



**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, April 21, 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** (Mayor Mark Freeman, Vice Chair)
Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.
2. **Pledge of Allegiance**
3. **Fiscal Year 2027 Budget Presentation** – Chuck Odom, Chief Financial Officer
4. **Executive Director's Report** - J. Brian O'Neill, A.A.E., Executive Director/CEO
5. **Consent Agenda**
 - a) **Minutes** of the Board Meeting held on **March 17, 2026.**
 - b) **Resolution No. 26-13** – Authorizing the filing of **grant applications** including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2026 and June 30, 2027 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.
 - c) **Resolution No. 26-14** – Authorizing the purchase of one baggage tractor from **Harlan Global Manufacturing LLC**, in an amount not to exceed \$74,824.02.
 - d) **Resolution No. 26-15** – Authorizing the purchase of landside asphalt repair services with **Sunland Asphalt of Arizona, Inc.** for an amount not to exceed \$120,000.
 - e) **Resolution No. 26-16** – Authorizing a contract with **Veoci, Inc.** for the purchase, installation, and support and maintenance services, for a Safety Management System in an amount not to exceed \$40,458.33, for the first year of the contract. Subsequent contract years shall be limited to software licensing and ongoing support and maintenance services only, with price adjustments not to exceed six (6) percent annually, provided the adjustments are submitted in writing with sixty (60) days' advance notice. The estimated cost for contract year two for licensing and ongoing support and maintenance services is \$15,916.96. The contract shall have an initial term of three (3) years and shall

automatically renew for successive one (1)-year terms unless Mesa Gateway Airport Authority provides at least sixty (60) days' prior written notice of non-renewal.

- f) **Resolution No. 26-17** – Approving an Authorization of Services for **Kimley-Horn & Associates** to provide Engineering Services to perform a Fire Suppression System Review, in an amount not to exceed \$173,536.68 in non-grant funding.
- g) **Resolution No. 26-18** – Authorizing the procurement of wireless network equipment, software, and installation and testing services from **Advanced Network Management, Inc.** in an amount not to exceed \$69,551.
- h) **Resolution No. 26-19** – Authorizing an **Amendment of the FY26 Capital Budget** to provide an additional \$952,000 in funding for the Taxiway Golf Realignment / Reconstruction Phase 1 Project under CIP 1092, subject to receipt of Federal Aviation Administration and Arizona Department of Transportation Grants. The new project total will be \$16,241,000 which includes Design, Early Procurement GMP1, Preconstruction Phase Services, Construction Administration Services, and GMP2.
- i) **Resolution No. 26-20** – Authorizing the Executive Director/CEO and/or a delegate to negotiate, and for the Executive Director/CEO to execute a Construction Manager at Risk Construction Services Contract Guaranteed Maximum Price 2 with **Pulice Construction, Inc.**, for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$13,909,000 pending Federal Aviation Administration and Arizona Department of Transportation grant funding under CIP 1092.

6. Board Member Comments/Announcements

7. 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.

8. Next Meeting: Tuesday, May 19, 2026 at 9:00 a.m.

9. Adjournment

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



- First Steel Erected for New \$44MM TSA Checked Baggage Inspection Facility
- SkyBridge Arizona's Wyndham Hotel Groundbreaking Set for April 13, 2026
- MGAA Imposes Landing Fee on Itinerant Aircraft Weighing < 12,500 Lbs. MGLW
- XNRGY Climate System Wins Best Industrial Project 250,000 – 750,000 Sq. Ft.
- MGAA Attended Two Air Service Development Conferences During March 2026
- Gateway Airport Facebook Followers Surveyed to Identify Top 10 Markets Wish List

Executive Director's Report April 2026



Financial Snapshot

OPERATING INCOME	February		Month Variance	FYTD Comparison		FYTD Variance
	2025	2026		FY25	FY26	
Revenues	\$3,022,163	\$3,845,624	\$823,461	\$22,114,550	\$28,382,430	\$6,267,880
Less Expenses	\$2,479,844	\$3,290,476	\$810,632	\$19,056,048	\$24,334,582	\$5,278,534
Operating Income (Before Depreciation)	\$542,319	\$555,148	\$12,829	\$3,058,502	\$4,047,848	\$989,346

Investment Fund Balances: As of February, the Local Governmental Investment Pool (LGIP) 700 = \$3,870,899; Wells Fargo; Collateralized Money Market = \$2,356,539 and Commercial/Paper Brokered CD's = \$69,126,604; Total \$75,354,042. MGAA invests in fixed rate instruments.

Finance and Accounting

For the fourth consecutive month, Mesa Gateway Airport Authority (MGAA) is reporting a new monthly net operating income record. After a strong financial performance in January to start the year, MGAA is reporting a net operating income of \$555,148 for February 2026.

February aeronautical revenues increased by 33% and non-aeronautical revenues increased by 13% on a year-over-year monthly comparison. The aeronautical increase was generated across most related revenue categories, however aviation fuel sales and aircraft landing fees increased by 60% and 16% respectively. Fuel sales increased due to higher volumes and a fuel classification change for one of Mesa Gateway Airport's (Airport, Gateway Airport) customers. Landing fees increased due to increased aircraft activity. Non-aeronautical revenues were driven by a 9% increase in vehicle parking and a 21% increase in ground transportation fees.

Operating expenditures for February increased by 33% and totaled \$3,290,476. The increase was due to an increase in fuel related costs, employee payroll, and contract services.

Fiscal-year-to-date operating expenditures are \$3,858,072 over budget, primarily due to an increase in fuel related costs, employee payroll, and contract services.

MGAA Staff will present the FY27 Operating and Capital Budget to the MGAA Board of Directors at their April 21, 2026 meeting.

Active/Pending Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Invitation for Bid	2026-007-IFB	Baggage Tractor	April 2026
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Reconstruction	April 2026

Airport Operations

MGAA Imposes Landing Fee on Itinerant Aircraft Weighing < 12,500 Lbs. MGLW

The Federal Aviation Administration (FAA) requires airports receiving federal grants to be as financially self-sustainable as possible, generating revenue through landing fees, facility and land leases, terminal rental fees, fuel flowage and storage fees, and airport concessions to cover operational costs rather than relying on local tax subsidies. Airports failing to maintain self-sustainability can be subject to FAA enforcement actions and potential loss of future federal funding.

MGAA is a joint-powers authority – Cities of Mesa and Apache Junction, Towns of Gilbert and Queen Creek, and the Gila River Indian Community - that owns and operates Gateway Airport. In 2025, the Airport reported over 305,000 total aircraft operations during the twelve-month period. More than 94.5% of those aircraft operations were classified as general aviation, with a vast majority of them paying no landing fee to use the Airport. MGAA currently uses a significant amount of non-airfield revenue to subsidize an approximately \$2MM annual operating deficit in the Airport’s Airfield Cost Center.

Historically, MGAA has only collected a landing fee for aircraft using Gateway Airport that weigh more than 12,500 pounds (lbs) Maximum Gross Landing Weight (MGLW). For the past several years, however, MGAA has contemplated expanding Gateway Airport’s landing fee schedule to include aircraft weighing under 12,500 lbs MGLW to help address its Airfield Cost Center operating deficit. MGAA decided not to implement the new landing fee change because of the negative impact it would have on other airports serving the region.

A greater Phoenix municipality recently voted to implement a landing fee for both based and itinerant aircraft weighing less than 6,000 lbs MGLW. This action represents a major environmental shift for general aviation across greater Phoenix that will most certainly significantly impact other regional airports. MGAA, for example, has now reconsidered imposing a landing fee on aircraft weighing less than 12,500 lbs MGLW as a viable revenue opportunity to help address Gateway Airport’s Airfield Cost Center operating deficit.

