



## 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, June 17, 2025 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

**1. Call to Order** (Mayor Julia Wheatley, Chair)

*Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.*

**2. 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 **May 20, 2025.**

**b) Resolution No. 25-22** – Authorizing an agreement for financial participation between the **City of Mesa** and Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services for FY26, effective July 1, 2025, in an amount not to exceed \$112,000.

**c) Resolution No. 25-23** – Authorizing an agreement for business continuity plan development services with **Mead and Hunt, Inc.** in an amount not to exceed \$135,665.

**d) Resolution No. 25-24** – Authorizing the purchase of janitorial supplies from **Waxie Enterprises, LLC** and its affiliates, **BradyPLUS Companies** for FY26, in an amount not to exceed \$171,637.00.

**e) Resolution No. 25-25** – Authorizing the purchase of services with the **U.S. Customs & Border Protection** for the fiscal year of 2026 with costs estimated to be approximately \$302,000.

**f) Resolution No. 25-26** – Authorizing an amendment to the Board of Director's **Budget Policy 15-04.**

- g) **Resolution No. 25-27** – Authorizing the increase to FY26 Budget for Cost of Goods Sold for Jet A fuel and 100LL Avgas from **Ascent Aviation** for Airport Authority resale in the amount of \$2,888,150.
- h) **Resolution No. 25-28** – Authorizing the purchase of Jet A fuel and 100LL Avgas from **Ascent Aviation** for Airport Authority resale in the amount of \$8,000,000.
- i) **Resolution No. 25-29** – Authorizing the purchase of Unleaded and Diesel fuel from the lowest priced **State contract vendor** at market prices for Airport Authority use and resale in an amount not to exceed of \$615,724. This amount will provide fuel for the 2026 fiscal year.

- 6. **Election of Chair and Vice Chair**
- 7. **Election of Secretary and Treasurer**
- 8. **Board Member Comments/Announcements**
- 9. **Next Meeting: Tuesday, August 19, 2025 at 9:00 a.m.**
- 10. **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 [mrjohnson@gatewayairport.com](mailto:mrjohnson@gatewayairport.com). Requests should be made as early as possible to allow time to arrange the accommodation.*



- Airport Reports Best Fiscal Year Ever...With Two Months of Reporting Remaining
- Passenger Activity Increases for Fifth Consecutive Month, 10<sup>th</sup> of Last 12
- Long-Term Land Leases a Critical Component of East Side Terminal Funding Plan
- Proposed Five-Year FAA ACIP Highlights Important Airfield Improvement Projects
- XNRGY Climate Systems Receives Certificate of Occupancy and Begins Production
- New TSA Explosive Detection System Will Increase Screening Capacity by 200%
- MGAA Board of Directors Elects New Leadership for FY26

## Executive Director's Report

### June 2025



Virgin Galactic Readies for Spaceship Production at Mesa Gateway Airport

## Financial Snapshot

OPERATING INCOME	April		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY24	FY25	
Revenues	\$3,155,893	\$3,339,310	\$183,417	\$25,922,972	\$29,171,115	\$3,248,143
Less Expenses	\$2,282,728	\$2,571,902	\$289,174	\$22,133,280	\$24,291,258	\$2,157,978
Operating Income (Before Depreciation)	\$873,165	\$767,408	(\$105,757)	\$3,789,692	\$4,879,857	\$1,090,165

**Investment Fund Balances:** As of April, the Local Governmental Investment Pool (LGIP) 700 = \$3,736,969; Wells Fargo; Collateralized Money Market = \$4,873,463 and Commercial/Paper Brokered CD's = \$62,301,381; Total \$70,911,813. MGAA invests in fixed rate instruments.

## Finance and Accounting

### Airport Reports Best Fiscal Year Ever...With Two Months of Reporting Remaining

Mesa Gateway Airport Authority (MGAA, Authority) reported a net operating income of \$767,408 for April 2025. Fiscal Year-To-Date 2025 (FYTD25) operating results total \$4,879,857, making FY25 MGAA's best fiscal year for operating results in the history of Mesa Gateway Airport (Airport, Gateway Airport), and there are still two months of reporting left in this fiscal year! The record financial results can be attributed to new land leases and the increased passenger activity.

April 2025 aeronautical revenues increased by 14% and non-aeronautical revenues decreased by 5% on a year-over-year monthly comparison. The aeronautical revenue increase was generated by retail fuel sales (10%) and lease income (29%). The decrease in non-aeronautical revenues was the result of a timing issue for the accounting accrual of rental car fees. The accrual attempts to match monthly rental car fees to monthly seasonal peaks without receiving the actual results. The accrual's timing resulted in a 24% decrease in rental car fees.

Operating expenditures for April increased by 13% and totaled \$2,571,902. The increase was due to the two contracted maintenance services that do not occur on a monthly basis and an increase in legal services due to increased land lease activity and governing document updates.

FYTD25 operating expenditures are 2% under budget.

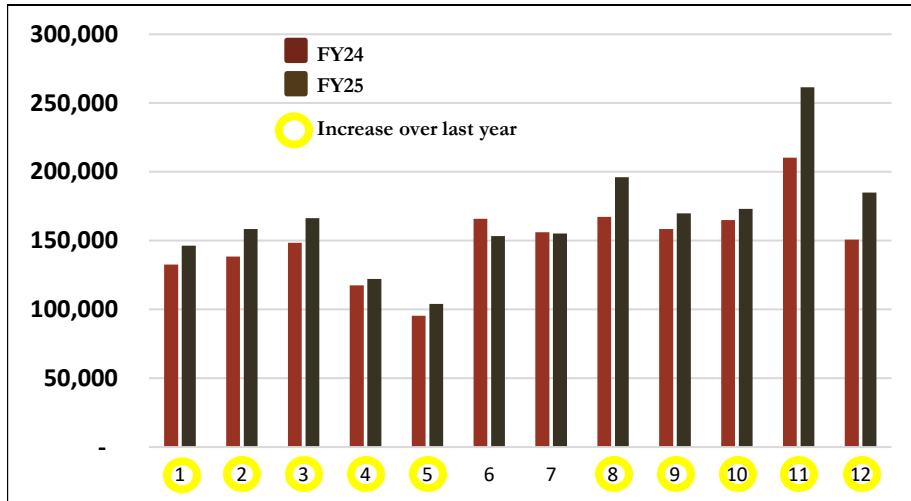
### Active/Pending Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2025-008-RFQ	Business Continuity Plan Development Services	June 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	August 2025
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	September 2025
Request for Proposals	2025-009-RFP	Fire Test, Inspect, Monitor, and Repair Services	September 2025

**Future Solicitations** (FY25 solicitations have all been completed)

## Airport Operations

### Passenger Activity Increases for Fifth Consecutive Month, 10<sup>th</sup> of Last 12



The airline industry has always been susceptible to outside influences – economic uncertainty, aviation fuel price fluctuations, and national and/or international environments – just to name a few. Thankfully, Gateway Airport has managed to succeed in recent years despite the many “pressures” impacting other regional airports.

During the last year, the Airport has reported commercial passenger

activity increases in 10 of the 12 months. This impressive accomplishment includes two instances of five consecutive months of passenger increases in a row. Gateway Airport is on track to surpass two-million passengers for the first time in FY25.

Increasing commercial passengers means increasing visitor spending on ground transportation, hotels, restaurants, shopping, outdoor activities, and entertainment across the entire greater Phoenix region.

Gateway Airport now contributes more than two billion dollars each year to the regional economy.

PASSENGER COUNTS		April		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Passengers	TOTAL	150,785	184,995	23%	1,535,081	1,686,621	10%
	Deplaned	69,714	85,097	22%	772,271	849,821	10%
	Enplaned	81,071	99,898	23%	762,810	836,800	10%
Allegiant	Scheduled	145,373	179,747	24%	1,498,945	1,647,368	10%
Sun Country	Scheduled	5,412	5,248	-3%	36,136	39,253	9%

OPERATIONS		April		% Change	FYTD		% Change
		2024	2025		FY24	FY25	
Air Carrier		1,101	1,369	24%	10,587	12,552	19%
Military		356	236	-34%	2,549	1,944	-24%
General Aviation		27,957	25,548	-9%	230,952	238,424	3%
TOTAL		29,414	27,153	-8%	244,088	252,920	4%

## Engineering, Planning, and Facilities

### Proposed Five-Year FAA ACIP Highlights Important Airfield Improvement Projects

- **Runway Reconstruction**
- **Runway Extension**
- **Runway LED Upgrades**
- **Taxiway Construction**
- **Taxiway Realignment**
- **Taxiway LED Upgrades**
- **Airfield Electrical Circuit Upgrades**
- **Lighting Vault Replacement**

Having an expansive airfield with three 10,000-foot runways represents lots of capacity and creates lots of opportunity. However, maintaining and improving the airfield infrastructure takes lots of work and lots of money.

Thanks to our partners at the Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT), MGAA creates a rolling five-year Airport Capital Improvement Plan (ACIP) for Gateway Airport. The plan includes various projects that

the Airport, FAA, and ADOT have identified as safety and operational efficiency priorities. These priority projects could include airfield infrastructure projects or Airport facility improvement projects.

For the next five-year planning horizon, the list of priority projects (see list above) identified for inclusion are all airfield infrastructure projects totaling approximately \$80 - \$100MM. It is important to understand, just because a project is included in the Airport's ACIP, it does not guarantee that it will be funded or completed within the next five-year timeframe.

