



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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Mesa Gateway Airport Authority and to the public that the Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, January 20, 2026 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** (Lt. Governor Regina Antone, Chair)
Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.
2. **Pledge of Allegiance**
3. **Motion to convene into Executive Session**
 - a) Pursuant to A.R.S. § 38-431-03 (A)(1), the Board of Directors may convene into executive session for the purpose of discussion and consideration regarding the Executive Director/CEO's annual review.
4. **Motion to reconvene into Regular Session**
5. **Executive Director's Report** - J. Brian O'Neill, A.A.E., Executive Director/CEO
6. **Consent Agenda**
 - a) **Minutes** of the Board Meeting held on **December 16, 2025**.
 - b) **Resolution No. 26-01** – Approving an eleventh amendment to the **Executive Director's** employment agreement effective October 1, 2025.
 - c) **Resolution No. 26-02** – Authorizing an **FY26 budget increase** for Fuel Cost of Goods Sold (COGS) for the additional purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. in the amount of \$6,200,000.
 - d) **Resolution No. 26-03** – Authorizing the purchase of Jet A fuel and 100LL Avgas from **Ascent Aviation Group, Inc.** for Airport Authority resale in the amount of \$6,200,000.
 - e) **Resolution No. 26-04** – Authorizing a contract with **Aviatrix Communications LLC** for Website Redesign Services, Website Hosting, and Support and Maintenance Services, in an amount not to exceed \$189,000 for the first year of the contract. Contract years two through five shall be limited to website hosting and ongoing support and maintenance services only, with price adjustments to Aviatrix Communications LLC's professional service fees considered annually, not to exceed five percent (5%), provided such adjustments are submitted in writing prior to the contract anniversary date. Third-party software, licensing, or platform costs, which are not controlled by Aviatrix

Communications LLC, may be adjusted based on documented market or vendor increases and shall not exceed such increases. The estimated cost for contract year two for website hosting, ongoing support, and maintenance services is \$34,717.47. The contract shall have an initial term of three (3) years with two (2) additional one (1)-year options to renew, exercisable at the sole discretion of MGAA.

7. Board Member Comments/Announcements

8. 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.

9. Next Meeting: Tuesday, February 17, 2026 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. Requests should be made as early as possible to allow time to arrange the accommodation.



- Mesa Gateway Airport Sets New Passenger Activity Record for November
- Allegiant Adding Three New Nonstop Destinations in February
- MGAA Board Approves Master Plan Update for SkyBridge Arizona
- MGAA Increases Parking Rates for Daily and Long-Term Parking Lots
- Runway 12R-30L Reconstruction (Phase II) Progressing
- Taxiway Golf Redesign Underway

Executive Director's Report January 2026



Virgin Galactic's Spaceship Launch Vehicle Visits Mesa Gateway Airport

Financial Snapshot

OPERATING INCOME	November		Month Variance	FYTD Comparison		FYTD Variance
	2024	2025		FY25	FY26	
Revenues	\$2,593,132	\$3,693,885	\$1,100,753	\$13,129,762	\$16,408,518	\$3,278,756
Less Expenses	\$2,320,034	\$3,075,664	\$755,630	\$11,432,686	\$14,035,124	\$2,602,438
Operating Income (Before Depreciation)	\$273,098	\$618,221	\$345,123	\$1,697,076	\$2,373,394	\$676,318

Investment Fund Balances: As of November, the Local Governmental Investment Pool (LGIP) 700 = \$3,832,766; Wells Fargo; Collateralized Money Market = \$9,338,105 and Commercial/Paper Brokered CD's = \$61,745,541; Total \$74,916,412. MGAA invests in fixed rate instruments.

Finance and Accounting

Mesa Gateway Airport Authority (MGAA) is reporting a net operating income of \$618,221 for November 2025, a new record for November and \$345,123 more than last November. Fiscal-year-to-date 2026 (FYTD26) net operating income is \$2,373,394, \$676,318 ahead of the same time period last fiscal year.

November 2025 aeronautical revenues increased by 51% and non-aeronautical revenues increased by 24% on a year-over-year monthly comparison with 2024. The increase in aeronautical revenue was driven by aviation fuel sales that were up 84%. The increase in non-aeronautical revenues was a result of an increase in vehicle parking revenue (24%), lease income (23%), and rental car revenue (33%).

Operating expenditures for November 2025 increased by 33% and totaled \$3,075,644. This increase was due to an increase in aviation fuel related cost-of-goods-sold, increased service contracts, and increased MGAA employee payroll.

Fiscal-year-to-date operating expenditures are \$1,564,880 over FY26 Budget due to the increased fuel cost-of-goods sold.

MGAA is currently working on the FY27 Operating and Capital Budgets for MGAA Board approval. The MGAA Board is expected to vote on the Draft FY27 Budgets at their May 2026 meeting.

Active/Pending Solicitations

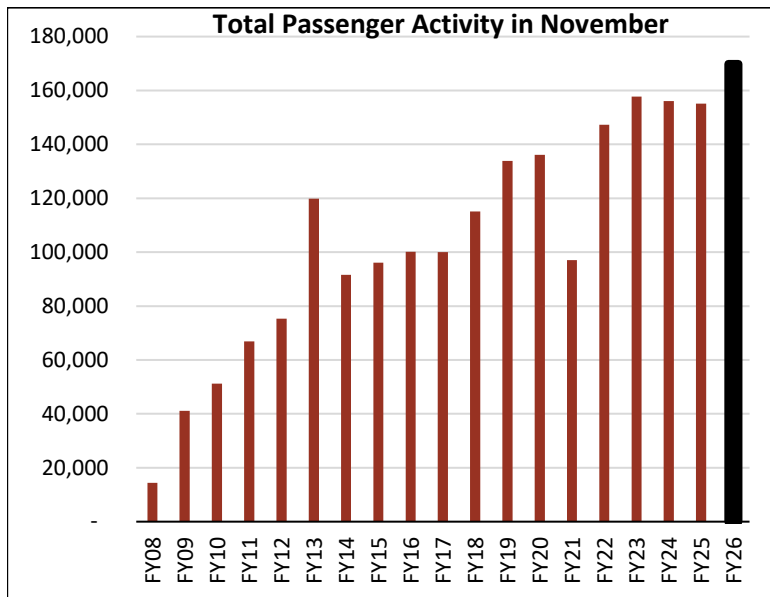
TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2026-004-RFQ	Website Redesign Services	January 2026

Future Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2026-005-RFQ	Taxiway Golf Realignment	March 2026

Airport Operations

Mesa Gateway Airport Sets New Passenger Activity Record for November



Record Passenger Activity in November 2025

Mesa Gateway Airport (Airport, Gateway Airport) continues to set new monthly and annual passenger activity records as more and more Arizonans and sun-seeking visitors discover the value, ease, and convenience of using the Airport when they need to travel. November 2025 was another record-setting month, with Gateway Airport welcoming 169,859 total passengers through its doors.

Allegiant is adding three new destinations in February, and Sun Country is increasing frequency to Minneapolis, so MGAA expects passenger activity growth trends to continue into 2026.

Allegiant Adding Three New Nonstop Destinations in February

Q. Are you planning a trip to Southern California?

Q. Do you have family and/or friends in Wisconsin?

Q. Interested in visiting Central Illinois?

If the answer to one or more of the above questions is YES, you're in luck! Allegiant is starting nonstop service to all three destinations at Gateway Airport in February.

Twice-weekly (Thursday/Sunday) service to Orange County, CA begins on February 12th

Twice-weekly (Friday/Monday) service to La Crosse, WI begins on February 6th

Twice-weekly (Friday/Monday) service to Bloomington – Normal, IL begins on February 13th

For more information visit www.allegiant.com.



MGAA Increases Parking Rates for Daily and Long-Term Parking Lots

At their December 2025 meeting, the MGAA Board of Directors approved an increase to parking rates for both the Daily Parking Lot and the Ray Road Economy Parking Lot. Effective January 1, 2026, the rate in the Daily Parking Lot increased from \$13.00 to \$15.00 per day and the rate for uncovered parking in the Ray Road Economy Parking Lot increased from \$9.00 to \$10.00 per day.

PASSENGERS AND AIR CARGO		November		% Change	FYTD		% Change
		2024	2025		FY25	FY26	
Passengers	TOTAL	155,126	169,859	9%	700,935	729,521	4%
	Deplaned	78,587	86,135	10%	358,671	373,674	4%
	Enplaned	76,539	83,724	9%	342,264	355,847	4%
Allegiant		148,910	163,983	10%	688,804	715,921	4%
Sun Country		6,216	5,876	-5%	12,131	13,600	12%
Air Cargo (lbs.)		86,876	814,135	837%	356,960	5,695,764	1,496%

OPERATIONS		November		% Change	FYTD		% Change
		2024	2025		FY25	FY26	
Air Carrier		1,131	1,322	17%	5,474	5,627	3%
Military		169	119	-30%	833	913	10%
General Aviation		23,104	22,172	-4%	120,742	121,416	1%
TOTAL		24,404	23,613	-3%	127,049	127,956	1%

Engineering, Planning, and Facilities

Runway 12R-30L Reconstruction (Phase II) Progressing



Runway 12R-30L Under Construction

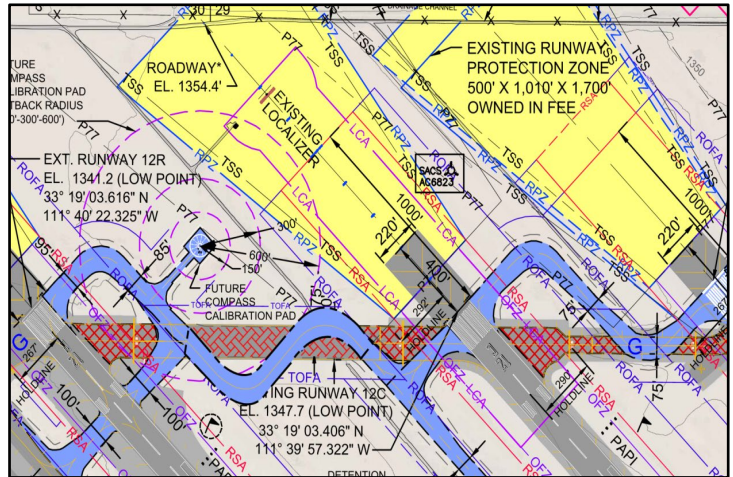
Gateway Airport continues to progress with a major airfield infrastructure improvement project designed to remove and replace old runway and taxiway concrete from the 1940s. Thanks to grants from the Federal Aviation Administration (FAA) and the Arizona Department of Transportation (ADOT), this two-year, \$45MM+ project will reconstruct a majority of the Airport's 10,400-foot primary runway, Runway 12R-30L. Phase I of the project (south end) was completed in 2025, and Phase II (north end) will wrap up later this year.

Gateway Airport has an impressive airfield with three 10,000-foot runways and miles of connecting taxiways. The Airport is very fortunate to have strong partners like the FAA and ADOT that understand the safety and economic importance of maintaining Gateway Airport's facilities and airfield infrastructure. MGAA would like to thank them both for their continued support. Thank you to the FAA and ADOT!