MGAA acknowledges that based aircraft weighing less than 12,500 lbs MGLW calling Gateway Airport home already financially support the Airport through land and facility leases, hangar and ramp tie-down rental fees, fuel flowage fees, fuel purchases, and other related fees. **Therefore, beginning on May 1, 2026, MGAA will implement a new landing fee of \$24.35/landing for itinerant aircraft weighing less than 12,500 lbs MGLW that use Gateway Airport.**

PASSENGERS AND AIR CARGO		February		% Change	FYTD		% Change
		2025	2026		FY25	FY26	
Passengers	TOTAL	173,093	174,028	1%	1,240,090	1,267,241	2%
	Deplaned	88,768	88,974	0%	635,051	649,391	2%
	Enplaned	84,325	85,054	1%	605,039	617,850	2%
Allegiant		167,596	167,965	0%	1,212,351	1,238,267	2%
Sun Country		5,497	6,063	10%	27,739	28,974	4%
Air Cargo (lbs.)		831,414	58,001	-93%	1,482,271	6,523,222	340%

Gateway Airport Facebook Follower Surveyed to Identify Top 10 Markets Wish List

Top 10 Most Requested Nonstop Destinations
San Diego, CA
Orlando, FL
Chicago, IL
Denver, CO
Seattle/Everett, WA
Dallas - Fort Worth, TX
Las Vegas, NV (year-round)
Nashville, TN
Tampa Bay, FL
Burbank, CA

MGAA's Communications and Government Relations Team wanted to find out what new destinations Facebook followers would like to see offered at Gateway Airport. The survey received a robust 1,800 unique responses in just a few short days. San Diego came in at the number one spot, with Orlando, Chicago, Denver, and Seattle rounding out the top five most frequently requested nonstop destinations.

At least twice each year, MGAA schedules meetings with existing and prospective airlines to highlight Gateway Airport's growing market and discuss air service opportunities worthy of consideration. Survey data helps identify and reinforce destinations that should be on an airline's radar.

MGAA Attended Two Air Service Development Conferences During March 2026

The Phoenix East Valley continues to grow as an inward migration of both residents and companies is rapidly transforming the region. Collectively, the seven cities and towns that make up the Phoenix East Valley now represent more than 1.7 million residents and an impressive list of Fortune 100 companies. The region represents a market that can support a higher level of domestic and international air service.

As part of its strategic air service development program, MGAA participates in a couple of select national air service conferences each year. Think of it as speed dating between airports and airlines. Most conferences include the opportunity to schedule time – 20 minutes – with existing and prospective airlines to tell your airport's story. The ultimate goal... create enough interest in your airport during that brief introductory meeting to get invited to headquarters to present to the airline's Route Network Planning Team.



Airports and Airlines Meet to Discuss New Air Service

MGAA met with seven existing and prospective airlines during March and hopes to coordinate at least two headquarters visits later this year. Please keep in mind, visiting an airline's headquarters does not necessarily mean new air service is imminent, but it's an important step in the process and a move in the right direction.

Fingers crossed!



Engineering, Planning, and Facilities

First Steel Erected for New \$44MM TSA Checked Baggage Inspection Facility



New TSA EDS Facility Under Construction

The TSA and Gateway Airport are partnering on the development of a new \$44MM Checked Baggage Inspection Facility. The new 10,000 sq. ft. Explosive Detection System (EDS) facility will include two state-of-the-art EDS machines capable of processing more than 1,500 checked bags per hour. The new system will also have the capability to expand to include a third EDS machine in the future.

Ground preparation, utility installation, footings and concrete block walls are in place and the steel is starting to go up. The TSA and Gateway Airport anticipate the

new facility coming online in the fall of 2027.

MGAA would like to thank the TSA for their partnership and financial contribution on this important security infrastructure project.

Business Development

XNRGY Climate Systems Wins Best Industrial Project 250,000 – 750,000 Sq. Ft.

MGAA is always proud to celebrate the major achievements and accomplishments of our tenants and Airport partners!

Each year, *AZRE Magazine* honors the top Arizona projects, developers, and architects during its **RED (Real Estate Development Awards)** dinner. This annual event is widely recognized as the Academy Awards of Arizona's commercial real estate sector. Congratulations to **XNRGY Climate Systems, The Boyer Company, Wespac Construction, and Gensler** for taking home the award for this year's best Industrial Project (250,000 Sq. Ft. – 750,000 Sq. Ft.).



XNRGY's New U.S. Headquarters

XNRGY's 275,000 Sq. Ft. U.S. headquarters and production facility was completed in under 12 months and now employs hundreds of local residents that manufacture the world's most innovative, eco-friendly HVAC systems for a wide range of advanced industries. XNRGY is the first tenant in the Gateway East master development, a 272-acre Airport Business Park located on the east side of Gateway Airport.

The Boyer Company’s Gateway East development was also recently designated as a Gold REDI Site from the **Site Selectors Guild**, recognizing its “project-ready” status and setting it apart as one of the best development sites in the United States.

SkyBridge Arizona’s Wyndham Hotel Groundbreaking Set for April 13, 2026

The SkyBridge Arizona master development is a 360-acre aeronautical and non-aeronautical development opportunity located at the south end of Gateway Airport’s expansive airfield. To date, SkyBridge has constructed more than 635,000 Sq. Ft. of industrial buildings and aircraft hangars, as well as investing approximately \$40MM in infrastructure.



Rendering of New SkyBridge Wyndham Hotel

On April 13, 2026, Airport dignitaries, regional elected officials, and community leaders will gather for a groundbreaking ceremony celebrating SkyBridge Arizona’s next exciting project – a dual-brand Wyndham Hotel located on So. Sossaman Road. The hotel will have more than 125 extended stay and traditional hotel rooms and other first-class amenities. SkyBridge plans to be under construction by summer 2026.

Gateway Aviation Services



GAS Team Member Fueling an Aircraft

Gateway Aviation Services (GAS), the MGAA owned and operated Fixed Base Operator (FBO), pumped 1,788,631 gallons of aviation fuel during the month of February 2026, a 1% increase compared to last February when the Gateway Aviation Services team pumped 1,771,882 total gallons. FYTD26, Gateway Aviation Services has pumped a total of 13,459,233 gallons, a 9% increase over the same period last fiscal year.

FUEL (Gallons)	February			FYTD		
	2025	2026	% Change	FY25	FY26	% Change
AvGas	55,365	62,662	13%	404,150	415,068	3%
Retail Jet A	142,168	354,987	150%	755,511	2,306,134	205%
Contract	266,673	187,487	-30%	1,881,567	1,580,989	-16%
Commercial	1,278,681	1,150,956	-10%	9,190,805	8,754,297	-5%
Cargo	28,995	32,539	12%	160,154	402,745	151%
TOTAL	1,771,882	1,788,631	1%	12,392,187	13,459,233	9%

Community Noise Report

CALLERS	February		FYTD	
	2025	2026	FY25	FY26
Total	16	18	79	91

AIRCRAFT TYPE	February		FYTD	
	2025	2026	FY25	FY26
	Callers	Callers	Callers	Callers
Commercial	11	12	38	58
GA Total	4	2	32	22
Helicopter	0	0	6	3
Military	1	4	3	8
Total	16	18	79	91

LOCATION	February		FYTD	
	2025	2026	FY25	FY26
Mesa	10	8	29	33
Gilbert	6	6	35	27
Gold Canyon	0	1	0	5
Queen Creek	0	1	5	22
Queen Valley	0	0	4	0
Apache Junction	0	0	2	0
San Tan Valley	0	2	3	4
Florence	0	0	1	0
TOTAL	16	18	79	91

MGAA received communications from a total of 18 individuals regarding aircraft noise issues during the month of February 2026, a slight increase over the 16 individuals that contacted MGAA last February.

MGAA TEAM MEMBER SPOTLIGHT

Employee Name: Rebekah Myers
Employee Title: Customer Service Representative
MGAA Department: Gateway Aviation Services
Years with MGAA: 1+



What are your job responsibilities for MGAA? I am one of the faces of exceptional customer service for Gateway Aviation Services along with my fellow CSRs. I am responsible for providing logistical support to crews, passengers, and the general public which could include answering questions, setting up rental cars or hotels, catering and aircraft servicing. I am responsible for keeping an eye out for potential service failures and trying to minimize the impact on our customers.

What is your most memorable Gateway Airport moment? It is hard to choose just one. My time at Gateway Airport has been filled with a wide variety of aircraft whether it be private aircraft, military aircraft or cargo aircraft, but as a former military service member, having the Blue Angels come to Gateway Airport filled me with pride for my country and my airport.