### New TSA Explosive Detection System Will Increase Screening Capacity by 200% or More



*New Leidos eXaminer 3DX-ES EDS Machine*

One of many challenges associated with record-setting passenger activity is ensuring you have the equipment and technology that allows the airlines and other companies inside the terminal to efficiently keep pace with the growing popularity of the Airport. Yes, it's a good challenge to have, but it's still a challenge.

Gateway Airport's current explosive detection system (EDS) includes two older machines that are capable of screening 200-300 bags per hour.

During busy travel days, the current system has trouble keeping up with the continuous flow of checked baggage. The Transportation Security Administration (TSA) and MGAA have teamed up on a project that will increase checked baggage throughput at Gateway Airport by 200% or more. The \$45MM project, expected to begin in October of this year, includes two new state-of-the-art Leidos eXaminer 3DX-ES EDS machines that can each process between 800-1,000 bags per hour. The increased baggage screening capabilities will provide Gateway Airport's airlines with greatly enhanced efficiency and ensure flights depart the Airport on-time and full of bags.

MGAA would like to thank the TSA for expediting this important project and funding the new EDS system at Gateway Airport. Thank you!

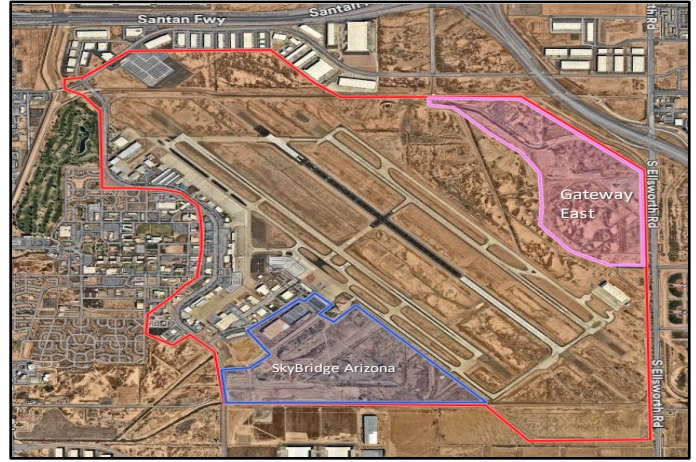


## Business Development

### Long-Term Land Leases a Critical Component of East Side Terminal Funding Plan

Gateway Airport has approximately 600 acres of aeronautical and non-aeronautical land remaining for development. A majority of this available land is located within two successful master development projects called SkyBridge Arizona and Gateway East. This land, and the long-term land leases it will produce, is a critical component of the funding plan for a future commercial passenger terminal complex located on the east side of the Airport.

The long-term land leases combined with the Airport's expanding commercial air service will enable MGAA to establish a favorable bond rating and secure tens of millions of dollars in General Airport Revenue Bonds (GARB) as part of a much broader project funding plan. The land lease revenue will be pledged to pay the debt service on these bonds.



### XNRGY Climate Systems Receives Certificate of Occupancy and Begins Production



XNRGY Climate Systems, a Canadian-based high-end climate control system manufacturer and the first tenant in the Gateway East Master Development, has begun actively assembling products for their clients in their new 275,000 SF facility/U.S. Headquarters. XNRGY has already hired more than 100 local employees as they begin ramping up their Gateway Airport operation.

Welcome to the Airport XNRGY!

## Gateway Aviation Services

FUEL (Gallons)	April			FYTD		
	2024	2025	% Change	FY24	FY25	% Change
AvGas	48,608	48,896	1%	371,940	500,257	34%
Retail Jet A	94,184	158,839	69%	644,390	1,080,783	68%
Contract	234,589	195,402	-17%	2,873,180	2,404,094	-16%
Commercial	1,058,387	1,360,057	29%	10,461,950	12,424,278	19%
Cargo	35,473	91,071	157%	255,319	284,430	11%
TOTAL	1,471,241	1,854,265	26%	14,606,779	16,693,842	14%

Gateway Aviation Services, the Airport Authority owned and operated FBO, pumped 1,854,265 gallons of aviation fuel during the month of April 2025, a 26% increase compared to last April. YTD25, the FBO has pumped a total of 16,693,842 gallons of aviation fuel.

## Community Noise Report

CALLERS	April		FYTD	
	2024	2025	FY24	FY25
Total	22	12	173	107

AIRCRAFT TYPE	April		FYTD	
	2024	2025	FY24	FY25
	Callers	Callers	Callers	Callers
Commercial	2	6	77	57
GA Total	3	4	38	38
Helicopter	0	0	25	6
Military	17	2	33	6
Total	22	12	173	107

MGAA received communications from a total of 12 individuals regarding aircraft noise issues during the month of April 2025, compared to 22 individuals last April.

LOCATION	April		FYTD	
	2024	2025	FY24	FY25
Mesa	18	7	62	47
Gilbert	1	3	53	39
Gold Canyon	0	0	1	1
Queen Creek	2	1	40	8
Queen Valley	1	1	8	5
Apache Junction	0	0	0	2
San Tan Valley	0	0	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	12	173	107

## Community and Government Relations

### MGAA Board of Directors Elects New Leadership for FY26



Lt. Governor Regina Antone  
Gila River Indian Community  
Chairwoman



Mayor Mark Freeman  
City of Mesa  
Vice Chair



Mayor Scott Anderson  
Town of Gilbert  
Secretary



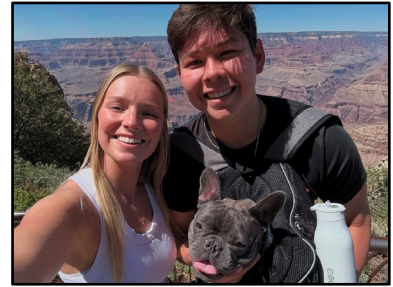
Mayor Chip Wilson  
City of Apache Junction  
Treasurer

At their June 17, 2025 meeting, the Mesa Gateway Airport Authority Board of Directors elected new leadership for FY26. Gila River Indian Community Lt. Governor Regina Antone was elected Chairwoman, Mesa Mayor Mark Freeman was elected Vice Chair., Gilbert Mayor Scott Anderson was elected Secretary, and Apache Junction Mayor Chip Wilson was elected Treasurer. MGAA staff looks forward to working closely with all the newly elected leaders to continue to grow and improve Gateway Airport in a safe, secure, customer focused, and fiscally responsible manner during the next year.



## MGAA TEAM MEMBER SPOTLIGHT

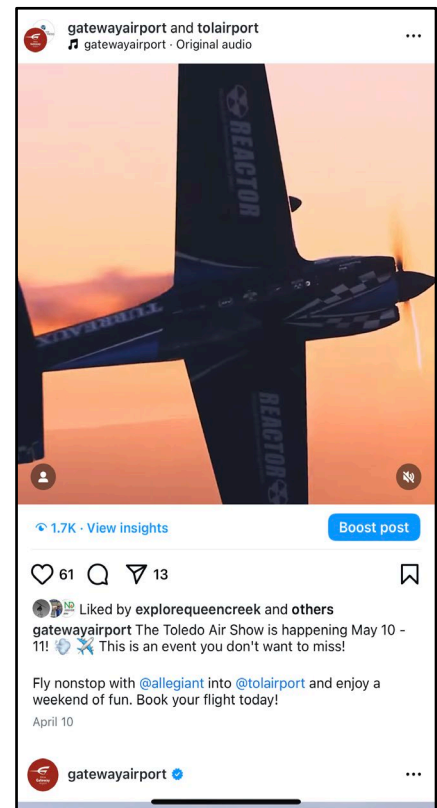
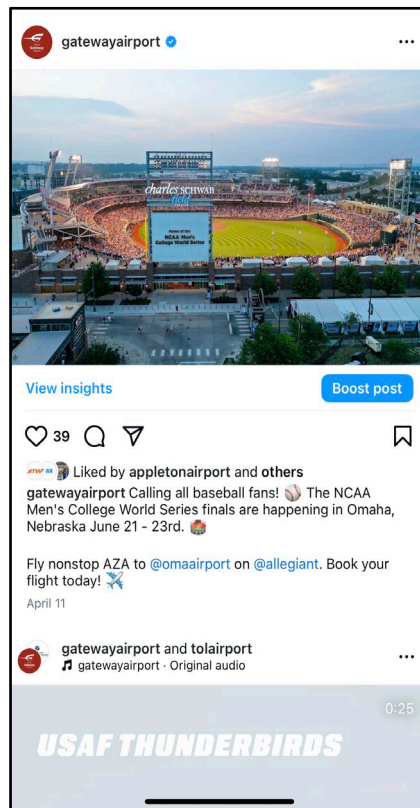
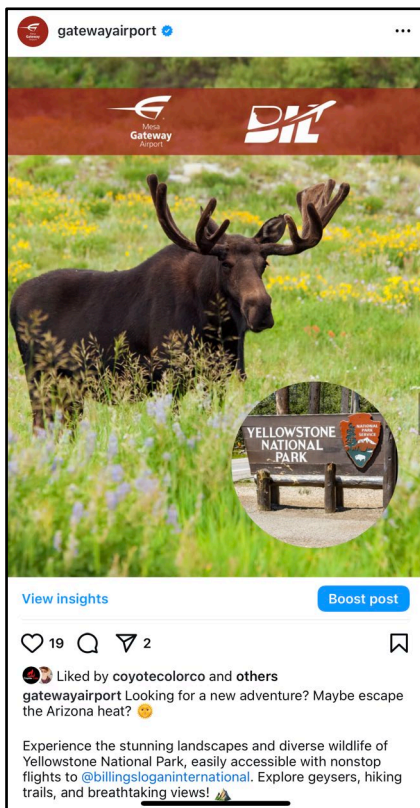
**Employee Name:** Trevor Bastien  
**Employee Title:** Security and Compliance Administrator  
**MGAA Department:** Operations, Security, and Maintenance  
**Years with MGAA:** 3+



**What are your job responsibilities for MGAA?** I am responsible for managing airport security and regulatory compliance, including oversight of the badging office, Safety Management System (SMS), and other federally regulated programs. My role involves strategic leadership, interagency coordination, and ensuring alignment with TSA and FAA requirements to support safe and secure airport operations.

