



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, May 20, 2025 beginning at 10:00 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. Pledge of Allegiance

3. 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.

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

5. Consent Agenda

a) Minutes of the Board Meeting held on **April 15, 2025.**

b) Resolution No. 25-17 – Authorizing **Alliant Insurance Services, Inc.** under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority beginning July 1, 2025, not to exceed premium cost of \$697,993.

c) Resolution No. 25-18 – Authorizing an Intergovernmental Agreement with the **City of Mesa** for Aircraft Rescue and Firefighting Services, for three (3) years in an amount not to exceed \$1,830,638 for year one effective July 1, 2025, with two additional years, not to exceed \$1,921,395 and \$2,016,668 respectively. The Term may be extended for two (2) additional one-year periods at a negotiated rate prior to extension.

d) Resolution No. 25-19 – Authorizing the purchase of Business and Revenue Management Software and related Support and Maintenance from **GCR, Inc., dba TADERA** in an amount not to exceed \$307,782.52 which includes the initial software purchase, implementation, training and three (3) years of licensing, and support and maintenance.

- e) **Resolution No. 25-20** – Approving an Authorization of Services with **Combs Construction Company, Inc.** for Construction of the Hourly Parking Lot Mill & Replacement Improvements, in an amount not to exceed \$486,326.03 under CIP 1281.

Consideration and Approval of:

- 6. **Resolution No. 25-21** – Approving the **Second Amended and Restated Intergovernmental Agreement** and to recommend that the Members execute the Second Amended and Restated Intergovernmental Agreement. To recommend that the Members execute the **Second Amended and Restated Joint Powers Airport Authority Agreement**. To approve adoption of the revised **Bylaws**.
- 7. **Board Member Comments/Announcements**
- 8. **Next Meeting: Tuesday, June 17, 2025 at 9:00 a.m.**
- 9. **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 mjjohnson@gatewayairport.com. Requests should be made as early as possible to allow time to arrange the accommodation.



- **Real ID/Arizona Travel ID Compliant Identification Now Required for Travel**
- **March 2025 Best Month Ever for Both Passengers and Aviation Fuel Sales**
- **Phase I Reconstruction Complete - Runway 12R-30L Reopening at the End of May**
- **B-777 and B-747 Deliveries Increase Air Cargo Activity at Gateway Airport**
- **Gateway Airport Offers Over 40 Nonstop Destinations...And Growing!**

Executive Director's Report May 2025



New Airport Entrance Monument Sign at Intersection of Ray and Sossaman Roads

Financial Snapshot

OPERATING INCOME	March		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY24	FY25	
Revenues	\$2,590,639	\$3,717,256	\$1,126,617	\$22,767,078	\$25,831,807	\$3,064,729
Less Expenses	\$2,167,990	\$2,662,400	\$494,410	\$19,850,553	\$21,719,355	\$1,868,802
Operating Income (Before Depreciation)	\$422,649	\$1,054,856	\$632,207	\$2,916,525	\$4,112,452	\$1,195,927

Investment Fund Balances: As of March, the Local Governmental Investment Pool (LGIP) 700 = \$3,721,264; Wells Fargo; Collateralized Money Market = \$13,555,799 and Commercial/Paper Brokered CD's = \$50,430,582; Total \$67,707,645. MGAA invests in fixed rate instruments.

Finance and Accounting

Mesa Gateway Airport Authority Reports Over \$1MM in Operating Income in March 2025

Mesa Gateway Airport Authority (MGAA, Authority) reported a net operating income of \$1,054,856 for March 2025, the second-best monthly performance in the history of Mesa Gateway Airport (Airport, Gateway Airport). Fiscal year-to-date 2025 (FYTD25), the Airport is reporting a total net operating income of \$4,112,452.

March 2025 aeronautical revenues increased by 37% and non-aeronautical revenues increased by 56% compared to last March. The substantial increase in aeronautical revenue was the result of record fuel sales (59%) and higher lease income (26%). Increased vehicle parking fees (24%) and rental car fees (121%) led the way for non-aeronautical revenue.

Operating expenditures for March increased by 23% and totaled \$2,662,400. The sharp increase was due to the reclassification of a retail aviation fuel customer.

FYTD25 operating expenditures are 3% under the FY25 MGAA Board-Approved Budget.

Active/Pending Solicitations

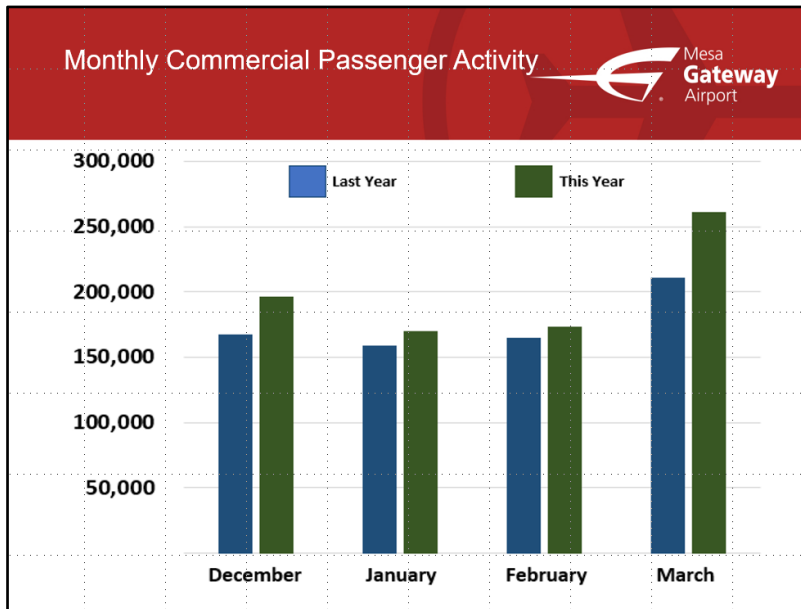
TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	June 2025
Request for Qualifications	2025-008-RFQ	Business Continuity Plan Development Services	June 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	August 2025

Future Solicitations

TYPE OF SOLICITATION	Number	Title	Scheduled for Release
Request for Proposals	2025-009-RFP	Fire Test, Inspect, Monitor, and Repair Services	June 2025

Airport Operations

March 2025 was the Best Month Ever for Passenger Activity



Passenger Activity Continues to Increase at Gateway Airport

For the fourth consecutive month, and the ninth time in the last eleven months, commercial passenger activity at Gateway Airport has increased compared to the same month last year. In March, the Airport welcomed 261,536 total passengers, a 24% increase over last March and almost 10% higher than the previous record passenger month set in March 2022.

Passenger activity is an important economic indicator for the region. An increase in passengers represents more visitor spending on ground transportation, hotels, restaurants, entertainment, outdoor activities, and shopping.

The Airport currently contributes more than \$2B annually to the Phoenix East Valley economy.

March 2025 was the Best Month Ever for Aviation Fuel Sales

Gateway Aviation Services (GAS), an Authority owned and operated Fixed Base Operator (FBO), is the sole aviation fuel provider for Gateway Airport's many aeronautical tenants and visitors. Each year, the experienced and dedicated fueling professionals at GAS pump approximately 20MM gallons of aviation fuel for the Airport's commercial, corporate, military, government, and general aviation customers.

In March, the GAS Team set numerous records for aviation fuel sales, fuel transactions, and fuel deliveries. MGAA would like to commend the GAS Team for their exceptional work and record-setting performance in March 2025. Job very well done!

Aviation Fuel Records Set in March 2025

- Most gallons of fuel dispensed in one day: 132,632
- Most gallons of fuel dispensed in one month: 2,447,454
- Most fuel deliveries received in one month: 306
- Most gallons of fuel dispensed for Allegiant in one month: 1,873,000
- Most commercial flights fueled in one month: 902

PASSENGER COUNTS		March		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Passengers	TOTAL	210,368	261,536	24%	1,384,296	1,501,626	8%
	Deplaned	104,431	129,673	24%	702,557	764,724	9%
	Enplaned	105,937	131,863	24%	681,739	736,902	8%
Allegiant	Scheduled	203,963	255,270	25%	1,353,572	1,467,621	8%
Sun Country	Scheduled	6,405	6,266	-2%	30,724	34,005	11%

OPERATIONS		March		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Air Carrier		1,369	1,866	36%	9,486	11,183	18%
Military		277	162	-42%	2,193	1,708	-22%
General Aviation		25,461	24,242	-5%	202,995	212,876	5%
TOTAL		27,107	26,270	-3%	214,674	225,767	5%

Allegiant Air and Sun Country Airlines Now Offer Convenient and Affordable Nonstop Service to Over 40 Popular U.S. Destinations from Gateway Airport.

Please Visit www.allegiant.com and www.suncountry.com for more information.



B-777 and B-747 Deliveries Increase Air Cargo Activity at Gateway Airport



Two B-747 Aircraft Unloading on the Cargo Ramp at Gateway

If you live or work in the Phoenix East Valley, you've probably seen an increasing number of impressive widebody cargo aircraft, primarily B-777 and B-747, slowly heading towards Gateway Airport. Global logistics leader DSV Air and Sea, a Denmark-based transportation company with a hangar at Gateway Airport, has been busy transporting products from Asia and Europe to the Valley for their growing number of manufacturing customers in and around the Greater Phoenix area.

Engineering, Planning, and Facilities

Phase I Reconstruction Complete - Runway 12R-30L Reopening at the End of May

Runway 12R-30L is 10,400-feet long and 150-feet wide. It's one of three long runways at Gateway Airport and serves as the primary runway for commercial operations.

Thanks to grant funding from our partners at the FAA, and a local funding match from the State of Arizona and MGAA Member Communities, a majority of Runway 12R-30L will be reconstructed over the next two years. Phase I is now wrapping up and Phase II will begin this fall when the next round of federal funding is available.



Workers Inspect New Concrete on Runway 12R-30L

New Airport Entrance Monument Signs Better Reflect Gateway Airport



New Airport Entrance Monument Sign

If you're coming to the Airport to catch a flight or drop someone off, or you'll be driving in the vicinity of Gateway Airport, please be sure to check out the new Airport entrance monument signs on either side of the intersection at Ray and Sossaman Roads. MGAA thinks the materials used in creating the signs, the strategic lighting, and the vibrant desert landscaping better reflects the many exciting changes currently underway at Gateway Airport.

Community Noise Report

CALLERS	March		FYTD	
	2024	2025	FY24	FY25
Total	22	16	151	95
AIRCRAFT TYPE	March		FYTD	
	2024	2025	FY24	FY25
	Callers	Callers	Callers	Callers
Commercial	7	13	61	51
GA Total	8	2	45	34
Helicopter	0	0	25	6
Military	7	1	20	4
Total	22	16	151	95

MGAA received communications from a total of 16 individuals regarding aircraft noise issues during the month of March 2025, compared to 22 individuals last March.

LOCATION	March		FYTD	
	2024	2025	FY24	FY25
Mesa	10	11	44	40
Gilbert	6	1	52	36
Gold Canyon	0	1	1	1
Queen Creek	5	2	38	7
Queen Valley	1	0	7	4
Apache Junction	0	0	0	2
San Tan Valley	0	1	1	4
Chandler	0	0	1	0
Florence	0	0	0	1
Goodyear	0	0	2	0
Phoenix	0	0	2	0
Tempe	0	0	3	0
TOTAL	22	16	151	95

Gateway Aviation Services

Gateway Aviation Services, the Airport Authority owned and operated FBO, pumped a record 2,447,454.1 gallons of aviation fuel during the month of March 2025, a 47% increase compared to last March. YTD25, the FBO has pumped a total of 14,839,576.9 gallons of aviation fuel.

FUEL (Gallons)	March			FYTD		
	2024	2025	% Change	FY24	FY25	% Change
AvGas	39,262	47,211	20%	323,333	451,361	40%
Retail Jet A	71,340	166,692	134%	550,206	921,944	68%
Contract	244,293	326,930	34%	2,638,591	2,208,692	-16%
Commercial	1,283,499	1,873,416	46%	9,403,563	11,064,221	18%
Cargo	29,924	33,205	11%	219,846	193,359	-12%
TOTAL	1,668,318	2,447,454	47%	13,135,539	14,839,577	13%

Do you have your Real ID/Arizona Travel ID compliant identification? Beginning May 7, 2025, air travelers are required to have one of the following in order to travel domestically - State issued Enhanced Driver's License or Enhanced ID; U.S. Passport/U.S. Passport Card; DHS Trusted Traveler Card; Permanent Resident Card; Border Crossing Card; Photo ID from federally recognized Tribal Nation/Indian Tribe; Foreign Government-Issued Passport; Canadian Provincial Driver's License; or Transportation Worker Identification Credentials.

Community and Government Relations

ICYMI - Gateway Airport's Going Viral!

Question: *What happens when your marketing team is a bunch of talented social-media savvy "creative types"?*

Answer: *Lots of new and exciting ways to highlight all the great stuff going on at Gateway Airport!*

Whether it's a collab reel or story on Instagram, video on Facebook, post on LinkedIn, or an influencer sharing their positive travel experience, content about Gateway Airport is going viral. There is a lot happening at the Airport right now – new nonstop destinations, important terminal and airfield construction projects, and a significant amount of private development – and Ryan, Tiffany, Kaylie, and Abby want everyone to know all about it.

A recent Gateway Airport Social Media Report highlighted that followers, reach, impressions, and engagement on Instagram, Facebook, and LinkedIn continue to steadily increase as creative content about the Airport catches new viewer's attention. Great job MGAA marketing team!

MGAA TEAM MEMBER SPOTLIGHT

Employee Name: Eva Pierson
Employee Title: Accounting Analyst
MGAA Department: Finance
Years with MGAA: 3+



What are your job responsibilities for MGAA? I am introduced at new employee orientations as “the most important person... every 2 weeks” because I produce payroll for MGAA. I transmit data files to our sponsors for the benefit and contribution deductions and the dreaded taxes withheld from employee's paychecks. I reconcile the payroll liability accounts to ensure proper payments to employees, sponsors, and vendors. I file quarterly tax returns and prepare annual W-2's. And I'm also back-up for Accounts Payable to ensure our vendors get paid.

What is your most memorable Gateway Airport moment? In 2023, I assisted the FBO in greeting visitors arriving for the Super Bowl. I didn't meet anyone famous...sigh, but just being out on the tarmac while all the aircraft were being guided in, was exhilarating. I've never been so close to a moving aircraft in my life! It was a rush!!

What is something people may not know about you? I am the proud granddaughter of Alex Williams Sr., Navajo Code Talker. My grandfather helped win WWII while serving in the United States Marine Corps. speaking code in his Navajo language. I am so proud of him and all his comrades. Sadly, there are only two living Navajo Code Talkers left. President Ronald Reagan established Navajo Code Talkers Day August 14, 1982. In 2000, President Bill Clinton signed the bill to posthumously award my grandfather the silver Congressional Medal. These silver medals were awarded to the 300 soldiers that followed after the “original 29” Code Talkers. The original 29 received gold Congressional Medals. My grandfather was sworn to secrecy to not speak of his code and he didn't. I would have never known he was a Navajo Code Talker if they didn't declassify it. So, yes! I'm a proud Native (Navajo/Laguna Pueblo)!!



**MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | April 15, 2025**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, April 15, 2025, 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 Mark Freeman, Mesa
Mayor Scott Anderson, 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. Pledge of Allegiance

3. Call to the Public

There were no public comments.

4. Executive Director's Report – J. Brian O'Neill, A.A.E., Executive Director/CEO

Executive Director O'Neill provided a briefing on MGAA financial performance, passenger activity, the community noise report, and various Airport projects.

- Fiscal Year-to-Date 2025 (FYTD) Net Operating Income is \$3,058,502.
- Mesa Gateway Airport (Airport, Gateway Airport) welcomed 173,093 commercial passengers in February 2025. This is up from the 164,902 passengers during February of last year. This marks the third consecutive month of increases in commercial passenger activity.
- Mesa Gateway Airport Briefs
 - MGAA recently participated in the annual Mead & Hunt Air Service Development Conference held in Tempe and had the opportunity to introduce Gateway Airport to seven airlines during the three-day event.
 - MGAA recently participated in two national conventions, the 2025 NBAA Schedulers and Dispatchers Conference and MRO Americas Exposition.
 - March was a record month for many categories at Gateway Aviation Services; 2,457,4200 gallons of fuel dispensed, 306 fuel deliveries were received and 902 commercial flights were fueled.
 - Gateway Airport recently completed its annual TSA Security Inspection, and its FAA Part 139 Certification and Operations Inspection with only minor recommendations for improvement.
 - May 7, 2025 is the federal deadline for domestic airline travelers to have a federally compliant form of identification called Real ID, or in Arizona it's called Travel ID. Standard Arizona drivers' licenses and ID cards will no longer be accepted at TSA checkpoints.
- Private Development Project Updates
 - Virgin Galactic's hangar and manufacturing facility are complete. Hiring is underway. The hangar will house the mothership and the manufacturing facility will begin production of the

- six-passenger Delta spaceships later in 2025. The mothership is anticipated to visit Gateway Airport sometime in the fall of 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 met on January 7, 2025 to review all qualified submittals. A candidate has been selected. The Authority will present this recommendation before the Board for consideration and approval.
 - Gateway Commerce Center III is being developed along the southeast corner of Sossaman Road and Velocity Way. This project includes two industrial buildings totaling approximately 98,000 sq. ft. Vertical construction began at the end of January/early February. The exterior walls are now in place. The developer is working with the City of Mesa to install enhanced landscaping.
 - SkyBridge Arizona is a 360-acre master development project offering both aeronautical and non-aeronautical 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 roadway and utility infrastructure across the site. \$30MM has been invested in infrastructure, utilities and roadways by SkyBridge Arizona. Phase II of the development will open up the aeronautical parcels along Taxiway Alpha by connecting the taxiway to the recently constructed roadways.
 - Gateway East is a 273-acre non-aeronautical Airport Business Park located on the east side of the Airport adjacent to Ellsworth Road and Gateway Boulevard. Construction is nearly complete for the 275,000 sq. ft. U.S. headquarters and manufacturing facility for Gateway East's first tenant, XNRGY Climate Systems. Manufacturing of high-end climate control systems is anticipated to begin at the end of April/beginning of May in XNRGY's new facility.
 - The Gateway East developer, The Boyer Company out of Salt Lake City is working with the City of Mesa for pre-design of a five-acre development at the intersection of Ellsworth Road and Gateway Boulevard that will include a five-story, 125-room SpringHill Suites by Marriott Hotel, two retail buildings, and restaurant pads.
 - Mesa Gateway Airport Construction Projects
 - The 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 in June, Phase II, the northern half of Runway 12R-30L, will be reconstructed pending a continuation of federal funding. Concrete from the southern half of the 10,400-foot runway was removed, crushed, and reused as the sub-base below sixteen inches of new concrete. This important infrastructure project totals approximately \$45MM, with a majority of the funding coming from FAA grants.
 - The Authority 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 completed this spring.
 - A new TSA checked baggage system will replace two older Reveal machines that can only clear 200 checked bags an hour. The new upgraded explosive detection equipment will be capable of clearing 800 – 1,000 bags an hour. This additional capacity will be necessary as the Airport continues to grow. A majority of the funding for this estimated \$30MM project is coming from TSA. The project is scheduled to get underway in the fall of 2025 pending receipt of a TSA grant.

- The mill and overlay project for a portion of the hourly parking lot will mitigate the deteriorating asphalt pavement within this area. In addition, the project will consist of new traffic calming measures by installing speed humps along Airport Road in front of the passenger drop-off and pick-up areas at the terminal.

5. Gateway Business Spotlight Presentation – Yuri Hoverson, Vice President and General Manager of Able Aerospace Services

- Mr. Hoverson provided a presentation on Able Aerospace's relationship with the Authority from 2011 -2025. The presentation highlighted their dedication to community support by partnering with various organizations, and providing programs for high school and college students. He also shared a video of their facility, and the work they do as the leading supplier of component and MRO services.

6. Consent Agenda

- a) **Minutes** of the Board Meeting held on **March 18, 2025**.
- b) **Resolution No. 25-12** – Authorizing a contract with **Mead and Hunt, Inc. (Mead and Hunt)** for Air Service Development Consulting Services in an amount not to exceed \$250,000 for five years, which includes (2) one-year renewal options.
- c) **Resolution No. 25-13** – Authorizing the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any **Federal Aviation Administration (FAA)** or other **Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s)**, applied for or received between July 1, 2025 and June 30, 2026 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.
- d) **Resolution No. 25-14** – Authorizing the purchase of Isolation Transformers and Primary Connector Kits, for Taxiway Lighting from **Blueglobes, LLC (Blueglobes)** in an amount not to exceed \$69,075.78, pending receipt of an FAA grant.
- e) **Resolution No. 25-15** – Authorizing the purchase of Airfield electrical and lighting supplies for Taxiway Lighting from **Anixter, Inc. (Anixter)** in an amount not to exceed \$92,934.45, pending receipt of an FAA grant.
- f) **Resolution No. 25-16** – Authorizing the purchase of LED Taxiway Edge Lights for Taxiway Lighting from **ADB Safegate Americas LLC (ADB Safegate)** in an amount not to exceed \$76,842.75, pending receipt of an FAA grant.

Mayor Chip Wilson moved to approve the Consent Agenda.

Mayor Scott Anderson seconded the motion.

The motion was carried unanimously.

6. Board Member Comments/Announcements.

None.

7. **Next Meeting: Tuesday, May 20, 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 Mesa Gateway Airport Authority may attend either in person or by audioconference.

8. **Adjournment.**

The meeting adjourned at 9:36 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 25-17

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Renewing Insurance Premiums for Airport Liability, Crime, D&O Employment Practice Liability, Cyber, Workers Compensation, Auto Liability, Fuel Farm & Inland Marine, Environmental, Fiduciary, and Property
Date: May 20, 2025

Proposed Motion

To authorize Alliant Insurance Services, Inc. under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority beginning July 1, 2025, not to exceed premium cost of \$697,993.

Narrative

Mesa Gateway Airport Authority (MGAA) will renew the following lines of insurance next fiscal year: Airport Liability, D&O Employment Practice Liability, Cyber, Workers' Compensation, Auto Liability, Fuel Farm & Inland Marine, and Property. Fiduciary, Environmental, and Crime insurance policies are multi-year policies.