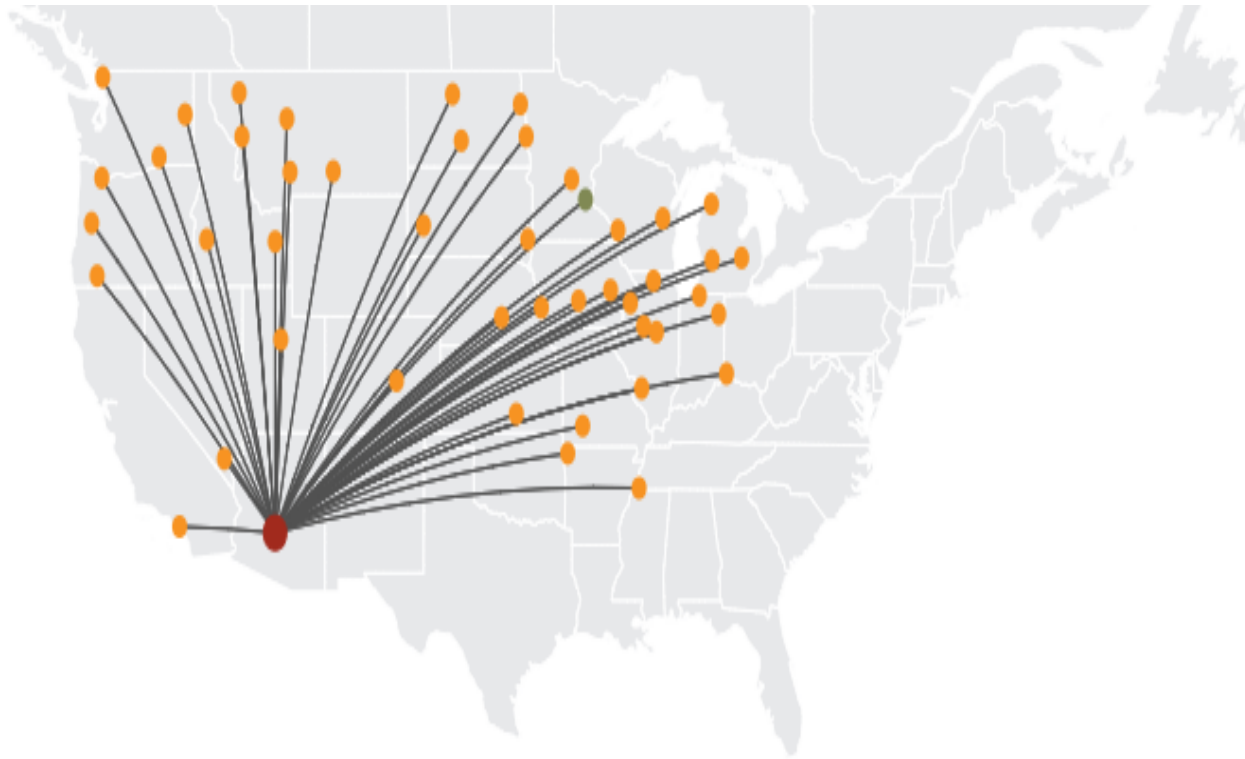
What is something people may not know about you? Something people may not know about me is that I have a passion for animals and enjoy volunteering for Maricopa County Animal Shelter's "Tails around Town" program. I have also volunteered at Feed the Children food bank.

Fiscal Year 2027 Budget



Our Mission:

We strive to be the airport that air travelers choose, airlines prefer, and a growing number of businesses call home. We will provide exceptional customer service while operating Mesa Gateway Airport in a safe, secure, efficient, and fiscally responsible manner.



Airlines

-  Allegiant
-  Sun Country Airlines

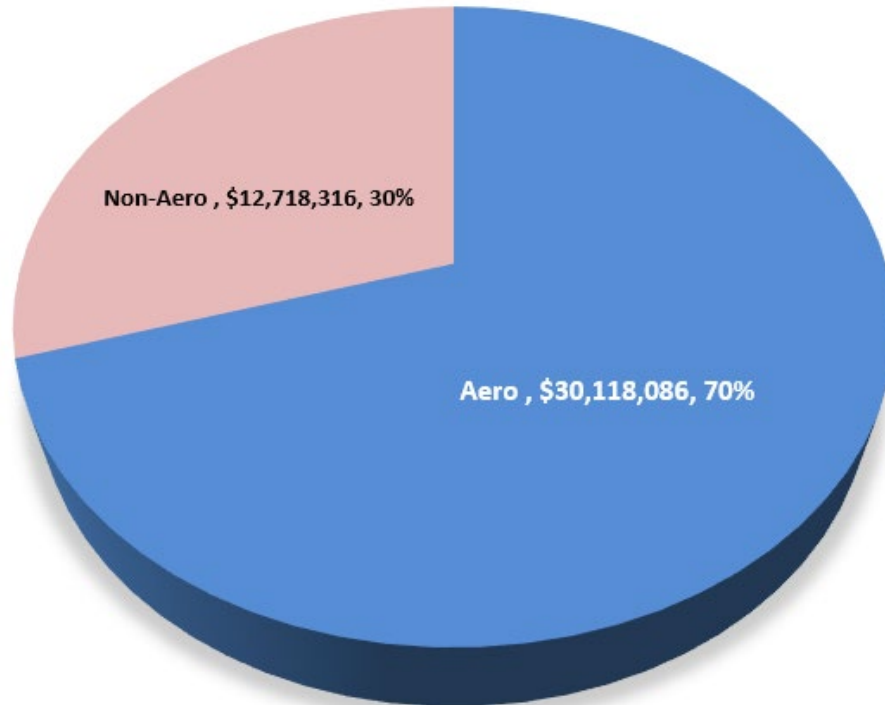
Budget Key Assumptions

1. Member contributions for FY27 will continue to partially fund capital improvements and promote the Airport.
2. Enplaning passenger activity is expected to increase in FY27's budget by 21,850 or 2.4% from FY26's budget.
3. Aero revenue is planned to increase \$8,176,618 or 37%.
4. Non-Aero revenue is budgeted to be up \$1,233,780 or 11%.
5. Air-Service Incentive Program carries over from previous fiscal year.
6. Operating Contingency is 10% of total expenses from unrestricted cash reserve.

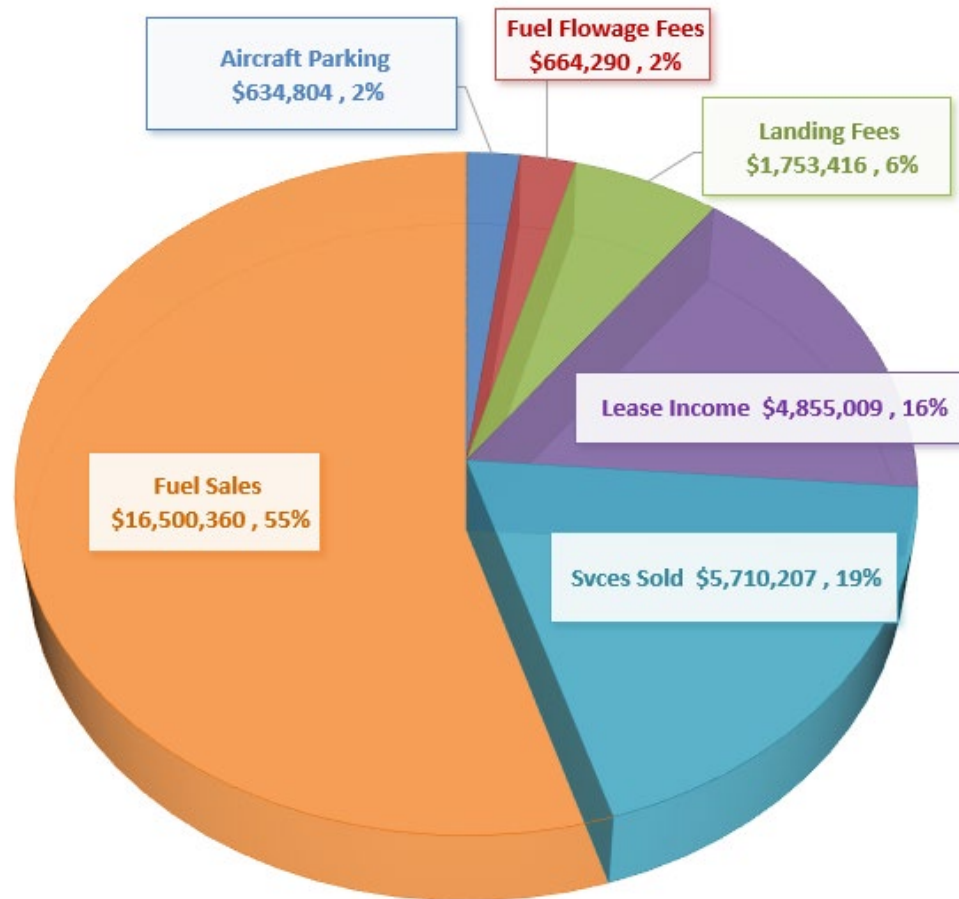
FY27 Operating Budget Revenue



Operating Revenues:	FY26 Budget	FY27 Budget	Difference	%
Aeronautical Revenue	\$ 21,941,468	\$ 30,118,086	\$ 8,176,618	37%
Non-Aeronautical Revenue	11,484,536	12,718,316	1,233,780	11%
Total Operating Revenue	\$ 33,426,004	\$ 42,836,402	\$ 9,410,398	28%