**What is your most memorable Gateway Airport moment?** One of the most memorable moments in my airport career was leading the triennial emergency exercise. Coordinating with multiple response agencies, local municipalities, and community partners to simulate an aircraft emergency—and evaluating our collective response capabilities—was both a complex and rewarding experience. With over 200 participants involved, it was a milestone I will carry with me throughout my career.

**What is something people may not know about you?** I'm a certified scuba diver living in the middle of the desert—and somehow, my dog has more social media followers than I do.





**MINUTES OF THE PUBLIC MEETING OF THE  
MESA GATEWAY AIRPORT AUTHORITY  
BOARD OF DIRECTORS | May 20, 2025**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, May 20, 2025, beginning at 10:00 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 10:21 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 \$4,112,452.
- Mesa Gateway Airport (Airport, Gateway Airport) welcomed 261,536 commercial passengers in March 2025. This is up from the 210,368 passengers during March of last year. This marks the best month ever for commercial passenger activity.
- Mesa Gateway Airport Briefs
  - Global logistics leader DSV Air and Sea, continues to increase their wide body air cargo operations by transporting products from Asia and Europe to the Valley for their growing number of manufacturing customers in and around the Greater Phoenix area.
  - The Authority is working with U.S. Customs and Border Protection to explore increasing staffing to accommodate the rising number of international air cargo operations.
  - May 7, 2025 was the federal deadline for domestic airline travelers to have a federally compliant form of identification. The Arizona Travel ID is the credential that complies with federal Real ID mandates. Educational messaging by TSA nationally and Gateway Airport locally led to a smooth transition for the majority of travelers at Gateway Airport who either had a compliant driver's license, a valid U.S. passport, or participate in the Global Entry Program.
- 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 demolition of several old Airport buildings has created a new aeronautical development opportunity at the south end of the Airport. Developers for AmpliFLY are considering two options for the  $\pm$  8.00 acres of property designated for aeronautical redevelopment. Plan A is to build-to-suit a customized corporate office and hangar for one tenant. Plan B is to build a large 100,000 - 125,000 SF speculative hangar with the option to subdivide. Authority staff will present Amplifly's eventual project 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.
- 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 totaling approximately \$30MM. 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 in XNRGY's new facility. Hiring is underway. Phase I could be up to 700 employees.
- Gateway East developer, The Boyer Company, 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. The southern portion is scheduled for completion at the end of May. The runway will open and remain open until Phase II, the northern half of Runway 12R-30L, begins reconstruction in the fall of 2025, pending a continuation of federal funding. This important infrastructure project totals approximately \$45MM, with a majority of the funding coming from FAA grants.
  - The new Airport entrance monument sign, landscaping, irrigation, and lighting is now complete at the intersection of Ray and Sossaman Roads.
  - 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 \$45MM 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. 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.

**Mayor Chip Wilson moved to approve the Consent Agenda.**  
**Lt. Governor Regina Antone seconded the motion.**  
**The motion was carried unanimously.**

## 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**.

**Mayor Scott Anderson moved to approve Resolution No. 25-21.**  
**Mayor Chip Wilson seconded the motion.**  
**The motion was carried unanimously.**

## 7. Board Member Comments/Announcements.

None.

- 8. **Next Meeting: Tuesday, June 17, 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.

## 9. Adjournment.

The meeting adjourned at 10:42 a.m.

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

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Misty Johnson, Clerk of the Board





Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 25-22

**To:** Board of Directors  
**From:** Ryan Smith, Communications & Government Relations  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** State & Federal Legislative Representation and Consulting Services  
**Date:** June 17, 2025

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### Proposed Motion

To authorize an agreement for financial participation between the City of Mesa and Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services for FY26, effective July 1, 2025, in an amount not to exceed \$112,000.

### Narrative

In the past, Mesa Gateway Airport Authority (MGAA) and the City of Mesa have shared expenses pertaining to lobbyist services. Mesa and the Airport will utilize the services of Thorn Run Partners for federal professional services, and Policy 48 for state professional services, and will share in these costs.

The Airport Authority will provide 40 percent of the total cost for the federal lobbying contract and 33 percent of the total cost for the state lobbying contract. The dollar amounts shown below are MGAA's portion of the total not-to-exceed amount.

Company	Bid Amount
1. Policy 48 (State)	\$34,000
2. Thorn Run Partners (Federal)	\$78,000

### Total Contract Amount:

Total combined contract amount for FY 2026 will not exceed \$112,000.

### Fiscal Impact

This contract was included in the FY26 operating budget and is funded under Contractual Services Other.

### Attachment(s)

Letter of Agreement with City of Mesa.



## RESOLUTION NO. 25-22

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 an agreement for financial participation between the City of Mesa and Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services for FY26, effective July 1, 2025, in an amount not to exceed \$112,000;

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

**The Board of Directors of the Authority hereby authorize an agreement for financial participation between the City of Mesa and Mesa Gateway Airport Authority to share state and federal lobbyist and consulting services for FY26, effective July 1, 2025, in an amount not to exceed \$112,000. 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 17<sup>th</sup> day of June, 2025.

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Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney

DATE: June 17, 2025

TO: J. Brian O'Neill, Executive Director, Mesa Gateway Airport Authority

FROM: Miranda DeWitt, Government Relations Director, City of Mesa

SUBJECT: State & Federal Legislative Representation and Consulting Services

The purpose of this memo is to confirm the proposed cost-sharing arrangement for state and federal consulting services between the City of Mesa and the Mesa Gateway Airport Authority.

State professional services are provided by Policy 48. The agreement for state representation will cover the period from July 1, 2025 until June 30, 2026. Gateway's financial participation for state services will be set at 33% of the total costs. For FY2026, the cost will not exceed \$34,000.

Federal professional services are provided by Thorn Run Partners. The agreement for federal representation will cover the period from July 1, 2025, until June 30, 2026. Gateway's financial participation for federal services will continue to be set at 40% of the total costs. For FY2026, the cost will not exceed \$78,000.

c: Scott Butler, City Manager

### **Acknowledgement**

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J. Brian O'Neill, Executive Director/CEO      Date



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

**Re: Resolution 25-23**

**To:** Board of Directors  
**From:** Art Montoya, Director of Information Technology Services  
**Through:** Chuck Odom, Chief Financial Officer  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** Business Continuity Plan Development Services – CIP 1289  
**Date:** June 17, 2025

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### Proposed Motion

**To authorize an agreement for business continuity plan development services with Mead and Hunt, Inc. in an amount not to exceed \$135,665.**

### Narrative

The Transportation Security Administration (TSA) issued National Amendment NA-22-01, mandating cybersecurity requirements for airports. The amendment builds on previous cybersecurity requirements and aims to strengthen the security of airports by addressing potential vulnerabilities. Part of the requirements include airports to create and maintain a Business Continuity Plan (BCP).

As required by TSA NA-22-01, Mesa Gateway Airport Authority (MGAA) is developing a comprehensive BCP for all business units within the Airport. By creating a comprehensive BCP, MGAA can proactively identify potential risks, develop effective response strategies, and safeguard critical business functions to allow operations to continue during and after disruption. This proactive approach will minimize downtime and financial losses and supports long-term sustainability. The BCP will encompass policies, recovery strategies, and contingency plans for restoring critical business processes.

The Notice of Request for Qualifications (RFQ), Solicitation 2025-008-RFQ, Business Continuity Plan Development Services, was issued on February 27, 2025, and advertised in the Arizona Business Gazette on 3/6, 3/13, 3/20, and 3/27/25; it was also posted on the AzAA, ACC, ACI-NA, and SWAAAE websites as well as the Mesa Gateway Airport Authority Website. In addition, the RFQ was emailed to a list of 5 prospective firms. MGAA Staff received five (5) Statements of Qualifications (SOQs) on April 2, 2025:

BDA Global  
Bridewell US  
Integrated Solutions Consulting  
**Mead & Hunt, Inc.**  
Sentinel Technologies, Inc.

After reviewing the submitted SOQs, the Evaluation Panel unanimously ranked Mead & Hunt, Inc. as the firm that best satisfied the requirements, based on the firm's qualifications, project team experience, and a comprehensive understanding and approach to the project.

**Fiscal Impact**

Fees for these services are included in the FY25 capital budget and is funded with CIP 1289.

**Attachment(s)**

**Professional Services Agreement**





## RESOLUTION NO. 25-23

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 an agreement for business continuity plan development services with Mead and Hunt, Inc. in an amount not to exceed \$135,665;

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

**The Board of Directors of the Authority hereby authorize an agreement for business continuity plan development services with Mead and Hunt, Inc. in an amount not to exceed \$135,665. 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 17<sup>th</sup> day of June, 2025.

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Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney



**MESA GATEWAY AIRPORT AUTHORITY**

**AND**

**MEAD AND HUNT, INC.**

**FOR**

**BUSINESS CONTINUITY PLAN DEVELOPMENT SERVICES**

**CIP NUMBER 1289**

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**Mesa Gateway Airport Authority, formally known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona** (“MGAA”) desires performance of the services more fully described in this Services Contract (“Contract”) and the attached exhibits. Mead and Hunt, Inc., a Wisconsin corporation (“Consultant”), with its principal offices located at 2440 Deming Way, Middleton, WI, 53562, desires to perform these services.