During the marketing process, Alliant Insurance Services, Inc. (Alliant) engaged several insurance carriers that provide lines of insurance coverage for airports. Insurance premiums are subject to annual increases and decreases based on many variables including, but not limited to, loss rate, marketplace demand, exposure base, and the brokers' strength in the aviation and general property/casualty marketplace. Alliant has negotiated premiums on insurance policies for the above lines of insurance for MGAA with an anticipated (6.8%) decrease. These premiums are subject to change due to any new losses incurred by MGAA until coverage is bound. New or replacement equipment/vehicles throughout the year, insurance audits and completed capital projects could increase the current insurance quotes by an estimate of \$100,000 bringing total premiums not to exceed to \$697,993 for FY26.

Fiscal Impact

The total estimated insurance premium expense for FY26 is not to exceed \$697,993. The FY26 budget for insurance premiums is \$806,222, excluding broker fees.

Attachment(s)

Renewal quote for lines of coverage.



RESOLUTION NO. 25-17

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 Alliant Insurance Services, Inc. under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority beginning July 1, 2025, not to exceed premium cost of \$697,993;

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

The Board of Directors of the Authority hereby authorizes Alliant Insurance Services, Inc. under the terms of its existing Insurance Broker / Risk Management Consulting Agreement with the Mesa Gateway Airport Authority to purchase specific lines of insurance on behalf of the Authority beginning July 1, 2025, not to exceed premium cost of \$697,993. 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 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

FY26 Financial Summary

Premium Summary | Renewing 7/1/2025

Line of Business	Carrier	Expiring Premium	Renewal Premium	\$ Change	% Change
Airport General Liability	AIG	\$ 101,779	\$ 103,815	\$ 2,036	2.0%
Auto Liability	Travelers	\$ 81,369	\$ 92,665	\$ 11,296	13.9%
Crime renewal 2-yr policy 1/2 premium shown	Travelers	\$ 4,469	\$ 3,932	\$ (537)	-12.0%
Cyber	Tokio Marine	\$ 16,987	\$ 13,119	\$ (3,868)	-22.8%
D&O/Employment Practice Liability	Chubb	\$ 11,220	\$ 13,079	\$ 1,859	16.6%
Environmental 3Yr (7/1/24-6/30/27) 1/3 premium shown	Beazley	\$ 21,952	\$ 21,952	\$ -	0.0%
Fiduciary 3Yr (7/1/25-6/30/28) 1/3 premium shown	Travelers	\$ 1,853	\$ 1,520	\$ (333)	-18.0%
Fuel Farm & Inland Marine	Travelers	\$ 67,509	\$ 75,284	\$ 7,775	11.5%
Property	Travelers	\$ 260,036	\$ 188,951	\$ (71,085)	-27.3%
Worker's Compensation	Old Republic	\$ 74,448	\$ 83,676	\$ 9,228	12.4%
Total - All Lines Renewing		\$ 641,623	\$ 597,993	\$ (43,629)	-6.8%
Allowance for purchase and replacement of equipment, vehicles, and insurance audits			\$ 100,000		
Estimated Total FY26 Insurance Premiums		Not to Exceed	\$ 697,993		



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

Board Action Item

Re: Resolution 25-18

To: Board of Directors
From: Margi EvanSon, Director of Operations, Security & Maintenance
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Intergovernmental Agreement with the City of Mesa for Aircraft Rescue & Firefighting Services
Date: May 20, 2025

Proposed Motion

To authorize an Intergovernmental Agreement with the City of Mesa for Aircraft Rescue and Firefighting Services, for three (3) years in an amount not to exceed \$1,830,638 for year one effective July 1, 2025, with two additional years, not to exceed \$1,921,395 and \$2,016,668 respectively. The Term may be extended for two (2) additional one-year periods at a negotiated rate prior to extension.

Narrative

The Mesa Gateway Airport Authority (MGAA) contracts with the City of Mesa (Mesa or Mesa Fire) to provide Aircraft Rescue and Firefighting (ARFF) Services. Both entities have determined that it is mutually beneficial for Mesa Fire to provide ARFF Services for MGAA.

Arizona Revised Statute (A.R.S.), 11-951 et seq., authorizes Mesa and MGAA to enter into an Intergovernmental Agreement (IGA) for the provision of services, or for joint or cooperative actions. The IGA shall commence on July 1, 2025, and shall continue until June 30, 2028, unless terminated, cancelled, or extended pursuant to the provisions of the IGA.

Fiscal Impact

This IGA is included in the FY26 Operating Budget and is funded under Contractual Services: Fire.

Attachment(s)

Intergovernmental Agreement



RESOLUTION NO. 25-18

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 approve **an Intergovernmental Agreement with the City of Mesa for Aircraft Rescue and Firefighting Services, for three (3) years in an amount not to exceed \$1,830,638 for year one effective July 1, 2025, with two additional years, not to exceed \$1,921,395 and \$2,016,668 respectively. The Term may be extended for two (2) additional one-year periods at a negotiated rate prior to extension;**

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

The Board of Directors of the Authority hereby approves an Intergovernmental Agreement with the City of Mesa for Aircraft Rescue and Firefighting Services, for three (3) years in an amount not to exceed \$1,830,638 for year one effective July 1, 2025, with two additional years, not to exceed \$1,921,395 and \$2,016,668 respectively. The Term may be extended for two (2) additional one-year periods at a negotiated rate prior to extension. 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 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

THE CITY OF MESA AND THE MESA GATEWAY AIRPORT AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR
AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) SERVICES

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2025, between the City of Mesa, an Arizona municipal corporation (“City”), and Mesa Gateway Airport Authority, formerly Mesa Gateway Airport Authority, an Arizona joint powers airport authority (“MGAA”) (individually, a “Party” and, jointly, the “Parties”).

RECITALS

WHEREAS, Arizona Revised Statutes, Sections 11-951 et seq., authorizes City and MGAA to enter into intergovernmental agreements for the provision of services, or for joint or cooperative actions; and

WHEREAS, the Parties have determined that it would be mutually beneficial for City to provide Aircraft Rescue and Firefighting services for the MGAA;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Agreement, the Parties hereby agree as follows:

SECTION 1 – TERM AND TERMINATION

1.1 Term. The term of this Agreement (“Term”) shall be three (3) years commencing on July 1, 2025 and continuing until June 30, 2028, unless sooner terminated pursuant to the provisions hereof. The Term may be extended for two (2) additional one-year periods by MGAA providing written notice of its desire to extend the Agreement at least ninety (90) days prior to expiration of the Term and the Parties’ written and signed agreement to such extension.

1.2 Termination.

- a. Without Cause. Either City or MGAA may terminate this Agreement without cause by providing at least 180 days written notice to the non-terminating Party.
- b. For Cause. In the event of a material breach of any of the provisions of this Agreement, the non-breaching Party may deliver written notice to the Party in breach specifically stating the nature of the breach. Upon receipt of such notice, the Party in breach shall have fifteen (15) days in which to submit a corrective action plan to the non-breaching Party detailing steps to be taken to cure said breach. A progress check will be conducted by the non-breaching Party not less than forty-five (45) days after the submission of the corrective action plan to assess progress made. If the breach has not been cured within forty-five (45) days after the corrective action plan submission, this Agreement may be terminated by the non-breaching party by delivering written notice of termination to the breaching Party at any time prior to the breach having been cured.

- c. Cease or Reduction of Air Carrier Operations. In the event that air carrier scheduled operations, as defined in Federal Aviation Regulation Part 139, cease, MGAA may terminate this Agreement with 30 days' written notice. In the event that air carrier scheduled operations are reduced thereby affecting the Index Requirements, the terms of this Agreement may be renegotiated to implement any appropriate reduction in required firefighting services under this Agreement at MGAA's request with 30 days' written notice.

SECTION 2 – DEFINITIONS

- 2.1 Agreement. As used herein, the term Agreement includes the exhibits attached hereto and incorporated herein by this reference.
- 2.2 Airport. Mesa Gateway Airport in Mesa, Arizona.
- 2.3 Airport Property. Airport Property is that property owned and operated by MGAA and further depicted and described on the map attached as Exhibit C hereto. The term "Airport Property" is interchangeable with the terms "on the Airport" or "at the Airport".
- 2.4 ARFF certified. Personnel who have received training by a qualified trainer to comply with, at a minimum, the ARFF qualifications and training requirements of the Federal Aviation Administration ("FAA"), Federal Aviation Regulations ("FAR") set forth in Chapter 14, Part 139 of the Code of Federal Regulations. Airfield Driver and Security Identification Display Area training specific to Mesa Gateway Airport is also required.
- 2.5 ARFF Certified Firefighter/ARFF Certified Captain. A City Firefighter or City Captain who has undergone ARFF Certification as well as training requirements of the National Fire Prevention Association standards and City's standards for fire fighters.
- 2.6 Center of the Airport. The Center of the Airport is noted in Exhibit C as the "IWA VORTAC" and shall be used to determine a five-mile radius of the Airport.
- 2.7 Dedicated ARFF Equipment. ARFF equipment that is acquired by MGAA. At a minimum, this equipment shall remain on the Airport Property at all times unless (i) it is being used to respond to an Alert III (aircraft crash) within a five-mile radius of the Center of the Airport, or (ii) it is being sent in for maintenance as described in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- 2.8 Dedicated ARFF Personnel. One (1) ARFF certified Captain and one (1) certified Firefighter who are assigned to ARFF duties at Mesa Gateway Airport. A minimum of two (2) ARFF certified firefighters shall be present on the Airport Property at all times unless responding to an Alert III (aircraft crash) within a five-mile radius of the Center of the Airport.
- 2.9 Fiscal Period. A time period beginning on July 1 and ending June 30, during each 12-month period.
- 2.10 Index Requirements. The requirements for the Airport under the current ARFF Index as prescribed under FAR Part 139.

2.11 MGAA Director of Operations and Maintenance. The Director of Operations and Maintenance at MGAA or his/her designee.

SECTION 3 – RESPONSIBILITIES AND OBLIGATIONS

3.1 Responsibilities and Obligations of MGAA:

- a. MGAA shall acquire and maintain sufficient ARFF firefighting vehicles at the Airport to meet the Index Requirements.
- b. MGAA shall pay, in twelve equal installments, a rate that is equivalent to the salaries, benefits, training, and overhead for a minimum of three full-time equivalent (3 FTE) ARFF certified Captains and four and one-half full-time equivalent (4.5 FTE) ARFF certified firefighters, all of whom are current in basic emergency medical services to provide 24-hour coverage at the Airport. Rates are established and set forth in Exhibit A and are payable as follows:
 - (i) During the period from July 1, 2025 to June 30, 2026, MGAA shall pay City the total sum of \$1,830,638 (personnel costs plus training costs) in twelve equal installments of one hundred fifty-two thousand five hundred thirty-three dollars and seventeen cents (\$152,533.17) for ARFF services.
 - (ii) For fiscal periods subsequent to June 30, 2025, the amounts set forth in Exhibit A may be increased by an amount equal to that authorized by City for annual salary increases, but in no case may exceed 5% per year, unless otherwise amended in writing by the parties hereto. All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.
 - (iii) In the event that commercial airline passenger service or FAA regulations change to affect the Index Requirements, the Parties agree to amend this Agreement to reflect such changed requirements.
- c. MGAA shall communicate any changes in the Index Requirements to City's Fire and Medical Department promptly upon determination of any such change.
- d. MGAA shall pay City for all ARFF training, as required under FAR Part 139, for dedicated ARFF personnel. The flat fee of the training is set forth in Exhibit B.
- e. MGAA shall acquire and maintain one (1) aviation radio for each ARFF firefighting vehicle based at the Airport and replace such radios as necessary to maintain them in working order.

3.2 Responsibilities and obligations of City:

- a. City shall provide Dedicated ARFF Personnel, as provided in Section 2.8, based at Mesa Gateway Airport, covering 24 hours per day.
- b. City shall provide or obtain the necessary ARFF training and certification for its personnel, as provided in Section 2.4 hereof, prior to assigning a firefighter to ARFF duties at the Airport.

- c. Dedicated ARFF Personnel and Equipment shall respond to:
 - i. Dispatched actual and/or potential aircraft alerts, crashes, fires, or medical assistance on the Airport Property;
 - ii. Aircraft crashes within a five-mile radius of the Center of the Airport;
 - iii. Triennial Full-Scale Exercises and periodic response drills, including planning, coordinating, and participating;
 - iv. Spills of fuel or hazardous materials on the Airport Property; and
 - v. Any other emergency on the Airport Property, when requested to do so by the MGAA Director of Operations and Maintenance and Maintenance, his/her designee, or the air traffic control tower staff or as required by City's Fire Department Alarm Room.
- d. City shall maintain accurate and complete records of all training given to each ARFF certified firefighter, in the manner required by FAR Part 139. Additionally, City shall maintain records of, including but not limited to, all accidents, incidents, safety inspections, and safety violations related to ARFF at the Airport. Such records, including investigative analysis, shall be made available to MGAA staff and the FAA upon request.
- d. City shall immediately notify the MGAA Director of Operations and Maintenance and Maintenance or his/her designee any time it is anticipated or determined that the requirements of this Agreement may not be, or are not being, complied with.
- e. In the event that an emergency incident at the airport causes MGAA to temporarily fall below the Index Requirements and an operation requiring said Index is scheduled, City shall make reasonable efforts to provide additional equipment for the duration of that operation as required pursuant to FAR Part 139. Requests for additional ARFF equipment above the Airport Index Requirements shall be fulfilled if equipment is available and reimbursed according to the published rates outlined in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- f. In the event the Airport utilizes City equipment to maintain the published ARFF Index or to provide enhanced ARFF Index services in support of aircraft operations, MGAA shall reimburse City as described in the most current Intergovernmental Agreement for Fire Vehicles and Equipment Maintenance Services.
- g. City shall immediately notify the MGAA Director of Operations and Maintenance and Maintenance, or his/her designee, when dedicated ARFF Personnel and/or Equipment have been dispatched off-airport as contemplated by Section 3.2b(ii) hereof.
- h. City is responsible for acquiring and maintaining one (1) City dual band radio in each ARFF vehicle based at the Airport.

SECTION 4 – INSURANCE AND INDEMNIFICATION

- 4.1. Insurance. City shall, at its sole cost and expense, purchase and maintain the following types and limits of insurance, in the form specified below:

a. Coverage Requirements:

- i. Comprehensive Automobile Liability insurance in an amount not less than \$5,000,000 combined single limit, covering all owned, non-owned and hired vehicles operated on the Airport that are assigned to or used in the performance of its activities or are operated within the air operations area (AOA) of the Airport.
- ii. Workers' Compensation insurance as required by law, and Employer's Liability insurance in an amount not less than \$1,000,000 covering work-related injuries to City employees assigned to or working at or on the Airport.
- iii. General Commercial Liability insurance in an amount not less than \$5,000,000 per occurrence, to cover any claim arising from negligence or misconduct of its employees in providing the services and related activities described herein.

b. Form. Each insurance policy obtained pursuant to this Section 4.1, except for Workers' Compensation and Employer's Liability policies, shall: (i) name MGAA as an additional named insured; (ii) contain a provision that written notice of cancellation or modification thereof shall be given to MGAA not less than THIRTY (30) days before such cancellation or modification takes effect (TEN (10) days in case of nonpayment of premium); and (iii) contain a waiver of subrogation in favor of MGAA. City shall not permit any insurance policy to be canceled or modified without MGAA's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies shall be obtained from insurance companies licensed to do business in the State of Arizona and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating and approved by MGAA.

c. Certificates in Insurance. City shall deliver a certificate of insurance for each policy to MGAA, in standard Acord format, prior to the Effective Date and continue to provide such certificate throughout the term of this Agreement.

d. Blanket and Self-Insurance. City's insurance obligations under this Agreement may be satisfied by means of "blanket" or excess policies, or through self-insurance. If any or all limits of coverage, as specified in Section 4.1.1 herein, are provided via self-insurance, City shall provide MGAA a written acknowledgement of such self-insurance, and its responsibility to hold MGAA harmless from acts and/or omissions of City's personnel up to and including the limits of such declared self-insurance coverage.

4.2. Indemnification.

- a. To the fullest extent permitted by law, City hereby agrees to defend, indemnify, and hold harmless MGAA and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions, and employees (hereinafter referred to collectively with MGAA as "MGAA Personnel") for, from, and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages or claims of any nature whatsoever which arise out of or in connection with (i) any negligence or willful or intentional conduct of City and its members, elected or appointed officials, agents, contractors, subcontractors, boards, commissions, and employees (hereinafter referred to collectively with City as "City Personnel") in connection with City's operations hereunder and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (ii) the failure of City to comply with any provisions of this Agreement. This indemnification

shall exclude responsibility for any consequential damages of MGAA and for claims arising from the negligence or willful or intentional conduct of MGAA Personnel.

- b. To the fullest extent permitted by law, MGAA shall defend, indemnify, and hold harmless City Personnel, for, from, and against any and all claims, causes of action, liability, suits, litigation (including reasonable attorney's fees and other costs of investigation and litigation), actions, losses, damages, or claims of any nature whatsoever which arise out of or in connection with (i) any negligence or willful or intentional conduct of MGAA Personnel while performing this Agreement and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (ii) the failure of MGAA to comply with any provisions in this Agreement. This indemnification shall exclude responsibility for any consequential damages of City and for claims arising from the negligence or willful or intentional conduct of City Personnel. MGAA shall continue in effect during the term of this Agreement, an Airport Liability insurance policy in an amount approved by the MGAA Board of Directors, including premises liability, bodily injury, and property damage, and shall name the City of Mesa as Named Insured under this policy.

SECTION 5 - MISCELLANEOUS

5.1 Funding. Each Party shall have the separate and independent responsibility for budgeting for and funding its own participation in this Agreement, and this Agreement is subject to the availability of funds either appropriated, budgeted, or made available to the Parties hereto. In the event of a lack of funds being available, either Party may terminate this Agreement as is set forth in Section 1.

5.2 A.R.S. § 38-511. As provided in Section 38-511 of the Arizona Revised Statutes, City or MGAA may cancel any contract to which it is a party within three (3) years after the execution thereof without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Party so canceling is, at any time while the contract or any extension thereof is in effect, an employee or agent of the other Party to the contract in any capacity or a consultant to the other Party to the contract with respect to the subject matter of the contract.

5.3 [Reserved]

5.4 Entire Agreement. This Agreement constitutes the entire agreement between City and MGAA with respect to the subject matter hereof and supersedes the Intergovernmental Agreement entered into by the parties on July 1, 2022. This Agreement further supersedes any other oral or written representations, understandings, or agreements relating to the subject matter hereof.

5.5 Amendments. This Agreement may be modified only by a written amendment approved by the City Council and MGAA Board of Directors pursuant to A.R.S. § 11-952.

5.6 Assignment. Neither Party shall assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party. Any such assignment or other transfer, either voluntary or by operation of law, without such consent is void.

5.7 Waiver. The Parties agree that no waiver of any default or breach of any of the terms or conditions of this Agreement shall be construed to be a waiver of any other or succeeding breach or default.

5.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Federal or state courts in the State of Arizona.

5.9 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall, to the extent possible, remain in full force and effect and shall in no way be affected, impaired, or invalidated.

5.10 Non-Discrimination. City and MGAA agree to comply with all provisions of applicable Federal, state, and local laws related to nondiscrimination and equal employment opportunity, including the Americans with Disabilities Act.

5.11 E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). Either Party's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the other Party.

5.12 [Reserved]

5.13 No Partnership. Nothing contained in this Agreement shall create any partnership, joint venture, or common enterprise between the Parties. Except as specifically provided herein, each Party shall at all times be an independent operator and shall not at any time purport to act as the agent of the other Party, or any of its officers or agents.

5.14 Force Majeure. Either Party shall be excused for delay or failure to perform its obligations pursuant to this Agreement, in whole or in part, if and to the extent such delay or failure is a result of causes beyond the reasonable control and without the fault or negligence of the Party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, terrorism, acts of the United States government, floods, epidemics, quarantine restrictions, or embargoes, and shortages of labor or materials.

5.15 Surviving Provisions. The obligations contained in Section 4 (Insurance) shall survive the expiration or other termination of this Agreement.

5.16 All notices to be given pursuant to this Agreement shall be in writing and shall be delivered in person or sent by regular mail as follows:

THE CITY OF MESA AND THE MESA GATEWAY AIRPORT AUTHORITY INTERGOVERNMENTAL AGREEMENT
FOR AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) SERVICES

CITY: City Manager's Office
City of Mesa
20 East Main Street, Suite 750
P.O. Box 1466
Mesa, AZ 85211-1466

MGAA: Executive Director
Mesa Gateway Airport Authority
5835 S. Sossaman Road
Mesa, AZ 85212-0919

All notices shall be deemed to be received upon actual receipt or five (5) working days after the notice has been deposited with a U.S. post office for delivery to the address set forth above, whichever occurs first.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

CITY OF MESA,
A Municipal Corporation

MESA GATEWAY AIRPORT AUTHORITY,
An Arizona joint powers airport authority

Scott Butler
City Manager

J. Brian O'Neill
Executive Director

ATTEST:

ATTEST:

City Clerk

MGAA Clerk of the Board

In accordance with A.R.S. § 11-952, this 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 laws of the State of Arizona to the respective public entities they represent.

Mesa City Attorney

Mesa Gateway Airport Authority Attorney

Date

Date

Exhibit A

Personnel Cost

Total FY 2026 (July 1, 2025 – June 30, 2026) Personnel Cost: \$ 1,791,941

Personnel Cost consists of Salary and Benefits plus the estimated hourly cost to backfill ARFF staffing absences during training and personnel time off (aka: minimum staffing backfill).

Annual Pay Increase:

All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.

For fiscal periods subsequent to the one starting July 1, 2025, salary amounts increase by an amount equal to that authorized by City for annual salary increases, but in no case may exceed 5% per year, unless otherwise amended in writing by the parties hereto.