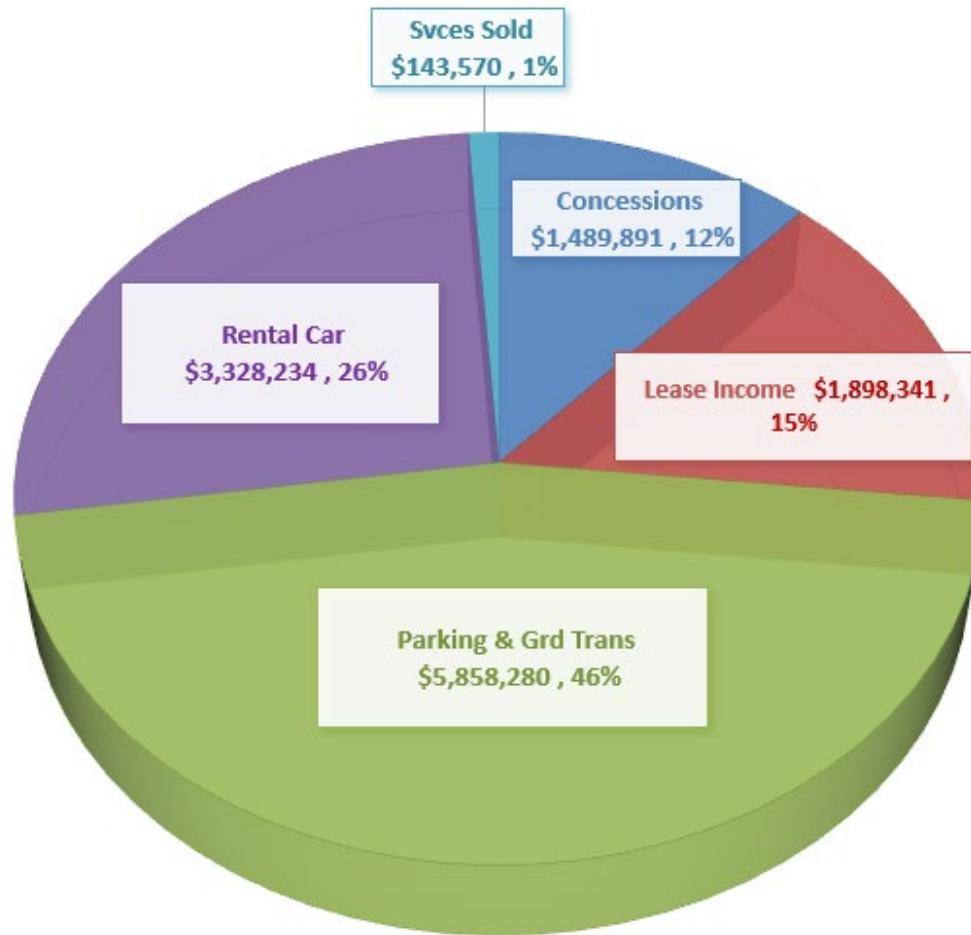
FY27 AERO-Operating Revenue Budget \$30.1M



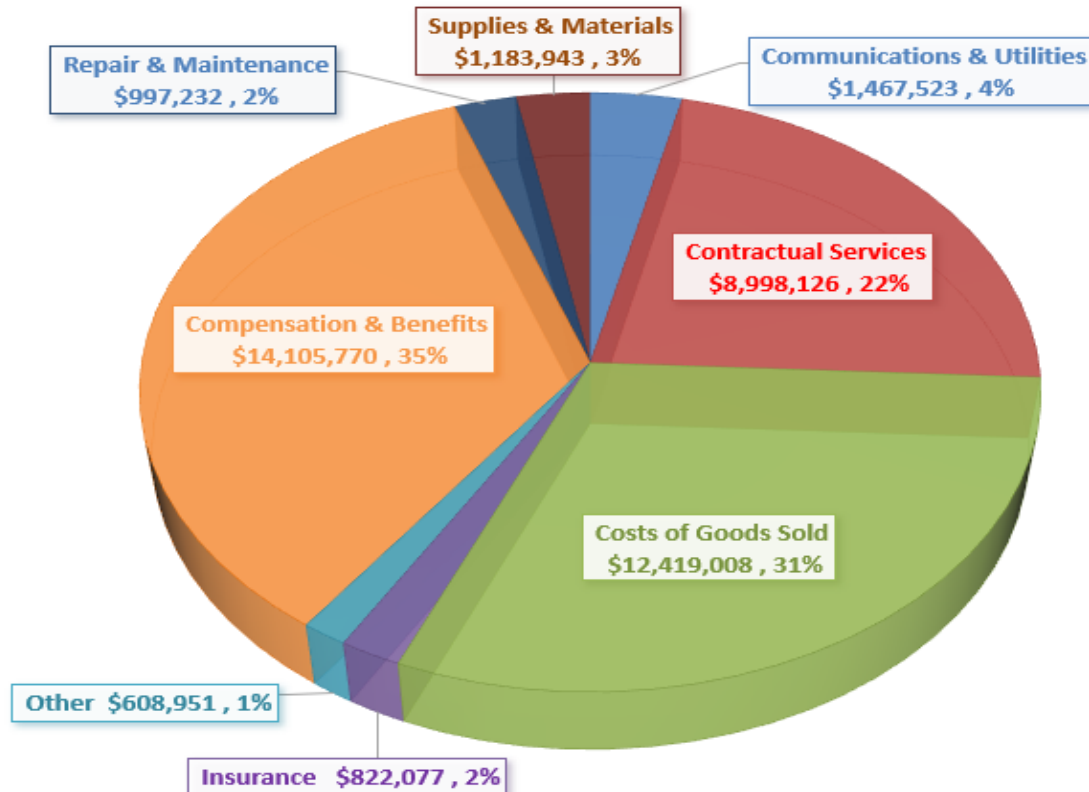
FY27 NON-AERO Operating Revenue Graph



FY27 Non-Aero Revenue Budget \$12.7M



FY27 Expense Budget \$40.6M



FY27 Budget Full Time Equivalents by Department



MGAA Full Time Equivalents

Department	FY26	FY27	Difference	
Accounting	9	9	0	
Business Development	4	4	0	
Comm Gov Relations	4	4	0	
Exec Office	2	2	0	
Engineering	16	16	0	
Fixed Based Operator	33	35	2	Line Service Specialist
Human Resources	3	3	0	
Information Technology	4	4	0	
Operations	44	44	0	
	119	121	2	

FY27 Operating Budget

Total Operating Revenue	\$42,836,402
Total Operating Expenses	(40,602,630)
Operating Income	<hr/> \$2,233,772
Cash from Unrestricted Reserve	\$6,060,263
Potential Air Incentive	(2,000,000)
10% Contingency	(4,060,263)
	<hr/> 0
Total Budgeted Operating Expense Capacity	\$(46,662,893)

FY27 Capital Budget

FY27 Capital Budget	\$30,773,012
Carry Over from FY26	69,975,000
FY27 Capital Maintenance Reserve	1,000,000
	<hr/>
	\$101,748,012

FY27 Debt Service Budget

FY27 Lease Aero Revenue (City of Mesa/Able)	\$ 1,286,750
Principle Payment	(665,000)
Interest Payment	(621,750)
FY27 Debt Service Payment	<hr/> (\$1,286,750)
Remaining Balance of Series 2012 Special Facility Revenue Bond	\$12,435,000

FY27 Operating, Capital, and Debt Service Budget Combined Summary

Total Operating Expense	\$ 40,602,630
Potential Air Incentive	2,000,000
10% Contingency	4,060,263
FY27 Capital Budget	30,773,012
FY26 Carry Over Capital Projects	69,975,000
Capital Maintenance Reserve	1,000,000
Debt Service Payment	1,286,750
Total Budget Operating and Capital	<hr/> \$149,697,655

FY27 Capital Improvement Program Funding Sources

FAA	\$21,399,100
MGAA Cash Reserves	4,238,462
Member Contributions*	2,760,000
PFC	1,325,000
ADOT	1,050,450
	<hr/>
Total Capital Funding Sources	\$30,773,012

*\$100,000 will be used for Promoting Airlines

FY26 Capital Carry Over Funding Sources

FAA/TSA	\$53,738,500
MGAA Cash Reserves	15,230,750
ADOT	1,005,750
Total FY26 Carry Over	<hr/> \$69,975,000

FY27 5-Year Capital Project Plan



	FY27	FY28	FY29	FY30	FY31
Airfield	\$46,275,000	\$ 2,394,300	\$16,243,000	\$29,798,030	\$29,076,434
Terminal	35,000,000	300,000	200,000		
Roadways & Parking	1,203,412	7,500,000			
Equipment	855,000	454,000	760,000	780,000	135,000
Vehicles	1,095,000	525,000	1,045,000	235,000	
Infor & Tech	1,110,000	485,000	260,000	1,185,000	
Fuel Farm	2,267,800				
Bldg Improv	341,800	495,000	262,500	171,200	
Other	600,000			1,210,000	
	\$88,748,012	\$12,153,300	\$18,770,500	\$33,379,230	\$29,211,434

5-Year Capital Plan Funding Sources

FAA/TSA Grants	\$147,035,048
MGAA Cash Reserves	14,684,070
Member Contributions*	13,800,000
ADOT	5,568,358
PFC	1,175,000
	<hr/>
	\$182,262,476

*FY27-FY29 \$300,000 will be used for Promoting Airlines

FY27 Budget Questions?