Taxiway Golf Redesign Underway

Another important airfield project currently underway is the redesign and reconstruction of Taxiway Golf, located at the north end of Gateway Airport's airfield. This taxiway is not in compliance with current FAA taxiway design standards and includes some of the most challenging concrete on the airfield.

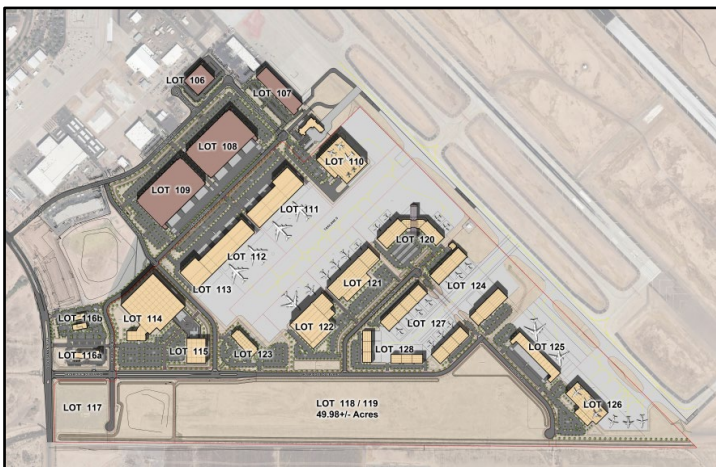
The map to the right shows the current configuration of Taxiway Golf in red and the future alignment is represented in light blue. This project will greatly enhance airfield safety.



Preliminary Design of the New Taxiway Golf

Business Development

MGAA Board Approves Master Plan Update for SkyBridge Arizona



Rendering of SkyBridge Arizona Master Plan Update

SkyBridge Arizona is a 360-acre mixed-use logistics, cargo, and industrial/manufacturing park located at the south end of Gateway Airport. The park's original master plan, approved by the MGAA Board in 2019, included a balanced mix of both aeronautical and non-aeronautical development opportunities. Over time, and as other industrial development has occurred on and around the Airport, the vision for SkyBridge Arizona has evolved to include more aeronautical opportunities within the park.

At their December 2025 meeting, the MGAA Board of Directors approved an updated master plan for SkyBridge Arizona that included a second taxi lane and a greater focus on aeronautical development.

To date, SkyBridge Arizona has constructed more than 635,000 square feet of industrial, manufacturing, and hangar space, and has invested approximately \$30MM in roadway and utility infrastructure.

Gateway Aviation Services

Gateway Aviation Services, the MGAA owned and operated Fixed Base Operator (FBO), pumped 1,784,737 gallons of aviation fuel during the month of November 2025, a 21% increase compared to last November. FYTD26, Gateway Aviation Services has pumped a total of 7,717,211 gallons, an 11% increase over the same time period last fiscal year.

FUEL (Gallons)	November			FYTD		
	2024	2025	% Change	FY25	FY26	% Change
AvGas	50,378	50,789	1%	249,180	250,365	0%
Retail Jet A	93,983	299,799	219%	410,802	1,182,991	188%
Contract	189,438	207,770	10%	1,229,851	1,009,455	-18%
Commercial	1,107,067	1,171,468	6%	5,000,383	4,980,732	0%
Cargo	34,040	54,911	61%	68,424	293,668	329%
TOTAL	1,474,906	1,784,737	21%	6,958,640	7,717,211	11%

MGAA TEAM MEMBER SPOTLIGHT

Employee Name: Lavender Mitchell
Employee Title: Airport Communications Dispatcher
MGAA Department: Operations, Security, and Maintenance
Years with MGAA: 2+



What are your job responsibilities for MGAA? I monitor cameras and alarms for the entire airport and make sure to report any activities that seems abnormal. With the 24/7 operation, I coordinate closely with terminal and airfield operations and make sure to share related information in a timely manner. I also serve as the main contact person with any internal or external requests for the Airport. I constantly operate mass notification systems to keep people in loop with ongoing issues or updates about the Airport.

What is your most memorable Gateway Airport moment? In April of this year, an American Airlines Airbus landed on my weekend shift without any information. I had coordinated with airfield, ATC tower, FBO, and American Airlines to figure out a plan for them. Luckily, the FBO found a parking space for them and also found out they were here for fuel. A couple managers from American Airlines were able to make it to the FBO in about 45 minutes to help out with the plane. Flight departed after over an hour here back to PHX. It's an interesting and challenging event for me, especially when I'm all by myself. I try to collect as much information as I can and remain calm, because I know teamwork will make it happened.

What is something people may not know about you? I love traveling to Japan, and during the lockdown for COVID, I missed it so much that I jumped on the plane to just get to Narita International Airport and back. I stayed at the airport about 3 hours and turned around and went back to SFO. My passport is full of stamps from Japan and I was there even before my old stamp expired so I had to help them find the right stamp for my duty-free shopping. Well, I am sure you will see me going again soon!

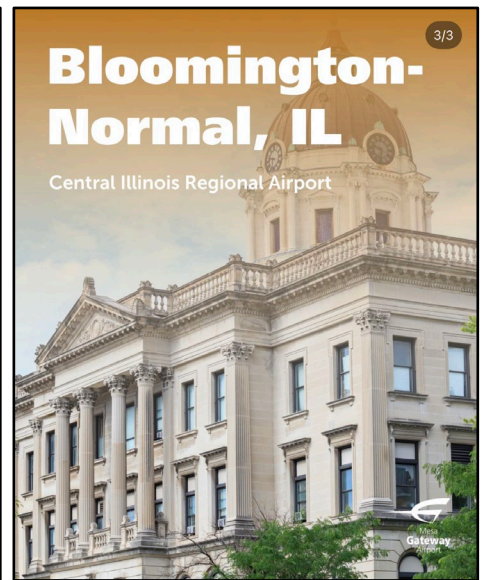
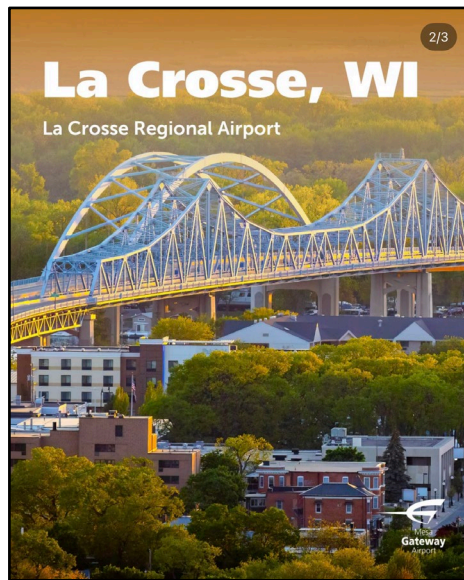
Community Noise Report

CALLERS	November		FYTD	
	2024	2025	FY25	FY26
Total	16	13	41	47

AIRCRAFT TYPE	November		FYTD	
	2024	2025	FY25	FY26
	Callers	Callers	Callers	Callers
Commercial	6	9	17	27
GA Total	6	3	18	17
Helicopter	4	1	6	2
Military	0	0	0	1
Total	16	13	41	47

LOCATION	November		FYTD	
	2024	2025	FY25	FY26
Mesa	3	3	9	19
Gilbert	9	2	22	9
Gold Canyon	0	1	0	3
Queen Creek	3	6	4	14
Queen Valley	0	0	3	0
Apache Junction	1	0	1	0
San Tan Valley	0	1	1	2
Florence	0	0	1	0
TOTAL	16	13	41	47

MGAA received communications from a total of 13 individuals regarding aircraft noise issues during the month of November 2025, compared to 16 individuals last November.



Let's show Allegiant that these three new nonstop destinations starting in February will be successful. Don't delay, [book your flights today!](http://www.allegiant.com)

www.allegiant.com



**MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | December 16, 2025**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, December 16, 2025, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

Members Present

Lt. Governor Regina Antone, Gila River Indian Community
Councilmember Scott Somers, Mesa
Mayor Scott Anderson, Gilbert
Mayor Chip Wilson, Apache Junction
Councilmember Jeff Brown, Queen Creek

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

** Neither present nor represented*

1. Call to Order at 9:00 a.m. (Lt. Governor Regina Antone, Chair)

2. Pledge of Allegiance

3. 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 2026 (FYTD) Net Operating Income is \$1,755,172 compared to \$1,423,979 FYTD25.
- Mesa Gateway Airport (Airport, Gateway Airport) welcomed 167,662 commercial passengers during October 2025. This is a new October record compared to the 153,438 passengers during October of last year.
- MGAA Briefs
 - Record-setting passenger activity occurred in both October and November.
 - Starting February 2026, Allegiant will begin services from Gateway Airport to three new nonstop destinations: Orange County, CA (SNA), La Crosse, WI (LSE) and Bloomington-Normal, IL (BMI).
 - Two new food and beverage concessions are coming to Gateway Airport later this year. Cold Beers & Cheeseburgers and Dunkin Donuts will be located inside the passenger terminal.
- MGAA Private Development
 - Gateway Airport's recently completed projects and those projects that are currently underway total 1.675M+ square feet of private development. The job creation and economic stability that comes from this directly benefits not only the Airport, but the entire Phoenix East Valley.
 - The Airport's business directory now lists a growing number of global industry leaders that call Mesa Gateway Airport home.
 - Virgin Galactic's unique launch vehicle, Eve, visited Gateway Airport to familiarize the aircraft with the Airport, the airfield, and the new Virgin Galactic facilities.
 - XNRGY Climate System, a Canadian-based high-end climate control system manufacturer celebrated the grand opening of their U.S. Headquarters with a ribbon cutting event on Thursday, October 23rd. Their facility is located on the east side of the Airport.

- FlightSafety International's ground-breaking event was held on Tuesday, October 21st to celebrate their investment in a new 100,000 sq. ft. Learning Center at Mesa Gateway Airport.
- The two-building Gateway Commerce Center III project at the corner of Sossaman Road and Velocity Way is complete. This project totals approximately 100,000 sq. ft. and the developer is actively looking for tenants for the two buildings.
- AmpliFLY Mesa Gateway is designing and building a corporate hangar facility exceeding 100,000 square feet. This significant facility is planned for a 9.6-acre aeronautical redevelopment site at the south end of the Airport.
- SkyBridge Arizona is planning to develop a 127-room dual-brand Wyndham Hotel along South Sossaman Road. The new hotel will have an extended stay option for longer-term guests and an option for guests looking for one or more nights.
- MGAA Project Updates
 - Reconstruction of the northern half of Runway 12R-30L (Phase II) began in October 2025 and is on schedule to be completed later in 2026. This important infrastructure project totals approximately \$45MM. Thanks to continued strong support from the FAA, the substantial reconstruction of Runway 12R-30L will be completed within a two-year time frame. Phase I began in October 2024 and was completed in May 2025.
 - The Taxiway Golf Realignment Project will correct existing pavement issues and non-standard geometry. Construction is contingent on grant funding and this important airfield improvement project is scheduled for completion within the next two years.
 - A new Transportation Security Administration (TSA) Checked Baggage Inspection System installation is currently underway that will replace two older explosive detection machines that can only clear 200 checked bags an hour with machines capable of clearing 750 bags an hour. This additional capacity will be necessary as the Airport continues to grow. The Authority and the TSA are sharing the \$46MM project cost.
 - In FY25, the 200 covered parking spaces located within the Ray Road Economy Lot experienced tremendous growth in customer use. To meet this increasing demand, and to continue to bolster the customer experience, the Authority will be constructing an additional 200 covered parking spaces.