Salary and Benefits – (budgetary estimate of 5% increase after FY2026)

FY26: 1,517,184

FY27: 1,593,043

FY28: 1,672,695

Minimum Staffing Backfill – (budgetary estimate of 5% increase after FY2026)

FY26: 274,757

FY27: 288,494

FY28: 302,919

Exhibit B

Initial and Annual Live Burn Training Cost Estimate (as required by FAR 139)

Total FY 2025 (July 1, 2025 – June 30, 2026) Training cost \$ 38,697.00

Training costs to include the initial and annual live burn trainings. Constant staffing for this training is covered in exhibit A. Required training consists of local live burn and training at a certified live burn facility in alternating years for Dedicated ARFF Personnel and up to 2 alternates for constant staffing purposes. Training costs include expenses for travel to live burn facilities located out-of-state.

For fiscal periods subsequent to the one starting June 30, 2025, the amounts set forth in this exhibit may be increased by the 12-month percentage change of the Consumer Price Index for all items as of June 1 in each fiscal period, not to exceed 3 percent. All such requested increases shall be documented in writing by City prior to the commencement of the new fiscal period.

Exhibit C

Center of Airport



Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 4/8/2025 3:46:52 PM	
Style name: Default	
Intelligent Table Comparison: Active	
Original DMS: nd://4906-1495-2229/2/MGAA COM ARFF IGA 2025 0408 Draft.docx	
Modified DMS: nd://4906-1495-2229/3/MGAA COM ARFF IGA 2025 0408 Draft.docx	
Changes:	
<u>Add</u>	12
<u>Delete</u>	16
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	28



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

Board Action Item

Re: Resolution 25-19

To: Board of Directors
From: Art Montoya, Director of Information Technology Services
Through: Chuck Odom, CFO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Business and Revenue Management Software, CIP 1290
Date: May 20, 2025

Proposed Motion

To authorize the purchase of Business and Revenue Management Software and related Support and Maintenance from GCR, Inc., dba TADERA in an amount not to exceed \$307,782.52 which includes the initial software purchase, implementation, training and three (3) years of licensing, and support and maintenance.

Narrative

MGAA's Accounting and Business Development departments currently rely on software to manage tenant billing, track insurance and agreement terms, and monitor sales activity. As the Airport's existing contract for common-use software is ending, the support and licensing for our current revenue management solution will also conclude. The proposed software solution is intended to fully replace the existing system and will serve as the Airport's primary platform for agreement management, billing, and sales activity tracking.

MGAA and TADERA are both participants of OMNIA Partners (OMNIA) purchasing group. Under OMNIA, TADERA was awarded Financial Management Software and Consulting Services Contract #14-16, and it is through this competitive selection that MGAA will utilize TADERA for this purchase. This contract is available upon request. The not to exceed amount includes taxes.

Fiscal Impact

The purchase of the software, implementation and training services and year one of licensing and support and maintenance is included in the FY25 capital budget and is funded with CIP 1290, using non-grant funds. The licensing and support and maintenance fees for years two and three are included in subsequent years operating budgets.

Attachment(s)

Contract



RESOLUTION NO. 25-19

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 approve the purchase of Business and Revenue Management Software and related Support and Maintenance from GCR, Inc., dba TADERA in an amount not to exceed \$307,782.52 which includes the initial software purchase, implementation, training and three (3) years of licensing, and support and maintenance;

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

The Board of Directors of the Authority hereby approves the purchase of Business and Revenue Management Software and related Support and Maintenance from GCR, Inc., dba TADERA in an amount not to exceed \$307,782.52 which includes the initial software purchase, implementation, training and three (3) years of licensing, and support and maintenance. 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 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



CONTRACT FOR SOFTWARE LICENSES, SERVICES, AND SUPPORT

This contract for software licenses, services, and support ("**Agreement**") is made and entered into by and between Mesa Gateway Airport Authority located at 5835 S. Sossaman Rd, Mesa AZ 85212 ("**Licensee**") and GCR Inc. dba TADERA, located at 1001 Service Road East Highway 190 Suite 201, Covington, LA 70433 ("**TADERA**") effective as of the Effective Date. This Agreement is based on the OMNIA National Cooperative Purchasing Alliance, GCR Inc. dba TADERA Contract Number 14-06.

WHEREAS Licensee wants TADERA to provide a license to the Licensed Programs and associated hosting, support, and other professional Services in connection with the use of the Licensed Programs;

In consideration of the mutual promises and agreements of the Parties herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "**Agreement**" is defined in the Preamble.

1.2 "**Anniversary Date**" means the date that is 365 calendar days after the Effective Date, and each anniversary thereafter.

1.3 "**Authorized Users**" means Licensee's employees, agents, subcontractors, contractors, outsourcing vendors, consultants, and others who are authorized to, and will use the Licensed Material, in accordance with this Agreement.

1.4 "**TADERA**" is defined in the Preamble.

1.5 "**Contract Year**" is the period from the Effective Date until, but not including, the first Anniversary Date, and thereafter, the period from the end date of the prior Contract Year until but not including the next Anniversary Date.

1.6 "**Delivery**" means the point at which TADERA has delivered a working URL to access Licensed Material.

1.7 "**Documentation**" means any written, typed, or otherwise transcribed material related to Licensed Material, including release notes and training material delivered to or downloaded by Licensee.

1.8 "**Effective Date**" means the first day of the calendar month immediately following the date of the last Party's signature on this Agreement. For the avoidance of doubt, if the last Party's signature on this Agreement occurs on the first day of a calendar month, the Effective Date will still be the first day of the next calendar month.

1.9 "**Fees**" means the fees identified in Attachment A (Software and Fees), and any other fees that may become due under this Agreement.

1.10 "**Hosting**" is defined in Section 3.1 (Hosting Services).



- 1.11 “**Initial Term**” is defined in Attachment A (Software and Fees).
- 1.12 “**Initiation Date**” means the first day of the first calendar month immediately following the Effective Date.
- 1.13 “**License**” means a limited, nonexclusive, worldwide, and nontransferable license.
- 1.14 “**Licensed Material**” means the Licensed Programs, their derivatives, and their respective related Documentation provided to, or made available to, the Licensee by TADERA pursuant to this Agreement.
- 1.15 “**Licensed Programs**” means the software program(s) identified in Attachment A (Software and Fees) as licensed to Licensee pursuant to this Agreement.
- 1.16 “**Licensee**” is defined in the Preamble.
- 1.17 “**Parties**” means Licensee and TADERA, collectively.
- 1.18 “**Party**” means either Licensee or TADERA, individually.
- 1.19 “**Renewal Term**” is defined in Section 10.1 (License Term).
- 1.20 “**SaaS**” means software as a subscription.
- 1.21 “**On-Prem**” is defined as self-hosted by the Licensee.
- 1.22 “**Services**” is defined in Section 6.1 (Scope of Work).
- 1.23 “**Term**” is defined in Section 10.1 (License Term).
- 1.24 “**TM**” means time and materials.

ARTICLE 2 – LICENSE

2.1 **Grant.** Subject to and in strict accordance with the terms and conditions of this Agreement, TADERA hereby grants to Licensee a License to use the Licensed Material solely for Licensee’s internal business purposes.

2.2 **Authorized Users.** The License is extended to Licensee’s Authorized Users. Licensee will be responsible for the Authorized Users, and any acts or omissions of any Authorized User which if done by Licensee would constitute a breach of this Agreement by Licensee, will be deemed a breach of this Agreement by Licensee.

2.3 **Ownership.** Licensee acknowledges, agrees, and understands, that TADERA is the sole and exclusive owner of the Licensed Material, its right, title, and interest, and any improvements thereto.



TADERA reserves all title and rights in and to its intellectual property. TADERA shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Agreement. Furthermore, neither this Agreement nor the delivery of any Licenses, Licensed Programs, Hosting, support, or Services hereunder shall be construed as granting, either by transfer, estoppel, or otherwise, any ownership or right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by TADERA.

2.4 Prohibited Uses. Third parties are prohibited from using or accessing the Licensed Material without TADERA's prior written consent.

2.5 No Implied Licenses. No different, other or further right or license, other than what is granted in this Agreement, is intended or granted by this Agreement, whether by express or implied means or by estoppel. This Agreement does not assign any right, title or interest in any of the Licensed Materials. All rights and interests not expressly granted under this Agreement are reserved to TADERA.

2.6 Additional Modules. TADERA offers the additional software programs and modules identified in Attachment A (Software and Fees); Licensee, at TADERA's discretion, may purchase such programs and modules, on terms to be negotiated, through amendment to this Agreement.

ARTICLE 3 – HOSTING

3.1 Hosting Services. Throughout the Term, TADERA shall provide hosting services as set forth in Attachment B (Hosting) ("**Hosting**").

ARTICLE 4 - WARRANTY

4.1 Warranty. TADERA shall perform the Services using the degree of care, skill, training, diligence, and judgment ordinarily exercised under similar circumstances by competent members of the profession which TADERA practices or industry or business in which TADERA works. TADERA warrants that the Licensed Programs will perform substantially in accordance with, and in the manner described by related Documentation and by Licensed Program functional design specifications. The warranty period shall end 30 calendar days from the Delivery of the Licensed Program or completion of the Services Scope, as listed in Attachment A, as applicable.

ARTICLE 5 – APPLICATION SUPPORT & UPGRADES

5.1 Application Support Services. Throughout the Term, TADERA shall provide application support and upgrade services for Licensed Programs. In general, the application support services consist of (a) timely customer support on-site or by telephone, or email; and (b) Licensed Programs updates, new releases, and enhancements reflecting on-going development at TADERA and as made generally available to TADERA's customers of the Licensed Programs, as described in Attachment C (Support).

5.2 Licensee Cooperation. Licensee acknowledges that TADERA's ability to provide application support and upgrade services is dependent on the cooperation of Licensee, and the quality and quantity of information that Licensee provides. Licensee will use commercially reasonable efforts to reproduce all



reported problems and gather troubleshooting information as requested by TADERA. If Licensee cannot reproduce such problems or gather such requested information, Licensee will provide TADERA temporary login access on Licensee's system to identify and address the reported problems. TADERA will have no responsibility for failure to provide application support and services as a result of Licensee's failure to cooperate with TADERA.

5.3 Troubleshooting of Non-TADERA Problems. Licensee acknowledges and agrees that TADERA will be entitled to invoice, as additional services at TADERA's then-prevailing rates and Fees, time and efforts spent providing support for reported problems which are not the result of a fault in the Licensed Programs which is attributable to TADERA, including but not limited to problems caused by (a) incorrect or inaccurate data entered by or on behalf of Licensee, (b) data deleted erroneously by Licensee, (c) workstation installations post-go live as the result of new workstation hardware acquired by Licensee, or (d) accurate reports which were asserted to be erroneous.

ARTICLE 6 – SERVICES

6.1 Scope of Work. TADERA shall perform the services and provide Software and the deliverables described in Attachment A (Software and Fees) and Attachment C (Support), collectively referred to as Services ("**Services**").

6.2 Change Orders. Either Party shall have the right to request, in writing, changes to the Services. TADERA shall not perform any such change in the Services unless the resulting changes to compensation, schedule, and scope of work, are mutually agreed by the Parties in writing and evidenced in a change order or other enabling document.

6.3 Schedule. The Services shall commence no later than ten (10) days after the Effective Date or such later date the Parties agree upon in writing. TADERA agrees to diligently perform the Services and to exercise commercially reasonable efforts to meet any estimated schedule set forth in Attachment C (Support). Notwithstanding the above, it is expressly understood and agreed that TADERA does not guarantee the estimated schedule in Attachment C, and shall not be liable as a guarantor of the estimated schedule.

6.4 Acceptance. Except where this Agreement provides different criteria, Services will be accepted if they have been performed in accordance with the specifications applicable to the Services. Upon notification by TADERA that a Service (or associated deliverable) has been completed and is available for review and acceptance, Licensee will use commercially reasonable efforts to review within 7 (seven) business days after the notification, but in no event later than 15 business days after the notification. TADERA will correct any unaccepted Services as described in ARTICLE 4 (WARRANTY). If no notification is delivered to TADERA within the foregoing period, the Service will be deemed accepted. All accepted and deemed accepted Services remain subject to the terms of ARTICLE 4 (WARRANTY).



ARTICLE 7 – COMPENSATION

7.1 **Fees Generally.** Licensee agrees to pay TADERA the Fees in accordance with the payment terms set forth in Schedule A (Software and Fees). Licensee's Fees include access to, and use of, Licensed Programs, Licensed Programs updates and upgrades, Hosting, Services, and Licensed Material.

7.2 **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Hosting or Services; (iii) the Licensed Material; or (iv) any materials or supplies furnished by TADERA per this Agreement. Licensee is responsible for all applicable tariffs, duties or taxes applicable to this Agreement.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

8.1 **Intellectual Property Indemnification.** TADERA warrants that it is authorized to grant Licensee the right to use the Licensed Material as defined in this Agreement. Licensee shall advise TADERA immediately in writing of any notice or claim of infringement or of the commencement of any suit or action for infringement of a third party's intellectual property, if such claim, suit, or action is based upon the use of the Licensed Material in accordance with the terms of this Agreement. If the use by the Licensed Material that is subject to the claim, suit, or action is in accordance with this Agreement, TADERA will, upon receipt of notice hereinabove required, undertake, at its own expense, the defense of any such claim, suit, or action for infringement based upon such use by Licensee. TADERA shall have charge and direction of the defense of such claim, suit, or action, and Licensee agrees that it will render TADERA all reasonable and timely assistance that may be required by TADERA in the defense of such claim, suit, or action. Licensee shall have the right to be represented therein by an advisory counsel of its own selection at its own expense. TADERA will seek to resolve the claim, suit, or action, in consultation with Licensee, either by means of alternative arrangements for the services and Licensed Material, or by obtaining permission to use the intellectual property in question. If TADERA fails to obtain permission for the continued use the intellectual property in question, or fails to provide a suitable replacement with equal or greater functionality, TADERA may terminate this Agreement and refund any fees paid by Licensee related to such intellectual property for future use. Neither TADERA nor Licensee shall settle or compromise any such claim, suit, or action without consent of the other if the settlement or compromise obliges the other to make any payment or part with any property, or to assume any obligation or grant any licenses or other rights or be subject to any injunction by reason of such settlement or compromise. TADERA will have no obligation to indemnify Licensee for any claims of infringement which are (a) the result of Licensee's use of the Licensed Material in violation of this Agreement or the documentation, or in a manner for which it was not intended, (b) the result of Licensee's or a third party's modification of the Licensed Material, or (c) the result of Licensee's combination of the Licensed Material with any other hardware or software not authorized by TADERA for use with the Licensed Material in writing or disclosed in the Documentation as for use with the Licensed Material.

8.2 **Consequential Damages Waiver.** Neither Party shall, under any circumstances or in any event, be liable to the other Party for any special, punitive, indirect, incidental, or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues; loss of production, by reason of shutdown, non-operation, or otherwise; increased expense of manufacturing or operation; loss of use; increased financing costs; or cost of capital.



8.3 Limit of Liability. NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT, TADERA'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, "**DAMAGES**") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE UNDER THIS AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES, AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO TWO TIMES THE FEES PAID BY LICENSEE TO TADERA, AND RECEIVED BY TADERA, FOR THE SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE TO WHICH THE DAMAGES RELATE DURING THE 365 CALENDAR DAY PERIOD IMMEDIATELY PRECEDING THE DAY OF THE FIRST EVENT GIVEN RISE TO THE CLAIM. ANY LIMITATION OF LIABILITY THAT APPLIES TO TADERA IN THIS SECTION SHALL ALSO APPLY TO TADERA'S DIRECTORS, OFFICERS, AFFILIATES, CONTRACTORS, AND AGENTS. ANY SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, AND WILL APPLY TO ALL ORDER FORMS, PURCHASE ORDER, SCHEDULES, ADDENDA, AGREEMENTS, AND ATTACHMENTS RELATED TO THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN TADERA AND LICENSEE AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SUPPLIER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. All of LICENSEE's rights and remedies relating to the SOFTWARE, LICENSES, SERVICES, SUPPORT, HOSTING, OR OTHERWISE, INCLUDING IN EACH CASE, ANY CREDITS, REFUNDS, OR RIGHTS OF TERMINATION, ARE SET OUT IN THE AGREEMENT. THESE RIGHTS AND REMEDIES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION, AND ARE THE ONLY REMEDIES FOR TADERA'S FAILURE IN RESPECT OF AN OFFERING OR SUBSCRIPTION SERVICE OBLIGATION.

ARTICLE 9 – CONFIDENTIALITY

9.1 Confidentiality Generally. Licensee acknowledges, agrees, and understands that the Licensed Material contains certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under intellectual property law, including trade secret laws, Licensee agrees not to disclose the Licensed Material to anyone unless previously authorized by TADERA in writing, or required to do so by law. Licensee's confidentiality obligation does not extend to (a) information that is known to Licensee prior to obtaining the same from TADERA; (b) information that is, at the time of disclosure by TADERA, then in the public domain; or (c) information that is lawfully obtained by Licensee from a third party who did not receive same directly or indirectly from TADERA and who has no obligation of secrecy with respect thereto. To the extent any Authorized Users have access to Licensed Material for the benefit of Licensee, such Authorized Users will be obligated to agree to protect the confidentiality of the Licensed Material to the same extent this Agreement obligates Licensee to protect the confidentiality of the Licensed Material and Licensee will ensure that such Authorized Users are bound by such confidentiality obligations. Licensee agrees to be liable for any breaches of such Authorized Users of the confidentiality of the Licensed Material. Licensee will use at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and will: (i) not use any of TADERA's confidential information for any purpose outside the scope of this Agreement. In the event Licensee is required by law, regulation, or court order to disclose this Agreement or any terms of this Agreement, Licensee will promptly notify TADERA in writing prior to making any such disclosure in order to facilitate TADERA seeking a protective order or other appropriate remedy from the proper authority. TADERA's confidential Information shall not be reproduced in any form except as permitted by this Agreement and as absolutely required by Licensee to perform its obligations under this Agreement. Any reproduction of any of TADERA's confidential information shall be TADERA's property, and shall contain all confidential or proprietary notices or legends which appear on the original. Licensee



acknowledge that any of TADERA's confidential information disclosed to it pursuant to this Agreement shall remain TADERA's property. Licensee further acknowledge that a breach of this section would cause irreparable harm to TADERA for which money damages would be inadequate, and would entitle TADERA to injunctive relief and to such other remedies as may be provided by law.

ARTICLE 10 – TERM AND TERMINATION

10.1 License Term. This Agreement will commence on the Effective Date and shall remain in full force through the Initial Term, unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a “**Renewal Term**”) unless a party provides written notice on non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the “**Term**”. TADERA will provide Licensee with pricing for any Renewal Term at least sixty (60) days prior to any expiration.

10.2 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time with sixty (60) days written notice to the other party. All reasonable costs incurred through the date of termination will be compensated by the other party.

10.3 Termination/Suspension for Default. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving 30 days' prior written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breaching Party has cured the breach prior to the expiration of such 30-day period and the Agreement continues to remain in effect. However, if the breaching Party believes that it has performed its best efforts and has cured the breach, and the issuing Party is unreasonable in granting acceptance of the cure, then such dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement. In lieu of termination, the non-breaching Party may suspend performance under this Agreement by such written notice until the breaching Party has cured the breach. Notwithstanding the foregoing, in the event this Agreement is terminated for TADERA's default or breach which is not cured within the prescribed cure period, only then shall Licensee be entitled to a refund of any amounts paid for annual fees or project fees, provided that such fees relate to periods or projects beyond the effective termination date. Refunds will be issued within thirty (30) days of the effective termination date, minus any amounts due for services rendered or costs incurred up until the termination date.

10.4 Termination for Competitive Issues. If Licensee develops a product, software, or otherwise, that is competitive with a Service or offering provided by TADERA under this Agreement, or Licensee is acquired by or acquires an interest in a competitor of TADERA, TADERA shall have the right to terminate this Agreement immediately, without penalty or charge.

10.5 Termination for Insolvency. If (a) insolvency, receivership or bankruptcy proceedings are instituted by or against a Party and are not terminated within 30 days, (b) a Party makes an assignment for the benefit of creditors or (c) a Party admits an inability to pay its debts as they come due, then in any such event the other Party may, in its sole discretion, terminate this Agreement immediately without notice.

10.6 Termination of License. Upon any expiration or termination of this Agreement, the License will terminate, and Licensee shall immediately (a) return the Licensed Materials to TADERA or destroy all



Licensed Materials in its possession; and (b) give TADERA written certification by an authorized representative, that through its best efforts, and to the best of its knowledge, Licensee has complied with all of its obligations under this paragraph.

10.7 **Survival.** Except as set forth to the contrary herein, the Parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

ARTICLE 11 – MISCELLANEOUS

11.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, excluding any choice of law provisions that may direct the application of any laws of any other jurisdiction. Subject to Section 11.2 (Mediation), the exclusive venue for any dispute or controversy between the Parties will be the state and federal courts located in the County of Maricopa, State of Arizona, United States. The Parties hereby irrevocably consent to jurisdiction and venue in such courts for this purpose, and the Parties waive objection to the jurisdiction and venue being in such courts.

11.2 **Mediation.** If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at the mediation. Any such mediation will be located in Mesa, Arizona, United States. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation.

11.3 **Assignment.** Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party; provided, however, that TADERA may assign this Agreement (a) to any affiliate of TADERA or (b) in connection with an assignment or transfer of all or substantially all of TADERA's assets to which this Agreement relates. This provision shall not be construed to prohibit a Party from assigning to any banking, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent.

11.4 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; (iii) upon confirmed receipt when delivered by email; or (iv) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to TADERA will be sent to the address shown in the introductory paragraph of this Agreement addressed to TADERA's signatory of this Agreement. Notices to Licensee will be sent to the address shown in the introductory paragraph of this Agreement addressed to Licensee's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.



11.5 Force Majeure. Neither Licensee nor TADERA shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic or pandemic, accident, fire, wind, flood; or because of any act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due TADERA hereunder.

11.6 Export. Licensee agrees to abide by any laws, restrictions, and conditions respecting the export, re-export, or other transfer of the Licensed Material disclosed or licensed to Licensee in accordance with this Agreement that are in effect now or are hereafter imposed by the United States Government, and will not export, re-export, or otherwise transfer the Licensed Material, except in full compliance with all relevant U.S. laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Licensee will not permit access or use of the Services in a Canada-embargoed country or nation, a U.S.-embargoed country or nation, an EU-embargoed country or nation, or a United Nations-embargoed country or nation, or in violation of any other applicable embargo, export law, or regulation.