Comments or Questions



The End



**MINUTES OF THE PUBLIC MEETING OF THE
MESA GATEWAY AIRPORT AUTHORITY
BOARD OF DIRECTORS | March 17, 2026**

A public meeting of the Mesa Gateway Airport Authority (MGAA, Authority) was convened on Tuesday, March 17, 2026, 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
Vice Mayor Scott Somers, Mesa
Mayor Scott Anderson, Gilbert
Mayor Chip Wilson, Apache Junction
Mayor Julia Wheatley, Queen Creek*

Airport Staff Present

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

** Neither present nor represented*

1. Call to Order at 9:02 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 Gateway Tomorrow, then shared MGAA's financial performance, passenger activity, the community noise report, and various Airport projects.

- Gateway Tomorrow – East Side Terminal Complex Planning presentation to show the Board the location of the new terminal and discussed terminal concepts, phasing, and funding.
- January 2026 Net Operating Income is \$790,820 compared to \$718,562 in January 2025.
- Fiscal Year-to-Date 2026 (FYTD) Net Operating Income is \$3,492,701 compared to \$2,516,182 in FYTD25.
- Gateway Airport welcomed 166,158 commercial passengers during January 2026 compared to the 169,813 passengers during January 2025. FYTD26 commercial passengers' activity is 1,093,213 compared to 1,066,997 in FYTD25.
- For Community Noise Complaints, MGAA had 14 callers in January of this year, and 14 in January last year. This fiscal year, MGAA has had 73 calls, compared to 63 callers last fiscal year.
- Gateway Aviation Services (GAS) pumped 1.82MM gallons of fuel in January 2026 compared to 1.77MM gallons last January. FYTD26, GAS has sold 11.6MM gallons compared to 10.6MM gallons last fiscal year.
- Non-Airline Revenue in January was \$823,000, compared to \$835,000 last January.
- The DHS Shutdown has had a minimal impact at Gateway Airport. Although unpaid, the TSA continues to come to work each day.
- Allegiant has a very busy spring flight schedule, with some days having more than 40 departures.
- The TSA installed a third Explosive Detection System (EDS) machine in Gateway Airport's terminal as a temporary solution to meet the growing number of checked bags being processed. The machine will be in place until their new Checked Baggage Inspection Facility is completed next year.
- Reconstruction of the northern half of Runway 12R-30L (Phase II) began in October 2025 and is on schedule to be completed by the end of the year.

- The Taxiway Golf Realignment and Reconstruction Phase 1 Project is being completed simultaneously with the Runway 12R-30L Reconstruction Project to limit the amount of time Gateway Airport's primary runway is closed for construction.
- The TSA and Gateway Airport are partnering on the development of a new \$44MM Checked Baggage Inspection Facility. Ground preparation, utility installation, and footings are complete and the project is going vertical! Will be substantially complete by August 2027, and completely done in early 2028.
- Flight Safety International is submitting a building redesign.
- SkyBridge Arizona Wyndham Hotel is very close to breaking ground.
- In February, the Gateway East SpringHill Suites by Marriott Hotel project had a groundbreaking photo and the project is underway. Ground has also been cleared for retail development.
- AmpliFLY's design plans for a 140,000+ sq. ft hangar have been approved by MGAA and the City of Mesa is now reviewing them.
- Design plans for the Dunkin' concession near Gate 4 in the terminal are complete and with the City of Mesa for review.
- MGAA is redeveloping websites for Gateway Airport, GAS, and MGAA's Business Development Office.

4. Consent Agenda

- a) **Minutes** of the Board Meeting held on **February 17, 2026**.
- b) **Resolution No. 26-09** – Authorizing a Construction Manager at Risk Construction Services Contract, Early Procurement for Guaranteed Maximum Price (GMP) 1 with **Pulice Construction, Inc.** for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$451,087.99 pending FAA and ADOT grant funding under CIP 1092.
- c) **Resolution No. 26-10** – Approving an Authorization of Services for **Kimley-Horn & Associates** to provide Construction Administration Services for the Taxiway G Realignment / Reconstruction - Phase 1 Project in an amount not to exceed \$546,741.54, pending receipt of FAA and ADOT Grant Funding.
- d) **Resolution No. 26-11** – Approve the 2026 updates and improvements to **Airport Minimum Standards**.

Mayor Chip Wilson moved to approve the Consent Agenda.

Vice Mayor Scott Somers seconded the motion.

The motion passed unanimously.

Consideration and Approval of:

5. **Resolution No. 26-12** – Authorizing MGAA Executive Director to impose a **landing fee on itinerant aircraft** weighing less than 12,500 pounds Max Gross Landing Weight (MGLW) to increase revenue to support airfield operations, in an amount not to exceed the highest itinerant aircraft landing fee imposed at any other metropolitan Phoenix airport.
- The Federal Aviation Administration (FAA) requires airports to be financially self-sustainable. Executive Director O'Neill explained that MGAA is constantly exploring opportunities to increase revenue and help make Gateway Airport's various cost centers more self-sufficient.

- Currently Gateway Airport's Airfield Cost Center operates at an approximate \$2MM deficit each year. MGAA subsidizes Gateway Airport's Airfield Cost Center with other none airfield revenue.
- Last year, Gateway Airport reported over 305,000 operations (take off/landings), of which over 94% were general aviation flights. A vast majority of the general aviation activity at Gateway Airport does not currently pay a landing fee.
- For several years, MGAA has considered implementing a landing fee on itinerant aircraft weighing under 12,500 lbs MGLW to help offset increasing airfield costs, but has declined to do so because of the significant impact it could have on other regional airports serving greater Phoenix. However, if another airport in the greater Phoenix area were to impose a landing fee on smaller general aviation aircraft first, MGAA would then reconsider and reevaluate its decision due to the changing environment.

Mayor Chip Wilson moved to approve Resolution No. 26-12.

Mayor Scott Anderson seconded the motion.

The motion passed unanimously.

6. Board Member Comments/Announcements

None.

7. Call to the Public

None.

- 8. Next Meeting: Tuesday, April 21, 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.

9. Adjournment.

The meeting adjourned at 9:51 a.m.

Dated this ____ day of _____ 20__.

Jeanine Rogers, Interim Clerk of the Board



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

Board Action Item

Re: Resolution 26-13

To: Board of Directors
From: Brian Lehrich, CPA, Director of Finance
Through: Chuck Odom, Chief Financial Officer
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Authorizing Applications and Acceptance of Grants
Date: April 21, 2026

Proposed Motion

To authorize the filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2026 and June 30, 2027 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO.

Narrative

The Federal Government, State of Arizona, Arizona Counties or Arizona Local Municipalities may offer Mesa Gateway Airport Authority (MGAA) a grant or multiple grants for capital improvements or other projects at any time during the year that will support the priorities of MGAA.

Staff requests authority to prepare grant applications and submit for capital planning, design, construction or other projects that will support the priorities of MGAA. MGAA further requests authority to accept offer(s) received, agree to accomplish the described development or scope, and comply with the terms and conditions of the grant agreement(s), including maintaining compliance with the assurances made as part of the project application(s).

Fiscal Impact

Grants from the agencies make the Capital Improvement Program at the Airport financially feasible and leverage funding.