4. Consent Agenda

- a) **Minutes** of the Board Meeting held on **October 21, 2025**.
- b) **Resolution No. 25-52** – Authorizing the revised **Airport Rates and Charges** schedule with an effective date of January 1, 2026.
- c) **Resolution No. 25-53** – Authorizing the purchase of one new Kubota agricultural tractor from **Bingham Equipment Company** in an amount not to exceed \$74,861.41.
- d) **Resolution No. 25-54** – Authorizing the procurement of server equipment from **Dell Marketing, L.P.** in an amount not to exceed \$103,185.77.
- e) **Resolution No. 25-55** – Authorizing the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with **Allegiant Air, LLC** for commercial air service at the Airport.
- f) **Resolution No. 25-56** – Authorizing the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with **Sun Country, Inc.** for commercial air service at the Airport.

Mayor Chip Wilson moved to approve the Consent Agenda.
Councilmember Jeff Brown seconded the motion.
The motion was carried unanimously.

Consideration and Approval of:

5. **Resolution No. 25-57** – Authorizing the updated Master Plan concept for the **SkyBridge Arizona** development.

Councilmember Jeff Brown moved to approve Resolution No. 25-57.
Mayor Chip Wilson seconded the motion.
The motion was carried unanimously.

6. **Resolution No. 25-58** – Authorizing a Development Lease with **Boyer Gateway East Mesa Retail 1, L.C.**, a Utah limited liability company, for 2.47 acres (107,651 square feet), located within the Gateway East project and identified as Lots 200 and 202B, with a lease term of SIXTY-FIVE (65) years commencing on January 1, 2026, and to authorize a Third Amendment to the Master Lease with **Boyer Gateway East L.C.**, to concurrently remove Lots 200 and 202B from the Master Lease Agreement.

Mayor Scott Anderson moved to approve Resolution No. 25-58.
Mayor Chip Wilson seconded the motion.
The motion was carried unanimously.

7. **Board Member Comments/Announcements**

Council Member Jeff Brown announced that this will be his last meeting representing the Town of Queen Creek on the board of directors. Queen Creek Mayor Wheatley will return to the board beginning in January 2026.

8. **Call to the Public**

There were no public comments.

9. **Next Meeting: Tuesday, January 20, 2026** 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.

10. **Adjournment.**

The meeting adjourned at 9:38 a.m.

Dated this ____ day of _____ 20____.

Misty Johnson, Clerk of the Board



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

Board Action Item

Re: Resolution 26-01

To: Board of Directors
From: Scott Butler, Mesa City Manager
Through: Jill Casson Owen, Snell & Wilmer
Subject: Employment Contract Amendment – Executive Director
Date: January 20, 2026

Proposed Motion

To approve an eleventh amendment to the Executive Director's employment agreement effective October 1, 2025.

Narrative

The Board of Directors has approved annual and unscheduled employment contract adjustments with Mr. J. Brian O'Neill since he assumed the position of MGAA Executive Director in 2016. The eleventh amendment to Mr. O'Neill's Employment Agreement provides for an adjustment to vacation accrual, a two percent (2%) market adjustment increase in his base salary, and a four percent (4%) performance increase to his adjusted base salary effective October 1, 2025. There are no other changes to the Agreement.



RESOLUTION NO. 26-01

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

WHEREAS the Authority desires to approve an eleventh amendment to the Executive Director’s employment agreement effective October 1, 2025;

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

The Board of Directors of the Authority hereby approves an eleventh amendment to the Executive Director’s employment agreement effective October 1, 2025. This resolution also authorizes the Chair to execute such agreement, with insertions, deletions, and changes as may be approved by the Chair, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of January, 2026.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



MESA GATEWAY AIRPORT AUTHORITY
EXECUTIVE DIRECTOR'S OFFICE
5835 SOUTH SOSSAMAN ROAD
MESA, ARIZONA 85212-6014
OFFICE (480) 988-7600
CELL (603)361-3741

**FY25 was an
exceptional
year!**

J. Brian O'Neill, A.A.E.
Mesa Gateway Airport Authority
Fiscal Year 2025 Annual Performance Review

- **Record-Setting Financial Performance**
- **Record-Setting Commercial Passenger Activity**
 - **Record-Setting Air Cargo Activity**
 - **Record-Setting Gallons of Aviation Fuel**
- **Completed Several Important Airport Facility and Infrastructure Projects**
- **Active Development of More than 1.5 Million Sq. Ft. of Private Development**
 - **Successfully Completed Annual FAA and TSA Inspections**
 - **Received a Clean FY25 Independent Financial Audit**

Mesa Gateway Airport (Airport, Gateway Airport) continues to be the envy of airports across the country. In recent years, the Airport has received significant federal entitlement, discretionary, and Bipartisan Infrastructure Law grants, as well as State of Arizona funding, to construct a new air traffic control tower, five-gate 30,000 sq. ft. terminal addition, enclosed terminal connector walkway, mill and overlay the center runway (Runway 12C/30C), and reconstruct the southern half of its inside runway (Runway 12R/30L). The Airport has also attracted more than one million square feet of private development projects, representing over a thousand high wage jobs and hundreds of millions of dollars in regional economic impact.

Mesa Gateway Airport Authority (MGAA, Authority) has been fortunate to recruit and retain an experienced team of highly motivated and talented subject-matter experts serving all aspects of the Airport's operation. As Executive Director/CEO, my management philosophy continues to be to recruit the best candidates the Authority can afford, train them to successfully perform their unique duties, and provide them with a supportive and positive work environment so they can succeed. **My primary responsibility is to ensure that the Airport is operated in a safe, secure, customer-focused, efficient, environmentally friendly, and financially sustainable manner.**

Each year, my team and I strive to effectively communicate and work cooperatively with the MGAA Board of Directors, Gateway Senior Staff, and representatives from our Member Communities; federal, state, and local partners; and other key stakeholder groups to improve Gateway Airport and maximizes its economic contribution to the greater Phoenix region.

MGAA continues to be guided by seven organizational goals identified by the MGAA Board of Directors – **1.) Increase Air Service; 2.) Maintain a High Level of Community Support; 3.) Strengthen Financial Sustainability; 4.) Invest in People and Operational Assets; 5.) Attract Commercial Development; 6.) Plan, Build, and Maintain Infrastructure; and 7.) Promote Regional Tourism.**

The information that follows is intended to highlight many of MGAA’s accomplishments during FY25 and establish some organizational goals for next year.

OPERATIONAL PERFORMANCE METRICS				
	FY23	FY24	*FY25 (preliminary)	
Total Commercial Passengers	1,917,911	1,839,977	2,006,347	NEW RECORD
Total Aircraft Operations	247,381	300,296	303,643	NEW RECORD
Aircraft Landing Fee Revenue	\$1,449,905	\$1,702,303	\$1,874,015	NEW RECORD
Terminal Tenant Lease Revenue	\$160,449	\$172,634	\$183,929	NEW RECORD
Airline Terminal Use Fee Revenue	\$271,675	\$284,915	\$339,600	NEW RECORD
Operating Revenue	\$29,581,494	\$31,460,511	\$35,784,572	NEW RECORD
Terminal Concession Revenue	\$1,481,006	\$1,424,638	\$1,553,311	NEW RECORD
Facility/Land Lease Revenue	\$4,159,042	\$4,919,597	\$5,627,787	NEW RECORD
Ground Transportation Revenue	\$243,141	\$246,760	\$311,582	NEW RECORD
Car Rental Revenue	\$3,058,465	\$3,024,669	\$3,540,922	NEW RECORD
Vehicle Parking Revenue	\$4,648,800	\$4,841,600	\$5,209,108	NEW RECORD
Fuel Sales	\$7,304,272	\$7,761,831	\$10,109,333	NEW RECORD
Net Operating Income	\$3,891,271	\$4,111,268	\$5,411,348	NEW RECORD

Summary of FY25 MGAA Organizational Achievements

- **Airport Activity:**
 - Exceeded 2,000,000 total passengers for the first time – 2,006,347
 - Exceeded 7,000,000 pounds of air cargo – 7,284,693
 - Exceeded 300,000 total operations – 303,643
 - Exceeded 20,000,000 gallons of aviation fuel pumped – 20,549,211
 - Allegiant added nonstop service to Colorado Springs, CO
 - Sun Country returned for a longer winter season (September -April) offering nonstop service to Minneapolis, MN
 - Continued airline recruitment efforts, meeting with current and prospective airlines Avelo, Sun Country, Southwest, JetBlue, Delta, American, Frontier, United, Breeze, and Allegiant during the year
 - Staff attended NBAA-BACE, NBAA – Schedulers and Dispatchers, MRO Americas, Allegiant Airports Conference, Mead & Hunt Air Service Conference, Take-Off North America Air Service Conference, and Mission Readiness Airlift (MRA) Meetings
- **Achieved record-setting FY25 financial performance:**
 - Exceeded \$35,000,000 in operating revenue for the first time – \$35,784,572
 - Exceeded \$5,000,000 in operating income for the first time – \$5,411,348

- Successfully completed FY25 Inspections, Exercises, and Audits:
 - Annual Federal Aviation Administration (FAA) Part 139 Certification Inspection
 - Annual Transportation Security Administration (TSA) Security Inspection
 - Clean Independent Financial Audit
 - Successful Triennial Emergency Preparedness Exercise
- Worked with Arizona's Congressional Delegation and FAA to establish a pilot program for select eligible contract air traffic control towers to become FAA air traffic control towers
- Expanded A.V.I.A.T.O.R. Terminal Volunteer and Therapy Dog Programs
- Expanded MGAA Employee Customer Experience Training Program
- Changed the name of the Airport and the Authority to Mesa Gateway Airport and Mesa Gateway Airport Authority
- Expanded social media reach, improved Airport's website, and increased Airport Tour Program
- MGAA Construction Projects:
 - Completed Runway 12C-30C mill and overlay project
 - Reconstructed southern half (Phase I) of Runway 12R-30L
 - Reconstructed a portion of Taxiway Whiskey
 - Transitioned to new Common Use Passenger Processing System (CUPPS) in terminal
 - Completed installation of new Airport entrance monument sign
 - Completed design for new \$46MM TSA In-Line Checked Baggage Inspection Facility
 - Redesigned and upgraded interior Airport service road
 - Completed Hourly Parking Lot mill and overlay project and installed shade structure above revenue control system equipment
 - Installed speed bumps along Airport Road
 - Worked with SRP on locating a substation on the east side of the Airport
- Private Development Projects:
 - SkyBridge Arizona Master Development (Mesa SkyBridge, LLC)
 - Completed construction and leased two 250,000 sq. ft. industrial buildings
 - Completed construction of several interior public roadways and utility infrastructure
 - Gateway East Master Development (The Boyer Company, LC)
 - Completed construction of 275,000 sq. ft. XNRGY Climate Systems manufacturing facility and U.S. headquarters
 - Hired approximately 300 local employees
 - Virgin Galactic
 - Completed 35,000 sq. ft. hangar and 115,000 sq. ft. manufacturing facility
 - Hired approximately 150 local employees
 - Gulfstream Aerospace Corp.
 - Completed 225,000 sq. ft. West Coast Service Center
 - Hired approximately 350 local employees
 - Gateway Commerce Center III
 - Substantially completed two industrial buildings totaling 100,000 sq. ft.