### **Recitals**

- A. MGAA requires the services as described in this Contract, including any and all exhibits and amendments, and Consultant is willing to provide these and other services under this Contract; and
- B. MGAA desires to contract with Consultant to provide services as noted herein.

**Now therefore**, in consideration of the recitals and the mutual covenants set forth below, MGAA and Consultant agree as follows.

### **SECTION I – CONSULTANT SERVICES**

The services to be performed by Consultant are specified in this Contract. MGAA will not pay Consultant for any services that have not been authorized under the Contract. There is no guarantee of a minimum purchase of services.

The anticipated services to be provided by Consultant under this Contract shall generally include, but not be limited to, the following: development of a Business Continuity Plan, as more specifically described in the detailed scope of services attached as **EXHIBIT A**, “Scope of Services & Fee Schedule.”

MGAA’s authorized representative shall be the MGAA Information Technology Services Director, or his/her duly authorized representative, and that he/she shall be the sole contact for administering this Contract.

All services provided by Consultant under this Contract must be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in Arizona. Consultant makes no other warranty, expressed or implied.

### **SECTION II – MGAA RESPONSIBILITIES**

MGAA shall furnish Consultant, at no cost to Consultant, the following information or services for this Contract:

- A. Access to copies of readily available maps, records, as-built drawings, benchmarks or other data pertinent to work assignments affiliated with this Contract. This does not, however, relieve Consultant of the responsibility of searching records for additional information, for requesting specific information or for verification of that information provided. MGAA does not warrant the accuracy or comprehensiveness of any information or documents provided to Consultant.
- B. In MGAA’s discretion and upon Consultant’s reasonable request, access to staff for consultation with Consultant during the performance of this contract in order to identify the problems, needs, and other functional aspects of the work.
- C. Prompt review of and feedback on Consultant’s deliverables. MGAA will advise Consultant concerning progress of MGAA’s review of the work, as needed.

### **SECTION III - PERIOD OF SERVICE**

Consultant shall complete all work in accordance with the provisions of this Contract as amended.

All work initiated under this Contract must be completed on or before the expiration date of the Contract.

This Contract is effective as of the date signed by MGAA and ends upon final completion and acceptance by MGAA of the project, as defined by the Scope of Services (“Base Term”), unless terminated, canceled or extended as provided in this Contract.

Consultant shall commence its services within seven (7) days of the written authorization by MGAA. Consultant shall perform its services in a diligent manner and in accordance with this Contract.

#### SECTION IV – KEY PERSONNEL

- A. The Consultant itself shall provide all services to be performed under this Contract. If sub-consultants are required by Consultant to perform any services listed under this contract, Consultant shall request approval from MGAA to use sub-consultants prior to authorizing work by said sub-consultants. MGAA shall notify Consultant, in writing, as to whether or not sub-consultants will be allowed. MGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.
- B. Offeror has been selected to perform the Work herein, in part, because of the skills and expertise of the key firms, team members and individuals (collectively, “Offeror’s Key Personnel”) that are listed in Exhibit F and that are consistent with the Statement of Qualification (SOQ) dated April 2, 2025. Offeror shall perform the Work under this Contract using Offeror’s Key Personnel. Offeror’s Key Personnel shall not be removed or replaced during the term of the Contract without prior written consent of MGAA. MGAA recognizes that Offeror’s Key Personnel may leave the employ of Offeror for reasons beyond Offeror’s control. Whenever practicable, Offeror shall give MGAA at least 14 calendar days’ notice prior to the departure of any of Offeror’s Key Personnel from the Project. MGAA shall have the right to approve or reject any replacements for Offeror’s Key Personnel when personnel leave that are beyond the control of the Offeror. When within Offeror’s control, Offeror’s failure to use Offeror’s Key Personnel to perform the Work under the Contract without MGAA’s prior written consent will be a material breach and grounds for suspension or termination for cause of this Contract by MGAA.
- c. Without limitation of the foregoing, in the event Offeror removes any Key Personnel without the consent of MGAA, which shall not unreasonably be withheld, Offeror shall deduct and/or reimburse all cost and expense charged to MGAA and including any markups thereon, for any replacement personnel who are not approved by MGAA. Notwithstanding any provisions herein to contrary, MGAA shall have audit rights to Offeror’s records with respect to verifying such costs, expenses and markups for purposes of deduction and/or reimbursement.

#### SECTION V - PAYMENTS TO THE CONSULTANT

Consultant will be paid for work performed under this Contract plus any adjustments that have been approved in writing by MGAA in accordance with MGAA’s Procurement Policy. Payments will be made in accordance with **EXHIBIT B**, “Compensation.”

All services to be rendered by Consultant are subject to the terms of **EXHIBIT B**, “Compensation” attached hereto.

MGAA does not guarantee any minimum or maximum fee during the Term of this Contract, and Consultant, in executing this Contract, shall not anticipate or require any minimum or maximum fee.

MGAA shall pay Consultant in agreed upon installments, per Section XIII, for services authorized and rendered under this Contract at the completion of each work assignment, provided Consultant has satisfactorily completed the requested work.

#### SECTION VI - ALTERATION IN SCOPE OF SERVICES

For any alteration in the Scope of Services that would materially increase or decrease the Contract fee, the parties shall negotiate an amendment to the Contract to be executed by MGAA and Consultant. No work shall commence on any amendment or change until the amendment has been approved by MGAA and Consultant has been notified to proceed by MGAA. No claim for extra work done or materials furnished by Consultant will be allowed by MGAA, except as provided herein, nor shall Consultant do any work or furnish any materials not covered by this Contract unless the work is first authorized in writing by MGAA and the change complies with MGAA’s Procurement Policy. Any work or materials furnished by Consultant without advance, written authorization will be at Consultant’s own risk, cost, and expense. Without written authorization, Consultant shall make no claim for compensation for such work or materials furnished.

#### SECTION VII - WORK ASSIGNMENT COMPLETION

If, during the Term of this Contract, situations arise which prevent work completion within the allotted time, MGAA may grant an appropriate time extension.



## SECTION VIII - OWNERSHIP OF DOCUMENTS

Any documents, including all electronic copies thereof, prepared under or as a result of this Contract, shall be the property of MGAA. To the extent necessary to effectuate such ownership, Consultant hereby assigns all right, title and interests to such documents to MGAA. Consultant shall execute any separate contracts or documents, if any, which may be necessary to implement the terms of this Section.

All of Consultant's documents prepared under this Contract, including electronic files, are instruments of service. All of these documents become the property of MGAA upon completion of the services and payment in full to Consultant. MGAA may reuse or modify the documents, as it deems necessary, without Consultant's prior written authorization. MGAA shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, the "Consultant") against any and all damages, liabilities or costs arising from MGAA's modification of documents produced by Consultant under this Contract unless Consultant authorizes the modification in writing.

## SECTION IX - COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, local ordinances and regulations throughout the Term.

Consultant's signature on this Contract certifies compliance with the provisions of the I-9 requirements of the *Immigration Reform and Control Act of 1986* for all personnel that Consultant and any subconsultants employ to complete any work assignment.

MGAA shall administer this Contract in accordance with MGAA's Procurement Policy.

## SECTION X - GENERAL CONSIDERATIONS

- A. The failure of either party to enforce any of the provisions of this Contract or require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of the provisions, nor shall it affect the validity of this Contract or the right of either party to enforce each and every provision.
- B. The fact that MGAA has accepted or approved Consultant's work shall in no way relieve Consultant of responsibility for the work under this Contract.
- C. This Contract shall be governed by 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 Contract, or any provision thereof, shall be instituted only in the courts of the state of Arizona.
- D. All exhibits to this Contract and any amendments to the Contract are incorporated into it.

## SECTION XI - NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the MGAA Board of Directors or any employee of MGAA has any interest, financially or otherwise, in Consultant's firm.

For breach or violation of this warranty, MGAA may annul this Contract without liability.

## SECTION XII – SUSPENSION OF SERVICES

Consultant shall, within five (5) business days upon receiving written notice from MGAA, suspend, delay, or interrupt all or a part of the Scope of Services. Consultant shall resume the Scope of Services within five (5) business days of receiving written notice from MGAA.

## SECTION XIII – TIMES OF PAYMENTS

Consultant shall submit invoices to MGAA upon completion of each milestone identified in **EXHIBIT A**, "Scope of Services and Fee Schedule". MGAA shall review, certify, and approve or reject each invoice in whole or in part. MGAA shall pay each approved invoice within 30 calendar days of the date that MGAA approves the invoice.

#### SECTION XIV – TIMELY REVIEW

MGAA will review Consultant's studies, reports, proposals, and other related documents and render any decisions required by Consultant in a timely manner. Notwithstanding these reviews, Consultant remains solely responsible for all of its deliverables and services under this Contract. By MGAA's reviews, MGAA does not assume any liability for or retained control over Consultant's work or Consultant's responsibility for the safety of its employees.

#### SECTION XV – DISPUTE RESOLUTION

All disputes between MGAA and Consultant arising out of or relating to this Contract will be subject to the Dispute Resolution provisions as set forth in **EXHIBIT D**, "MGAA Standard Terms and Conditions", attached hereto and incorporated herein by reference.

MGAA and Consultant shall include a similar dispute resolution provision in all contracts with other contractors and consultants retained for the Project and shall require all other independent contractors and consultants to include a similar dispute resolution provision in all contracts with subcontractors, subconsultants, suppliers or fabricators retained by them.