Attachment(s)

N/A



RESOLUTION NO. 26-13

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 filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2026 and June 30, 2027 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO;

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 filing of grant applications including agreeing to all understandings and assurances contained therein; and, authorizing the acceptance and execution of any Federal Aviation Administration or other Federal agency, State of Arizona, Arizona County or Arizona Local Municipal grant offer(s), applied for or received between July 1, 2026 and June 30, 2027 by the Chair of the Authority, the Executive Director/CEO, Deputy Director/COO or Chief Financial Officer/CFO. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice 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 26-14

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: Baggage Tractor Replacement – Harlan Global Manufacturing LLC – CIP 1316
Date: April 21, 2026

Proposed Motion

To authorize the purchase of one baggage tractor from Harlan Global Manufacturing LLC, in an amount not to exceed \$74,824.02.

Narrative

Gateway Aviation Services utilizes a baggage tractor to tow baggage carts, aircraft, and other ground support equipment in support of customer aircraft operations. The proposed purchase will replace an aging unit acquired in 2011 and ensure continuity of current operational capabilities.

Invitation for Bid No. 2026-007-IFB was issued on February 17, 2026, and advertised in the Arizona Business Gazette on February 19 and 26 and March 5 and 12, 2026. The notice was also posted on the AzAA and the Airport's websites as well as emailed to five prospective vendors.

The bid opening was held on March 18, 2026, and three (3) bids were received. After review of the bids, Harlan Global Manufacturing LLC was determined to have submitted the lowest, responsive, responsible bid.

Harlan Global Manufacturing LLC	\$74,824.02
DBRT Goodyear FBO LLC DBA Luxair Jet Centers	\$74,831.75
Technology International, Inc.	\$91,449.24

Fiscal Impact

This purchase was included in the FY26 capital budget and is funded with non-grant funds as CIP 1316.

Attachment(s)

Bid



RESOLUTION NO. 26-14

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 one baggage tractor from Harlan Global Manufacturing LLC, in an amount not to exceed \$74,824.02;

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 one baggage tractor from Harlan Global Manufacturing LLC, in an amount not to exceed \$74,824.02. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

Attachment B
Offeror's Bid

Must be typed or completed in ink.

BASE BID:

Line No.	Item	Price
1.	One (1) New Baggage Tractor, To Meet Minimum Specifications per Attachment A	\$ 67,000 67,295.00
2.	Manuals on Maintenance, Operations, and Parts, To Meet Specifications per Attachment A	\$ Included
3.	Subtotal Amount (add lines 1 and 2)	\$ 67,000 67,295.00
4.	Applicable Sales Tax (tax rate x line 3) Sales Tax, 8.3% OR 7.6% (See Below) MGAA is NOT tax-exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.	\$ Not Applicable 5,114.42
5.	Warranty, To Meet Minimum Specifications per Attachment A	\$ Included
6.	Shipping	\$ 1,500 (subject to change)
7.	Total Base Bid (add lines 3, 4, 5, and 6)	\$ 68,500 73,909.42

ADD ALTERNATE BID:

Line No.	Item	Price
8.	One (1) New Driver Hitch Release (for rear hitch)	\$ 850
9.	Applicable Sales Tax (tax rate x line 9) Sales Tax, 8.3% OR 7.6% (See Below) MGAA is NOT tax-exempt. If Offeror does not collect sales tax on behalf of the State of Arizona when invoicing, Offeror should still include tax at a rate of 7.6% for Use Tax.	\$ Not Applicable 64.60
10.	Total Add Alternate Bid (add lines 8 and 9)	\$ 850 914.60

TOTAL BASE BID + ADD ALTERNATE BID (Optional): \$ ~~69,350~~ 74,824.02
(add lines 7 and 10)

Signature: Michael Christman

Date: 3/19/2026



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

Board Action Item

Re: Resolution 26-15

To: Board of Directors
From: Margi EvanSon, Director of Operations, Security & Maintenance
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Asphalt/Pavement Maintenance and Repairs, Landside - Sunland Asphalt of Arizona, Inc. – CIP 1309
Date: April 21, 2026

Proposed Motion

To authorize the purchase of landside asphalt repair services with Sunland Asphalt of Arizona, Inc. for an amount not to exceed \$120,000.

Narrative

Due to use, age, and weather, the condition of the landside parking areas and drive lanes requires asphalt crack-fill and seal coating maintenance. This is to reduce further deterioration. High volume of activity coincides with ongoing deterioration. There continues to be a high volume of activity at the airport. Automobile parking lots and driveways require periodic asphalt crack-fill and seal coating to maintain accessibility for users.

The recommended course of action includes crack-fill and seal coat of asphalt surfaces as needed in the Cell Phone Waiting Lot and the Ray Road Parking Lot. Authorization of the purchase of landside asphalt repair services is necessary to repair deterioration and extend life cycles.

MGAA and Sunland Asphalt of Arizona, Inc. (Sunland), are both participants of the Mohave Educational Service Cooperative (MESC) Purchasing Group. Under MESC, Sunland was awarded Contract #24L-SUN-0319 for asphalt products and services, and it is through this competitive selection that MGAA will utilize Sunland for asphalt services. This contract is available upon request.

Quotes were obtained utilizing the MESC pricing as noted below:

<u>Ray Road Economy Lot and thru-lanes / Cell Phone Lot</u>	<u>\$116,230.29</u>
Total :	\$116,230.29

Fiscal Impact

The maintenance expenses were included in the FY26 Capital budget under CIP#1309.

Attachment(s)

Proposals



RESOLUTION NO. 26-15

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 landside asphalt repair services with Sunland Asphalt of Arizona, Inc. for an amount not to exceed \$120,000;

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 landside asphalt repair services with Sunland Asphalt of Arizona, Inc. for an amount not to exceed \$120,000. 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 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
 PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To: Mesa Gateway Airport Authority	Contact: Patrick Oakley
Address: 5835 S Sossaman Rd, Mesa, AZ 85212	Phone:
	Fax:
Project Name: Mesa Gateway Long Term-Cell Phone Lot	Bid Number: 10114246
Project Location: 5835 S Sossaman Rd, Mesa, AZ	Bid Date: 4/16/2026

Item Description

Crack Seal / Apply MasterSeal Sealer / Pavement Markings

Provide Traffic Control And Barricades During Our Scope Of Work.
 Power Clean With High Volume Air As Needed And Seal All Cracks 1/4 Inch And Larger With Crafcoc Parking Lot Sealant Crack Sealant. (Alligatored Areas Not Included.)
 Power Sweep/clean Asphalt Surface.
 Furnish And Apply Two (2) Coats Of MasterSeal Sealer By Spray Application On Approximately 537,630 Square Feet. (Adhesion Or Bonding Of Seal Coat Materials Is Not Warranted In Areas Exposed To Automotive Fluids And/or Other Spills.)
 Stripe To Existing Pattern:
 Stripe 9 Standard ADA Handicap Stall(s) Using Blue & Yellow Latex Traffic Paint.
 Stripe 29,587 Linear Feet Of 4" Lines For Standard Parking Stall(s) Using White Latex Traffic Paint.
 Stripe 1,530 Linear Feet Of 4" Lines Using White Latex Traffic Paint.
 Stripe 5,141 LF Of Cross Hash Markings Using Yellow Latex Traffic Paint.
 Stripe 1,329 LF Of Cross Hash Markings Using White Latex Traffic Paint.
 Paint 21 Arrows On Pavement Using White Latex Traffic Paint.
 This Proposal Is Based On Performing The Work In 6 Phase(s).

Bid Price Subtotal: \$110,280.65

Total State, County And City Of Mesa Sales Tax 5.3950%: \$5,949.64

Total Bid Price: \$116,230.29

Notes:

- **MOHAVE EDUCATIONAL SERVICE CO-OP BID**
 CONTRACT NUMBER: 24L-SUN-0319
 SPECIAL NOTE:
 The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 24L-SUN-0319 will prevail over any and all terms and conditions stated in the proposal.
 Prices are valid until June 30th, 2026.
- **In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.**
- **Material pricing is good through 6-30-2026.**
- **Sunland Asphalt routinely uses recycled material in hot mix asphalt products.**
- **Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.**
- **Sunland is not liable for drainage on projects with less than 1% fall. Due to existing conditions and matching elevations of concrete curbs, buildings and/or asphalt, we may not be able to raise or lower elevations to achieve proper slope to prevent standing water, therefore ponding of water may occur.**
- **Pricing excludes night/weekend work, permits, fees, bonds, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, removal and disposal of existing fabric underlayment, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.**
- **This bid assumes all portions of the proposal will be accepted. Line items cannot be accepted individually. If only portions of the proposal are desired, Sunland Asphalt must revisit the proposal and adjust pricing accordingly.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sunland Asphalt & Construction, LLC

Authorized Signature: _____

Project Consultant: Angel Franco
602-540-5374

- **Sunland Asphalt Addendum Terms and Conditions:**

Contractor and Owner hereby accept the terms of the attached Proposal subject to = the terms and conditions set forth in this Addendum. The Proposal and Addendum shall be collectively referred to as the "Contract." This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Proposal are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

- 1. WORK

Contractor will furnish all necessary labor, materials, and equipment to complete the work specified in the Contract (the "Work"). All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. Owner shall specify one representative to represent the Owner who has authority to accept the Work and authorize changes to the Work. Owner shall provide reasonable access to a water supply source. Owner grants Contractor permission to utilize photos and videos of the Work and the project site in the promotion of Contractor's business services.