11.7 Anti-Corruption. Licensee has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of TADERA's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, Licensee will use reasonable efforts to promptly notify TADERA.

11.8 Specific Performance. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Parties agree that any breach of this Agreement will cause substantial and irreparable injury, for which monetary damages would not be an adequate remedy, and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Parties shall have the right to seek specific performance and other injunctive and equitable relief, in accordance with the provisions of applicable Arizona law. The Parties further agree that, in the event injunctive relief is sought and to the extent permitted by Arizona law, neither Party should be required to post a bond in order to receive such equitable relief from the issuing Arizona Court. Notwithstanding this agreement, in the event that the issuing Court nonetheless requires that a bond be posted, the Parties mutually agree that a bond not exceeding \$500.00 is sufficient.

11.9 Miscellaneous. This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Licensee and TADERA with respect to the subject matter hereof. In addition, this Agreement may not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Licensee and TADERA. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement. The express provision herein for certain rights and remedies of Licensee shall not be construed to deprive TADERA of any other rights and remedies to which it would otherwise be entitled under applicable law. Without limiting the generality of the foregoing, TADERA will not be bound by any standard or printed or referenced terms produced by Licensee, including but not limited to those terms included or referenced in any of Licensee's



purchase orders. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the products or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law. Further, if any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a Portable Document Format (PDF), such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. A person who is not a party to this Agreement will not have any rights to enforce any term of this Agreement. No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party’s rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

11.10 TADERA may not use Licensee’s and/or any of its affiliates’ name, logo and/or trademark without Licensee’s prior written approval, for each instance.

IN WITNESS hereof, the Parties have executed this Agreement to be effective on the Effective Date set forth above.

Mesa Gateway Airport Authority	GCR Inc.
Signature:	Signature: <small>Signed by:</small> 
Name:	Name: <small>32A70203006E472...</small> Trisha Murray
Title:	Title: Group Manager
Date:	Date: 4/25/2025

The following attachments constitute a part of this Agreement and are incorporated herein by this reference.

Attachment A – Software License, Support, and Professional Service Fees

Attachment B – Hosting

Attachment C – Support

Attachment D – Statement of Work

Attachment E – Incident Response Policy

Attachment F - TADERA’s Continuity of Operations, Disaster Recovery and Backup



ATTACHMENT A SOFTWARE LICENSE, SUPPORT, AND PROFESSIONAL SERVICE FEES

The fees below are based on 'Small' airport size as defined by the Federal Aviation Administration, Commercial Service Airports.

Included Products & Services							
		List Price	Omnia Discount	Year 1	Year 2	Year 3	Totals
License	ABRM ¹	\$ 60,000.00	5%	\$ 57,000.00	\$ 59,850.00	\$ 62,843.00	\$ 179,693.00
Labor	Implementation and Training ²	\$ 72,473.00	5%	\$ 68,850.00			\$ 68,850.00
	Integration-Tyler ³	\$ 46,658.00	5%	\$ 44,325.00			\$ 44,325.00
	Subtotal			\$ 113,175.00			\$ 113,175.00
	TOTAL			\$ 170,175.00	\$ 59,850.00	\$ 62,843.00	\$ 292,868.00
1 OMNIA pricing for AirportIQ Business & Revenue Manager (ABRM) software suite for a non hub airport. Enterprise SaaS license includes all modules.							
2 Setup Fee includes Company & Agreement, Aeronautical Activity, Billing & Invoice							
3 Assumes automated one-way, flat-file nightly export of billing data from ABRM to Tyler ERP							

Annual Support Hours Cap: Following completion of implementation and handoff to Customer Success, Licensee will be allotted a maximum annual support of 40 hours, exclusive of defects in the Service. If Licensee exceeds those hours, additional support blocks of 4 hours may be purchased for \$800/support block. Licensee's annual Fees and included annual application support allotment applies to each Contract Year and shall not include unused application support time from prior Contract Years.

Payment Terms

Licensee agrees to pay TADERA the Fees in accordance with the payment terms set forth below:

- Annual Fees: Invoiced and due upon contract signature for Year 1, annual thereafter upon Anniversary Date
- Implementation, Training, and Tyler Integration Fixed Price Fees: Invoiced and due based on the following schedule
 - Notice to Proceed: 40%
 - Application Configuration: 20%
 - UAT Preparation: 30%
 - Go Live: 10%
- Time & Material Fees (if not Fixed Price): Billed monthly in arrears.
- Supplemental Services ordered during the Term will be invoiced on an agreed upon schedule

Initial Term

The Initial Term of this Agreement shall commence on the Effective Date and shall remain in full force until Licensee's 3rd Anniversary Date.

Additional Terms and Conditions

Any changes, additional services or Additional Modules required by Licensee beyond the Services of the original Scope of Work, shall be requested in writing through a Change Order or Task Order. Change Orders or Task Orders will include a detailed description of the additional services and new implementation schedules. Pricing for these additional services or Additional Modules will be determined by TADERA, considering the term and nature of the services or Additional Modules.



ATTACHMENT B HOSTING

TADERA agrees to provide Licensee with access to the Software during the Term through a hosted computing environment (“Hosting”). Hosting of the Software is provided through the Amazon Web Services (AWS) Cloud.

AWS Cloud

Working with AWS, TADERA has developed innovative automations that ensure unique security controls are implemented by default, allowing for streamlined governance across multiple users.

AWS Cloud is designed to host sensitive data, regulated workloads, and address the most stringent U.S. government security and compliance requirements – including the FedRAMP baseline and other compliance regimes. AWS meets the requirements of the most security-sensitive organizations with support for 98 security standards and compliance certifications — more than any other cloud offering.

AWS Security

For decades, TADERA has grown and evolved to meet the needs of a public sector that faces significant challenges, including cybersecurity. Keeping data secure while anticipating and mitigating threats is at the heart of everything we do. Our software solutions are built on a foundation of best practices that include:

- **National Institute of Standards and Technology (NIST) Standards:** Aims to align with the most stringent cybersecurity frameworks in the U.S. federal government.
- **Defense-in-Depth Strategies:** Implements specific countermeasures in layers to defend against cyber threats and vulnerabilities.
- **Zero Trust Architecture:** Prevents any user or device, inside or outside a network, from accessing an IT system until authenticated and continuously verified through a robust Identity and Access Management program that allows access to only necessary, specified resources.
- **Automated Provisioning:** Facilitates end-to-end automation based on specifications, policies, and analytics – without the need for human intervention and opportunities for human error.
- **24/7/365 Continuous Monitoring:** Partners with Optiv, a leading managed security service provider (MSSP), to deliver around-the-clock security monitoring services that ensure preventive and ongoing real-time operational measures.
- **Best-in-Breed Security Tools:** Taps into the power of best-of-breed security tools, such as AWS, CloudFlare, CrowdStrike, Optiv, Qualys, and MimeCast.

AWS Layers of Protection

Rooted in defense-in-depth strategies, TADERA’s approach to cybersecurity implements countermeasures in layers to create an aggregated security posture. Drawing on best practices and insights from leading InfoSec experts, our model ensures the most appropriate technologies are applied at every layer.

When it comes to public sector cybersecurity, there isn’t a single solution for defending against attacks. Cyber threats are continuously evolving, and thus, so is our cybersecurity program. We constantly realign with federal standards and industry best practices, push the bounds of innovation, and invest in partnerships to keep critical infrastructure systems and data secure. Upon Customer request, TADERA will obtain the latest SOC report audit from its cloud hosting provider (AWS) and provide to MGAA within ten (10) business days of MGAA’s request.

Further information: <https://aws.amazon.com/stateandlocal/?hp=tile&tile=industries&wwps-cards.sort-by=item.additionalFields.sortDate&wwps-cards.sort-order=desc>

Service Level Agreement (“SLA”)



1. **Uptime Target.** Subject to specifically mentioned exceptions, TADERA shall use commercially reasonable efforts to cause the Software to be available through the Hosting 99.5% of the time ("**Service Level Target**"), as measured on a monthly basis. In the event the Software and Hosting do not meet the Service Level Target, Licensee may be eligible to receive a Service Credit in accordance with the procedures described below.
2. "**Service Interruption**" is defined as either the total loss of Licensee availability to the Software, or the degradation of a specific element or component the Software to an extent by which the Software is not functional for their intended purpose, subject to the exceptions described below.
3. **Exceptions.** Any interruptions to the Service(s) caused by or during any of the following events or circumstances shall not constitute a Service Interruption hereunder and shall not to be considered and/or included in, or for the purpose of, calculating any Service Credits available under this SLA:
 - a. During any period where Licensee's payment of Fees is more than 30 days past due or where TADERA has suspended the Agreement for late payment;
 - b. Incidents outside TADERA's reasonable control, including those described in Section 10.4 of the Agreement;
 - c. Scheduled maintenance of the Hosting and Software for which TADERA has notified Licensee;
 - d. Incidents caused by equipment, software or other technology provided by Licensee or by a third party on behalf of Licensee;
 - e. Incidents caused by a violation of this agreement, negligence or willful misconduct by Licensee or Licensee agents or employees.
4. **Credit Request.** If Licensee experiences a Service Interruption, to receive consideration for a Service Credit, Licensee must provide written notice to TADERA within 30 days of such Service Interruption. The request should include, at a minimum, the date, time and duration of the Service Interruption. In instances of uncertainty or dispute as to whether an actual Service Interruption has occurred, TADERA shall make a final determination with respect to such uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records, which TADERA shall make available to Licensee at Licensee's request.
5. **Service Credits.** For each month, TADERA will calculate the percentage of time where the Software was available through the Hosting with no Service Interruptions for which the Licensee has requested credit pursuant to Section 4 of this Service Level Agreement ("**Uptime**"). For each percent (1.0%) which the Uptime falls below the Service Level Target, Licensee will be entitled to a one-fifth of one percent (0.2%) reduction in the next Annual Fees (each such reduction, a "**Service Credit**"). For example, if the Uptime for a month were 97.5%, 2.0% below the Service Level Target, Licensee would be entitled to a 0.4% Service Credit on the next Annual Fees.
6. **Service Credit Maximum.** The parties acknowledge and agree that (a) the maximum Service Credit Licensee may receive for Service Interruptions as described in this SLA shall be no more than 7.5% of the next Annual Fees, and (b) the Service Credits prescribed under this SLA shall be the sole and exclusive remedy for any and all such Service Interruptions, in each case notwithstanding anything to the contrary in this SLA or elsewhere in this Agreement.



ATTACHMENT C SUPPORT

The software covered by this support agreement includes the Licensed Programs plus any future versions of the Licensed Programs offered by TADERA as an incremental upgrade. Future expansion of the system that requires modifications outside the support of the base system is not covered under this agreement.

Software Support Policy Descriptions

In accordance with the terms of this Agreement, TADERA will furnish the following support services for the Licensed Programs.

Enhanced Technical Support

TADERA has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. A Power User is defined as a trained, advanced user who can troubleshoot basic issues without assistance. Licensee is limited to two (2) designated Power Users at any one time, who will act as the support liaison between the Licensee and TADERA. Licensee agrees that support may be provided through electronic communications or telephone support.

Timeliness of Incident Resolution

TADERA shall use commercially reasonable efforts to provide modifications or additions to correct errors in the Software reported by Licensee. The level of support that TADERA can provide is dependent upon the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee agrees that efforts beyond the Annual Support Hours Cap set forth in Attachment A per Contract Year would not be commercially reasonable.

If the Licensee cannot reproduce a problem or if TADERA cannot successfully gather adequate troubleshooting information, TADERA will require temporary login access on the licensee's AWS Cloud hosted system to identify and address the problem. This communication capability shall be accessible 24 hours a day, seven days a week.

New Releases

Incremental upgrade releases (not requiring modifications outside the support of the base system) and Documentation will be made available for all purchased modules during the term of the Agreement.

Program Enhancements

Enhancement releases (not requiring modifications outside the support of the base system) for the software will be made available for all purchased modules during the term of the Agreement.

Installation Assistance

Support for the proper installation of the current release of the software, and any subsequent patches or updates described above will be made available through remote assistance.



ATTACHMENT D STATEMENT OF WORK PROFESSIONAL SERVICES & ASSUMPTIONS

Overview

To launch the engagement, we will conduct a kickoff meeting with leaders and key stakeholders. The purpose of this meeting is to set the stage for a successful project by validating the project scope, deliverables, plan, resources, schedule, and project management structure. We develop and deliver the project schedule.

TADERA will conduct a series of Business Process Analysis (BPA) sessions to gain a better understanding of the Licensee's current operating systems and business processes, develop a series of business/user stories, and codesign a process that leverages the ABRM platform to streamline your operations. Based on the findings from the BPA sessions, TADERA will develop a Requirements Traceability Matrix that includes roles and responsibilities and any customizations that will require software development. Software development will follow our standard SDLC process.

Implementation Process

The following table outlines typical implementation processes and timelines. After initial discovery, a plan specific to the Licensee's processes and goals are developed and presented to you for review and approval.

Phase	Key Implementation Deliverables
Project Planning	<ul style="list-style-type: none"> Implementation Work Plan, including detailed work steps and timeline for project plan Kickoff Presentation Major Decision Points Project Schedule
Installation and Initial Training	<ul style="list-style-type: none"> Technical Design Report Documented server hardware and software specifications, and database management software Creating production and test environments and databases Documentation of how transaction data is represented in the database Documentation for user created reports and queries Product Installation
Functional Requirements	<ul style="list-style-type: none"> Documented Requirements How processes will work from the users' perspective GAP analysis for any additional functionality required, including additional reports that may be required Requirements Traceability Matrix
Testing and Training	<ul style="list-style-type: none"> Application Training Preliminary Procedures Administration Training prior to go-live
Implementation and Go Live	<ul style="list-style-type: none"> Cutover Plan Support Plan Readiness Review Report



	▪ Production System
Operation	▪ On-Going Support

Training

Prior to going live, we will provide Licensee's users and system administrators with interactive training supported by current, easy-to-follow documentation.

Our training goal is to provide users with the most effective and efficient path to the successful inauguration and ongoing use of our software. Training was developed – and is constantly being refined – by trainers working hand-in-hand with our Product Specialists who have come from the public sector and know exactly what agencies need to be in compliance. To round out our perspective, we routinely incorporate feedback from our customers about what and how they want information. The combination of customer expertise combined with TADERA expertise makes for a proven, highly-rated training program.

Interface to Tyler Technologies ERP

TADERA will create an integration which will be designed to interface with Tyler Technologies, running nightly on an automated basis. The integration will be based on prior integrations that incorporate an automated one-way, flat-file nightly export of billing data from ABRM to Tyler ERP. The ABRM architecture is flexible and allows custom integrations to be created to meet specific requirements for different clients. These integrations are created as airport plugins and configured for each individual client.

PCI 4.0 Compliance

TADERA has delivered our final and passing Attestation of Compliance for Self-Assessment Questionnaire D for Service Providers. Annually we will recertify and perform PCI DSS SAQ-D Assessment Services supporting ABRM against the requirements set forth by the PCI Security Standards Council. The assessment will be performed utilizing PCI DSS v4.0.



Standard Deliverables Scope of Work

1. Project Management services to oversee the implementation, create/maintain a project schedule, assign tasks via the work breakdown structure, manage deliverables, address action items, and communicate project statuses to customer stakeholders
2. Application site setup on the on the TADERA Amazon Web Services (AWS) Cloud for two (2) environments, TEST and PRODUCTION
3. Application security profiles established for the following roles: Employee Read Only, Contract Management/Property Management, Accounting Management, Utilities Management, Admin
4. Functional Discovery Workshops to review and enhance the reference tables with customer specific look-up values that fit within the standard configuration (as contracted)
 - a. One (1) for Company & Agreement up to two (2) hours and includes initial Training (remote)
 - b. One (1) for Aeronautical & Activity up to two (2) hours and includes initial Training (remote)
 - c. One (1) for Billing & Invoice up to two (2) hours and includes initial Training (remote)
 - d. One (1) for GL Export Integration up to two (2) hours and includes initial Training (remote)
5. Application configuration for contracted application functions (as contracted)
 - a. Company & Agreement: includes the setup and configuration of one (1) each of the following agreement types: Airline, Building & Landing Lease, Concessionaires Food & Beverage, Concessionaires Rental Cars, and Ground Transportation
 - b. Aeronautical Activity: Includes the setup and configuration of one (1) Airline's aeronautical activity related airlines and components (Ops Stats with Joint Use)
 - c. Billing & Invoice: includes one (1) customization of the header and footer of an invoice and statement
 - d. GL Export Integration: includes one (1) of TADERA's existing library of integrated ERPs; includes SFTP connectivity
6. System Integration Testing to validate setup, configurations, forms, and reports against the application data in the TEST environment
7. Functional Training Sessions to prepare for User Acceptance Testing (as contracted)
 - a. One (1) for Company & Agreement up to two (2) hours (remote)
 - b. One (1) for Aeronautical & Activity up to two (2) hours (remote)
 - c. One (1) for Billing & Invoice up to two (2) hours (remote)
 - d. One (1) for GL Export Integration up to two (2) hours (remote)
8. User Acceptance Testing assistance (remote) to answer questions and provide guidance for final acceptance
9. Go-live final assistance (remote) for the week of go-live and two (2) weeks post go-live
10. Transition assistance to the TADERA Customer Success Team for ongoing product support
11. All deliverables are based on remote services, in-person training can be added for \$11,375 in fixed price labor and travel expenses per 3-day onsite visit per Consultant
12. Any deviation or addition to the above scope deliverables will require a Change Order if within the active implementation or a Task Order post go-live
13. Letter management is out of scope



Implementation Milestone Schedule

ABRM Key Milestones	Business Days
Notice To Proceed	NTP + 0
Project Kickoff	NTP + 5
Discovery	NTP + 10
Configuration of Reference Tables	NTP + 20
Integration Design (GL)	NTP + 50
Configuration of Operational Data	NTP + 90
Agreement Entry (Customer)	NTP + 150
User Acceptance Testing	NTP + 160
Go Live	NTP + 200



ATTACHMENT E Incident Response Policy

1.0 Purpose

This policy defines the requirements for Incident Response across all TADERA that is aligned with NIST CSF and FISMA. This Incident Security Plan (ISP) defines the procedures, roles, and responsibilities for handling security incidents affecting TADERA, a system within the federal agency environment. The goal of this plan is to ensure the security of TADERA in compliance with the Federal Information Security Modernization Act (FISMA), minimizing potential damages, ensuring timely recovery, and maintaining the integrity of national security-related data.

The ISP establishes a proactive, well-coordinated, and structured approach to detecting, responding to, and recovering from security incidents, whether they are cyber, physical, or personnel-related.

2.0 Objectives

- **Ensure Rapid Incident Detection:** Enable prompt identification and classification of security incidents affecting TADERA.
- **Implement Effective Response:** Establish clear, actionable steps for mitigating damage from an incident.
- **Ensure Regulatory Compliance:** Adhere to FISMA and other related federal standards, including NIST Special Publication 800-53.
- **Protect Sensitive Data:** Safeguard confidential and critical information during and after a security incident.
- **Support Continuous Improvement:** Learn from past incidents to improve system resilience and incident handling capabilities.

3.0 Scope

This plan applies to all TADERA systems, networks, data, and personnel associated with the operation, management, and use of TADERA, including:

- TADERA's cybersecurity infrastructure
- Connected external networks and devices
- End-users, contractors, and third-party service providers
- Data classified under FISMA standards

This plan will align with all FISMA-related security standards, including NIST SP 800-53 and NIST Cybersecurity Framework.

4.0 Incident Classification

Incidents affecting TADERA are categorized based on the nature, severity, and impact on operations. This ensures that appropriate response and escalation steps are taken.

- **Category 1: Low Impact Incident**
 - Examples: Minor security breaches with limited impact, such as minor system misconfigurations.
 - Response: Contained within the TADERA environment, requiring internal resolution.
- **Category 2: Moderate Impact Incident**
 - Examples: A detected malware intrusion or data leakage without widespread access to sensitive data.
 - Response: May require external involvement, such as system vendors or cybersecurity experts.
- **Category 3: High Impact Incident**



- Examples: Major data breach, ransomware attack, or denial-of-service attack that affects critical operations.
- Response: Immediate and coordinated efforts involving external agencies (e.g., FBI, NIST, CISA) are required.
- **Category 4: Critical Incident**
 - Examples: Cyberattack or physical security breach that compromises national security or critical operations.
 - Response: Immediate action involving senior DHS and federal leadership, along with law enforcement and intelligence agencies.

5.0 Roles and Responsibilities

Incident Response Team (IRT): The IRT consists of designated experts in cybersecurity, physical security, legal compliance, public communications, and business continuity.

- **Incident Commander (IC):** Leads the overall incident management process and communicates with external stakeholders. Ensures compliance with FISMA.
- **Cybersecurity Response Lead:** Manages cyber-related incident responses, including network and endpoint security.
- **Physical Security Lead:** Addresses physical security breaches impacting TADERA facilities or infrastructure.
- **Compliance and Legal Lead:** Ensures that all actions are in compliance with FISMA and other regulatory requirements, including the preservation of evidence for possible legal action.
- **Communications Lead:** Coordinates internal and external communications regarding the incident.
- **Business Continuity Lead:** Ensures operational continuity and recovery for affected services.

Additional Support:

- **External Support:** Agencies such as CISA, NIST, FBI, and local law enforcement, as required.

6.0 Incident Response Phases

- **Phase 1: Detection and Identification**
 - Continuously monitor TADERA systems and networks for potential security incidents through automated tools, threat intelligence feeds, and manual oversight.
 - Implement Security Information and Event Management (SIEM) tools aligned with FISMA guidelines for detecting anomalies.
 - Immediately notify the Incident Response Team (IRT) upon detection of suspicious activity.
- **Phase 2: Assessment and Classification**
 - The IRT assesses the severity of the incident based on predefined classification levels (Low, Moderate, High, Critical).
 - Review logs, alerts, and real-time data to understand the scope of the incident.
 - Engage external experts, including law enforcement or vendors, for further analysis if necessary.
- **Phase 3: Containment and Mitigation**
 - **Short-Term Containment:** Implement measures to isolate affected systems, networks, or devices to prevent the incident from spreading.
 - **Long-Term Containment:** Modify configurations, deploy patches, and strengthen access controls to prevent further exploitation.