#### SECTION XVI - LIABILITY OF CONSULTANT

To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, its member governments, departments, officers, employees, and agents from and against damages arising out of any act, error, or omission of Consultant relating to its services under this Contract.

#### SECTION XVII - LAWS AND REGULATIONS

All federal, state, and local laws and regulations that relate to Consultant's services apply to Consultant's performance of this Contract throughout. These laws and regulations are deemed included in this Contract the same as though written out in full, especially the current applicable Federal Aviation Administration (FAA) rules and regulations associated with airport projects; pertinent Airport engineering standards; and local rules, regulations, and industry standards.

#### SECTION XVIII – ARCHAEOLOGICAL RESOURCE PROTECTION

While performing services under this Contract, Consultant may encounter a known or unknown archaeological site located at the Airport. If Consultant encounters what it believes to be an archaeological site, Consultant shall immediately notify MGAA of the site's location and take all reasonable precautions to protect and preserve the site until MGAA otherwise directs.

#### SECTION XIX INSURANCE REQUIREMENTS

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. All insurance policies required by this Contract, except *Workers Compensation* and *Professional Liability*, shall name MGAA, its agents, representatives, officers, directors, officials and employees as Additional Insured.
- C. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
  - i. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - ii. Auto Liability: ISO Form CA 00 01 covering any auto (Symbol 1), or if Consultant has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than \$1,000,000 Combined Single limit per accident for bodily injury and property damage
  - iii. Workers' Compensation: Statutory Limits as required by the state of Arizona, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. If the Consultant maintains higher limits than the minimums shown above, MGAA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MGAA.

- E. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
- i. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to MGAA.
  - ii. Waiver of Subrogation: Consultant waives any right to subrogation. Consultant shall obtain an endorsement necessary to affect this waiver of subrogation from the insurer for all lines of coverage required by this Contract, except *Workers Compensation* and *Professional Liability*, for claims arising out of the Consultant's work or service.
  - iii. Primary Coverage: For all claims related to this Contract, all of Consultant's insurance policies will be primary and non-contributory. Any insurance or self-insurance maintained by MGAA, its officers, officials, employees, or volunteers will be in excess of Consultant's insurance and will not contribute with it.
  - iv. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by MGAA. MGAA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
  - v. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, VII, unless otherwise acceptable to MGAA.
  - vi. Claims Made Policies: No Claims Made policies (other than Professional Liability) will be accepted. For policies that provide claims-made coverage:
    - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    - b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - vii. Verification of Coverage: Consultant shall furnish MGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by MGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide the required insurance. MGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  - viii. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that MGAA is an additional insured on insurance required from subcontractors.
  - ix. Special Risks or Circumstances: MGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of services, prior experience, insurer, coverage, or other special circumstances.

## SECTION XX NOTICES

Any notice, report or information which may be or is required to be given under this Contract will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO MGAA: Mesa Gateway Airport Authority  
Attn: Information Technology Services Director  
5835 South Sossaman Road  
Mesa, Arizona 85212

TO CONSULTANT: Mead and Hunt, Inc.  
Attn: Stephanie Lane  
2440 Deming Way  
Middleton, WI 53562

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section.

Executed as of the Effective Date.

**CONSULTANT**  
**MEAD AND HUNT, INC.**, a Wisconsin  
corporation

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

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

Name: Jarrett Morgan

Title: Vice President

Date: June 5, 2025

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

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

Title: Executive Director/CEO

Date: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF SERVICES & FEE SCHEDULE**

The services to be performed by Consultant and the completion of related efforts are specified in the following Scope of Services & Fee Schedule agreed to by the parties.

### **SCOPE OF SERVICES**

#### **Task 1: Stakeholder Meeting: Confirm Scope, Schedule, and Deliverables**

- **Activities:**
  - Onsite project kickoff with stakeholders to finalize activities and schedule.
  - Develop agenda and materials.
  - Document meeting minutes and action items.
- **Deliverables:**
  - Meeting Agenda
  - Meeting Minutes
  - Project Plan
  - Project Schedule
  - One (1) On-site Visit

#### **Task 2: Conduct Risk Assessment and Business Impact Analyses (RA & BIA)**

- **Activities:**
  - Identify potential risks and document them.
  - Analyze the impact of identified risks on business operations.
  - Conduct RA and BIA stakeholder meetings.
  - Determine if follow-up virtual meetings are necessary.
  - Assess EOC Activation Guidelines and Operations.
- **Deliverables:**
  - Risk Assessment Report
  - Business Impact Analysis Report
  - Stakeholder Contact List
  - EOC Assessment Report
  - Future Meeting Schedule
  - Two (2) On-site Visits

#### **Task 3: Development of Recovery Strategies**

- **Activities:**
  - Formulate recovery strategies based on RA & BIA findings.
  - Develop a Business Recovery Plan template.
  - Collaborate with stakeholders to refine recovery strategies.
- **Deliverables:**
  - Recovery Strategies Document
  - Business Recovery Plan Template
  - Stakeholder Feedback Summary
  - One (1) On-site Visit

#### **Task 4: Drafting the Business Continuity Plan**

- **Activities:**
  - Initiate the compilation of RA, BIA, and general assessment material.
  - Confirm the format and required summary information.
  - Draft the initial Business Continuity Plan (BCP)
- **Deliverables:**
  - Compiled Assessment Material
  - BCP Format and Summary Information Document
  - Initial Draft of the Business Continuity Plan



#### **Task 5: Review and Feedback**

- **Activities:**
  - Conduct a stakeholder meeting to review the initial draft BCP with MGAA.
  - Document feedback from the review.
  - Begin incorporating feedback into the initial draft BCP.
- **Deliverables:**
  - Meeting Minutes
  - Revised Draft of the BCP
  - One (1) On-site Visit

#### **Task 6: Finalize Business Continuity Plan**

- **Activities:**
  - Confirm final stakeholder feedback.
  - Incorporate stakeholder feedback.
  - Finalize the Business Continuity Plan.
- **Deliverables:**
  - Final Draft of the Business Continuity Plan
  - One (1) On-site Visit

#### **Task 7: Policy Development**

- **Activities:**
  - Review existing policies relevant to BC.
  - Develop a Business Continuity Policy.
- **Deliverables:**
  - Business Continuity Policy Document
  - One (1) On-site Visit

#### **Task 8: Project Finalization**

- **Activities:**
  - Conduct a final review with MGAA stakeholders (*on-site visit*).
  - Final handover of all deliverables.
- **Deliverables:**
  - Final Review Meeting Minutes
  - Handover Document
  - Complete Set of Project Deliverables.
  - One (1) On-site Visit

All project deliverables will be provided in an editable Microsoft Word format and will be non-proprietary in nature, ensuring full accessibility and future usability by the client without dependency on vendor-specific tools or formats.

#### **Responsibilities of Mesa Gateway Airport Authority**

Our Scope of Services and Compensation are based on Mesa Gateway Airport Authority (MGAA) performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site and environment details such as drawings, operational models workflows, physical system inventories, policies, and procedures.
- Available data and information related to the project.

- Review of draft-final plans, reports, etc. within two (2) weeks of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- Access to technical environment details, such as information about network infrastructure, systems, applications, data flows, inventory of assets, including hardware, software, and cloud services.

#### **Work Not Included in the Scope of Services**

The following items are excluded from this agreement and will be provided by MGAA or provided by Mead & Hunt as an Additional Service only as authorized by MGAA:

- **Operational Implementation:** Mead & Hunt resources focus on advising and strategizing. Operational tasks, implementing controls, or managing day-to-day operations, would typically be handled by internal staff or specialized teams.
- **Hands-On Incident Response:** While Mead & Hunt resources can facilitate tabletop exercises, their role doesn't involve direct, hands-on incident response during actual incidents. Operational incident response falls to the organization's internal team.
- **Routine IT Support:** Providing routine IT support (e.g., password resets, troubleshooting network issues) is not within the scope of a consultant advisor's responsibilities.

#### **Project Schedule**

- Schedule for scope of work is up to 8 months upon receipt of notice to proceed (NTP).

#### **FEE SCHEDULE**

For the services provided herein, MGAA agrees to pay Consultant the not to exceed amount of one hundred thirty-five thousand six hundred and sixty-five dollars (\$135,665), payable in six (6) installments as detailed below. Each installment shall become due and payable upon MGAA's written confirmation of completion of the following project milestones:

1. **First Payment: \$16,832.50**  
Upon completion and acceptance of Task 1, as defined above.
2. **Second Payment: \$25,500.00**  
Upon completion and acceptance of Task 2, as defined above.
3. **Third Payment: \$25,500.00**  
Upon completion and acceptance of Tasks 3 & 4, as defined above.
4. **Fourth Payment: \$25,500.00**  
Upon completion and acceptance of Tasks 5 & 6, as defined above.
5. **Fifth Payment: \$25,500.00**  
Upon completion and acceptance of Task 7, as defined above.
6. **Final Payment: \$16,832.50**  
Upon completion and acceptance of Task 8, as defined above, and submission of all final deliverables.

## EXHIBIT B - COMPENSATION

All compensation for services rendered by Consultant shall be based upon criteria established below. All services must be billed through the Consultant.

1. Fees to be Specified in Contract

Any and all services to be performed under this Contract require approval. All compensation for services shall be identified in writing. The Contract shall describe the scope of services to be performed (by tasks and subtasks, where appropriate), the fees associated with that performance, and any applicable special provisions. Consultant's compensation for services included in this Contract is totaled and set forth in **EXHIBIT A**, "Scope of Services and Fee Schedule".