- AmpliFLY Hangar
 - Planned construction of new 125,000 – 150,000 sq. ft. multi-tenant hangar
- FlightSafety International
 - Planned construction of new 100,000 sq. ft. Learning Center

FY26 MGAA Organizational Goals

- Successfully open Gateway Commerce Center III industrial buildings
- Complete reconstruction of northern half of Runway 12R/30L
- Complete airfield electrical upgrades
- Expand covered parking in the Ray Road Economy Parking Lot by 200 spaces
- Begin construction of new TSA In-Line Checked Baggage Inspection Facility
- Begin construction of Springhill Suites by Marriott Hotel and retail buildings
- Begin construction of 125,000 – 150,000 sq. ft. AmpliFLY Hangar
- Begin construction of new 100,000 sq. ft. FlightSafety International Training Center
- Continue MGAA's Participation in regional transportation planning initiatives
- Maintain strategic partnerships with Airport tenants, ASU, and CGCC
- Extinguish easement for ASR Facility
- Extinguish easement at Ellsworth and Pecos Road and include approximately nineteen acres in Mesa Gateway Airport Layout Plan (ALP)
- Increase net operating income
- Continue to control operational expenditures
- Continue to promote SkyBridge Arizona Master Development, Gateway East Master Development, Gateway Commerce Center III, and AmpliFLY Hangar to attract new companies to the Airport
- Pursue all available federal, state, and local grants and other funding sources
- Continue providing guidance to adjacent communities on land use compatibility and regional planning issues
- Continue to recruit new airlines, pursue additional nonstop destinations, and increase passenger activity
- Continue to expand domestic and international air cargo operations
- Achieve an exceptional FY26 FAA Part 139 Certification Inspection
- Achieve an exceptional FY26 TSA Security Inspection
- Receive a clean FY26 Independent Financial Audit
- Continue to explore opportunities to increase aeronautical and non-aeronautical revenues
- Expand community outreach and participation, social media programs, and Airport tours
- Redesign Airport website
- Continue to support MGAA staff development and subject-matter training opportunities
- Improve/refresh terminal Food, Beverage, and Retail Concessions Program



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

Board Action Item

Re: Resolution 26-02

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 Budget Adjustment for Fuel Cost of Goods Sold
Date: January 20, 2026

Proposed Motion

To authorize an FY26 budget increase for Fuel Cost of Goods Sold (COGS) for the additional purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. in the amount of \$6,200,000.

Narrative

Retail fuel sales have grown significantly this fiscal year and an increase to the current budget for Cost of Goods Sold in FY26 operating budget is requested to fund the soon to be depleted fuel purchase orders.

Fiscal Impact

The additional requested \$6,200,000 will be used to purchase Jet-A and 100LL AVGAS fuel. The increase in cost of goods sold will be offset by revenue from fuel sales.

Attachment(s)

N/A



RESOLUTION NO. 26-02

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

WHEREAS the Authority desires to authorize an FY26 budget increase for Fuel Cost of Goods Sold (COGS) for the additional purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. in the amount of \$6,200,000;

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

The Board of Directors of the Authority hereby authorizes an FY26 budget increase for Fuel Cost of Goods Sold (COGS) for the additional purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. in the amount of \$6,200,000. 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 20th day of January, 2026.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



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

Board Action Item

Re: Resolution 26-03

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: Purchase of Jet-A and 100LL Avgas
Date: January 20, 2026

Proposed Motion

To authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. for Airport Authority resale in the amount of \$6,200,000.

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. Airport staff expects to exceed the original requested purchase amount prior to the end of FY26. This is due to a significant increase in fuel sales in the first half of the fiscal year. The additional \$6,200,000 authorization will bring the total FY26 Jet A and 100LL Avgas purchase to \$14,200,000.

Request for Proposals No. 2019-005-RFP was issued, and Ascent Aviation Group, Inc. (World Fuel) was selected as the airport's fuel provider. Board Resolution No. 19-34 approved a multi-year contract between Mesa Gateway Airport Authority and World Fuel. An amendment to extend for four (4) additional years was signed on February 21, 2023.

Fiscal Impact

The current FY26 budget amount for Cost of Goods Sold for Jet-A and 100LL Avgas is \$8,000,000. The additional \$6,200,000 will bring the new total to \$14,200,000. The increase in cost of goods sold will be offset by revenue from fuel sales.

Attachment(s)

N/A



RESOLUTION NO. 26-03

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

WHEREAS the Authority desires to authorize the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. for Airport Authority resale in the amount of \$6,200,000;

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

The Board of Directors of the Authority hereby authorizes the purchase of Jet A fuel and 100LL Avgas from Ascent Aviation Group, Inc. for Airport Authority resale in the amount of \$6,200,000. 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 20th day of January, 2026.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



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

Board Action Item

Re: Resolution 26-04

To: Board of Directors
From: Ryan Smith, C.M. Director of Communications & Government Relations
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Website Redesign Services, CIP 1304, Aviatrix Communications LLC
Date: January 20, 2026

Proposed Motion

To authorize a contract with Aviatrix Communications LLC for Website Redesign Services, Website Hosting, and Support and Maintenance Services, in an amount not to exceed \$189,000 for the first year of the contract. Contract years two through five shall be limited to website hosting and ongoing support and maintenance services only, with price adjustments to Aviatrix Communications LLC's professional service fees considered annually, not to exceed five percent (5%), provided such adjustments are submitted in writing prior to the contract anniversary date. Third-party software, licensing, or platform costs, which are not controlled by Aviatrix Communications LLC, may be adjusted based on documented market or vendor increases and shall not exceed such increases. The estimated cost for contract year two for website hosting, ongoing support, and maintenance services is \$34,717.47. The contract shall have an initial term of three (3) years with two (2) additional one (1)-year options to renew, exercisable at the sole discretion of MGAA.

Narrative

The Airport's official website (GatewayAirport.com) serves as a primary communication tool for passengers, tenants, business partners, and the general public. It provides critical information regarding airport services, operations, tenant activities, community updates, and emergency communications. MGAA also maintains separate websites for Gateway Aviation Services, the Airport-owned FBO (GatewayFBO.com), and the Business and Economic Development Department (ChooseGatewayAirport.com). These two sites will also undergo a complete redesign to match the usability, security, and design features of the redesigned master website.

The current website has not undergone a comprehensive redesign or functional update in several years. As a result, it no longer reflects current industry standards for usability, mobile responsiveness, cybersecurity, or content management. The existing platform limits staff's ability to efficiently update information and does not fully support mobile devices. In addition, the current website was developed prior to many of the accessibility standards now in effect and does not fully meet the Americans with Disabilities Act (ADA) Title II compliance requirements. The update is necessary to modernize the Airport's digital presence and improve service to the public. Professional hosting and ongoing maintenance will enhance cybersecurity, system reliability, and data protection, and are now the industry standard.

Request for Qualifications (RFQ), Solicitation 2026-004-RFQ, was issued on September 11, 2025, and advertised in the Arizona Business Gazette on 9/18, 9/25, 10/2, and 10/9, 2025; it was also posted on the

AzAA, ACI-NA, SWAAAE, and the Mesa Gateway Airport Authority's websites. In addition, the RFQ was emailed to a list of 9 prospective firms. On June 2, 2025, the Airport received nine (9) Statements of Qualifications (SOQ).

The Evaluation Panel reviewed the SOQs and unanimously ranked Aviatrix Communications LLC as the firm that best satisfied the requirements, based on the firm's qualifications, experience, and comprehensive understanding and approach to the project.

Fiscal Impact

The first year of the contract is included in the FY26 capital budget and is funded with CIP 1304. The remaining years' costs for hosting, support, and maintenance will be budgeted in the appropriate fiscal year's operating budgets.

Attachment(s)

Services Agreement



RESOLUTION NO. 26-04

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

WHEREAS the Authority desires to authorize a contract with Aviatrix Communications LLC for Website Redesign Services, Website Hosting, and Support and Maintenance Services, in an amount not to exceed \$189,000 for the first year of the contract. Contract years two through five shall be limited to website hosting and ongoing support and maintenance services only, with price adjustments to Aviatrix Communications LLC’s professional service fees considered annually, not to exceed five percent (5%), provided such adjustments are submitted in writing prior to the contract anniversary date. Third-party software, licensing, or platform costs, which are not controlled by Aviatrix Communications LLC, may be adjusted based on documented market or vendor increases and shall not exceed such increases. The estimated cost for contract year two for website hosting, ongoing support, and maintenance services is \$34,717.47. The contract shall have an initial term of three (3) years with two (2) additional one (1)-year options to renew, exercisable at the sole discretion of MGAA;

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

The Board of Directors of the Authority hereby authorizes a contract with Aviatrix Communications LLC for Website Redesign Services, Website Hosting, and Support and Maintenance Services, in an amount not to exceed \$189,000 for the first year of the contract. Contract years two through five shall be limited to website hosting and ongoing support and maintenance services only, with price adjustments to Aviatrix Communications LLC’s professional service fees considered annually, not to exceed five percent (5%), provided such adjustments are submitted in writing prior to the contract anniversary date. Third-party software, licensing, or platform costs, which are not controlled by Aviatrix Communications LLC, may be adjusted based on documented market or vendor increases and shall not exceed such increases. The estimated cost for contract year two for website hosting, ongoing support, and maintenance services is \$34,717.47. The contract shall have an initial term of three (3) years with two (2) additional one (1)-year options to renew, exercisable at the sole discretion of MGAA. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 20th day of January, 2026.

Regina Antone, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



SERVICES AGREEMENT

MESA GATEWAY AIRPORT AUTHORITY

AND

AVIATRIX COMMUNICATIONS LLC

FOR

WEBSITE REDESIGN SERVICES

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Mesa Gateway Airport Authority, formerly known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the State of Arizona (“MGAA”), desires the performance of the services more fully described in this Services Agreement (“Contract”) and the attached exhibits. **Aviatrix Communications LLC, a California Limited Liability Company** (“Consultant”), with its principal offices located at 11162 Caminito Vista Pacifica, San Diego, California, 92131, 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: website redesign and implementation services, 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 Director of Communications and Government Relations, 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 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.
- D. MGAA shall provide content, imagery, and brand materials to Consultant, and warrants that such will be accurate and properly owned or licensed for use on MGAA’s websites.