- **Mitigation:** Address vulnerabilities identified during the incident and secure data, systems, and operations affected.
- **Phase 4: Eradication and Recovery**
- **Eradication:** Identify the root cause and remove any malicious activity, malware, or unauthorized access.
- **Recovery:** Begin restoring systems and data from backups in accordance with business continuity plans. Ensure all systems are fully operational and secure before returning to normal operations.
- **Testing:** Conduct testing to ensure that systems are secure and unaffected by the incident.
- **Phase 5: Post-Incident Review and Reporting**
- The IRT conducts a debriefing session to analyze the incident's handling and identify any areas for improvement.
- Prepare a formal incident report, including a timeline, root cause analysis, and lessons learned.
- Share relevant reports with senior management, external authorities, and stakeholders in accordance with FISMA's reporting requirements.

7.0 Communication Strategy

Internal Communications:

- **Incident Notifications:** Use secure communication channels to notify TADERA staff and contractors of the incident.
- **Incident Briefings:** Provide regular updates to management, including the Incident Commander, regarding the status of the incident and recovery efforts.

External Communications:

- **Public and Stakeholder Communication:** Collaborate with the Public Information Officer (PIO) to issue press releases and notifications to relevant stakeholders, including the public and media.
- **Coordination with External Agencies:** Work with law enforcement, CISA, and other federal partners as needed for incident response and compliance reporting.

8.0 Training and Awareness

- **Incident Response Training:** Provide regular training sessions for the IRT and key stakeholders on FISMA requirements, incident handling processes, and compliance obligations.
- **Phishing and Threat Awareness:** Conduct cybersecurity awareness training for all TADERA users to reduce the risk of human error-related incidents.
- **Simulated Drills:** Perform tabletop exercises and live drills to ensure readiness for potential incidents.

9.0 Resources and Tools

- **SIEM Systems:** For threat detection and real-time monitoring.
- **Backup and Recovery Tools:** Cloud-based and off-site backups for data recovery.
- **Encryption and Authentication Tools:** To secure data in transit and at rest.
- **Forensic Tools:** To investigate and analyze the scope of security incidents.

10.0 Legal and Regulatory Compliance



This plan is fully aligned with the Federal Information Security Modernization Act (FISMA), as well as NIST Special Publication 800-53, which defines the security and privacy controls required for federal information systems.

- **FISMA Compliance:** Ensure that all incident response actions are in compliance with the guidelines and reporting standards outlined in FISMA.
- **Documentation and Reporting:** Maintain thorough documentation of the incident and response actions for audit purposes.
- **Data Protection:** Follow relevant privacy laws, including Federal Privacy Act requirements, when handling sensitive data.

11.0 Continuous Improvement

- **Post-Incident Analysis:** Conduct a thorough analysis following every incident to assess response effectiveness, identify gaps, and implement improvements.
- **Feedback Loop:** Regularly update the Incident Security Plan based on findings from incidents, training exercises, and evolving threats.
- **Annual Review:** Ensure that the ISP is reviewed and updated annually to remain compliant with FISMA and other relevant regulations.

12.0 Conclusion

The Incident Security Plan for TADERA ensures that the system complies with FISMA and maintains a robust, resilient security posture. By following the structured incident management process outlined in this plan, TADERA will be able to detect, respond to, and recover from security incidents effectively while ensuring the protection of sensitive government data.



Date Revised	Version	Summary of Changes
4/3/2020	1.0	First Draft
4/9/2020	1.2	Second draft – reduced complexity
3/15/2021	2.0	Reviewed, Updated for 2021
6/1/2021	2.1	Reworded to align closely with NIST CSF
1/19/2023	2.2	Reworded to align with IR Playbooks and re-formatted for consistency.
1/7/2025	2.3	Adjusted for ACMDS FISMA for CSAM



ATTACHMENT F
TADERA's Continuity of Operations, Disaster Recovery and Backup



HOSTING PLATFORM

1. All AirportIQ software is offered as a Cloud-hosted solution, shifting the technical responsibilities for hosting and redundancies to TADERA.
2. TADERA offers a turn-key SaaS solution with TADERA providing hosting services through our FedRAMP and PCI-compliant hosting vendor, AWS. This approach utilizes AWS Cloud, which is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Payment Card Industry (PCI), Data Security Standards (DSS), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).
3. AWS Cloud includes Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) components such as infrastructure, network, storage, data management, identity management and many other services.
4. TADERA will leverage applicable AWS Cloud features to ensure that the airport's data is secure. These features include:
5. Security, Privacy & Compliance – Microsoft has implemented its robust security, privacy, and compliance controls framework plus additional stringent controls to meet the higher-level requirements found in ECSB Impact Levels and CJIS.
6. Data Storage – The AWS Cloud environment maintains multiple datacenters around the globe. Currently TADERA contracts with AWS to provision the AWS Cloud environment to maintain 2 datacenters roughly 800 miles apart, all stored within Continental United States (CONUS) datacenters. AWS S3 Storage Service provides a highly durable storage infrastructure designed for mission-critical and primary data storage. Objects are redundantly stored on multiple devices across multiple facilities within a region, designed to provide a durability of 99.99%. AWS provides further protection for data retention and archiving through versioning in AWS Storage Service, AWS Multi-factor authentication (AWS MFA), bucket policies, and Access Management (IAM).
7. Compliance – AWS is continuously investing to meet and maintain rigorous and changing federal, state, and local compliance requirements such as FedRAMP, PCI, DSS, CJIS, ECSB, HIPAA and IRS 1075 for U.S. government solutions.

Application and Hosting Security

8. At the application level, we have a configurable max attempt. We use token authentication with a configurable token expiration period.
9. At the hosting center level, we utilize AWS Managed Disk service which has encryption enabled by default as follows:



10. An AWS managed disk is a virtual hard disk (VHD). You can think of it like a physical disk in an on-premises server but, virtualized. AWS managed disks are stored as page blobs, which are a random IO storage object in AWS. We call a managed disk 'managed' because it is an abstraction over page blobs, blob containers, and AWS S3 buckets.

Benefits of managed disks

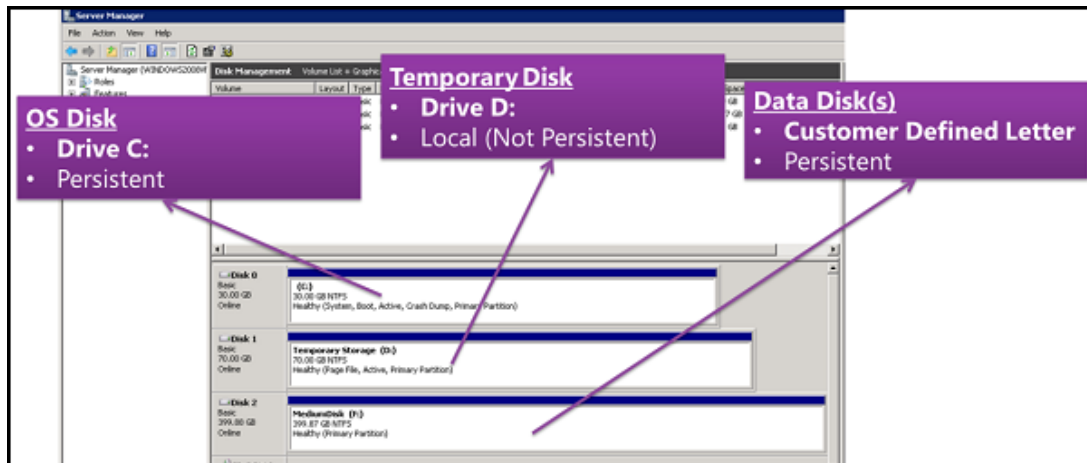
11. Highly durable and available - Managed disks are designed for 99.99% availability. Managed disks achieve this by providing you with three replicas of your data, allowing for high durability. If one or even two replicas experience issues, the remaining replicas help ensure persistence of your data and high tolerance against failures. This architecture has helped AWS consistently deliver enterprise-grade durability for infrastructure as a service (IaaS) disks, with an industry-leading ZERO% annualized failure rate.
12. Simple and scalable VM deployment - Using managed disks, you can create up to 50,000 VM disks of a type in a subscription per region, allowing you to create thousands of VMs in a single subscription. This feature also further increases the scalability of [virtual machine scale sets](#) by allowing you to create up to 1,000 VMs in a virtual machine scale set using a Marketplace image.
13. Integration with availability sets - Managed disks are integrated with availability sets to ensure that the disks of [VMs in an availability set](#) are sufficiently isolated from each other to avoid a single point of failure. Disks are automatically placed in different storage scale units (stamps). If a stamp fails due to hardware or software failure, only the VM instances with disks on those stamps fail. For example, let's say you have an application running on five VMs, and the VMs are in an Availability Set. The disks for those VMs won't all be stored in the same stamp, so if one stamp goes down, the other instances of the application continue to run.
14. Integration with Availability Zones - Managed disks supports [Availability Zones](#), which is a high-availability offering that protects your applications from datacenter failures. Availability Zones are unique physical locations within an AWS region. Each zone is made up of one or more datacenters equipped with independent power, cooling, and networking. To ensure resiliency, there's a minimum of three separate zones in all enabled regions. With Availability Zones, AWS offers industry best 99.99% VM uptime SLA.
15. AWS Backup support - To protect against regional disasters, [AWS Backup](#) can be used to create a backup job with time-based backups and backup retention policies. This allows you to perform easy VM restorations at will. Currently AWS Backup supports disk sizes up to four terabyte (TiB) disks. AWS Backup supports backup and restore of AMIs.



16. Granular access control - You can use [AWS IAM role-based access control \(RBAC\)](#) to assign specific permissions for a managed disk to one or more users. Managed disks expose a variety of operations, including read, write (create/update), delete, and retrieving a [shared access signature \(SAS\) URI](#) for the disk. You can grant access to only the operations a person needs to perform their job. For example, if you don't want a person to copy a managed disk to a storage account, you can choose not to grant access to the export action for that managed disk. Similarly, if you don't want a person to use an SAS URI to copy a managed disk, you can choose not to grant that permission to the managed disk.
17. Encryption - Managed disks offer two different kinds of encryption. The first is Storage Service Encryption (SSE), which is performed by the storage service. The second one is AWS Disk Encryption, which you can enable on the OS and data disks for your VMs.
18. Storage Service Encryption (SSE) - [AWS Storage Service Encryption](#) provides encryption-at-rest and safeguards your data to meet your organizational security and compliance commitments. SSE is enabled by default for all managed disks, snapshots, and images in all the regions where managed disks are available.
19. AWS Disk Encryption (ADE) - AWS Disk Encryption allows you to encrypt the OS and Data disks used by an IaaS Virtual Machine. This encryption includes managed disks. For Windows, the drives are encrypted using industry-standard BitLocker encryption technology. For Linux, the disks are encrypted using the DM-Crypt technology. The encryption process is integrated with AWS Secrets to allow you to control and manage the disk encryption keys.

Disk roles

20. There are three main disk roles in AWS: the data disk, the OS disk, and the temporary disk. These roles map to disks that are attached to your virtual machine.



21.

22.



23. Data disk - A data disk is a managed disk that's attached to a virtual machine to store application data, or other data you need to keep. Data disks are registered as SCSI drives and are labeled with a letter that you choose. Each data disk has a maximum capacity of 32,767 gibibytes (GiB). The size of the virtual machine determines how many data disks you can attach to it and the type of storage you can use to host the disks.
24. OS disk - Every virtual machine has one attached operating system disk. That OS disk has a pre-installed OS, which was selected when the VM was created.
25. Temporary disk - Every VM contains a temporary disk, which is not a managed disk. The temporary disk provides short-term storage for applications and processes and is intended to only store data such as page or swap files. Data on the temporary disk may be lost during a [maintenance event](#) or when you [redeploy a VM](#). On AWS Linux VMs, the temporary disk is /dev/sdb by default and on Windows VMs the temporary disk is D: by default. During a successful standard reboot of the VM, the data on the temporary disk will persist.

Managed disk snapshots

26. A managed disk snapshot is a read-only crash-consistent full copy of a managed disk that is stored as a standard managed disk by default. With snapshots, you can back up your managed disks at any point in time. These snapshots exist independent of the source disk and can be used to create new managed disks.
27. Images - Managed disks also support creating a managed custom image. You can create an image from your custom VHD in a storage account or directly from a generalized (sysprepped) VM. This process captures a single image. This image contains all managed disks associated with a VM, including both the OS and data disks. This managed custom image enables creating hundreds of VMs using your custom image without the need to copy or manage any storage accounts.
28. Images versus snapshots - It's important to understand the difference between images and snapshots. With managed disks, you can take an image of a generalized VM that has been deallocated. This image includes all of the disks attached to the VM. You can use this image to create a VM, and it includes all of the disks.
29. A snapshot is a copy of a disk at the point in time the snapshot is taken. It applies only to one disk. If you have a VM that has one disk (the OS disk), you can take a snapshot or an image of it and create a VM from either the snapshot or the image.
30. A snapshot doesn't have awareness of any disk except the one it contains. This makes it problematic to use in scenarios that require the coordination of multiple disks, such as striping. Snapshots would need to be able to coordinate with each other and this is currently not supported.



System Monitoring

32. TADERA's solution utilizes windows performance monitor for application monitoring, resource monitoring, and alarms and alerts, which can be used to configure the multiple performance counters, including system state or specified activity, alerting the airport administrator via email or text. Some of the more specific performance counters include:
33. Operating System Resources (e.g., Processor, Threads, Processes, Memory, Physical Disk, Network Interface, Cache)
34. Application Resources (e.g., ASP .NET Applications, .NET CLR Memory, .NET CLR Memory, .NET CLR Remoting, .NET CLR Exceptions, .NET CLR Data)
35. Web/Application Server Resources (e.g., Processor, Threads, Processes, Memory, Physical Disk)
36. Database Server Resources (e.g., Memory Manager, Locks, Access Methods, Processor Time, Index searches).

Disaster Recovery

38. For disaster recovery and fault tolerance, TADERA uses AWS Backups with AMIs copies in a different region, a service that contributes to the airport's business continuity and disaster recovery (BCDR) strategy by having copies of servers and virtual machines to a secondary location. For database and application servers, details include nightly backups (retained for 8 days), 15-minute logging and disaster recovery along with 24-hour monitoring. In the event of an outage in the primary location, failover to the secondary site occurs to keep apps and workloads available. Failback to the primary location will occur when normal operations resume.

System Availability

40. The proposed solution's application database performance metrics in a clustered environment is listed below.
41. Availability:
42. 99.9 percent
43. Failover:
44. Disaster recovery will be completed within 8 hours of the incident
45. Scalability:
46. Scale out, scale up and scale dynamically



47. For cost-effective scale-out, add-ons include (for additional fee):

48. Added application and data nodes per cluster, or

49. Added CPU threads (16, 32, 64, etc.) or

50. Added Memory (32GB, 64GB, etc.) per data node

Network

51. The network is divided into subnets for Web Tier for external access, Data subnet for internal data storage, A remote subnet for fat client application and an AD subnet for security. The external facing tier is protected by and AWS App gateway and WAF. The BLOB external storage account is used for SFTP and moving files inn an out of the network. All subnets are protected by network security groups. The East US region is for DR using AWS Site Recovery and backups use AWS Backup service for VM's and databases in the US central region.



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

Board Action Item

Re: Resolution 25-20

To: Board of Directors
From: Bob Draper, P.E., LEED AP, CM Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Hourly Lot Mill & Replace Improvements Project – Authorization of Services with
Combs Construction Company, Inc. – CIP 1281
Date: May 20, 2025

Proposed Motion

To approve an Authorization of Services with Combs Construction Company, Inc. for Construction of the Hourly Parking Lot Mill & Replacement Improvements, in an amount not to exceed \$486,326.03 under CIP 1281.

Narrative

A portion of the existing Hourly Lot was recently evaluated as part of the 2024 Landside Pavement Management Project, and upon evaluation, the deteriorating asphalt pavement within this area was determined to be in need of mitigation by means of a mill and overlay. The project will consist of milling, paving, crack and seal operations, remarking pavements, and the installation of new “Traffic Calming” measures, along with the demolition and redesign of the curb median at the entrance of the terminal access road.

MGAA is a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) allowing the Airport to utilize cooperative contracts from other Arizona public entities. Construction Company, Inc. (Combs) was awarded a JOC through the City of Peoria (#P22-0020A). It is through this competitive selection that MGAA will utilize Combs for construction of the Hourly Lot Mill & Replace Improvements Project. This contract is available upon request.

Fiscal Impact

This project was included in the FY25 Capital Budget and is funded with MGAA non-grant funds under CIP 1281.

Attachment(s)

Authorization of Services



RESOLUTION NO. 25-20

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 approve an Authorization of Services with Combs Construction Company, Inc. for Construction of the Hourly Parking Lot Mill & Replacement Improvements, in an amount not to exceed \$486,326.03 under CIP 1281;

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

The Board of Directors of the Authority hereby approves an Authorization of Services with Combs Construction Company, Inc. for Construction of the Hourly Parking Lot Mill & Replacement Improvements, in an amount not to exceed \$486,326.03 under CIP 1281. 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 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

AUTHORIZATION OF SERVICES
COMBS CONSTRUCTION COMPANY INC., AOS 20250126 25-02

The signing of this Authorization of Services (AOS) by Mesa Gateway Airport Authority ("MGAA") and Combs Construction Company, Inc., P.O. Box 10789, Glendale, AZ 85318, ("Contractor"), authorizes Contractor to carry-out and complete the services described below in consideration of the mutual covenants set forth below.

1. **PROJECT:** Hourly Lot Improvements Mill & Replace – CIP1281
2. **SCOPE OF SERVICE:** Perform and provide Construction Services for the Hourly Lot Mill & Replace Improvements Project. A portion of the existing Hourly Lot was recently evaluated as part of the 2024 Landside Pavement Management Project, and upon evaluation, the deteriorating asphalt pavement within this area was determined to be in need of mitigation by means of a mill and overlay. The project will consist of milling, paving, crack and seal operations, remarking pavements, and the installation of new "Traffic Calming" measures, along with the demolition and redesign of the curb median at the entrance of the terminal access road.
3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of work, not to exceed \$486,326.03 (Four hundred eighty-six thousand, three hundred twenty-six dollars and three cents), without the express written approval of MGAA.
4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this AOS is subject to the availability of funds provided to, made available to, or appropriated by MGAA for this purpose. In the event that funds are not available or appropriated for MGAA's payment requirements under this AOS for the goods and/or services to be provided hereunder, MGAA may terminate this AOS by providing notice to the Contractor of the lack of the availability of funds. The Contractor acknowledges and agrees that one source of funding for this AOS may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this AOS, its approval and continuation, may be contingent on the availability of those funds being made to MGAA.
5. **INCORPORATED:** The following documents, including its terms, conditions, exhibits, attachments, and amendments are hereby incorporated with this AOS and made part thereof:
 - ☒ MGAA Agreement-to-Use Number: 20250126, effective 12/05/24
 - ☒ Construction Plans Issued April 9, 2025 (File No. 091134071-CV)
6. **ATTACHED:** The following documents are attached and incorporated herein by this reference and made part thereof:
 - ☒ Contractor's Scope and Fee Proposal dated 04/07/25
 - ☒ Exhibit 1, MGAA Project Specific Terms
7. **EFFECTIVE:** This AOS is effective as of the date signed by MGAA.



MGAA and Contractor acknowledge that they are in agreement with the terms and conditions as set forth in this AOS.

Executed as of the Effective Date.

CONTRACTOR
COMBS CONSTRUCTION COMPANY, INC.,
An Arizona Corporation

MGAA
MESA GATEWAY AIRPORT AUTHORITY,
a joint powers airport authority authorized by
the state of Arizona

By: _____

Name: _____

Title: _____

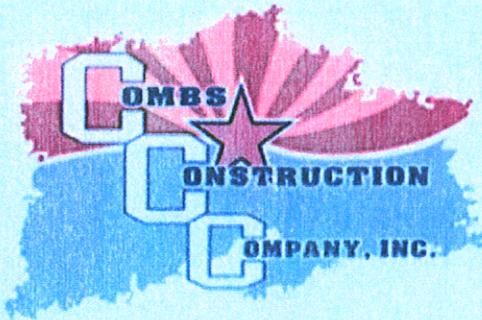
Date: _____

By: _____

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: _____



April 7, 2025

Mr. Rich Adams
Phoenix Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, AZ 85212

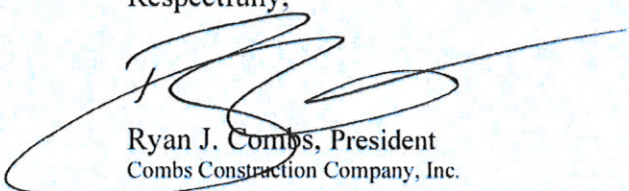
Re: Hourly Lot Improvements

Dear Mr. Rich Adams,

Please find enclosed the proposal for the Hourly Lot Improvements on behalf of Combs Construction Company, Inc. Please review and sign if accepted and return to our office.

Please do not hesitate to contact me directly should you have any comments, questions or concerns. Thank you.

Respectfully,



Ryan J. Combs, President
Combs Construction Company, Inc.