2. Method of Payment

Subject to the terms of this Contract, MGAA shall pay Consultant the appropriate rate or fixed price amount for services rendered as described in the Contract only after Consultant has submitted an invoice for services performed and MGAA has certified and approved each invoice.

For services rendered in accordance with the Contract, Consultant shall submit to MGAA an invoice depicting tasks performed and/or hours spent for services performed. Invoices must be based on the actual hours and/or expenses incurred for the services completed during the billing period. Consultant's invoices must specify that Consultant has performed the services, and MGAA must certify and approve each invoice as a condition to payment.

3. Consultant Responsibilities for Compensation

Consultant shall prepare monthly invoices and/or progress reports in accordance with terms specified in the Contract. Progress reports will clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices for payment shall be for work completed unless otherwise agreed to by MGAA. Invoices/requisitions for payment for services subject to funding by the FAA and/or ADOT shall include the documentation requirements of the FAA and/or ADOT, which are outlined in the *Airport Improvement Program (AIP) Handbook* dated September 30, 2014, or most current version.

4. MGAA Responsibilities for Compensation

MGAA agrees to pay Consultant's invoices for payment within 30 calendar days after the invoice is approved. MGAA may withhold payment on any invoice if it believes that Consultant has not performed the work in a satisfactory manner. If MGAA withholds payment to Consultant, MGAA shall promptly notify Consultant and explain the reasons for the decision to withhold payment.

5. Billing Address

All invoices submitted to MGAA for payment shall be submitted to:

Accounts Payable: [ap@gatewayairport.com](mailto:ap@gatewayairport.com)

## EXHIBIT C - SPECIAL PROVISIONS

### 1. Civil Rights Act of 1964, Title VI – General

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 2. Civil Rights Act of 1964, Title VI – Assurance

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### Title VI Compliance With Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### 3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Consultant, by accepting this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any government department or agency.



#### 4. Project Security

As some or all portions of work possible during the Term of this Contract may be located inside the secured area of the Airport, adherence to and familiarity with federal security regulations is essential. For these projects, Consultant shall be responsible for fulfilling the security requirements described herein.

- a. Secured Area Access – All Consultant personnel who require unescorted access to the secured area of the Airport, prior to the issuance of an Airport Identification badge, must successfully complete the Security Badge Application and Security Badge Authorization forms.
- b. Employee Security Badges – If deemed necessary by MGAA all Consultant and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display an Airport security badge. Consultant shall submit a Security Badge Application form to the MGAA security office for each employee requiring unescorted access, along with the current fee for each badge. Badge fees are identified on the current *Airport Fees, Services and Rental Rates* available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com) and are subject to change.
  - i. All fees must be paid to MGAA by cash or check.
  - ii. Airport Security Badge Application forms and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
  - iii. An authorized representative of Consultant must also obtain and submit a Security Media Authorization form, which is to be submitted to the MGAA badging office. The Security Media Authorization form and instructions are available via the Airport website at [www.gatewayairport.com](http://www.gatewayairport.com).
  - iv. A training class on aviation security must be successfully completed before individuals are issued a badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take two hours per person.
  - v. Additional information, including a “Frequently Asked Questions” is available via the Airport website at [www.gatewairport.com](http://www.gatewairport.com) or by contacting the MGAA Badging Office at (480) 988-7522. The Badging Office is located at 5803 S. Sossaman Road, Mesa AZ 85212.
  - vi. Consultant shall immediately notify the MGAA Badging Office of any Consultant personnel whose employment status has changed.
  - vii. Consultant shall retrieve all security badges and keys and return them to the MGAA Badging Office. A fee, as indicated on the most current *Airport Rates and Charges Schedule*, will be charged for each badge that is damaged, lost or not returned.
  - viii. The MGAA Badging Office will require a completed Security Badge Application from each Consultant employee so certified by Consultant as requiring such before a Security Badge is issued.
  - ix. Under certain circumstances and out of control of MGAA, security measures may change on short notice. No deviations from any security measure shall be allowed at any time.
  - x. At all times, aircraft shall have the right-of-way over all vehicle traffic.
- c. Fines – Due to both the safety and security precautions necessary at the Airport, any failure of the Consultant to adhere to prescribed Airport requirements/regulations has consequences that may jeopardize the health, welfare and lives of Airport customers and employees, as well as the Consultant’s own employees. Therefore, if Consultant is found to be in non-compliance with any security, airfield badging/licensing and airfield safety requirement, a Notice of Violations (NOV) may be issued. A current listing of fines is available by contacting the MGAA Badging Office.

#### 5. Standard Terms & Conditions

MGAA’s Standard Terms & Conditions (in **EXHIBIT D** attached) include clauses that pertain to both construction and professional services. For such, the term “contractor” is to be considered same as “consultant.” If a clause implies construction service then it is waived for a professional services contract. MGAA reserves the right to make that determination if there is a conflict.

#### 6. Federal and State Guidelines and Regulations

All work performed under this Contract must satisfy FAA and applicable agency standards, and be accomplished in accordance with applicable federal, state and local guidelines and regulations, including FAA Advisory Circulars, NEPA and Arizona environmental statutes.

Consultant shall perform the services as described in approved Contract in accordance with the applicable requirements imposed by MGAA, ADOT, FAA and any other applicable sponsoring agencies. Consultant and its subconsultants/subcontractors, if any, shall comply with any and all applicable laws, regulations, executive orders, policies, guidelines, and any other requirements for FAA Airport Improvement Program (AIP) projects. Consultant shall provide MGAA all information, reports, documents, and/or certifications requested by MGAA for the satisfaction of any grant requirements for the reimbursement of services, including, without limitation, identifying the specific services provided by Consultant and the billing period(s) during which services were or are to be provided. Nothing herein shall be construed as making the FAA or ADOT a party to this Contract.

7. Right to Contract With Other Firms

MGAA shall have the right to contract with other firms and/or persons and/or to self-perform additional services, which may be the subject of this Contract. Consultant shall conduct its operations and perform any services authorized under the Contract so as not to interfere with or hinder the progress of completion of the work being performed by MGAA and/or other firms and/or persons. Consultants working on the same project shall cooperate with each other in the performance, scheduling, and, if applicable, the integration of their respective services.

8. Independent Contractor Status

At all relevant times, Consultant is - and shall remain - an independent contractor with regard to performance of its services. MGAA retains no control over Consultant, the performance of its work or services, or the safety of its employees. Consultant is not authorized to enter into any contract or commitment, authorize any payment, or accept any document, services, goods or materials for, in the name of, or on behalf of MGAA.



## EXHIBIT D – MGAA STANDARD TERMS & CONDITIONS

1. **Certification.** Consultant certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Consultant hereby certifies that the individual signing this Contract is an authorized agent for Consultant and has the authority to bind the Consultant to the Contract.
2. **Termination of Contract.**
  - a. Termination for cause. MGAA reserves the right to cancel this Contract in whole or in part due to failure of Consultant to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, MGAA will issue a written notice of default specifying one of the following reasons. MGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.
    - (1) Consultant has provided personnel that do not meet the requirements of the Contract.
    - (2) Consultant has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
    - (3) Consultant has attempted to impose on MGAA personnel or materials, products, or workmanship of unacceptable quality.
    - (4) Consultant has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
    - (5) Consultant has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Consultant fails to give MGAA adequate assurance the Consultant will perform the Contract in full and on time.
    - (6) Each payment obligation of MGAA created hereby is conditioned on the availability of MGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by MGAA for continuance of service under this Contract, then MGAA may terminate the Contract. MGAA shall promptly notify Consultant regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
  - b. Termination for convenience. This Contract may be terminated at any time by mutual written consent or by MGAA - with or without cause - provided the terminating party gives fourteen (14) calendar days' advance written notice to the other party. MGAA may terminate this Contract, in whole or in part, for MGAA's convenience and with fourteen (14) days' written notice.
  - c. If this Contract is terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the termination effective date.
  - d. Upon termination of the Contract, the Consultant must deliver to MGAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. **Dispute Resolution.**
  - a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.

- b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
  - c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court as applicable.
4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Consultant nor any of its employees are entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Consultant, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Contract.
5. **Affirmative Action.** Consultant shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
6. **Human Relations.** Consultant shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Non-Exclusive Contract.** This Contract is for the sole convenience of MGAA. MGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** Consultant shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Consultant shall establish and maintain procedures and controls that are acceptable to MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to MGAA. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by MGAA.
10. **Gratuities.** MGAA may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, to any officer or employee of MGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Consultant the amount of the gratuity.

11. **Applicable Law.** This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
12. **Contract.** This Contract is based on and the result of a negotiated Scope of Work and Proposal, Bid or Statement of Qualifications submitted by Consultant under an RFP, IFB or RFQ. The Contract contains the entire agreement between MGAA and Consultant. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the MGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Consultant.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
16. **Protection of Government Property.** Consultant shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Consultant damages MGAA's property in any way, Consultant shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Consultant fails or refuses to repair or replace the damage, then MGAA may terminate the Contract, and MGAA shall deduct the repair or replacement cost from money due Consultant under the Contract.
17. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **Subcontracts.** Consultant shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. MGAA shall notify Consultant of its acceptance or rejection within forty-five (45) days or written request by Consultant. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Consultant referred to herein. Consultant is responsible for Contract performance whether subcontractors are used.
19. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Consultant's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
20. **Warranties.** Consultant warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA, shall not alter or affect the obligations of Consultant or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.

21. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend, save, indemnify, and hold harmless MGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Consultant’s acts, errors, omissions, or mistakes relating to Consultant’s services under this Contract.
22. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
23. **Advertising.** Consultant shall not advertise or publish information concerning this Contract without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA’s expense, inspect the place of Consultant’s or any of Consultant’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.
25. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Consultant to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to Consultant. If so returned, all costs are the responsibility of Consultant. Noncompliance shall conform to the cancellation clause set forth in this Contract.
27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of MGAA and shall not be used or released by Consultant or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Contract must be free of all liens and other encumbrances. Upon request of MGAA, Consultant shall provide a formal release of all liens.

30. **Licenses.** Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Consultant as applicable to this Contract.
31. **Subsequent Employment.** MGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the MGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from MGAA, unless the notice specifies a later time.
32. **Clean Up.** Consultant shall at all times keep Contract performance areas, including storage areas used by the Consultant, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of MGAA. Upon completion of any repair, Consultant shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Consultant shall defend, indemnify, and hold harmless MGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Consultant under this Contract.
34. **Records and Audit Rights.** Consultant's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Consultant and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by MGAA. MGAA is entitled to evaluate and verify all invoices, payments or claims based on Consultant's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Consultant and its subcontractors hereby waive the right to keep such Records confidential. MGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by MGAA to Consultant under the Contract. During normal working hours, MGAA is entitled to access to all necessary Consultant and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. MGAA shall give Consultant or subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
35. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by MGAA. MGAA shall have the right to inspect the papers of Consultant's and any of Consultant's subcontractor's employee who works on this Contract to ensure the Consultant is complying with this paragraph.

## EXHIBIT E – CONSULTANT’S RFQ SUBMITTAL

Consultant’s Proposal in response to Mesa Gateway Airport Authority’s Solicitation 2025-008-RFQ dated April 2, 2025, is hereby incorporated herein and made part of this Contract.



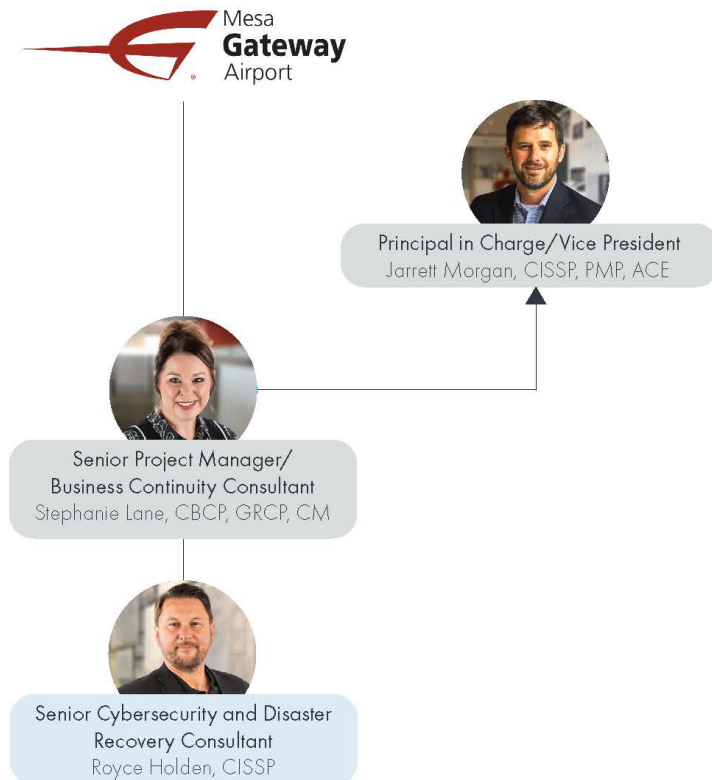
## EXHIBIT F – CONSULTANT’S KEY PERSONNEL

### TAB C – RELEVANT FIRM EXPERIENCE

#### 3. Offeror’s capability and intent to proceed without delay if selected for this work.

Mead & Hunt is fully capable and prepared to proceed without delay if selected for this work. The firm has a robust project management process in place so that your project goals, schedules, costs, and stakeholder participation are tracked and managed. The team assigned to this project, led by Stephanie Lane, has extensive experience in business continuity and disaster recovery, cybersecurity, and emergency management. Their expertise and readiness to engage with the MGAA team will give way to a seamless and efficient project execution.

#### 4. Provide an organizational chart with names and titles of senior management, including the proposed project manager.







Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

**Re: Resolution 25-24**

**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:** Waxie Enterprises, LLC and its affiliates, BradyPLUS Companies  
**Date:** June 17, 2025

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### **Proposed Motion**

To authorize the purchase of janitorial supplies from Waxie Enterprises, LLC and its affiliates, BradyPLUS Companies for FY26, in an amount not to exceed \$171,637.00.

### **Narrative**

Mesa Gateway Airport Authority maintains facilities hosting commercial airline passengers and over 100 employees, as well as general aviation operations and various tenant and office space. In order to maintain the health and safety of our employees and passengers, janitorial supplies are required. A primary function of the Operations and Maintenance Department is to ensure Airport facilities provide a clean, sanitary, and aesthetically pleasing environment for passengers, visitors, tenants, and staff. Janitorial and sanitary supplies, such as paper products and consumables, are required for health, safety, and satisfaction of customers, visitors, tenants, and employees.

Authorization to purchase janitorial supplies from Waxie Enterprises, LLC and its affiliates, BradyPLUS Companies (Waxie) will allow MGAA to utilize the pricing that was competitively bid for janitorial supplies.

MGAA is a participating member of the OMNIA Partners purchasing group (OMNIA), allowing it to utilize existing contracts that have been competitively bid and entered into by other OMNIA members. Janitorial supplies will be procured under OMNIA Contract #152610 with Waxie. This contract is available upon request.

### **Fiscal Impact**

This expenditure was included in the FY26 operating budget and is funded under OPM Supplies & Material: Operating Supplies.

### **Attachment(s)**

None.



## RESOLUTION NO. 25-24

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

WHEREAS the Authority desires to authorize the purchase of janitorial supplies from Waxie Enterprises, LLC and its affiliates, BradyPLUS Companies for FY26, in an amount not to exceed \$171,637.00;

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

**The Board of Directors of the Authority hereby authorize the purchase of janitorial supplies from Waxie Enterprises, LLC and its affiliates, BradyPLUS Companies for FY26, in an amount not to exceed \$171,637.00. 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 17<sup>th</sup> day of June, 2025.

---

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney



Mesa Gateway Airport Authority  
5835 S Sossaman Road  
Mesa, Arizona 85212-6014  
[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 25-25

**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:** Services from U.S. Customs & Border Protection  
**Date:** June 17, 2025

---

### Proposed Motion

To authorize the purchase of services with the U.S. Customs & Border Protection for the fiscal year of 2026 with costs estimated to be approximately \$302,000.

### Narrative

A Memorandum of Agreement was entered into by MGAA and the U.S. Customs & Border Protection (USCBP) in August of 2023 for inspection services at the Airport. USCBP provides (1) full-time officer at the Mesa Gateway Airport Authority to ensure the safety, security, and efficient flow of international travelers and goods. USCBP will also be utilized during off schedule flights, special events or other circumstances, as needed.

### Fiscal Impact

The expenditure was included in the FY26 operating budget.

### Attachment(s)

None.



## RESOLUTION NO. 25-25

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

WHEREAS the Authority desires to authorize the purchase of services with the U.S. Customs & Border Protection for the fiscal year of 2026 with costs estimated to be approximately \$302,000;

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

**The Board of Directors of the Authority hereby authorize the purchase of services with the U.S. Customs & Border Protection for the fiscal year of 2026 with costs estimated to be approximately \$302,000. 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 17<sup>th</sup> day of June, 2025.

---

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney



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## Board Action Item

**Re: Resolution 25-26**

**To:** Board of Directors  
**From:** Chuck Odom, Chief Financial Officer  
**Through:** J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** Update Board of Directors Budget Policy  
**Date:** June 17, 2025

---

### Proposed Motion

To authorize an amendment to the Board of Director's Budget Policy 15-04.

### Narrative

On May 20, 2025 the Board of Directors amended and restated the Joint Powers Authority Agreement (JPAA). Section 9 amends the date from April to June of each fiscal year, by which the Board of Directors shall 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 of proportion of the Airport Authority's annual operating budget to be provided by each Member.

On December 17, 2024 the Board of Directors authorized Resolution 24-58 changing the Airport Authority name to Mesa Gateway Airport Authority. The Airport's name in the budget policy is updated to reflect this change.

### Fiscal Impact

There is no financial impact to the date change and name change.

### Attachment(s)

Red lined version of the budget policy.



## RESOLUTION NO. 25-26

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 an amendment to the Board of Director’s Budget Policy 15-04;

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

**The Board of Directors of the Authority hereby authorize an amendment to the Board of Director’s Budget Policy 15-04. 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 17<sup>th</sup> day of June, 2025.

---

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney

Resolution No.: 15-04   Budget	
Responsible Department: Finance and Accounting	
Effective Date: <del>January 20, 2015</del> <u>June 17, 2025</u>	Supersedes: <del>February 21, 2012</del> <u>January 20, 2015</u> (Res. <del>12-14</del> <u>15-04</u> )
Personnel Covered: All Employees	

## Policy Statement

In compliance with the Second Amended and Restated Joint Powers Airport Authority Agreement ~~and the Arizona Revised Statutes designating Phoenix Mesa Gateway Airport Authority (PMGAA) as a local government~~, it is the policy of ~~PMGAA~~ to adopt an operating and capital budget in ~~March~~ May of each year so that the budget may be presented to each member organization by the required ~~April~~ June 1 deadline. ~~PMGAA~~ follows Generally Accepted Accounting Principles (GAAP) in all financial records.