SECTION III - PERIOD OF SERVICE

This Contract is effective as of the date signed by MGAA (“Effective Date”).

- A. Website Redevelopment and Implementation Services Term. The term for the website redevelopment and implementation services shall commence on the Effective Date and shall end upon final completion and written acceptance of the project by MGAA, in accordance with the Scope of Services set forth in this Agreement.

- B. Hosting, Support and Maintenance, and AI-Powered Chat Bot Services Term. The term for the hosting, support and maintenance, and AI-powered chat bot services shall commence upon the Project's entry into the Testing and Quality Assurance Phase, as defined and outlined in the Consultant's proposal, and shall continue for a period of three (3) years thereafter (the "Base Term"), unless earlier terminated or canceled in accordance with this Agreement.
- C. MGAA shall have the option, exercisable at its sole discretion, to extend the Hosting, Support and Maintenance, and AI-Powered Chat Bot services for up to two (2) additional one-year extension periods. MGAA shall provide written notice of its election to extend prior to the expiration of the then-current term. Any extension shall be documented by a written amendment executed by both parties, and all terms and conditions of this Contract shall remain in full force and effect during any such extension, unless otherwise agreed in writing.
- D. 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 Agreement. If Sub-Consultants are required by Consultant to perform any services listed under this Agreement, Consultant shall notify MGAA prior to authorizing work by said Sub-Consultants. MGAA may, at its sole discretion, accept or reject proposed Sub-Consultants.
- B. All of the Consultant's employees/team members and any subconsultants working on MGAA's project must be physically located in the United States.
- C. Consultant 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, "Consultant's Key Personnel") that are listed in Exhibit F and that are consistent with the Statement of Qualification (SOQ) dated October 30, 2025. Consultant shall perform the Work under this Agreement using Consultant's Key Personnel. Consultant's Key Personnel shall not be removed or replaced during the term of the Agreement without prior written consent of MGAA. MGAA recognizes that Consultant's Key Personnel may leave the employ of Consultant for reasons beyond Consultant's control. Whenever practicable, Consultant shall give MGAA at least 14 calendar days' notice prior to the departure of any of Consultant's Key Personnel from the Project. MGAA shall have the right to approve or reject any replacements for Consultant's Key Personnel when personnel leave that are beyond the control of the Consultant. When within Consultant's control, Consultant's failure to use Consultant's Key Personnel to perform the Work under the Agreement without MGAA's prior written consent will be a material breach and grounds for suspension or termination for cause of this Agreement by MGAA.

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 for services authorized and rendered under this Contract in accordance with Section XIII, 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, graphics, designs, code, and written materials, 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, graphics, designs, code, and written materials 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, graphics, designs, code, and written materials prepared under this Contract, including electronic files, are instruments of service. All of these documents, graphics, designs, code, and written materials shall become the property of MGAA upon completion of the services and payment in full to Consultant or, if the Contract is terminated, upon termination of this Contract. MGAA shall have the right to reuse, modify, or adapt the documents, graphics, designs, code, and written materials as it deems necessary, without requiring 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, graphics, designs, code, or written materials 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

Payments to Consultant shall be made in accordance with **EXHIBIT A**, “Scope of Services & Fee Schedule”, which specifies the project milestones and phases that will govern the timing of payments.

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 – NOT USED

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 *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. Technical Professional Liability: Insurance appropriate to the Consultant’s profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - ii. Cyber Liability: Liability with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - iii. Web Content or Digital Media Liability: Actual or alleged acts committed in the course of communications, including providing access, publishing, hosting, collaboration, and conducting e-

commerce. Minimum limits are \$2,000,000 per occurrence and \$2,000,000 aggregate. Publishing Offenses include:

- a) Defamation, libel & slander, product disparagement, and trade libel
- b) Violation of rights of privacy or of publicity
- c) Misappropriation and plagiarism of advertising ideas or materials, or literary or artistic formats or styles or performances
- d) Infringement of copyright, title, slogan, trademark, trade name/dress, service marks, or names.

- 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: Director of Communications & Government Relations
5835 South Sossaman Road
Mesa, Arizona 85212

TO CONSULTANT: Aviatrix Communications LLC
Attn: Katie Franco Jones
11162 Caminito Vista Pacifica
San Diego, CA 92131

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.

SECTION XXI RIGHTS, TITLE, AND ACCESS TO WEBSITE ASSETS

All rights, title, and interest in and to the custom-developed components of the website—including but not limited to the website's layout, visual design, original source code (HTML, CSS, JavaScript, and any back-end code), graphics, written content, and other bespoke elements created specifically for MGAA under this Agreement—shall become the sole and exclusive property of MGAA.

Consultant hereby irrevocably assigns to MGAA all copyrights and other intellectual property rights in such custom-developed deliverables. To the extent any rights cannot be assigned, Consultant shall grant MGAA a perpetual, worldwide, royalty-free, non-exclusive, and irrevocable license to use, modify, and reproduce those materials.

MGAA acknowledges that the website may incorporate or rely upon certain third-party components, including but not limited to, commercially licensed photographs, icons, or fonts; Open-source libraries or frameworks; and Third-party hosting or content delivery platforms.

Consultant shall ensure that all such third-party components are properly licensed for MGAA's intended use. Ownership of these third-party materials will remain with their respective rights holders, and MGAA shall receive a license to use them in accordance with the applicable terms and conditions.

MGAA shall have administrative access to the website, including the content management system (CMS), hosting environment (whether cloud-based or third-party), source code repositories, and all other related systems. Consultant may retain access solely for the purpose of providing authorized support or maintenance services, or updates, and shall not assert any ownership interest in the website or its content.

This provision shall survive the expiration or termination of this Agreement.

SECTION XXII IMPLEMENTATION TIMELINE

- A. Consultant shall complete the Website Redevelopment and Design Scope of Work within one hundred eighty (180) calendar days following the project start date, which shall be the date of the formal project kickoff meeting held after execution of the Contract ("Implementation Deadline"). The project kick-off meeting shall be scheduled to occur no later than ten (10) business days following the Effective Date of this

Agreement, unless otherwise agreed to in writing by both parties. Within five (5) business days following the kickoff meeting, Consultant shall provide MGAA with a written project schedule for MGAA's review and approval. Approval of the project schedule shall not modify the Implementation Deadline unless expressly agreed to in writing by both parties. If Consultant fails to schedule or conduct the project kickoff meeting within such timeframe due to reasons within its control, the Implementation Deadline shall be deemed to commence on the tenth (10th) business day following the effective date of the Contract.

- B. Notice of Delay. Consultant shall promptly notify MGAA in writing of any actual or anticipated delay in meeting the Implementation Deadline, including a detailed explanation of the cause of the delay and Consultant's proposed corrective actions.
- C. Remedies for Failure to Meet Implementation Deadline.
- i. Failure to Meet Deadline. If Consultant fails to complete the scope of work by the Implementation Deadline, MGAA may, in its discretion, elect one or more of the following remedies: (i) receive a fee reduction in an amount reasonably proportionate to the delay, as reasonably determined by MGAA; or (ii) receive service credits equal to 5% of the total implementation fees for each week of delay.
 - ii. Corrective Action Plan. Upon failure to meet the Implementation Deadline, Consultant shall, at no additional cost to MGAA, develop and implement a written corrective action plan acceptable to MGAA, outlining the steps and revised timeline for completing the scope of work.
 - iii. Right to Withhold Payment. MGAA may withhold payment of any fees associated with the scope of work until the Scope of work has been completed to MGAA's reasonable satisfaction.
 - iv. Right to Terminate. If (i) Consultant fails to meet any revised timeline set forth in an approved corrective action plan, or (ii) the implementation is delayed beyond the Implementation Deadline by more than thirty (30) days, MGAA may terminate this Contract upon written notice, without penalty. In such an event, Consultant shall refund any prepaid fees within (30) days.
- D. Exclusive Remedies. Except for Consultant's breach of confidentiality, data security, or indemnification obligations, the remedies set forth in this Section are in addition to any other rights or remedies available to MGAA at law or in equity.

Executed as of the Effective Date.

CONSULTANT
AVIATRIX COMMUNICATIONS, LLC
a Florida Limited Liability Company

By: Kathryn Franco Jones
Name: Kathryn Franco Jones
Title: Owner
Date: 01/05/2026

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

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, and **EXHIBIT G**, “Hosting and Support and Maintenance Services”, agreed to by the parties.

SCOPE OF SERVICES

Website Redevelopment & Design

1. The scope of work to be performed by the Offeror includes, but is not limited to, the following:
 - a. Review Google Analytics for the Airport’s three external websites and use the data, along with MGAA’s input, to determine each website’s intended audiences and goals.
 - b. Develop a site map for each of the three websites. Proposed site maps do not need to match existing site maps.
 - c. Produce three complete design concepts for MGAA to choose from, then fully develop the selected design template to include:
 - i. Home pages (including alert/notices)
 - ii. Content pages
 - iii. Tables and lists
 - iv. Photo and video galleries (can be a third-party plug-in or frame)
 - v. Maps
 - vi. Landing pages
 - vii. Other designs as needed
 - d. Recommend analytic solution(s) and configure.
 - e. Define search engine optimization goals and key performance indicators for each website with a plan to track utilizing HubSpot and a recommended analytics program.
 - f. Create fresh copy for all pages.
 - g. Produce pages for the site.
 - h. Provide a method for updating site content via web interface.
 - i. Provide administrative pages as necessary to allow MGAA staff to administer and update the site.
 - j. Work with Airport Information Technology staff for any back-end code conversion necessary.
 - k. Implement quality assurance testing.
 - l. Provide knowledge transfer on the management of the hosted platform as necessary to allow MGAA staff to manage the site
2. The following requirements must be fulfilled for satisfactory project completion and MGAA final acceptance:
 - a. Optimize design for mobile first, then adapt for larger screen sizes and ensure consistent, high-quality design.
 - b. All images and videos will be formatted for search engine optimization. This includes size, quality, and file format.
 - c. The site will incorporate “friendly URLs” and allow targeting multiple friendly URLs to a single page.
 - d. MGAA must approve any third-party controls, code, or scripts before use.
 - e. Any code accessing the database must adhere to current security practices. All form input shall be validated and encoded to minimize vulnerabilities such as SQL injection and Cross-Site Scripting attacks.
 - f. MGAA shall be provided a mechanism to retrieve any stored data collected by the website.
 - g. All programming code will be thoroughly tested, and proper error handling will be provided, where applicable.

- h. Recommend analytics services for the sites moving forward.
 - i. Integrations with existing systems such as parking reservations, flight information, training schedules, etc.
 - j. Consultant shall train MGAA's Information Technology department staff on any changes to functionality, so that they may be relayed to the appropriate staff.
 - k. MGAA's Information Technology department will collaborate with Consultant to support any necessary integrations from the MGAA's side. This may include providing access to relevant systems, coordinating technical resources, and assisting with configuration or data connections. In addition, Consultant shall train MGAA IT staff on any updates to HTML, CSS, or back-end code to ensure effective ongoing support and maintenance.
3. Final acceptance of the Scope of Work by MGAA will be predicated on the successful delivery of the following:
- a. Delivery of all files related to the newly implemented website, including but not limited to images, source code files, and related documentation.
 - b. A final layout composite image provided to MGAA in Adobe Photoshop format (PSD) with layers.
 - c. Successful quality assurance testing.
 - d. Satisfactory completion of the required training and knowledge transfer.