- 2. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

- 3. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

- 4. ATTORNEYS' FEES

In the event of litigation regarding the Contract or collection efforts by Contractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, hand-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

- 5. CONTINUED PERFORMANCE

Nothing in this Contract shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

- 6. BACK CHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the Contract. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

- 7. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor to perform its work under the Contract. Owner shall notify Contractor in advance when the site will be ready for Contractor to perform its work and shall provide Contractor with free and unobstructed access so that the work can be commenced promptly and completed without delay. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

- 8. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the Contract. Contractor provides no assurances as to a complete date since the Work is subject to weather conditions, prior commitments, mechanical failures, and other cause beyond Contractor's control. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the contract price for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the contract price to be paid Contractor.

- 9. WORKMANSHIP

All workmanship and materials are guaranteed against defects for a period of one (1) year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other industry standard practices and will override strict compliance and strict performance. Contractor makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). Contractor's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils, improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. Contractor shall not be liable for damage to underground utilities which were improperly installed and/or backfilled.

- 10. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

- 11. NOTICE

Any notice or written claim required by the Contract to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided.

- 12. LIEN RIGHTS

Nothing in this Contract shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

- 13. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

- 14. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Contract and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

- 15. **SCHEDULE**
Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, Owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.
- 16. **INSURANCE RESTRICTION**
Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.
- 17. **INDEMNITY, HOLD HARMLESS**
To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless Owner from and against all liability, loss, claims, demands, damages, suits, costs, fees, fines, penalties, expenses, and causes of action to the extent caused by Contractor or any of Contractor's employees, agents, representatives, subcontractors, or suppliers. Any indemnification or hold harmless obligation of the Contractor shall extend only to claims resulting to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of Contractor or someone for whom it is responsible. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of its negligence.
- 18. **RIGHT TO RELY**
Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.
- 19. **HAZARDOUS WASTE**
Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this Contract. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
- 20. **SOILS**
Contractor shall have no liability to Owner or any third-party relating to underlying soil conditions. Contractor will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet material specifications. Contractor's warranty shall be waived and have no effect should Owner direct or authorize Contractor to pave on unstable subgrade or subgrade containing frost and Owner shall be responsible for any and all resulting damage or required repairs. If Owner requests that the top lift of asphalt be placed at a later date, the cost for all clean up and remobilization is the Owner's responsibility.
- 21. **ENGINEERING SERVICES**
If Contractor provides subcontracted construction stakes and/or subcontracted engineering services, Owner agrees to indemnify and defend Contractor from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by Contractor, it is applied at the request of Owner in an effort to retard weed growth and Contractor makes no representation or guarantee that its use will have the intended effect. Owner shall indemnify, hold harmless, and defend Contractor from and against any and all damages, claims, costs or expenses, including attorneys' fees and costs, resulting from these services. Owner is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. Contractor may modify the Proposal to include such recommendations.
- 22. **AMERICANS WITH DISABILITIES AC**
Owner is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold Contractor harmless from and against any and all liability, claims, damages or expenses, including attorneys' fees, relating in any way to ADA requirements or issues. Contractor recommends that Owner obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Owner to obtain compliance, Owner may make recommendations for such work and additional charges may apply.
- 23. **DISPUTE RESOLUTION**
Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.



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

Board Action Item

Re: Resolution 26-16

To: Board of Directors
From: Margi EvanSon, Director of Operations, Security & Maintenance
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Safety Management System Technology – Veoci, Inc. – CIP 975
Date: April 21, 2026

Proposed Motion

To authorize a contract with Veoci, Inc. for the purchase, installation, and support and maintenance services, for a Safety Management System in an amount not to exceed \$40,458.33, for the first year of the contract. Subsequent contract years shall be limited to software licensing and ongoing support and maintenance services only, with price adjustments not to exceed six (6) percent annually, provided the adjustments are submitted in writing with sixty (60) days' advance notice. The estimated cost for contract year two for licensing and ongoing support and maintenance services is \$15,916.96. The contract shall have an initial term of three (3) years and shall automatically renew for successive one (1)-year terms unless Mesa Gateway Airport Authority provides at least sixty (60) days' prior written notice of non-renewal.

Narrative

The Federal Aviation Administration (FAA) mandated that all Part 139 certificated airports implement a Safety Management System (SMS) to proactively identify hazards, manage risk, and improve overall safety performance.

Currently, the Airport relies on manual and decentralized processes to track safety reports, conduct risk assessments, and monitor corrective actions. While these processes have supported day-to-day operations, they limit visibility, consistency, and the ability to effectively analyze safety trends across the organization. As the Airport continues to grow and regulatory expectations increase, a more structured and centralized approach is necessary to maintain compliance and strengthen the Airport's safety culture.

A Safety Management System (SMS) Technology Platform will centralize safety reporting, risk management, and performance monitoring. The platform will provide a single system for employees and stakeholders to report hazards, track investigations, conduct Safety Risk Management (SRM) processes, and monitor corrective actions through real-time dashboards and analytics. Implementing the system will improve efficiency, enhance data-driven decision-making, and supports the Airport FAA SMS requirements. Without this solution, the Airport will continue to rely on inefficient manual processes, increasing the risk of non-compliance and limiting the ability to proactively manage safety risks.

In accordance with Arizona Revised Statutes § 41-2632, Mesa Gateway Airport Authority (MGAA) may participate in cooperative purchasing agreements with other public agencies, including external procurement activities. Contract #25-0555-PB was competitively solicited and awarded by a public agency in the State of

Page 2 of 2: BAI - Safety Management System Technology – Veoci, Inc. – CIP

Florida and includes provisions permitting cooperative use by other governmental entities. MGAA will utilize this cooperative contract as a cooperative purchasing vehicle to procure SMS software and related services from Veoci. This contract is available upon request.

Impact

The first year of the contract is included in the FY26 capital budget and is funded with CIP 975. The remaining years' costs for licensing, support, and maintenance will be budgeted in the appropriate fiscal year's operating budgets.

Attachment(s)

Master Services Agreement, Statement of Work



RESOLUTION NO. 26-16

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 Veoci, Inc. for the purchase, installation, and support and maintenance services, for a Safety Management System in an amount not to exceed \$40,458.33, for the first year of the contract. Subsequent contract years shall be limited to software licensing and ongoing support and maintenance services only, with price adjustments not to exceed six (6) percent annually, provided the adjustments are submitted in writing with sixty (60) days’ advance notice. The estimated cost for contract year two for licensing and ongoing support and maintenance services is \$15,916.96. The contract shall have an initial term of three (3) years and shall automatically renew for successive one (1)-year terms unless Mesa Gateway Airport Authority provides at least sixty (60) days’ prior written notice of non-renewal;

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 Veoci, Inc. for the purchase, installation, and support and maintenance services, for a Safety Management System in an amount not to exceed \$40,458.33, for the first year of the contract. Subsequent contract years shall be limited to software licensing and ongoing support and maintenance services only, with price adjustments not to exceed six (6) percent annually, provided the adjustments are submitted in writing with sixty (60) days’ advance notice. The estimated cost for contract year two for licensing and ongoing support and maintenance services is \$15,916.96. The contract shall have an initial term of three (3) years and shall automatically renew for successive one (1)-year terms unless Mesa Gateway Airport Authority provides at least sixty (60) days’ prior written notice of non-renewal. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