CC: Proposal File - Phoenix Mesa Gateway Airport Authority



PHOENIX MESA GATEWAY AIRPORT - HOURLY LOT IMPROVEMENTS

PROPOSAL DATE April 7, 2025

ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	SUBTOTAL
1	Mobilization (Maximum of 5%)	1.00	LS	\$ 22,000.00	\$ 22,000.00
2	Traffic Control	1.00	LS	\$ 68,100.00	\$ 68,100.00
3	Roadway Excavation	± 2.00	CY	\$ 1,600.00	\$ 3,200.00
4	Subgrade Preparation	± 60.00	SY	\$ 125.00	\$ 7,500.00
5	Placement and Construction of Aggregate Base Course (4" Depth)	± 6.00	CY	\$ 750.00	\$ 4,500.00
6	Asphalt Milling (2" Depth)	± 7,230.00	SY	\$ 5.00	\$ 36,150.00
7	Asphalt Milling Grind (0.5" Depth) (Speed Hump Edges Only)	± 42.00	SY	\$ 440.00	\$ 18,480.00
8	Placement and Construction of Asphalt Concrete Pavement (2.25" Depth Overlay)	± 880.00	TN	\$ 175.00	\$ 154,000.00
9	Placement and Construction of Asphalt Concrete Pavement (5.5" Depth, 2-Lifts)	± 10.00	TN	\$ 1,000.00	\$ 10,000.00
10	Placement and Construction of Asphalt Concrete Pavement (0"-3" Depth Varies, Speed Hump)	± 32.00	TN	\$ 800.00	\$ 25,600.00
11	Tack Coat	± 7,460.00	SY	\$ 1.00	\$ 7,460.00
12	Concrete Curb Radius Adjustment (Including Curb and Gutter, Sidewalk, and Curb Ramp Improvements)	± 22.00	SY	\$ 225.00	\$ 4,950.00
13	Curb and Gutter Type A MAG STD DET 220	± 24.00	LF	\$ 100.00	\$ 2,400.00
14	Curb Type A MAG STD DET 222	± 8.00	LF	\$ 145.00	\$ 1,160.00
15	Modified Curb Ramp per MAG STD DET 237-2	± 144.00	SF	\$ 47.00	\$ 6,768.00
16	Pavement Markings (Pedestrian Walkways, Yellow)	± 740.00	SF	\$ 1.30	\$ 962.00
17	Pavement Markings (Enhanced Crosswalks, White)	± 2,150.00	SF	\$ 1.30	\$ 2,795.00
18	Pavement Markings (Parking Lot Stripes, White)	± 1,290.00	SF	\$ 1.30	\$ 1,677.00
19	Pavement Markings (EV Parking Lot Stripes, Green)	± 10.00	SF	\$ 55.00	\$ 550.00
20	Pavement Markings (ADA Sign Marking, Blue & White)	± 90.00	EA	\$ 105.00	\$ 9,450.00
21	Removal of Existing Improvements (PCC Pavement, 4-inch Sidewalk/Ramp)	± 223.00	SF	\$ 14.00	\$ 3,122.00
22	Removal of Existing Improvements (AC Pavement, 5.5-inch Existing Roadway)	± 14.00	SY	\$ 260.00	\$ 3,640.00
23	Removal of Existing Improvements (PCC Curb and Gutter)	± 50.00	LF	\$ 75.00	\$ 3,750.00
24	Removal of Existing Improvements (Pavement Markings by Waterblasting)	± 2,630.00	SF	\$ 3.50	\$ 9,205.00
25	Removal of Existing Improvements (Remove Existing Sign)	± 17.00	EA	\$ 55.00	\$ 935.00
26	Removal of Existing Improvements (Existing Landscaping)	± 18.00	EA	\$ 52.00	\$ 936.00
27	Install Crosswalk Sign (W11-2: 36"x36")	± 20.00	EA	\$ 235.00	\$ 4,700.00
28	Install Crosswalk Sign Arrow (W16-7P: 24"x12")	± 16.00	EA	\$ 235.00	\$ 3,760.00
29	Install Crosswalk Sign Double-Arrow (W1-7: 24"x12")	± 4.00	EA	\$ 235.00	\$ 940.00
30	Install At-Grade Crosswalk Sign (R1-6: 12"x36")	± 2.00	EA	\$ 235.00	\$ 470.00
31	Install Speed Hump Ahead Sign (W17-1: 36"x36") on New Sign Post/Base	± 2.00	EA	\$ 235.00	\$ 470.00
32	Install Speed Hump Sign (W17-1: 36"x36") on New Sign Post/Base	± 4.00	EA	\$ 235.00	\$ 940.00
33	Install 15 MPH Sign (W13-1P: 18"x18")	± 6.00	EA	\$ 235.00	\$ 1,410.00
34	Sawcut	± 194.00	LF	\$ 4.50	\$ 873.00
35	Remove and Store Existing Wheel Stops (to be reinstalled)	± 101.00	EA	\$ 40.00	\$ 4,040.00
36	Reinstall Salvaged Wheel Stops Back at Pre-project Locations	± 101.00	EA	\$ 70.00	\$ 7,070.00
37	Contractor to Replace Existing Landscaping as Needed Following Construction	1.00	LS	\$ 1,350.00	\$ 1,350.00
				SUBTOTAL	\$ 435,313.00
	Sales Tax (5.395%)	1.00	LS	\$ 23,485.14	\$ 23,485.14
				SUBTOTAL	\$ 458,798.14
	Construction Admin (6%)	1.00	LS	\$ 27,527.89	\$ 27,527.89
				PROJECT TOTAL	\$ 486,326.03

NOTES:

1. Crack Seal to be completed on an as needed basis. If required, will be at a minimum cost of \$3,500.00/day or \$6.00/LF whichever is greater.

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 • Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
Phone (602) 237-4029 • Fax (602) 237-4182 • 1-800-548-7217
Arizona Contractors Lic. 100380 A • New Mexico Contractors Lic. 373780-GA01



**Exhibit 1
To AOS 205126 25-02**

**Mesa Gateway Airport Authority
Project Specific Terms**

Project: Hourly Parking Lot Improvements, Mill & Replace
CIP Number: 1281

1. Bonds. MGAA does not require Combs to provide payment or performance bonds for the Project.
2. Retainage. MGAA shall not withhold any retainage on payments to Combs for work performed on the Project.
3. Contract Time. Combs shall complete the Project no later than a total of thirty (30) calendar days from the date of issuance of the Notice to Proceed.
4. Applicable Law. In the performance of the Project, Combs shall abide by and conform to any and all laws of the United States, State of Arizona, City of Mesa.
5. Insurance. Prior to commencing any work, Combs shall provide MGAA with a certificate of insurance naming MGAA as an additional insured.
6. MGAA's representative for the above project shall be:

Rich Adams
Project Manager
5835 South Sossaman Road
Mesa, AZ 85212
480.988.7655



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

Board Action Item

Re: Resolution 25-21

To: Board of Directors
From: J. Brian O'Neill, A.A.E., Executive Director/CEO
Through: Jill Casson Owen, Snell & Wilmer
Subject: Second Amended and Restated Intergovernmental Agreement, Restated Joint Powers Authority Agreement, and Revised Bylaws
Date: May 20, 2025

Proposed Motions:

To approve the Second Amended and Restated Intergovernmental Agreement and to recommend that the Members execute the Second Amended and Restated Intergovernmental Agreement.

To recommend that the Members execute the Second Amended and Restated Joint Powers Airport Authority Agreement.

To approve adoption of the revised Bylaws.

Narrative

Several local jurisdictions agreed in an Intergovernmental Agreement dated December 14, 1992 ("IGA") to work together in connection with the redevelopment of the Williams Air Force Base. The jurisdictions formed the Authority through a Joint Powers Airport Authority Agreement dated May 19, 1994 ("JPAA"). The IGA and the JPAA have been amended and restated through the years as the membership changed and the Airport flourished. More recently, the City of Phoenix withdrew from the Authority effective June 30, 2024, and the legal name of the Authority was changed to Mesa Gateway Airport Authority effective as of December 17, 2024.

As a result, the governing documents, including the Amended and Restated Intergovernmental Agreement, the Amended and Restated Joint Powers Authority Agreement and the Bylaws should be amended to reflect the changed membership and name along with other updates to reflect current circumstances.

The weighted voting rights for all Members as of July 1, 2024 following the withdrawal of Phoenix are:

<u>Member</u>	<u>Votes</u>
City of Mesa	50.00
Gila River Indian Community	22.23
Town of Gilbert	18.90
Town of Queen Creek	5.61
Apache Junction	3.26

The Authority is presenting its Board with the IGA, JPAA and Bylaws for review and consideration. Upon

Board approval, each member government will need to sign the IGA and JPAA.

Attachment(s)

- 1) Second Amended and Restated Intergovernmental Agreement
- 2) Second Amended and Restated Joint Powers Authority Agreement
- 3) Bylaws



RESOLUTION NO. 25-21A

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 City of Phoenix withdrew from the Authority effective June 30, 2024;

WHEREAS, the Authority and its Members desire to memorialize the removal of the City of Phoenix as a Member of the Authority, effective July 1, 2024, reflect the Authority name change effective December 17, 2024, and update and continue the ongoing commitment of the Members related to the ownership, development, reuse, operation and maintenance of the Airport;

WHEREAS, the Authority deems it appropriate to call for its Members to amend and restate the Intergovernmental Agreement;

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

The Board of Directors of the Authority hereby approves the Second Amended and Restated Intergovernmental Agreement attached hereto as Exhibit A and incorporated as if fully set forth herein, and the Board of Directors of the Authority hereby recommends to its Members that they execute the Second Amended and Restated Joint Powers Airport Authority 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 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



RESOLUTION NO. 25-21B

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 City of Phoenix withdrew from the Authority effective June 30, 2024; and

WHEREAS, the Mesa Gateway Airport Authority changed its name effective December 17, 2024; and

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

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

The Board of Directors of the Authority hereby recommends to its Members that they execute the Second Amended and Restated Joint Powers Airport Authority Agreement attached hereto as Exhibit A and incorporated as if fully set forth herein.

Passed and adopted by the Authority this 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



RESOLUTION NO. 25-21C

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 revise the Bylaws of the Authority;

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

The Board of Directors of the Authority hereby adopts the revised Bylaws of the Authority.

Passed and adopted by the Authority this 20th day of May, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

**SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

This Second Amended and Restated Intergovernmental Agreement ("Agreement") is made and entered into pursuant to Arizona Revised Statutes Section 11-951 et. seq. as of the 22nd day of May, 2006, 2025 by and between the WILLIAMSMESA GATEWAY AIRPORT AUTHORITY, a municipal corporation (the "Authority"), the TOWN OF GILBERT, a municipal corporation, as a member of the Airport Authority ("Gilbert"), the CITY OF MESA, a municipal corporation, as a member of the Authority and individually with respect to Section 5 of this Agreement ("Mesa"), the TOWN OF QUEEN CREEK, a municipal corporation, as a member of the Authority ("Queen Creek"), the GILA RIVER INDIAN COMMUNITY as a member of the Authority, (the "Community"), and the CITY OF PHOENIX, an APACHE JUNCTION, an Arizona municipal corporation, ~~as a member of the Authority ("Phoenix ("Apache Junction"))~~, recite, consent and agree as provided herein.

Recitals.

A. Pursuant to the Intergovernmental Agreement dated December 14, 1992, Gilbert, Mesa and Queen Creek established the Airport Authority pursuant to the Joint Powers Airport Authority Agreement ("JPAA") dated May 19, 1994, recorded on May 19, 1994, as Instrument No. 94-0400695, official records of Maricopa County, Arizona ~~(the Joint Powers Airport Authority Agreement)~~. The First Amendment to the Joint Powers Airport Authority Agreement JPAA was signed on May 19, 1995 to include the Community as a member of the Authority. The Authority, Gilbert, Mesa, Queen Creek, the Community and the City of Phoenix, an Arizona municipal corporation ("Phoenix") entered into the Amended and Restated Intergovernmental Agreement, dated May 22, 2006, and filed with the Arizona Secretary of State on July 20, 2006 to add Phoenix as a Member of the Authority. The Members entered into the Amended and Restated JPAA dated July 19, 2013 to add Apache Junction as a Member of the Authority.

B. The Authority was established pursuant to Arizona Revised Statutes, ~~Title 28, Chapter 25, Article 8~~ Section 28-8521 (previously found in Arizona Revised Statutes, Section 2-351 et. seq.) ("Airport Authority Act") for the purposes of acquiring, developing and operating an airport and related facilities located on a portion of the property formerly known as the Williams Air Force Base and subsequently re-named the Phoenix-Mesa Gateway Airport.

C. ~~The Airport~~ Phoenix withdrew from the Authority ~~owns and operates Williams Gateway Airport~~ effective July 1, 2024.

~~D. The City of Phoenix owns and operates Phoenix Sky Harbor International Airport.~~

D. The name of Phoenix-Mesa Gateway Airport was changed to Mesa Gateway Airport and the name of the Authority was changed from Phoenix-Mesa Gateway Airport Authority to Mesa Gateway Airport Authority effective December 17, 2024. The Authority owns and operates Mesa Gateway Airport.

E. Concurrently herewith, the Authority, Gilbert, Mesa, Queen Creek, Community and Apache Junction are entering into a second amended and restated JPAA ("2025 Second Amended and Restated JPAA") that reflects the changed membership and name.

E.F. ~~he Airport~~The Authority, Gilbert, Mesa, Queen Creek, Community and PhoenixApache Junction are committed to meeting the long-term aviation capacity needs of the metropolitan area.

~~G. By entering into this Agreement, the parties to this Agreement desire to continue to jointly exercise common powers with regard to the ownership, development, reuse, operation and maintenance of the Mesa Gateway Airport pursuant to Arizona Revised Statutes, Chapter 25, Article 8.~~

~~F. The Airport Authority has invited Phoenix to become a member of the Airport Authority.~~

~~G. Phoenix intends to become a meaningful proprietor, along with the other members of the Airport Authority, which are also meaningful proprietors of the Airport Authority, by participating as a member of the Airport Authority.~~

~~H. Mesa, Gilbert, Queen Creek, and the Community have invested over \$45 million in the operation, maintenance and development of Williams Gateway Airport, including over \$10 million in capital investment since 1993.~~

~~I. The Airport Authority is interested in adding a strong financial partner committed to aviation, to help fund large capital items such as passenger terminals, parking garages, and roadway systems which are not eligible to be funded by Airport Improvement Program (AIP) grants or Passenger Facility Charges.~~

~~J. Williams Gateway Airport's existing runways and aviation support systems are available for immediate service.~~

~~K. Phoenix Sky Harbor International Airport and Williams Gateway Airport, are the only existing or planned commercial service airports in the metropolitan area capable of handling large passenger and cargo aircraft.~~

~~L. The growing population and expanding aviation community will require additional aviation services in the future that could be met if Williams Gateway Airport achieves its potential to handle passenger and cargo customers.~~

~~M. Phoenix is interested in Williams Gateway Airport being developed to complement the passenger and cargo capabilities of Phoenix Sky Harbor International Airport.~~

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged by all the parties hereto, the parties hereto agree as follows:

Agreement

Section 1. Purpose and Goals.

1.1 The ~~Williams Gateway Airport~~ Authority, Mesa, Gilbert, Queen Creek, the Community and ~~Phoenix~~Apache Junction agree to work together to establish ~~a system of commercial service airports~~an airport to serve the long-term aviation needs of the ~~Valley~~region.

~~1.2 Phoenix agrees to invest \$5 million in the Williams Gateway Airport Authority capital fund in fiscal year 2006-2007. This amount is approximately 50 percent~~

~~of the capital contributions of the current members of the Williams Gateway Airport Authority since 1993. Phoenix may make additional capital investments if funds are available.~~

~~1.3 — It is the intent of the Williams Gateway Airport Authority to use the initial \$5 million investment by the City of Phoenix to match Federal Aviation Administration (FAA) grant funds to the maximum extent possible. If the Williams Gateway Airport Authority is unable to attract FAA grants sufficient to use the entire \$5 million as local match, the Board may, through the normal budget process, allocate the unused portion to local non-grant capital projects.~~

~~1.4 — Representatives of Phoenix will accompany other representatives of the Airport Authority in meetings with the FAA in an effort to secure from the FAA a commitment to fund up to \$200 million in capital projects with AIP grants, in accordance with the Airport Master Plan, the Airport Layout Plan, and the Airport Capital Improvements Program.~~

~~1.5 — In fiscal year 2006-2007, Phoenix will contribute up to \$1.3 million as their share of the annual operating investment for Williams Gateway Airport. This investment will evidence Phoenix's meaningful participation in the Airport Authority, the proprietor of Williams Gateway Airport.~~

~~1.6 — Williams Gateway Airport and Phoenix Sky Harbor International Airport will work together to meet the long-term commercial service and cargo needs of the metropolitan community. Phoenix officials will work with the other members of the Airport Authority to encourage commercial passenger service and cargo airlines to use Williams Gateway Airport, in order to use the existing aviation capacity to its full potential.~~

~~1.7.1.2 It is not the intention of the parties to restrict the marketing or service of either WilliamsMesa Gateway Airport or Phoenix Sky Harbor International Airport. It is the intention of the Airport Authority to market WilliamsMesa Gateway Airport as a domestic passenger service airport primarily serving airlines catering to point-to-point markets or serving domestic hub airports. It is the intention of Phoenix to Market Phoenix Sky Harbor International Airport as an international passenger service airport and primary passenger hub and international commercial passenger and cargo airport.~~

~~1.8 — It is the intention of the Airport Authority to market Williams Gateway Airport as an international cargo airport serving Arizona and neighboring states and as a domestic cargo airport serving the East Valley. It is the intention of Phoenix to market Phoenix Sky Harbor International Airport as the location for overnight package air cargo and passenger belly freight to domestic and international markets.~~

~~1.9 — The Airport Authority and Phoenix will jointly develop an aviation marketing program to promote Williams Gateway Airport and Phoenix Sky Harbor International Airport to domestic and international airlines.~~

~~1.10—Phoenix Sky Harbor International Airport will continue to make available to Williams Gateway Airport technical assistance in areas such as finance, the environment, marketing, facilities management, and operations.~~

~~1.11—Phoenix and the Airport Authority will work together in areas of common interest regarding state and federal legislation, including funding of aviation facilities and services.~~

Section 2. Development of Authority's Budget.

~~2.1 Phoenix will commit to a \$1.3 million annual operating investment for Fiscal Years 2007-2011. Each Party~~Each Member ~~shall contribute funds for the operation~~Authority annual (operating and capital~~budgets)~~ budget ~~as approved by the Authority's Board of Directors pursuant to Sections 8 and 9 of the 2025 Second Amended and Revised Joint Powers Airport Authority Agreement~~Restated JPAA.

~~Section 3. Development of Base Property.~~

~~3.1—The Parties acknowledge that the Governor's Office for the State of Arizona has formulated an economic reuse plan for the development and use of all of the property within the Base Property. The Governor's economic reuse plan, as may be amended from time to time, shall be referred to hereinafter as the "Governor's Plan." It is the intent of the Authority and the Community, in conjunction with the Williams education consortium and other owners of property at Williams, to adopt development standards, design guidelines, restrictions, covenants and conditions for all or part of the Base Property consistent with the Governor's Plan. The Parties intend to negotiate in good faith to prepare and submit to Mesa a specific plan for the Airport Facility and Community Property pursuant to Arizona Revised Statutes § 9-461.08 in order to further delineate the permitted land uses and infrastructure requirements for new development.~~

~~Section 4. Property Owner's Association.~~

~~4.1—It is the intent of the Authority and the Community, in conjunction with the Williams education consortium and other owners of property at Williams, to participate in a property owner's association for the private regulation of development with respect the Base Property. The Parties agree to participate in such an association with respect to each Party's portion of the Base Property.~~

~~Section 5. Golf Course and Wastewater Treatment Plant.~~

~~5.1—Mesa, the Authority and its members agree to support the finding of the Record of Decision that the Golf Course will be offered first to the Community for negotiated sale and the Community agrees to support Mesa's request for conveyance of the existing wastewater treatment plant located on the Base Property (the "Wastewater Treatment Plant"). The Community agrees to operate and maintain the Golf Course as a public golf course, in substantially the same manner, condition and configuration as currently operated and used. Specifically, the Community agrees to accept effluent from the current Wastewater Treatment Plant until the Wastewater Treatment Plant is~~

~~decommissioned by Mesa. Mesa agrees to operate and maintain the Wastewater Treatment Plant in substantially the same manner, condition, and configuration as currently operated. The Community and Mesa agree to negotiate in good faith to establish an equitable rate regarding the sale of the effluent from the wastewater treatment plant for use in maintaining and operating the Golf Course.~~

Section 6-Section 3. Archaeological Issues.

6.43.1 It is Authority's intent to negotiate in good faith a separate agreement with the Community regarding archaeological issues that complies with federal and state law, including, but not limited to, Section 10E of the National Historic Preservation Act and the Programmatic Agreement Among The United States Air Force, the Arizona State Historic Preservation Officer and the Advisory Council on Historic Preservation Concerning Disposal of Williams Air Force Base, Mesa, Arizona, February 1995.

To the extent allowed by federal and state law, the Authority acknowledges that the Community has rights to and ownership of all Native American data and artifacts recovered on property owned or controlled by the Authority. "A partial listing of Native American data and artifacts which might be recovered on property at Williams AFB includes, but is not limited to: whole or fragmentary tools, implements, containers, weapons, weapon projectiles, clothing, ornaments, containers, pottery, and other ceramics, basketry, cordage, weavings, coins, bullets, bottles, and other glassware, flaked stone, ground stone, pecked stone, worked bone, metal wood hide, feathers, and pigments." Further, to the extent allowed by federal and state law and Authority procurement requirements, and to the extent it meets the requirements of the Programmatic Agreement, the Authority that the Community may provide all Data Recovery Plans, data recovery, and mitigation required in association with the development on the Airport Facility.

Section 7. Gambling.

~~7.1 The Parties agree that they will comply with federal and state laws as such laws pertain to the establishment of gambling facilities, activities, events, or services, and that they will not operate or permit to be operated any such prohibited gambling facility, activities, events, or services on or in connection with any or all of the Base Property.~~

Section 8-Section 4. Governing Law; Jurisdiction.