Hosting and Support and Maintenance

Consultant's services for Hosting and Support and Maintenance are detailed in **EXHIBIT G**, "Hosting and Support and Maintenance Services".

Consultant's detailed Fees and Scope for Website Design and Development services, dated December 23, 2025, is set forth below and is hereby incorporated into this Contract.



Aviatrix Communications, LLC
aviatrixcommunications.com
760.717.1888

SCOPE FOR WEBSITE DESIGN AND DEVELOPMENT

Prepared For:

Mesa Gateway Airport Authority (MGAA)

December 23, 2025



Tasks and Hours by Personnel

Task 1: Assessment, Project Planning & Management

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Labor Billing Rate	\$250.00	\$200.00	\$200.00	\$200.00	\$170.00	\$150.00		
Hours	23	52	47	20	0	0	142	\$29,550
Scope, Schedule, and Budget Management: Oversee and manage the project's scope, timeline, and budget, ensuring all tasks are completed on time and within budget.	8	8					16	
Weekly Meetings: Conduct weekly status meetings to review progress, address any concerns, and update the project plan as needed.	12	24	20	20			76	
Defining Custom Development and Integrations Functionality: Work closely with the Authority during the initial phases to define the exact requirements for custom development and third-party integrations, ensuring that all functionality is clearly documented.		1	2				3	
Assessment and Project Plan: Conduct interviews with key stakeholders to gather requirements and understand the Authority's objectives for the website and develop a project plan.	1	16	12				29	
Information Architecture, Navigation, Content Strategy: Develop a comprehensive information architecture (streamlined navigation) and content strategy that aligns with the Authority's branding and user experience goals.	2	1	4				7	
Review and Audit of Existing Website Assets: Audit current assets to determine what can be reused, what needs to be updated, and what should be created. Determine what content can be archived and if content needs to be remediated for WCAG compliance.		1	4				5	
Redirect Mapping: Develop a redirect mapping plan to ensure all old URLs correctly point to the new structure and SEO rankings are preserved and import into hosting account.			3				3	
Coordination with Third-Party Vendors: Manage relationships and coordination with third-party vendors, ensuring timely delivery of integrations and other outsourced components.		1	2				3	

Tasks and Hours by Personnel

Task 2: Website Design and Layout

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Hours	2	10	18	155	10	30	225	\$43,300
Website Design System, Mockups and Revisions: Provide up to three initial passenger home page design mockups with two rounds of revisions and mobile view for the selected design of gatewayairport.com, one primary Authority/business home page mockup, one home page layout for choosegateway.com and gatewayfbo.com with mobile views, interior desktop page layouts for all three sites up to 50 pages, and a web style guide for design system, ensuring alignment with the Authority's brand.	2	2	2	155		26	187	
Design, Formatting, & Scaling of Additional Website Assets: Select and size photos, convert images to webP format, create icons, and format additional assets for the new site.						4	4	
Copy Audit					10		10	
Reorganization and Cleanup of Existing Content: Reorganize and clean up existing content, adjust content for consistent voice and tone, eliminate redundant content, organize content logically based on priority, ensure formatting of data is consistent, and align with the new site structure and design.							0	
Migrate Existing Content: Manually transfer existing content, such as meeting minutes, press releases, and statistics, to the new site, ensuring accuracy and consistency.			16				16	
Content Management: Track the status of content, coordinate with stakeholders, and validate all changes before launch.		8					8	

Tasks and Hours by Personnel

Task 3: Development and Integrations

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Hours	0	0	203	78	0	0	281	\$56,200
Flight Status Integration: Design and develop MGAA provided XML or JSON FIDS API			40	8			48	
Backend CMS Buildout: Create a backend CMS with WCAG controls and ease-of-use for client management			8				8	
Hosting Configuration and Environment Setup: Set up and configure the development and production environments in the approved hosting platform.			3				3	
Interactive Web Form Configuration and Setup: Build and configure interactive forms, sanitization, WCAG, digital signatures, and custom front/backend functionality.			6				6	
Airlines & Destinations Custom Post Type: Implement custom post types for managing airline and destination information.			3	6			9	
Parking Occupancy - Custom Development: Design and build MGAA provided XML or JSON parking occupancy integration			6	6			12	
Terminal/Concessions Directory – Custom Development: Build custom post type and filterable interface and migrate content for shopping, dining, and amenities.			6	12			18	
Interactive Terminal Map Design and Development: Design and develop custom WCAG compliant interactive terminal map with new branding, directory, and filtering.			16	10			26	
Interactive Route Map Design and Development: Develop custom interactive route map with new branding and airline filtering.			8	15			23	
TSA Wait Times Design and Development: Utilize TSA Wait Times API to design and develop estimated TSA wait times based on time of day and seasonality with optional manual overrides.			4	2			6	

(Continued)

Tasks and Hours by Personnel

Task 3: Development and Integrations (cont.)

(Continued)

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Hours	0	0	203	78	0	0	281	\$56,200
Media Center Buildout and Press Release/Blog Templates: Develop a media center and templates for press releases and blog posts. Integrate third-party newsletter signup forms throughout site.			6	8			14	
Build Out of Alerts Functionality: Develop a top banner alerts system to display important notifications on the website.			1	1			2	
Search Setup and Refinement: Implement and refine AI powered smart search functionality to enhance user experience and information retrieval.			4	2			6	
Mobile/Responsive Optimization: Ensure the website is fully responsive, with optimized layouts for mobile devices.			12	8			20	
Templating, Theming, and General Page Buildout: Build out general pages, templates, and theme as per the agreed design and content strategy.			80				80	

Tasks and Hours by Personnel

Task 4: Testing and Quality Assurance

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Hours	0	7	63.5	6	8	0	86.5	\$17,160
Internal Review Period: Conduct an internal review of the website, focusing on functionality, design consistency, and content accuracy.	2	2	6	4			14	
External Stakeholder Review Period: Allow the Authority's stakeholders to review the site and provide feedback and Aviatrix Communications makes revisions.		5	12	2			19	
Configuration of Privacy/GDPR Compliance Policies and Cookie Popup: Implement privacy policies and a cookie consent management system.			2				2	
Accessibility (WCAG 2.1 AA / Section 508) Testing: Ensure the website meets all WCAG 2.1 AA (Title II) and Section 508 accessibility standards using automated and manual testing.			24				24	
Implementation of Security Header Rules: Configure security headers to protect against common vulnerabilities.			4				4	
Security Testing: Conduct thorough security testing to identify and address potential vulnerabilities.			4				4	
Quality Assurance and Functional Testing: Test all website functionalities and integrations to ensure they work as intended. Use automated testing to verify broken links, misspellings, and content policies.			4				4	
Performance Testing: Test the website's performance, including load times and responsiveness under various conditions.			2				2	
Compatibility Testing: Test the website on various browsers and devices to ensure consistent performance.			2				2	
Write ALT Tags for All Graphic Assets: Ensure all images and graphics have appropriate ALT tags for accessibility.					8		8	
Captcha/Bot Protection Setup and Testing: Implement captcha and other bot protection measures.			1.5				1.5	
User Management, Roles, and Permissions: Set up and configure user roles and permissions per the Authority's requirements to ensure secure access to the CMS.			2				2	

Tasks and Hours by Personnel

Task 5: Training, Documentation, Deployment, Post-Production Project Support

	Project Principal	Project Director	Website Developer	Creative Director	Copywriter	Production Artist	TOTALS	
Hours	0	2	23.5	0	0	0	25.5	\$5,100
Develop Transition Plan: Create a comprehensive plan to transition from the old site to the new site, minimizing downtime."			1				1	
Backups of Existing Site, DNS Records and Configuration: Back up the current site and configure DNS records for the new site.			0.5				0.5	
Google Tag Manager/Analytics Migration/Existing Ad Tag: Migrate existing Google Analytics and ad tags to the new site.			2				2	
SEO Services: Implement basic SEO practices, including meta descriptions, keywords, and search engine submission.			8				8	
Site Launch: Provide services to launch website and ensure a smooth transition.			6				6	
Training – Video Documentation Library: Develop and provide a video documentation library for ongoing training.		2	2				4	
Training: Provide training for Authority staff on managing and updating the website.			4				4	
Post Launch Support: 1 month post launch support period (included)							0	
Total Hours	27	71	355	259	18	30	760	
Total Labor Cost	\$6,750	\$14,200	\$71,000	\$51,800	\$3,060	\$4,500	\$151,310	\$151,310

One-Time Project Costs

Website Redevelopment <i>(One-Time Project Costs Detailed in Work Plan)</i>	Budget
Task 1: Assessment, Project Planning & Management	\$29,550
Task 2: Website Design and Layout	\$43,300
Task 3: Development and Integrations	\$56,200
Task 4: Testing & Quality Assurance	\$17,160
Task 5: Training, Documentation, & Deployment	\$5,100
Total One-Time Project Costs	\$151,310

Hosting Options (Select 1)

Premium 1 Server – Azure <i>Disaster Recovery Infrastructure</i>	Budget
Premium 1 Server	\$7,200 / year
Azure Failover	\$2,160 / year
Global Edge Security	\$3,000 / year
AI Toolkit	\$3,000 / year
Page Speed Boost (3 licenses)	\$540 / year
Smart Plugin Manager (3 licenses)	\$300 / year
Site Uptime Monitoring (5 licenses)	\$180 / year
Total Solution Cost	\$16,380 / year

Enterprise 1 Server – AWS <i>High Availability Infrastructure</i>	Budget
Enterprise 1 Server	\$18,000 / year
Global Edge Security	\$3,000 / year
AI Toolkit	\$3,000 / year
Page Speed Boost (3 licenses)	\$540 / year
Smart Plugin Manager (3 licenses)	\$300 / year
Site Uptime Monitoring (5 licenses)	\$180 / year
Total Solution Cost	\$25,020 / year

Annual Support Contract

Licenses and Technical Support <i>(Recommended Annual Costs)</i>	Budget
Auto updating Privacy Policy Development and Cookie Consent Management system (3 licenses)	\$300 / year
Interactive Terminal Map (1 license)	Included
Interactive Route Map (1 license)	Included
RankMath SEO Pro plugin (1 license)	Included
Advanced Forms Plugin (3 licenses)	\$600 / year
TSA Wait Times API (1 license)	\$600 / year
Technical Support: Monthly security patches, theme updates, plugin updates, CMS updates, performance optimization, database maintenance, bug/issue troubleshooting, and quality assurance monitoring up to 5 hours per month.	\$12,000 / year
Total Year 1	\$13,500

Optional Website Enhancements

Optional Add-Ons <i>(Optional Website Enhancements)</i>	Budget
On-site travel: Trip 1: Up to 3 Aviatrix staff - Stakeholder Interviews, Project kickoff Trip 2: Kyle – Training and site launch	\$4,000
Accessibility Monitoring and Reporting Software (3 licenses)	\$4,000 / year
Weather Data API	\$50 / month
AI Powered Chat Bot – Azure based, hosted on Aviatrix Tenant (included API data usage costs up to \$1,500 per year)	\$3,000 / year
AI Powered Chat Bot – Azure based, setup fee only. Hosted on MGAA Microsoft tenant. MGAA will need a Microsoft copilot studio license with azure usage based (or per app) subscription	\$1,500 / one-time setup fee

The following outlines Aviatrix Communications hourly rates for any graphic design, website development, or marketing support as needed.