The budget presented to the Board shall include the following components:

- A. Member Contributions--States the amounts and proportion of contributions to be provided by each member.
- B. Operating Budget--Sets the total amount authorized to be spent in the operating budget for the upcoming fiscal year. The operating budget is a statement of operating revenues and expenses before depreciation and including a contingency
- C. Capital Budget--Establishes the total amount authorized for new capital spending. Also, the capital budget will include an estimate of the aggregate carryover of capital project funds for a total capital funding limit.

As the year progresses, circumstances may change making it advantageous to spend more from one account and less in another, or to spend more in one department and less in another or one project than another. The Executive Director/CEO has the authority to adjust the budget of specific accounts as necessary within the overall spending limit. The Executive Director/CEO shall establish additional standard operating procedures to implement and document compliance with this policy.





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[www.gatewayairport.com](http://www.gatewayairport.com)

## Board Action Item

Re: Resolution 25-27

**To:** Board of Directors  
**From:** Matt Nebgen, Director of Gateway Aviation  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** Increase FY26 budget for Cost of Goods Sold for Jet-A and 100LL Avgas  
**Date:** June 17, 2025

---

### Proposed Motion

To authorize the increase to FY26 Budget for Cost of Goods Sold for Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$2,888,150.

### Narrative

A based customer recently changed the way they purchase fuel from the FBO, going from contract fuel to retail fuel. This has significantly increased the volume of fuel that the FBO will need to purchase for FY26. The increase is estimated to be \$2,888,150 above what has been budgeted for FY26. We request that the new total budget for the purchase of Jet A and 100LL be increased to \$8,000,000.

### Fiscal Impact

The \$2,888,150 increase to Cost of Goods Sold will be more than offset with an increase in revenue from Fuel Sales.

### Attachment(s)

N/A



## RESOLUTION NO. 25-27

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

WHEREAS the Authority desires to authorize the increase to FY26 Budget for Cost of Goods Sold for Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$2,888,150;

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

**The Board of Directors of the Authority hereby authorize the increase to FY26 Budget for Cost of Goods Sold for Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$2,888,150. 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 17<sup>th</sup> day of June, 2025.

---

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

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Jill Casson Owen, Attorney



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## Board Action Item

**Re: Resolution 25-28**

**To:** Board of Directors  
**From:** Matt Nebgen, Director of Gateway Aviation  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** FY26 purchase of Jet-A and 100LL Avgas  
**Date:** June 17, 2025

---

### **Proposed Motion**

**To authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$8,000,000.**

### **Narrative**

The Mesa Gateway Airport Authority owns and operates Gateway Aviation Services, the Airport's sole provider of retail aviation fuel.

Jet-A and 100LL Avgas are needed to provide aircraft fuel to tenant, transient, corporate, flight school, airline, and military customers. Actual cost of fuel is based upon market price at time of order. Therefore, staff is estimating the fuel purchase needs for FY26 will be \$8,000,000.

Request for Proposals No. 2019-005-RFP was issued, and Ascent Aviation was selected as the Airport's fuel provider. Board Resolutions No. 19-10 approved a multi-year contract between Mesa Gateway Airport Authority and Ascent Aviation. An amendment to extend for four more years was signed on February 21, 2023.

### **Fiscal Impact**

The original FY26 budget of \$5,111,850 for Cost of Goods Sold (COGS) for Jet-A and 100LL Avgas plus the requested increase of \$2,888,150 to the COGS budget will total \$8,000,000 for FY26. Revenue from fuel sales will more than offset the COGS.

### **Attachment(s)**

**N/A**



## RESOLUTION NO. 25-28

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

WHEREAS the Authority desires to authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$8,000,000;

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

**The Board of Directors of the Authority hereby authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation for Airport Authority resale in the amount of \$8,000,000. 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 17<sup>th</sup> day of June, 2025.

---

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

---

Jill Casson Owen, Attorney



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## Board Action Item

**Re: Resolution 25-29**

**To:** Board of Directors  
**From:** Matt Nebgen, Director of Gateway Aviation  
**Through:** Scott Brownlee, Deputy Director/COO  
J. Brian O'Neill, A.A.E., Executive Director/CEO  
**Subject:** FY26 Purchase of Unleaded and Diesel Fuel – State Contract Vendors  
**Date:** June 17, 2025

---

### Proposed Motion

To authorize the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed of \$615,724. This amount will provide fuel for the 2026 fiscal year.

### Narrative

The Mesa Gateway Airport Authority owns and operates Gateway Aviation Services, the Airport's sole provider of fuel for ground support equipment.

Unleaded and Diesel #2 are needed to provide fuel to tenant and airport ground support equipment.

As a qualified participant of the Arizona Department of Administration State Procurement Office (ADSPO), MGAA can procure goods and services under state contracts. These contracts have been competitively bid and are available upon request

### Fiscal Impact

This purchase was included in the FY26 budget under Cost of Goods Sold and Fuel Usage for internal usage.

### Attachment(s)

N/A



## RESOLUTION NO. 25-29

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

WHEREAS the Authority desires to authorize the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed of \$615,724. This amount will provide fuel for the 2026 fiscal year;

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

**The Board of Directors of the Authority hereby authorize the purchase of Unleaded and Diesel fuel from the lowest priced State contract vendor at market prices for Airport Authority use and resale in an amount not to exceed of \$615,724. This amount will provide fuel for the 2026 fiscal year. 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 17<sup>th</sup> day of June, 2025.

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Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

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Misty Johnson, Clerk of the Board

---

Jill Casson Owen, Attorney



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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:** April 2025 Financials  
**Date:** June 17, 2025

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Attached is the monthly Financials Report for April 2025.



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

	Month of April 2025				Y-T-D as of April 2025			
	April FY24 Actual	April FY25 Actual	YOY Variance	B/(W)	YTD FY24 Actual	YTD FY25 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	42,729	26,690	(16,039)	-38%	322,455	309,556	(12,899)	-4%
Fuel Flowage Fees	51,734	55,799	4,065	8%	514,568	536,706	22,138	4%
Landing Fees	142,785	173,445	30,660	21%	1,350,671	1,524,793	174,122	13%
Lease Income Aero	315,205	406,754	91,549	29%	3,439,834	3,947,189	507,355	15%
Fuel Sales	838,466	921,322	82,856	10%	6,279,102	8,075,483	1,796,381	29%
Services Sold - Aero	463,758	523,896	60,138	13%	4,845,867	4,634,397	(211,470)	-4%
Sub-total Aero Operating Revenues	1,854,677	2,107,906	253,230	14%	16,752,497	19,028,123	2,275,626	14%
Non-Aeronautical Operating Revenues								
Concessions	143,477	147,936	4,459	3%	1,162,676	1,287,837	125,161	11%
Lease Income Non-Aero	115,844	137,996	22,152	19%	1,101,855	1,163,033	61,178	6%
Parking	321,811	387,287	65,476	20%	4,149,269	4,512,870	363,601	9%
Rental Car Fees	566,855	431,226	(135,629)	-24%	2,563,156	2,999,238	436,082	17%
Svcs Sold - Non Aero	153,229	126,959	(26,270)	-17%	193,519	180,013	(13,506)	-7%
Sub-total Non-Aero Operating Revenues	1,301,216	1,231,404	(69,812)	-5%	9,170,475	10,142,992	972,516	11%
Total Operating Revenues	<b>3,155,893</b>	<b>3,339,310</b>	<b>183,417</b>	<b>6%</b>	<b>25,922,972</b>	<b>29,171,115</b>	<b>3,248,142</b>	<b>13%</b>
Operating Expenses								
Cost of Goods Sold	573,379	665,159	(91,780)	-16%	4,437,709	5,252,615	(814,906)	-18%
Personnel	903,808	895,474	8,335	1%	9,015,857	9,648,691	(632,834)	-7%
Comm & Utilities	88,415	88,044	371	0%	879,836	978,072	(98,236)	-11%
Contractual Services	534,488	661,295	(126,807)	-24%	5,590,524	6,271,431	(680,907)	-12%
Insurance	61,783	57,395	4,388	7%	533,818	586,501	(52,683)	-10%
Other	20,865	31,885	(11,020)	-53%	261,852	260,792	1,060	0%
Repair & Maintenance	32,938	81,235	(48,297)	-147%	726,751	578,280	148,471	20%
Supplies & Materials	67,052	91,416	(24,364)	-36%	686,933	714,876	(27,943)	-4%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	<b>2,282,728</b>	<b>2,571,902</b>	<b>(289,174)</b>	<b>-13%</b>	<b>22,133,280</b>	<b>24,291,258</b>	<b>(2,157,977)</b>	<b>-10%</b>
Operating Income (Loss) Before Depreciation	<b>873,165</b>	<b>767,407</b>	<b>(105,758)</b>	<b>-12%</b>	<b>3,789,692</b>	<b>4,879,857</b>	<b>1,090,165</b>	<b>29%</b>
	27.7%	23.0%			14.6%	16.7%		
Depreciation		1,354,163				13,542,226		



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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:** June 17, 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	2025-008-RFQ	Business Continuity Plan Development Services	June 2025
Request for Qualifications	2025-004-RFQ	Website Redesign Services	August 2025
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	September 2025
Request for Proposals	2025-009-RFP	Fire Test, Inspect, Monitor, and Repair Services	September 2025

### Future Solicitations

No immediate solicitations needed.

### Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$86,037.03.

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