8.44.1 This Agreement shall be construed and interpreted 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 State of Arizona. The Community agrees to, and does hereby, waive its sovereign immunity from the jurisdiction of the United States District Court for the State of Arizona in any action arising under this Agreement brought by or against the Community. The Community further agrees to accept and be bound by, thereby waiving its sovereign immunity from, a judgment or order which is final (because either the time for appeal thereof has expired or the judgment or order is issued by a court or other entity having final appellate jurisdiction over the matter is not subject to collateral attack) by any such court or any court or entity having appellate jurisdiction over any such court in any such action. The Community waives its sovereign immunity to the enforcement of any such final judgment against it without limitation. The Community hereby designates the Community's Governor as the appropriate party for the purposes of service of process. If the United States District Court for the State of Arizona finds that it does not have jurisdiction in any action arising under this Agreement brought by or against the Community, then the Parties agree that the action shall be adjudicated through arbitration in the State of Arizona as follows:

i.) the parties shall attempt to agree upon one (1) arbitrator with expertise on the subject matter of the dispute;

ii.) if the parties are unable to agree on an arbitrator, each party shall select an arbitrator within ten (10) days of the commencement of the arbitration and the two (2) arbitrators shall mutually appoint a third arbitrator within twenty (20) days of their appointment. If the two (2) arbitrators are unable to agree on the appointment of a third arbitrator within twenty (20) days, the third arbitrator shall be appointed by the American Arbitration Association; and

iii.) the arbitrator(s) shall confer with the parties immediately after appointment to determine an arbitration schedule including whether and to what extent discovery is required. The arbitrator(s) may set the matter for an evidentiary hearing or oral argument, or may dispose of the dispute based upon written submissions only. The decision of the majority of the arbitrator(s) shall be final, binding, and unappealable. Such decision shall be enforceable in United States District Court for the State of Arizona. The cost of arbitration shall be borne equally by the parties. The parties shall bear their own costs and attorney's fees associated with their participation in the arbitration unless the decision of the arbitrator shall specify otherwise.

Section 9-Section 5. Incorporation of Recitals.

9.15.1 All of the recitals set forth above are hereby incorporated into this Agreement by this reference and made a part hereof.

Section 10-Section 6. Attorneys' Fees.

10.16.1 If any action is brought to enforce this Agreement or to recover damages or equitable relief for a breach of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees incurred in such action.

Section 11-Section 7. Entire Agreement.

11.17.1 There are no oral agreements between the Authority and the Community with respect to those matters and transactions that are the subject of this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understands, written or oral, if any, between the Authority and the Community with respect to those matters and transactions that are the subject of this Agreement.

Section 12-Section 8. Severability.

12.18.1 If any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then such determine shall not affect any other provision of this Agreement and all such other provisions shall remain in force and effect.

Section 13-Section 9. Termination of Airport Authority.

13.19.1 This Second Amended and Restated Intergovernmental 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 the Second Amended and Restated Joint Powers Airport Authority Agreement JPAA.

13.29.2 Notwithstanding the right to withdraw set forth in Section 10 of the Second Amended and Restated Joint Powers Airport Authority Agreement JPAA, each party hereto agrees to remain a member of the Airport Authority and to be bound by this Intergovernmental Agreement for at least one year after the Effective Date.

~~13.39.3~~ Unless otherwise agreed to by a majority of the members of the ~~Airport~~ Authority, upon termination of this Agreement:

~~13.3.19.3.1~~ If one (1) 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.

~~13.3.29.3.2~~ 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.

~~13.3.39.3.3~~ 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.~~Section 10. Term.

~~14.110.1~~ This ~~Second~~ Amended and Restated Intergovernmental Agreement shall remain in full force and effect until a date that is ninety-nine (99) years after the Effective Date unless modified or terminated by written agreement of all parties hereto.

~~Section 15.~~Section 11. Notices.

~~15.111.1~~ 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
~~55 North Center~~ 20 E. Main Street
Mesa, Arizona 85201
Attention: City Manager

If by United States Postal Service:
City of Mesa
Post Office Box 1466
Mesa, Arizona 85211-1466
Attention: City Manager

Town of Queen Creek
22350 South Ellsworth Road
Queen Creek, Arizona 85242-0650
Attention: Town Administrator

Gila River Indian Community
Administrative Offices
P.O. Box 97
Sacaton, Arizona 85247
Attention: Lieutenant Governor

City of ~~Phoenix~~Apache Junction
300 East Superstition Boulevard
~~3400 E. Sky Harbor Blvd.~~
Suite 3300
~~Phoenix~~Apache Junction, Arizona ~~85034-4405~~85119
Attention: ~~Aviation Director~~City Manager

~~Section 16.~~Section 12. Cancellation.

~~16.1~~12.1 This Agreement may be canceled pursuant to Arizona Revised Statutes, Section 38-511.

~~Section 17.~~Section 13. Approving Action.

~~17.1~~13.1 Copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement are attached hereto as Exhibit A.

~~Section 18.~~ Federal Aviation Administration.

~~18.1 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 Phoenix to contribute funding contrary to the Federal Aviation Administration's policies and procedures.~~

~~Section 19.~~ Bond Ordinances.

~~19.1 Notwithstanding any of the provisions in this Agreement, Phoenix is not assuming any obligation in connection with this Agreement that will have priority over or parity with any bond issued by Phoenix.~~

~~Section 20.~~Section 14. Audit Records.

~~20.1~~14.1 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.

Section 15. Counterparts.

15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument, which instrument shall be deemed fully executed when one or more counterparts have been executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Attest: ~~TOWN~~CITY OF ~~GILBERT~~APACHE JUNCTION

By: _____
City Clerk

By: _____
~~Its~~Walter Wilson, Mayor

Attest: ~~CITY OF MESA~~

By: _____

GILA RIVER INDIAN COMMUNITY

By: _____
~~Its Mayor~~Stephen Roe Lewis, Governor

Attest: TOWN OF ~~QUEEN CREEK~~GILBERT

By: _____
Town Clerk

By: _____
~~Its~~Scott Anderson, Mayor

Attest: ~~WILLIAMS GATEWAY AIRPORT~~
~~AUTHORITY, a Municipal Corporation~~

By: _____
City Clerk

CITY OF MESA

By: _____
~~Its Chairman~~Mark Freeman, Mayor

Attest: ~~GILA RIVER INDIAN COMMUNITY~~

By: _____

MESA GATEWAY AIRPORT AUTHORITY

By: _____
~~Its Governor~~Its Chair

Attest: ~~CITY~~TOWN OF ~~PHOENIX~~QUEEN CREEK

By: _____

By: _____

Town Clerk

~~Its City Manager~~ Julia Wheatley, Mayor

DETERMINATION OF LEGAL COUNSEL

The foregoing Second Amended and Restated Intergovernmental 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.

Date

Apache Junction City Attorney

Date

Gila River Indian Community
Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

~~Phoenix City Attorney~~ Mesa Gateway Airport
Authority Attorney

Date

Queen Creek Town Attorney

Date

~~Williams Gateway Airport Authority,
Attorney~~

Exhibit A

[Ordinance, Resolution or Minutes Approving Second Amended and Restated IGA]

(Attached)

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 5/13/2025 8:51:07 AM	
Style name: Mare's Blackline	
Intelligent Table Comparison: Active	
Original DMS: nd://4930-7001-9615/1/MGAA - Second Amended and Restated IGA (2025).docx	
Modified DMS: nd://4930-7001-9615/7/MGAA - Second Amended and Restated IGA (2025).docx	
Changes:	
<u>Add</u>	124
Delete	158
Move From	11
<u>Move To</u>	11
<u>Table Insert</u>	3
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	308

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This Second Amended and Restated Intergovernmental Agreement ("Agreement") is made and entered into pursuant to Arizona Revised Statutes Section 11-951 et. seq. as of the [REDACTED] day of [REDACTED], 2025 by and between the MESA GATEWAY AIRPORT AUTHORITY, a municipal corporation (the "Authority"), the TOWN OF GILBERT, a municipal corporation, as a member of the Authority ("Gilbert"), the CITY OF MESA, a municipal corporation, as a member of the Authority and individually with respect to Section 5 of this Agreement ("Mesa"), the TOWN OF QUEEN CREEK, a municipal corporation, as a member of the Authority ("Queen Creek"), the GILA RIVER INDIAN COMMUNITY as a member of the Authority, (the "Community"), and the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("Apache Junction"), recite, consent and agree as provided herein.

Recitals.

A. Pursuant to the Intergovernmental Agreement dated December 14, 1992, Gilbert, Mesa and Queen Creek established the Authority pursuant to the Joint Powers Airport Authority Agreement ("JPAA") dated May 19, 1994, recorded on May 19, 1994, as Instrument No. 94-0400695, official records of Maricopa County, Arizona. The First Amendment to the JPAA was signed on May 19, 1995 to include the Community as a member of the Authority. The Authority, Gilbert, Mesa, Queen Creek, the Community and the City of Phoenix, an Arizona municipal corporation ("Phoenix") entered into the Amended and Restated Intergovernmental Agreement, dated May 22, 2006, and filed with the Arizona Secretary of State on July 20, 2006 to add Phoenix as a Member of the Authority. The Members entered into the Amended and Restated JPAA dated July 19, 2013 to add Apache Junction as a Member of the Authority.

B. The Authority was established pursuant to Arizona Revised Statutes, Section 28-8521 (previously found in Arizona Revised Statutes, Section 2-351 et. seq.) for the purposes of acquiring, developing and operating an airport and related facilities located on a portion of the property formerly known as the Williams Air Force Base and subsequently re-named the Phoenix-Mesa Gateway Airport.

C. Phoenix withdrew from the Authority effective July 1, 2024.

D. The name of Phoenix-Mesa Gateway Airport was changed to Mesa Gateway Airport and the name of the Authority was changed from Phoenix-Mesa Gateway Airport Authority to Mesa Gateway Airport Authority effective December 17, 2024. The Authority owns and operates Mesa Gateway Airport.

E. Concurrently herewith, the Authority, Gilbert, Mesa, Queen Creek, Community and Apache Junction are entering into a second amended and restated JPAA ("2025 Second Amended and Restated JPAA") that reflects the changed membership and name.

F. The Authority, Gilbert, Mesa, Queen Creek, Community and Apache Junction are committed to meeting the long-term aviation capacity needs of the metropolitan area.

G. By entering into this Agreement, the parties to this Agreement desire to continue to jointly exercise common powers with regard to the ownership, development, reuse, operation and maintenance of the Mesa Gateway Airport pursuant to Arizona Revised Statutes, Chapter 25, Article 8.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged by all the parties hereto, the parties hereto agree as follows:

Agreement

Section 1. Purpose and Goals.

1.1 The Authority, Mesa, Gilbert, Queen Creek, the Community and Apache Junction agree to work together to establish an airport to serve the long-term aviation needs of the region.

1.2 It is not the intention of the parties to restrict the marketing or service of Mesa Gateway Airport. It is the intention of the Authority to market Mesa Gateway Airport as a domestic and international commercial passenger and cargo airport.

Section 2. Development of Authority's Budget.

2.1 Each Member shall contribute funds for the Authority annual (operating and capital) budget as approved by the Authority's Board of Directors pursuant to Sections 8 and 9 of the 2025 Second Amended and Restated JPAA.

Section 3. Archaeological Issues.

3.1 It is Authority's intent to negotiate in good faith a separate agreement with the Community regarding archaeological issues that complies with federal and state law, including, but not limited to, Section 10E of the National Historic Preservation Act and the Programmatic Agreement Among The United States Air Force, the Arizona State Historic Preservation Officer and the Advisory Council on Historic Preservation Concerning Disposal of Williams Air Force Base, Mesa, Arizona, February 1995.

To the extent allowed by federal and state law, the Authority acknowledges that the Community has rights to and ownership of all Native American data and artifacts recovered on property owned or controlled by the Authority. "A partial listing of Native American data and artifacts which might be recovered on property at Williams AFB includes, but is not limited to: whole or fragmentary tools, implements, containers, weapons, weapon projectiles, clothing, ornaments, containers, pottery, and other ceramics, basketry, cordage, weavings, coins, bullets, bottles, and other glassware, flaked stone, ground stone, pecked stone, worked bone, metal wood hide, feathers, and pigments." Further, to the extent allowed by federal and state law and Authority procurement requirements, and to the extent it meets the requirements of the Programmatic Agreement, the Authority that the Community may provide all Data Recovery Plans, data recovery, and mitigation required in association with the development on the Airport Facility.

Section 4. Governing Law; Jurisdiction.

4.1 This Agreement shall be construed and interpreted 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 State of Arizona. The Community agrees to, and does hereby, waive its sovereign immunity from the jurisdiction of the United States District Court for the State of Arizona in any action arising under this Agreement brought by or against the Community. The Community further agrees to accept and be bound by, thereby waiving its sovereign immunity from, a judgment or order which is final (because either the time for appeal thereof has expired or the judgment or order is issued by a court or other entity having final appellate jurisdiction over the matter is not subject to collateral attack) by any such court or any court or entity having appellate jurisdiction over any such court in any such action. The Community waives its sovereign immunity to the enforcement of any such final judgment against it without limitation. The Community hereby designates the Community's Governor as the appropriate party for the purposes of service of process. If the United States District Court for the State of Arizona finds that it does not have jurisdiction in any action arising under this Agreement brought by or against the Community, then the Parties agree that the action shall be adjudicated through arbitration in the State of Arizona as follows:

i.) the parties shall attempt to agree upon one (1) arbitrator with expertise on the subject matter of the dispute;

ii.) if the parties are unable to agree on an arbitrator, each party shall select an arbitrator within ten (10) days of the commencement of the arbitration and the two (2) arbitrators shall mutually appoint a third arbitrator within twenty (20) days of their appointment. If the two (2) arbitrators are unable to agree on the appointment of a third arbitrator within twenty (20) days, the third arbitrator shall be appointed by the American Arbitration Association; and

iii.) the arbitrator(s) shall confer with the parties immediately after appointment to determine an arbitration schedule including whether and to what extent discovery is required. The arbitrator(s) may set the matter for an evidentiary hearing or oral argument, or may dispose of the dispute based upon written submissions only. The decision of the majority of the arbitrator(s) shall be final, binding, and unappealable. Such decision shall be enforceable in United States District Court for the State of Arizona. The cost of arbitration shall be borne equally by the parties. The parties shall bear their own costs and attorney's fees associated with their participation in the arbitration unless the decision of the arbitrator shall specify otherwise.

Section 5. Incorporation of Recitals.

5.1 All of the recitals set forth above are hereby incorporated into this Agreement by this reference and made a part hereof.

Section 6. Attorneys' Fees.

6.1 If any action is brought to enforce this Agreement or to recover damages or equitable relief for a breach of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees incurred in such action.

Section 7. Entire Agreement.

7.1 There are no oral agreements between the Authority and the Community with respect to those matters and transactions that are the subject of this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understands, written or oral, if any, between the Authority and the Community with respect to those matters and transactions that are the subject of this Agreement.

Section 8. Severability.

8.1 If any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then such determine shall not affect any other provision of this Agreement and all such other provisions shall remain in force and effect.

Section 9. Termination of Airport Authority.

9.1 This Second Amended and Restated Intergovernmental Agreement shall remain in full force and effect unless modified or terminated by written agreement of a majority of the members of the Authority. This Agreement shall also be deemed terminated should all parties hereto have exercised their right to withdraw from the Authority in accordance with Section 10 of the Second Amended and Restated JPAA.

9.2 Notwithstanding the right to withdraw set forth in Section 10 of the Second Amended and Restated JPAA, each party hereto agrees to remain a member of the Authority and to be bound by this Intergovernmental Agreement for at least one year after the Effective Date.

9.3 Unless otherwise agreed to by a majority of the members of the Authority, upon termination of this Agreement:

9.3.1 If one (1) member agrees to assume ownership of the Airport Facilities and agrees to assume the financial obligations of all members, then the Authority shall transfer title of the Airport Facilities to such member.

9.3.2 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.

9.3.3 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 10. Term.

10.1 This Second Amended and Restated Intergovernmental Agreement shall remain in full force and effect until a date that is ninety-nine (99) years after the Effective Date unless modified or terminated by written agreement of all parties hereto.

Section 11. Notices.

11.1 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

If by United States Postal Service:
City of Mesa
Post Office Box 1466
Mesa, Arizona 85211-1466
Attention: City Manager

Town of Queen Creek
22350 South Ellsworth Road
Queen Creek, Arizona 85242-0650
Attention: Town Administrator

Gila River Indian Community
Administrative Offices
P.O. Box 97
Sacaton, Arizona 85247
Attention: Lieutenant Governor

City of Apache Junction
300 East Superstition Boulevard
Apache Junction, Arizona 85119
Attention: City Manager

Section 12. Cancellation.

12.1 This Agreement may be canceled pursuant to Arizona Revised Statutes, Section 38-511.

Section 13. Approving Action.

13.1 Copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement are attached hereto as Exhibit A.

Section 14. Audit Records.

14.1 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 Authority's books and records directly pertinent to this Agreement. Nothing herein requires the Authority to create or maintain any records that the Authority does not maintain in the ordinary course of business or pursuant to a provision of law.

Section 15. Counterparts.

15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument, which instrument shall be deemed fully executed when one or more counterparts have been executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Attest:

CITY OF APACHE JUNCTION

By: _____
City Clerk

By: _____
Walter Wilson, Mayor

Attest:

GILA RIVER INDIAN COMMUNITY

By: _____

By: _____
Stephen Roe Lewis, Governor

Attest:

TOWN OF GILBERT

By: _____
Town Clerk

By: _____
Scott Anderson, Mayor

Attest:

CITY OF MESA

By: _____
City Clerk

By: _____
Mark Freeman, Mayor

Attest:

MESA GATEWAY AIRPORT AUTHORITY

By: _____

By: _____
Its Chair

Attest:

TOWN OF QUEEN CREEK

By: _____
Town Clerk

By: _____
Julia Wheatley, Mayor

DETERMINATION OF LEGAL COUNSEL

The foregoing Second Amended and Restated Intergovernmental 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.

Date

Apache Junction City Attorney

Date

Gila River Indian Community Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

Mesa Gateway Airport Authority Attorney

Date

Queen Creek Town Attorney

Exhibit A

[Ordinance, Resolution or Minutes Approving Second Amended and Restated IGA]

(Attached)

DO NOT REMOVE

This is part of the official document

~~PHOENIX-MESA~~MESA GATEWAY AIRPORT AUTHORITY

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

This Second Amended and Restated Joint Powers Airport Authority Agreement (the "Agreement") establishing and continuing the ~~Phoenix-Mesa~~Mesa Gateway Airport Authority (the "Airport Authority"), is made and entered into as of ____ day of _____, ~~2014~~2025, pursuant to Arizona Revised Statutes ("A.R.S.") 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 the City of Phoenix ("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.

1.5.4 Phoenix withdrew from the Airport Authority effective June 30, 2024.

1.5.5 The legal name of the Airport Authority was changed to Mesa Gateway Airport Authority effective as of December 17, 2024.

Section 2 Formation of Airport Authority.

2.1 Upon approval and execution of this Agreement by all the parties, a joint powers airport authority called the ~~Phoenix-Mesa~~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~~Chair on no less than 24-hours' notice to the public, and each Director, either personally ~~or~~, by mail ~~or by facsimile, by email, by text message,~~ 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~~Chair, a Vice ~~Chairman~~Chair 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~~Chair, or in the ~~Chairman's~~Chair's absence, the Vice ~~Chairman~~Chair, shall preside at all meetings of the Board of Directors. In the absence of the ~~Chairman~~Chair and Vice ~~Chairman~~Chair, 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's Loans and Notes is attached as **Exhibit A**. The Loans and Notes document the Members' cumulative investment (principal plus interest) in the Airport Authority.~~

~~6.26.1 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~~ deemed all of the Members' respective prior 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~~ 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.~~

~~6.36.2 Members shall continue to make annual appropriations to the Airport Authority as required in this Agreement, particularly Section 9.~~

~~6.46.3 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.~~

~~6.56.4 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~~Mesa Gateway Airport Authority.

The ~~Phoenix-Mesa~~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~~2024 are:

<u>Member</u>	<u>Votes</u>
City of Mesa	50 <u>50.00</u>
City of Phoenix	21
Gila River Indian Community	13 <u>22.23</u>
Town of Gilbert	12 <u>18.90</u>
Town of Queen Creek	3 <u>5.61</u>
Apache Junction	1 <u>3.26</u>

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~~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~~June 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~~Strategic Business plan and a ~~capital improvements plan~~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~~ If invited, the Chair 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

If by United States Postal Service:
City of Mesa
Post Office Box 1466
Mesa, Arizona 85211-1466
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 CB**. 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: TOWNCITY OF GILBERT TAPACHE JUNCTION

By: _____
TownCity Clerk

By: _____
John Lewis, Walter Wilson, Mayor

Attest: CITY OF MESA

By: _____
City Clerk

By: _____
John Giles, Mayor Stephen Roe Lewis,
Governor

Attest: TOWN OF QUEEN CREEK GILBERT

By: _____
Town Clerk

By: _____
Gail Barney, Scott Anderson, Mayor

Attest: GILA RIVER INDIAN COMMUNITY

By: _____
City Clerk

By: _____
Gregory Mendoza, Governor Mark
Freeman, Mayor

Attest: CITYTOWN OF PHOENIX QUEEN CREEK

By: _____
CityTown Clerk

By: _____
Ed Zuercher, City Manager Julia Wheatley,
Mayor

Attest:

CITY OF APACHE JUNCTION

By: _____
City Clerk

By: _____
John Insalaco, Mayor

DETERMINATION OF LEGAL COUNSEL

The ~~amended and restated~~Second 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.

Date

Apache Junction City Attorney

Date

Gila River Indian Community Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

Phoenix City Attorney

Date

Queen Creek Town Attorney

Date

Apache Junction City Attorney

Exhibit A

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

Member Agency	Date of Loan Agreement	Date of Latest Promissory Note
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-MesaMesa Gateway Airport Authority Members' Cumulative Contributions
(Principal and Interest¹ from Inception of Membership through June 30, 2015) as of
December 10, 2024

Member Agency	<u>Cum- Principal²</u>	<u>Cum- Interest³</u>	<u>Cum.Cumulative</u> Total
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	660,000	15,900	675,900
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 ~~EB~~

[Ordinance, Resolution or Minutes Approving Second Amended and Restated JPAA Agreement]

(Attached)

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

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 5/13/2025 8:56:25 AM	
Style name: Mare's Blackline	
Intelligent Table Comparison: Active	
Original DMS: nd://4921-1371-8303/1/MGAA - Second Amended and Restated JPAA Agreement (2025).docx	
Modified DMS: nd://4921-1371-8303/9/MGAA - Second Amended and Restated JPAA Agreement (2025).docx	
Changes:	
<u>Add</u>	84
<u>Delete</u>	107
<u>Move From</u>	5
<u>Move To</u>	5
<u>Table Insert</u>	2
<u>Table Delete</u>	19
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	222

SECOND AMENDED AND RESTATED JOINT POWERS AIRPORT AUTHORITY AGREEMENT

DO NOT REMOVE

This is part of the official document

MESA GATEWAY AIRPORT AUTHORITY

SECOND AMENDED AND RESTATED JOINT POWERS AIRPORT AUTHORITY AGREEMENT

This Second Amended and Restated Joint Powers Airport Authority Agreement (the "Agreement") establishing and continuing the Mesa Gateway Airport Authority (the "Airport Authority"), is made and entered into as of ____ day of _____, 2025, pursuant to Arizona Revised Statutes ("A.R.S.") 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"), 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 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 the City of Phoenix ("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.