Staff	Hourly Rate
Project Principal	\$250
Project Director	\$200
Creative Director	\$200
Marketing Director	\$200
Website Developer	\$200
Copywriter	\$170
Website Developer & Support	\$170
Production Artist	\$150



Let's do great work together.

Aviatrix Communications, LLC

aviatrixcommunications.com

760.717.1888

FEE SCHEDULE

Fees do not include any applicable sales tax.

1. One-Time Project Costs:

- a. Website Redevelopment \$151,310.00

Payments shall be made according to the milestone schedule below. Each milestone is considered complete upon delivery of the defined deliverables and written approval by MGAA. Approval shall not be unreasonably withheld or delayed. Milestones and deliverables are as follows:

- 25% Project Kick-off (\$37,827.50)
Deliverables: Completion of Project Kick-off meeting
- 30% Discovery and Design Approval (\$45,393.00)
Deliverables: Site map, UX flows, design mockups
- 30% Development / Installation Complete (\$45,393.00)
Deliverables: Fully built site and integration completed
- 15% Final QA / Launch (\$22,696.50)
Deliverables: QA report, performance and browser testing, final revisions (as necessary)

- b. On-Site Travel (2 visits) \$ 4,000.00

Payment shall be made upon completion of the Project Kick-off meeting

2. Recurring Costs:

- a. Hosting, Premium 1 Server – Azure \$ 16,380.00

- b. AI-Powered Chat Bot – Azure-based, hosted on Aviatrix Tenant \$ 3,000.00

- c. Support and Maintenance \$ 13,500.00

- d. Recurring Costs are billed and paid on an annual basis. The obligation to Recurring Costs shall commence upon the Project's entry into the Testing and Quality Assurance Phase, as defined and outlined in the Consultant's proposal. Annual Recurring Costs shall thereafter be due in advance for each applicable annual term, unless otherwise agreed in writing by the parties.

- e. On each anniversary of the Effective Date, Consultant may request an increase to the costs for the AI-Powered Chat Bot and Support and Maintenance services of up to five percent (5%), subject to MGAA's prior written approval, which shall not be unreasonably withheld. Hosting fees may be adjusted annually, provided that any increase does not exceed the then-current market rate for comparable hosting services.

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 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

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.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

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 above 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 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 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.
 - 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.
 - 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 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. 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.
 - b. This Contract, or specific services, 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. 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.
 - d. Upon cancellation/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 Owner, its Engineer, Architect, or representative, under this contract, whether complete or partially complete.
 - e. If this Contract is canceled/terminated, then MGAA is liable only for services rendered and material received, certified, and approved by MGAA under the Contract before the cancellation/termination effective date. In the event any payments are made by MGAA to Consultant in advance of services performed, and this Contract is canceled/terminated, Consultant shall refund MGAA's payment on a pro-rata basis for the unused portion of the term. The refund shall be paid to MGAA within thirty (30) days of the cancellation/termination of the Contract. This refund shall only apply to payments made for

services or products that have not been rendered or delivered prior to the cancellation/termination date.

- f. Termination of Support and Maintenance services shall not, by itself, result in suspension or termination of Hosting Services.

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, in writing, of its acceptance or rejection within thirty (30) days of 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 2025-004-RFQ dated October 30, 2025, is hereby incorporated herein and made part of this Contract.

EXHIBIT F – CONSULTANT’S KEY PERSONNEL

See following pages

1. Identify key team members, their experience and qualifications, and the role each member will play on MGAA's project.



Katie Franco

Project Principal

Years of Experience: 18 years

Owner and principal of Aviatrix Communications, Katie Franco has nearly two decades of experience providing award-winning strategic outreach for clients in aviation, government, and the private sector. She has led clients through the rebranding process, spearheaded effective public relations campaigns, managed website development projects, and created strategic marketing plans to increase passenger numbers and audience engagement.

She has been a marketing and public relations consultant since 2014, helping airports with projects as diverse as website development, branding, and airport master plan communications. She became a consultant after more than six years with San Diego International Airport (SAN), where she performed public outreach for the airport's major initiatives, including the billion-dollar Green Build expansion program. Ms. Franco has extensive knowledge in public relations, community outreach, and digital marketing. Her campaigns have been recognized nationally in both the aviation and public relations fields, garnering ACI-NA Marketing and Communications Awards, Gold SABRE Awards, and Silver Anvil Awards. She was also in the inaugural class of Airport Business magazine's "Top 40 Under 40."

Ms. Franco holds a BA in English from the University of California at Santa Barbara. She is a Certified Member of American Association of Airport Executives (AAAE), a member of the Public Relations Society of America (PRSA), Airports Council International-North America (ACI-NA), and Women in Aviation International (WAI).



Kimberly McNeil

Project Director & Operations

Years of Experience: 25 years

As the lead point of contact for the airport client, Ms. Kimberly McNeil serves as the Project Director, orchestrating all moving parts with the precision of an air traffic controller. With 25 years of professional experience, including over two decades specializing in branding and marketing, Kimberly brings deep industry knowledge and a proven track record of delivering successful marketing initiatives.

Her portfolio spans major airports such as Charleston (CHS), Florence (FLO), San Diego (SAN), McKinney (TKI), Palm Springs (PSP), Montgomery (MGM), San Bernardino (SBD), Columbus (CMH), Long Beach (LGB) and the Airport Cooperative Research Program (ACRP). She has led efforts across the country, launching integrated campaigns that include strategic marketing plans, public outreach, websites, brand development, commercial photo and video shoots, and large-scale public events.

Kimberly is equally comfortable in the field conducting research as she is managing operations in addition to actively contributing to both quantitative and qualitative research initiatives for Aviatrix Communications clients. She holds a Bachelor of Arts in Organizational Communication from the University of Central Florida.



Kyle Elliott

Senior Website Developer

Years of Experience: 15 years

Kyle Elliott joined Aviatrix Communications in 2018 and has 15 years of airport website development, graphic design, and marketing experience. His background also includes providing air service development, digital advertising, stakeholder engagement campaigns, and branding, and he is a private pilot.

As the Vice President of Technology for Aviatrix Communications, Mr. Elliott builds responsive, user-friendly websites and digital assets for clients, providing unparalleled support from concept to completion. He continually studies best practices in cybersecurity, accessibility and privacy compliance, and user experience. Mr. Elliott is responsible for the care, updates, and maintenance of existing client websites. He produces custom analytics reports and training on accessibility compliance, and creates bespoke custom applications for clients, including cost calculators, parking occupancy counters, booking engines, flight information display systems, TSA wait time displays, AI driven chatbots, interactive route maps, and interactive terminal maps.

Before joining Aviatrix Communications, Mr. Elliott was the web developer for Sixel Consulting Group, creating websites for airports across the country. He has also spent considerable time working directly for large airports, providing airside and landside operations, construction management, air service development, and of course, marketing and website development, for New Orleans International Airport, Seattle-Tacoma International Airport, San Luis Obispo County Regional Airport, and Chicago Rockford International Airport. Mr. Elliott studied graphic design and aviation at Kishwaukee Community College. He then went on to Utah Valley University, where he received a Bachelor of Science degree in airport management and marketing.



Crystal Heavers

Creative Director

Years of Experience: 16 years

Crystal Heavers is a creative and quality-obsessed aviation professional with over 13 years of experience in marketing, brand management, design, and client relations. After graduating from the University of Colorado, Boulder in 2001 with a degree in Communications, Ms. Heavers began her aviation career in Arizona working for an air tour and charter operator. She was instrumental in handling many aspects of the

business including sales, marketing, and customer service. In 2004, she was hired as the Customer Service Manager for ACI Jet's fixed base operation (FBO) in San Luis Obispo. Shortly thereafter she was promoted to ACI Jet's Flight Operations department where she went on to earn her FAA Dispatchers license. In 2009, Ms. Heavers was appointed as Director of Marketing & Communications, where she was responsible for developing and executing the company's marketing, communications, and brand management initiatives. Passionate about shaping brands, and crafting thoughtful, engaging, best-in-class solutions, Ms. Heavers has a natural affinity for providing exceptional service, while building and maintaining strong relationships with clients. Specialties include brand design, marketing strategy, marketing communications, conceptual design, development, and production. She is expertly skilled in Photoshop, Illustrator, InDesign, and Figma.



Valerie Pinter

Website Developer

Years of Experience: 12 years

Valerie Pinter is a front end developer with over ten years of experience building accessible, high-performing WordPress websites. She specializes in custom theme development, performance optimization, and accessibility compliance, with a strong focus on clean, maintainable code and user experience. Ms. Pinter brings a thoughtful, detail-oriented approach to every project, ensuring that client sites are responsive, inclusive, and aligned with modern development standards. She enjoys collaborating with cross-functional teams to solve problems creatively and deliver scalable web solutions that support long-term success.



Doug Kress

Graphic Designer

Years of Experience: 40 years

Doug Kress has nearly 40 years of experience as a reporter, copy editor, typesetter, and graphic artist. He has worked on major brands including Yamaha Watercraft, Taylor Guitars, ASICS, and the San Diego International Airport. As a production artist, his work has ranged from science textbooks and journals to print, web, and online advertising.



Crystina Thompson

Copywriter & Content Migration Specialist

Years of Experience: 10 years

As a Senior Communications Specialist for Aviatrix Communications, Crystina Lugo-Beach has several years of experience managing public relations and marketing projects for various aviation clients. She has acted as a strategic partner to clients by researching, writing, organizing, and editing easy-to-understand content for new websites and newsletters, managing social media accounts on all major platforms to generate record-breaking engagement, and leading media trainings to teach teams how to effectively communicate with the media and public.

EXHIBIT G – HOSTING AND SUPPORT AND MAINTENANCE SERVICES

This Exhibit G describes the Hosting and Support and Maintenance services to be provided by Consultant under the Contract.

HOSTING SERVICES

1. Scope of Services. Consultant shall provide the following Hosting services:

- a. Consultant shall host the website in a secure, commercially reasonable hosting environment suitable for the website's intended use and anticipated traffic.
- b. Hosting shall include server management, operating system maintenance, monitoring, and routine updates.
- c. Consultant shall be responsible for maintaining the hosting infrastructure, including uptime, capacity, and performance.
- d. Consultant shall update SSL certificates and standard security configurations as needed.
- e. Any material changes to the hosting environment shall be communicated to MGAA in writing and with at least thirty (30) days' notice.

2. Uptime and Availability.

Consultant shall use commercially reasonable efforts to maintain website uptime of no less than 99.99%, excluding Scheduled Maintenance and events beyond Consultant's reasonable control.

- a. Downtime means the website is unavailable to end users, excluding scheduled maintenance.
- b. Scheduled Maintenance means the planned downtime, of which Consultant has notified MGAA at least 72 hours in advance. Scheduled Downtime shall only occur between the hours of 2:00 a.m. and 6:00 a.m. (Arizona time) on Saturdays or Sundays.
- c. Exclusions shall be limited to force majeure events, MGAA actions, or third-party failures beyond Consultant's reasonable control.

3. Service Credits.

If Consultant fails to meet the uptime commitment in any calendar month, MGAA shall be entitled to a service credit, calculated as a percentage of the monthly equivalent of the annual Support and Maintenance fee, as follows:

- a. 99.0%–99.9% uptime: 5% credit
- b. Below 99.0% uptime: 10% credit

4. Security.

- a. Consultant shall implement reasonable administrative, technical, and physical safeguards to protect the hosting environment and MGAA data against unauthorized access, loss, or disclosure.
- b. Consultant shall comply with applicable data protection and privacy laws in connection with the hosting and support services.
- c. Consultant shall promptly notify MGAA of any known or suspected security incident and cooperate fully in remediation and investigation efforts.
- d. Consultant shall not use MGAA data except as necessary to perform the services.
- e. Upon reasonable notice, MGAA may audit Consultant's compliance with hosting obligations or request relevant documentation, including security or compliance materials, as reasonably necessary.
- f. Consultant shall provide an annual SOC2 compliance report to MGAA.

5. Backups & Disaster Recovery.

- a. Website data shall be backed up no less than weekly.
- b. Backups shall be retained for a reasonable period.
- c. Consultant shall restore data following a failure or data loss event.
- d. Consultant shall maintain commercially reasonable disaster recovery procedures consistent with industry standards.

6. Data Ownership.

See Section XXI of the Contract.

7. Third-Party Services.

Hosting services may rely on third-party infrastructure or service providers.

- a. Consultant remains responsible for coordinating third-party services used to deliver hosting.
- b. Consultant shall not substitute core hosting providers without prior written approval of MGAA.

8. Termination, Transition of Hosting Services.

- a. Termination and Transition. Upon expiration or termination of this Agreement for any reason, Consultant shall continue to host and maintain the website for a transition period of sixty (60) days (the “Transition Period”), unless earlier termination is required due to material security risk or unlawful activity.
- b. Transition and Migration Assistance. During the Transition Period, Consultant shall provide full cooperation and reasonable migration and transition assistance to MGAA at no additional cost. Such assistance shall include, without limitation: (i) providing MGAA and/or its designee with timely access to all website files, databases, content, configurations, credentials, and documentation; (ii) facilitating the transfer of hosting services to MGAA or a successor provider; and (iii) responding promptly to reasonable transition-related requests.
- c. Non-Withholding; Continuity of Service. Consultant shall not withhold, suspend, disable, encrypt, restrict access to, or otherwise impair the website, hosting environment, or MGAA data during the Transition Period, including as a result of any fee dispute or other disagreement between the parties, provided MGAA is not in material breach of its undisputed payment obligations.
- d. Refund of Prepaid Fees Upon Consultant Breach. If MGAA terminates this Agreement due to Consultant’s material breach, Consultant shall refund to MGAA any prepaid but unused Hosting, Support and Maintenance, and AI-powered Chat Bot fees on a prorated basis as of the effective date of termination. Such refund shall be issued within thirty (30) days of termination.
- e. Data Return and Deletion. Upon MGAA’s written confirmation that the website and data have been successfully migrated, Consultant shall promptly return all MGAA data in a commercially usable format and shall securely delete any remaining copies in Consultant’s possession, except as required by applicable law.
- f. Survival. Consultant’s obligations under this section shall survive expiration or termination of the Agreement until fully satisfied.

SUPPORT AND MAINTENANCE SERVICES

1. Scope of Support Services. Consultant shall provide the following Support and Maintenance services:

- a. Website hosting and server management
- b. Monitoring of website availability and performance
- c. Application of security patches and updates to the hosting environment
- d. CMS, framework, and plugin updates, as applicable
- e. Bug fixes for defects in the delivered website code
- f. Regular data backups and restoration support
- g. Performance Monitoring and uptime management
- h. Technical support related to the hosted website

2. Support Request Severity Levels & Response Times.

Support requests shall be categorized and responded to as follows:

Service Level Agreement (SLA)

All support requests are managed through our online ticketing system with the following guaranteed response and resolution times:



Priority Level	Description	Response Time	Resolution Target
Critical	Website outage or major system failure	Within 1 hour	Resolution within 4 hours or continuous updates until resolved
High	Functional Issue affecting key integrations or user experience	Within 4 hours	Resolution within 1 business day
Medium	Minor Issue or content display error	Within 1 business day	Resolution within 2 business days
Low	Routine content request, enhancement, or update	Within 2 business days	Resolution within 3 business days

Support tickets are tracked, prioritized, and visible to MGAA throughout the process. Emergency support is available 24/7 via our on-call technical lead.

3. Service Credits.

- a. If Consultant fails to meet the applicable SLAs, MGAA shall be entitled to a service credit against the annual support fee as follows:
 - i. Critical Issues: 5% of the pro-rated annual fee per incident
 - ii. High Issues: 3% of the pro-rated annual fee per incident
 - iii. Medium Issues: 1% of the pro-rated annual fee per incident
 - iv. Low Issues: 0.5% of the pro-rated annual fee per incident
- b. Service credits shall be applied as a deduction from the next annual invoice or refunded if no subsequent payment is due.
- c. Service credits shall not apply if failure to meet SLAs is caused by:
 - i. Events outside Consultant's reasonable control, including force majeure;
 - ii. Delays caused by MGAA or its agents; or
 - iii. Scheduled Maintenance notified in advance.

FEES AND PAYMENT

All fees for Hosting and Support and Maintenance services shall be paid annually as detailed in **EXHIBIT A**, "Scope of Services and Fee Schedule".

Consultant shall not suspend, disable, or terminate the website or hosting services due to disputed amounts while the parties are working in good faith to resolve the dispute, except as required by law or to address an imminent security threat, and only after providing notice to MGAA.



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

Management Information Report

To: Board of Directors
From: Chuck Odom, Chief Financial Officer
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: November 2025 Financials
Date: January 20, 2026

Attached is the monthly Financials Report for November 2025.

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

	Month of November 2025				Y-T-D as of November 2025			
	November FY25 Actual	November FY26 Actual	YOY Variance	B/(W)	YTD FY25 Actual	YTD FY26 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	28,670	54,161	25,490	89%	171,737	279,059	107,322	62%
Fuel Flowage Fees	47,060	71,738	24,679	52%	245,007	332,392	87,385	36%
Landing Fees	137,533	180,439	42,906	31%	647,679	798,938	151,259	23%
Lease Income Aero	368,464	486,690	118,226	32%	1,822,396	2,070,018	247,622	14%
Fuel Sales	747,749	1,373,247	625,497	84%	3,574,764	5,906,392	2,331,628	65%
Services Sold - Aero	426,221	489,732	63,511	15%	2,166,922	2,234,686	67,764	3%
Sub-total Aero Operating Revenues	1,755,697	2,656,007	900,310	51%	8,628,505	11,621,485	2,992,980	35%
Non-Aeronautical Operating Revenues								
Concessions	115,485	121,084	5,599	5%	559,909	568,810	8,901	2%
Lease Income Non-Aero	110,180	135,525	25,345	23%	573,675	654,003	80,327	14%
Parking	364,658	452,202	87,544	24%	2,363,055	2,511,627	148,572	6%
Rental Car Fees	245,622	327,642	82,021	33%	972,489	986,459	13,969	1%
Svcs Sold - Non Aero	1,490	1,425	(65)	-4%	32,129	66,134	34,005	106%
Sub-total Non-Aero Operating Revenues	837,435	1,037,878	200,443	24%	4,501,257	4,787,033	285,774	6%
Total Operating Revenues	2,593,132	3,693,885	1,100,753	42%	13,129,762	16,408,518	3,278,753	25%
Operating Expenses								
Cost of Goods Sold	479,911	1,092,896	(612,985)	-128%	2,281,416	4,441,128	(2,159,712)	-95%
Personnel	943,236	999,987	(56,751)	-6%	4,479,762	4,655,546	(175,784)	-4%
Comm & Utilities	78,393	84,992	(6,599)	-8%	577,104	600,143	(23,039)	-4%
Contractual Services	635,825	675,292	(39,467)	-6%	3,064,544	3,291,530	(226,986)	-7%
Insurance	57,395	68,155	(10,760)	-19%	289,149	272,455	16,694	6%
Other	21,605	22,474	(869)	-4%	120,193	130,648	(10,455)	-9%
Repair & Maintenance	35,835	63,540	(27,705)	-77%	283,346	276,534	6,812	2%
Supplies & Materials	67,834	68,328	(494)	-1%	337,172	367,140	(29,968)	-9%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,320,034	3,075,664	(755,630)	-33%	11,432,686	14,035,124	(2,602,438)	-23%
Operating Income (Loss) Before Depreciation	273,098	618,221	345,123	126%	1,697,076	2,373,394	676,318	40%
	10.5%	16.7%			12.9%	14.5%		
Depreciation		1,435,871				7,177,961		



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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: January 20, 2026

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	2026-004-RFQ	Website Redesign Services	January 2026
Invitation for Bid	2026-003-IFB	Baggage Tractor	February 2026
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Realignment/Reconstruction	February 2026

Future Solicitations

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Request for Proposals	2026-006-RFP	Insurance Broker Services (Health & Welfare)	January 2026	May 2026

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$34,557.

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



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Management Information Report

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
Re: Server Equipment, Dell Marketing, LP - Increased Costs
Date: January 20, 2026

On December 16, 2025, the Board approved Resolution 25-54 authorizing the purchase of server equipment from Dell Marketing, LLP (Dell) in an amount not to exceed \$103,185.77. Four of the servers were originally specified with an Intel 4510 processor; however, this processor was discontinued prior to issuance of the purchase order to Dell.

Dell proposed the closest available replacement processor, which resulted in a total cost increase of \$422.36. Airport staff reviewed and approved the substitution and authorized Dell to proceed with the order to secure availability and pricing for the replacement product.

This project is funded through the FY26 Capital Budget under CIP 1308.



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Management Information Report

To: Board of Directors
From: Margi EvanSon, Director of Operations, Security, and Maintenance
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Kubota Tractor, Bingham Equipment Company - Increased Costs
Date: January 20, 2026

On December 16, 2025, the Board approved Resolution 25-53 authorizing the purchase of a Kubota agricultural tractor from Bingham Equipment Company (Bingham) in an amount not to exceed \$74,861.41.

This report is provided to inform the Board that the final purchase amount exceeded the authorized limit by \$2,982.90. The increase resulted from a vendor price adjustment that took effect following the expiration of the original quotation period. Due to the timing of the quotation expiration and the intervening holiday schedule, the purchase was finalized under the revised pricing.

This project is funded through the FY26 Capital Budget under CIP 1024.