1.5.4 Phoenix withdrew from the Airport Authority effective June 30, 2024.

1.5.5 The legal name of the Airport Authority was changed to Mesa Gateway Airport Authority effective as of December 17, 2024.

Section 2 Formation of Airport Authority.

2.1 Upon approval and execution of this Agreement by all the parties, a joint powers airport authority called the 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 Chair on no less than 24-hours' notice to the public, and each Director, either personally, by mail, by email, by text message, 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 Chair, a Vice Chair 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 Chair, or in the Chair's absence, the Vice Chair, shall preside at all meetings of the Board of Directors. In the absence of the Chair and Vice Chair, 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 Effective July 1, 2014, the Members deemed all of the Members' respective prior 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 A**.

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

6.3 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.

6.4 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 Mesa Gateway Airport Authority.

The 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, 2024 are:

<u>Member</u>	<u>Votes</u>
City of Mesa	50.00
Gila River Indian Community	22.23
Town of Gilbert	18.90
Town of Queen Creek	5.61
Apache Junction	3.26

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 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 June 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 Strategic Business 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.

If invited, the Chair 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

If by United States Postal Service:
City of Mesa
Post Office Box 1466
Mesa, Arizona 85211-1466
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 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 B**. 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.

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:

CITY OF APACHE JUNCTION

By: _____
City Clerk

By: _____
Walter Wilson, Mayor

Attest:

GILA RIVER INDIAN COMMUNITY

By: _____

By: _____
Stephen Roe Lewis, Governor

Attest:

TOWN OF GILBERT

By: _____
Town Clerk

By: _____
Scott Anderson, Mayor

Attest:

CITY OF MESA

By: _____
City Clerk

By: _____
Mark Freeman, Mayor

Attest:

TOWN OF QUEEN CREEK

By: _____
Town Clerk

By: _____
Julia Wheatley, Mayor

DETERMINATION OF LEGAL COUNSEL

The Second 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.

Date

Apache Junction City Attorney

Date

Gila River Indian Community Attorney

Date

Gilbert Town Attorney

Date

Mesa City Attorney

Date

Queen Creek Town Attorney

Exhibit A

**Mesa Gateway Airport Authority Members' Cumulative Contributions
as of December 10, 2024**

Member Agency	Cumulative Total
City of Mesa	\$103,756,406
Gila River Indian Community	\$13,159,550
Town of Gilbert	\$11,199,250
Town of Queen Creek	\$3,310,070
City of Apache Junction	\$1,895,000
Total	\$133,320,276

Exhibit B

[Ordinance, Resolution or Minutes Approving Second Amended and Restated JPAA Agreement]

(Attached)

Mesa Gateway Airport

RESOLUTION NO. _____

PHOENIX-MESAMESA GATEWAY AIRPORT AUTHORITY

BYLAWS

Adopted September 28, 1995

Revised June 2007; [MONTH] 2025

Section 1 Composition of Board of Directors and Officers.

1.1 Directors and alternates. The Board of Directors ("Board") shall consist of one representative from each member of the ~~Phoenix-Mesa~~Mesa Gateway Airport Authority ("Authority"). The governing body of each Authority member shall select its representative to the Board, which representative shall act with the authority of the appointing Authority member, as well as at least one alternate representative to act with the authority of the Authority member in the absence of the representative. Notice of such appointments and any subsequent replacement appointments shall be delivered in writing to the other members of the Authority. In the absence of an Authority member's representative or alternate representative at a Board meeting, any member of the Authority member's governing body attending a Board meeting is presumed to act with the authority of the Authority member.

1.2 Officers. The Board shall annually choose from its Directors, at the Board meeting immediately following the start of each fiscal year, a ~~Chairman~~Chair, a Vice ~~Chairman~~Chair, a Secretary, and a Treasurer, each of whom shall serve at the pleasure of the Board. The Board 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 and who shall exercise such powers and perform such duties as shall be determined from time to time by the Board. In particular, the Board shall appoint a Clerk of the Board.

1.2.1 ChairmanChair. The ~~Chairman~~Chair shall preside at and set the agenda for all meetings of the Board, shall authorize meeting notices to be issued by the Executive Director as required by Section 3.2 herein, present to the Arizona legislature an annual report of the activities of the Authority, and represent the interests of the Board when it is not in session.

1.2.2 Vice ChairmanChair. The Vice ~~Chairman~~Chair shall perform all duties as may be assigned to him or her by the Board. In the case of the death, disability or absence of the ~~Chairman~~Chair, the Vice ~~Chairman~~Chair shall perform and be vested with all of the duties and powers of the ~~Chairman~~Chair.

1.2.3 Secretary. The Secretary shall review and sign the minutes of meetings of the Board and perform such other duties as may be required by the Board.

1.2.4 Treasurer. The Treasurer shall be familiar with the financial affairs of the Authority. The financial records will be in the custody of the Executive Director and all records will be maintained at the corporate office of the Authority.

1.3 Appointment of Committees and Advisory Councils. The Board may establish such Committees as the Board may from time to time find necessary, which shall consist of less than a quorum of Directors. The Board also may establish Advisory Councils, which may consist of one or more Directors, the Executive Director, Authority staff, or such other persons as the Board may designate, and which shall act in an advisory capacity to the Board.

Section 2 Compensation and Indemnification of Directors.

2.1 Compensation. The Directors shall not receive any salary or compensation for their services, but may be reimbursed for their actual expenses paid or obligated to be paid in connection with service rendered solely for the benefit of the Authority, if such expenses are submitted to the Board for reimbursement.

2.2 Indemnification and Advancement of Costs. The Authority may indemnify and agree to save harmless the Directors and the Executive Director any of whom were or are in the future a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director or Executive Director or is or was serving at the request of the Authority, from any damages, costs, expenses, attorney fees, fines, judgments, claims and amounts paid in settlement, actually and reasonably incurred. The Authority may also advance fees and costs associated with any such threatened or pending suit or proceeding.

Section 3 Meetings of the Board of Directors.

3.1 Monthly meetings. The Board shall meet monthly at the time, date and place established by the Board, provided however that the Board may cancel or reschedule any monthly meeting. All meetings of the Board shall be conducted in accordance with the Open Meeting Law, Arizona Revised Statutes, Section 38-431 et seq.

3.2 Notice and Agendas. Public notice and an agenda of all meetings of the Board shall be posted by the respective Clerk of each member of the Authority at the official posting location of such jurisdiction in compliance with the Open Meeting Law. A meeting agenda may be amended after posting, so long as the amended agenda is posted at least 24 hours prior to the meeting.

3.3 Telephonic Attendance and Meetings. A Director may attend a Board meeting via 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 Open Meeting Law.

3.4 Special Meetings. Special meetings of the Board may be called by the ~~Chairman~~Chair or a majority of the total number of Board members on no less than 24 hours' notice to each Director, either personally or by mail or by facsimile or by telephone, so long as such special meeting is conducted in accordance with the provisions of the Open Meeting Law.

3.5 Emergency Meetings. Nothing herein shall prohibit the holding of an emergency session on less than 24 hours' notice in accordance with the provisions of the Open Meeting Law.

3.6 Quorum. A majority of the membership of the Board shall constitute a quorum. A quorum shall be necessary to conduct the business of the Board. If a quorum is not present at any meeting of the Board, the Directors present at the meeting may recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.7 Conduct of Meetings. The conduct of all Board meetings shall be governed by Robert's Rules of Order, unless waived by the ~~Chairman~~Chair.

3.8 Voting.

3.8.1 Each member of the Board is entitled to one vote, and, except as provided in Sections 3.4 and 6, 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 shall apply:

~~3.8.1.1 For Fiscal Years 2007 through 2011, each member of the Board of Directors is entitled to a weighted vote equal to that member's contribution to the local share of the annual budget expressed as a percentage of the total local share of the current annual budget. The initial weighted vote percentages shall become effective upon the adoption of the initial budget;~~

~~3.8.1.23.8.1.1~~ 3.8.1.23.8.1.1 For Fiscal Years 2012 and beyond, ~~each~~Each member of the Board of Directors is entitled to a weighted vote equal to that member's cumulative investment as a percentage of the total investment made by all current members beginning in 1993 when the initial Intergovernmental Agreement ~~Group~~group was formed.

~~3.8.1.33.8.1.2~~ 3.8.1.33.8.1.2 A ~~two-thirds~~simple majority is required for a motion to carry.

3.8.2 Weighted voting may not be invoked for votes being taken regarding modifications to the approved airport layout plan and airport master plan, or for adjustments to the percentage contributions of members.

Section 4 Duties of Board.

4.1 General Duties. The Board shall be the governing body of the Authority.

4.2 Specific Duties. The Board's duties include the following:

4.2.1 Select the Executive Director;

4.2.2 Approve leases and lease cancellations;

4.2.3 Approve procurement policy and periodic updates to the procurement policy;

4.2.4 Approve contracts and purchases in accordance with the procurement policy;

4.2.5 Approve ~~employee hiring and~~ personnel policy and periodic updates to the ~~employee hiring and~~ personnel policy;

4.2.6 Approve marketing plan and periodic updates to marketing plan;

4.2.7 Approve annual budget for recommendation to the Authority members;

4.2.8 Approve airport rules and regulations and airport minimum standards.

Section 5 Duties of the Executive Director.

5.1 General Duties. The Executive Director shall be the Chief Executive Officer of the Authority and shall serve at the pleasure of the Board. During recess of the Board, the Executive Director shall work closely with the ~~Chairman~~Chair to ensure that the business and affairs of the Authority are conducted within the framework of Board-approved objectives and policies.

5.2 Specific Duties. The Executive Director's duties shall include the following:

5.2.1 Approve contracts and purchases in accordance with the procurement policy;

5.2.2 Negotiate leases and recommend approval and cancellation of leases to Board;

5.2.3 Hire, terminate, and supervise Authority staff;

5.2.4 Prepare and periodically update procurement policy;

5.2.5 Prepare and periodically update ~~employee hiring and~~ personnel policy;

- 5.2.6 Prepare and periodically update marketing plan;
- 5.2.7 Contract for and oversee annual audit;
- 5.2.8 Prepare annual budget;
- 5.2.9 Prepare agendas and meeting notices for Board Meetings; and
- 5.2.10 ~~Prepare~~If requested, prepare an annual written report for submittal to the Arizona legislature.
- 5.2.11 Prepare airport rules and regulations and airport minimum standards.
- 5.2.12 Establish policies and procedures for the safe, secure, efficient, and orderly operation of the airport.
- 5.2.13 Prepare any required statutory or informational reports.

Section 6 Amendment of Bylaws.

Any of these Bylaws may be altered, amended, or repealed by majority vote of the total number of Board members, rather than a quorum of those present, at any regular or special meeting of the Board.

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 4/15/2025 12:47:27 PM	
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Intelligent Table Comparison: Active	
Original DMS: nd://4929-7377-6415/1/MGAA - Bylaws (2025).docx	
Modified DMS: nd://4929-7377-6415/6/MGAA - Bylaws (2025).docx	
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<u>Add</u>	21
Delete	25
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	46

MESA GATEWAY AIRPORT AUTHORITY

BYLAWS

Adopted September 28, 1995

Revised June 2007; [MONTH] 2025

Section 1 Composition of Board of Directors and Officers.

1.1 Directors and alternates. The Board of Directors ("Board") shall consist of one representative from each member of the Mesa Gateway Airport Authority ("Authority"). The governing body of each Authority member shall select its representative to the Board, which representative shall act with the authority of the appointing Authority member, as well as at least one alternate representative to act with the authority of the Authority member in the absence of the representative. Notice of such appointments and any subsequent replacement appointments shall be delivered in writing to the other members of the Authority. In the absence of an Authority member's representative or alternate representative at a Board meeting, any member of the Authority member's governing body attending a Board meeting is presumed to act with the authority of the Authority member.

1.2 Officers. The Board shall annually choose from its Directors, at the Board meeting immediately following the start of each fiscal year, a Chair, a Vice Chair, a Secretary, and a Treasurer, each of whom shall serve at the pleasure of the Board. The Board 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 and who shall exercise such powers and perform such duties as shall be determined from time to time by the Board. In particular, the Board shall appoint a Clerk of the Board.

1.2.1 Chair. The Chair shall preside at and set the agenda for all meetings of the Board, shall authorize meeting notices to be issued by the Executive Director as required by Section 3.2 herein, present to the Arizona legislature an annual report of the activities of the Authority, and represent the interests of the Board when it is not in session.

1.2.2 Vice Chair. The Vice Chair shall perform all duties as may be assigned to him or her by the Board. In the case of the death, disability or absence of the Chair, the Vice Chair shall perform and be vested with all of the duties and powers of the Chair.

1.2.3 Secretary. The Secretary shall review and sign the minutes of meetings of the Board and perform such other duties as may be required by the Board.

1.2.4 Treasurer. The Treasurer shall be familiar with the financial affairs of the Authority. The financial records will be in the custody of the Executive Director and all records will be maintained at the corporate office of the Authority.

1.3 Appointment of Committees and Advisory Councils. The Board may establish such Committees as the Board may from time to time find necessary, which shall consist of less than a quorum of Directors. The Board also may establish Advisory Councils, which may consist of one or more Directors, the Executive Director, Authority staff, or such other persons as the Board may designate, and which shall act in an advisory capacity to the Board.

Section 2 Compensation and Indemnification of Directors.

2.1 Compensation. The Directors shall not receive any salary or compensation for their services, but may be reimbursed for their actual expenses paid or obligated to be paid in connection with service rendered solely for the benefit of the Authority, if such expenses are submitted to the Board for reimbursement.

2.2 Indemnification and Advancement of Costs. The Authority may indemnify and agree to save harmless the Directors and the Executive Director any of whom were or are in the future a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director or Executive Director or is or was serving at the request of the Authority, from any damages, costs, expenses, attorney fees, fines, judgments, claims and amounts paid in settlement, actually and reasonably incurred. The Authority may also advance fees and costs associated with any such threatened or pending suit or proceeding.

Section 3 Meetings of the Board of Directors.

3.1 Monthly meetings. The Board shall meet monthly at the time, date and place established by the Board, provided however that the Board may cancel or reschedule any monthly meeting. All meetings of the Board shall be conducted in accordance with the Open Meeting Law, Arizona Revised Statutes, Section 38-431 et seq.

3.2 Notice and Agendas. Public notice and an agenda of all meetings of the Board shall be posted by the respective Clerk of each member of the Authority at the official posting location of such jurisdiction in compliance with the Open Meeting Law. A meeting agenda may be amended after posting, so long as the amended agenda is posted at least 24 hours prior to the meeting.

3.3 Telephonic Attendance and Meetings. A Director may attend a Board meeting via 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 Open Meeting Law.

3.4 Special Meetings. Special meetings of the Board may be called by the Chair or a majority of the total number of Board members on no less than 24 hours' notice to each Director, either personally or by mail or by facsimile or by telephone, so long as such special meeting is conducted in accordance with the provisions of the Open Meeting Law.

3.5 Emergency Meetings. Nothing herein shall prohibit the holding of an emergency session on less than 24 hours' notice in accordance with the provisions of the Open Meeting Law.

3.6 Quorum. A majority of the membership of the Board shall constitute a quorum. A quorum shall be necessary to conduct the business of the Board. If a quorum is not present at any meeting of the Board, the Directors present at the meeting may recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.7 Conduct of Meetings. The conduct of all Board meetings shall be governed by Robert's Rules of Order, unless waived by the Chair.

3.8 Voting.

3.8.1 Each member of the Board is entitled to one vote, and, except as provided in Sections 3.4 and 6, 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 shall apply:

3.8.1.1 Each member of the Board of Directors is entitled to a weighted vote equal to that member's cumulative investment as a percentage of the total investment made by all current members beginning in 1993 when the initial Intergovernmental Agreement group was formed.

3.8.1.2 A simple majority is required for a motion to carry.

3.8.2 Weighted voting may not be invoked for votes being taken regarding modifications to the approved airport layout plan and airport master plan, or for adjustments to the percentage contributions of members.

Section 4 Duties of Board.

4.1 General Duties. The Board shall be the governing body of the Authority.

4.2 Specific Duties. The Board's duties include the following:

- 4.2.1 Select the Executive Director;
- 4.2.2 Approve leases and lease cancellations;
- 4.2.3 Approve procurement policy and periodic updates to the procurement policy;
- 4.2.4 Approve contracts and purchases in accordance with the procurement policy;
- 4.2.5 Approve personnel policy and periodic updates to the personnel policy;
- 4.2.6 Approve marketing plan and periodic updates to marketing plan;
- 4.2.7 Approve annual budget for recommendation to the Authority members;
- 4.2.8 Approve airport rules and regulations and airport minimum standards.

Section 5 Duties of the Executive Director.

5.1 General Duties. The Executive Director shall be the Chief Executive Officer of the Authority and shall serve at the pleasure of the Board. During recess of the Board, the Executive Director shall work closely with the Chair to ensure that the business and affairs of the Authority are conducted within the framework of Board-approved objectives and policies.

5.2 Specific Duties. The Executive Director's duties shall include the following:

- 5.2.1 Approve contracts and purchases in accordance with the procurement policy;
- 5.2.2 Negotiate leases and recommend approval and cancellation of leases to Board;
- 5.2.3 Hire, terminate, and supervise Authority staff;
- 5.2.4 Prepare and periodically update procurement policy;
- 5.2.5 Prepare and periodically update personnel policy;
- 5.2.6 Prepare and periodically update marketing plan;
- 5.2.7 Contract for and oversee annual audit;
- 5.2.8 Prepare annual budget;
- 5.2.9 Prepare agendas and meeting notices for Board Meetings; and

- legislature.
- 5.2.10 If requested, prepare an annual written report for submittal to the Arizona legislature.
 - 5.2.11 Prepare airport rules and regulations and airport minimum standards.
 - 5.2.12 Establish policies and procedures for the safe, secure, efficient, and orderly operation of the airport.
 - 5.2.13 Prepare any required statutory or informational reports.

Section 6 Amendment of Bylaws.

Any of these Bylaws may be altered, amended, or repealed by majority vote of the total number of Board members, rather than a quorum of those present, at any regular or special meeting of the Board.



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: March 2025 Financials
Date: May 20, 2025

Attached is the monthly Financials Report for March 2025.

Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
March, 2025

	Month of March 2025				Y-T-D as of March 2025			
	March FY24	March FY25	YOY		YTD FY24	YTD FY25	Y-T-D	
	Actual	Actual	Variance	B/(W)	Actual	Actual	Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	30,584	26,583	(4,001)	-13%	279,726	282,866	3,140	1%
Fuel Flowage Fees	50,925	73,308	22,383	44%	462,834	480,907	18,073	4%
Landing Fees	156,444	229,901	73,457	47%	1,207,886	1,351,348	143,462	12%
Lease Income Aero	327,610	413,371	85,761	26%	3,124,628	3,540,435	415,807	13%
Fuel Sales	658,491	1,048,720	390,229	59%	5,440,636	7,154,161	1,713,525	31%
Services Sold - Aero	497,735	571,810	74,075	15%	4,382,109	4,110,501	(271,608)	-6%
Sub-total Aero Operating Revenues	1,721,789	2,363,693	641,904	37%	14,897,819	16,920,218	2,022,399	14%
Non-Aeronautical Operating Revenues								
Concessions	128,532	180,035	51,503	40%	1,019,199	1,139,902	120,703	12%
Lease Income Non-Aero	109,260	111,179	1,919	2%	986,011	1,025,037	39,026	4%
Parking	346,756	430,180	83,424	24%	3,827,458	4,125,583	298,125	8%
Rental Car Fees	283,199	627,103	343,904	121%	1,996,301	2,568,012	571,711	29%
Svcs Sold - Non Aero	1,103	5,066	3,963	359%	40,290	53,055	12,765	32%
Sub-total Non-Aero Operating Revenues	868,850	1,353,563	484,713	56%	7,869,259	8,911,589	1,042,330	13%
Total Operating Revenues	2,590,639	3,717,256	1,126,617	43%	22,767,078	25,831,807	3,064,729	13%
Operating Expenses								
Cost of Goods Sold	414,540	693,922	(279,382)	-67%	3,864,330	4,587,456	(723,126)	-19%
Personnel	868,826	972,459	(103,633)	-12%	8,112,049	8,753,217	(641,168)	-8%
Comm & Utilities	64,860	82,617	(17,757)	-27%	791,420	890,028	(98,608)	-12%
Contractual Services	543,158	693,329	(150,171)	-28%	5,056,036	5,610,136	(554,100)	-11%
Insurance	50,338	57,395	(7,057)	-14%	472,036	529,106	(57,070)	-12%
Other	22,283	33,796	(11,513)	-52%	240,988	228,908	12,080	5%
Repair & Maintenance	141,774	52,026	89,748	63%	693,814	497,044	196,770	28%
Supplies & Materials	62,211	76,856	(14,645)	-24%	619,880	623,460	(3,580)	-1%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,167,990	2,662,400	(494,410)	-23%	19,850,553	21,719,355	(1,868,802)	-9%
Operating Income (Loss) Before Depreciation	422,649	1,054,856	632,207	150%	2,916,525	4,112,452	1,195,927	41%
	16.3%	28.4%			12.8%	15.9%		
Depreciation		1,356,164				10,832,681		



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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: May 20, 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	June 2025
Request for Qualifications	2025-008-RFQ	Business Continuity Plan Development Services	June 2025
Request for Qualifications	2025-004-RFQ	Website Redesign Services	August 2025

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Proposals	2025-009-RFP	Fire Test, Inspect, Monitor, and Repair Services	June 2025	September 2025

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$83,646.00

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