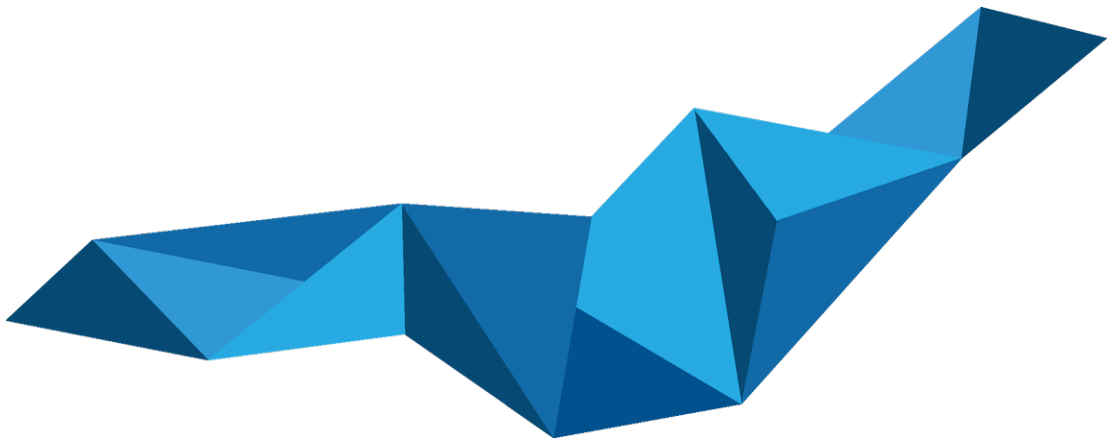
APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Veoci Master Services Agreement for Mesa Gateway Airport Authority



Prepared for:

Prepared by: Vincent Jessel

March 12, 2026

MSA Number: P-20250515AZ63302



March 12, 2026

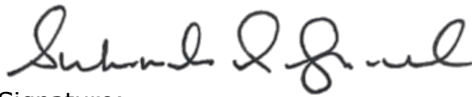
Mesa Gateway Airport
5835 S. Sossaman Road
Mesa, AZ 85212-6020

Dear:

Veoci Inc. ("VEOCI") is pleased to offer Mesa Gateway Airport Authority (the "Customer") this Master Services Agreement and schedules (this "Agreement") for the use of VEOCI's Veoci software and the services described in the relevant order form ("Order Form"), which is attached as Schedule D.

RECITALS

- a. VEOCI is the owner of, or has the right to grant access according to the terms of this Agreement, to certain cloud-hosted software applications, namely the Veoci Platform (defined below) available for access and use by Customer via <https://veoci.com>, as well as any additional services relating to its use as are set forth in the applicable Order Form (collectively, the "Service"), as contemplated under this Agreement.
- b. This Agreement sets out the contracting framework between VEOCI and Customer in relation to the provision of the Service.
- c. VEOCI agrees to provide the Service under the terms of an Order Form, as contemplated under this Agreement.

Veoci, Inc. Executed by Authorized Representative	Mesa Gateway Airport Executed by Authorized Representative
 Signature: #1681763590_20260326	Signature:
Print Name: Dr.Sukh Grewal	Print Name: J. Brian O'Neill, A.A.E.
Title: CEO	Title: Executive Director/CEO
Date: March 25, 2026	Date:

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Agreement Structure, Order Form and Ordering

The Agreement is in four parts:

1. Schedule A: General Subscription Terms & Conditions
2. Schedule B: Service Level Agreement (SLA)
3. Schedule C: Support Agreement
4. Schedule D: Order Form.

The purpose of this Agreement is to:

- a. establish a general contracting framework between the parties;
- b. set out the terms governing the overall relationship between the parties under that contracting framework; and
- c. set out the terms governing the provision of Service by VEOCI to Customer. In executing this Agreement and any Order Form, both parties have relied on certain supporting information provided, and representations made, by the other party prior to that execution.

Prior to commencing the provision of the Service, the parties must first execute an Order Form based on the template set out in Schedule D, or such other form or template that VEOCI provides to the Customer from time to time. Each Order Form

- a. comes into force on the Term Start Date and continues until the Term End Date, as set out in the relevant Order Form, unless terminated in accordance with this Agreement or the relevant Order Form; and
- b. constitutes a separate binding contract between Customer and VEOCI, for the Order Form Term.

An Order Form may include supplementary or additional obligations not otherwise set out in the Agreement. Unless the contrary intention is specifically expressed, if there is an inconsistency between the Agreement or an Order Form, the order of precedence shall be as follows: (a) the Agreement; (b) the Order Form.

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SCHEDULE A. General Subscription Terms and Conditions

1. Definitions

"Agreement" means this agreement and schedules, which shall be effective as of the Effective Date (defined below).

"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content, or mode of transmission, a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Platform and related documentation and the Service are Confidential Information of VEOCI.

"Customer" means any customer who is party to an Order Form, contract, or agreement for Veoci SaaS with VEOCI.

"Customer Data" means all electronic data or information provided by Customer to the Service.

"Effective Date" means the date on which the Customer has signed this Agreement.

"Non-Users" means any individuals/persons who are not "Users" as defined below

"Order Form" means the order form for Service entered between VEOCI and Customer, including any exhibits or schedules thereto.

"Order Form Term" means the subscription period for the Services from the "Term Start Date" to the "Term End Date", as set out in an Order Form.

"Primary Contact" means Customer's primary technical contact with VEOCI in-connection-with the Service.

"Service" means VEOCI's provision of the Veoci Platform for access and use by Customer via <https://veoci.com>, as well as any additional professional services relating to its use as are set forth in the applicable Order Form.

"Solution" means the configuration of the Veoci Platform features based on the specifications set forth in an applicable SOW.

"Term End Date" for an Order Form, means the date specified as the "Term End Date" in that Order Form.

"Term Start Date" for an Order Form, means the date specified as the "Term Start Date" in that Order Form.

"User Guide" means the online Veoci Platform user manuals for the Service accessible via <https://veoci.com>, as updated by VEOCI.

"Users" means the individuals/persons who are authorized to access and use the Service and who have been provided individual user identifications and passwords by Customer (or by VEOCI at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents. (Third parties may access and use the Service solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement.) Individuals using a common login or user ID, directly or through another system, are to be counted separately.

"VEOCI" means Veoci, Inc.

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"Veoci Platform" means VEOCI's software-as-a-service platform (SaaS) for digital business processes.

"Virus" means (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer's access to the Service and processing of data using the Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or cause damage to or corruption of data, storage media programs, equipment or communications, or otherwise interfere with operations.

2. Provision of Service

- a. VEOCI will provide the Service to Customer in accordance with the terms of this Agreement and the applicable Order Form. VEOCI grants Customer a non-transferable and nonexclusive right to access and use the Service for the sole purpose of supporting the internal operations of Customer's business and to process Customer's own data.
- b. The following procedures will apply to the Service:
 - i. VEOCI will send an email to Customer's Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to VEOCI.
 - ii. VEOCI will provide Service status and maintenance notifications by email to Customer's Primary Contact.
 - iii. In a timely manner, as soon as feasible, Customer will notify VEOCI via our helpdesk at <https://support.veoci.com> or via email at support@veoci.com with respect to any issues related to the Service.
- c. From time to time, with respect to the Service and at an additional fee, VEOCI may offer additional functionality. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer's purchase of the Service pursuant to this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VEOCI regarding future functionality or features.
- d. The Service may be accessed and used solely by a licensed User. Unless otherwise specified in the applicable Order Form between the Customer and VEOCI;
 - i. Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users;
 - ii. additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added; and
 - iii. the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for licensed Users only; User identification and passwords shared or used by more than one individual, will require user licenses for each individual.

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- e. A User subscription may only be reassigned to a new User replacing a former User when;
 - i. The former User is no-longer an employee, third-party consultant, agent, or contractor of Customer, or
 - ii. The new User has been registered on the Veoci Platform to replace a former User who no longer requires ongoing use of the Services.
 - iii. For the avoidance of doubt, any individual registered as a User on the Veoci Platform shall be counted as a User for the full Term unless in the case of (i) or (ii) above.

3. Limitations and Processes

- a. Third-party interfaces, software, hardware, or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. VEOCI shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third-party provider.
- b. VEOCI's performance under this Agreement shall be excused as a result of Customer's
 - i. failure to comply with its obligations as set forth herein;
 - ii. failure to provide VEOCI with information reasonably deemed by VEOCI to be necessary to assist VEOCI in its performance under this Agreement; or
 - iii. delay, prevention or interference with VEOCI's performance under this Agreement.
- c. During normal business hours and no more than twice per year, on reasonable advance notice, describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, VEOCI or a VEOCI-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.

4. Entries by Non-Users

- a. As part of the Service, Customer shall have the ability to create external facing forms and workflows that can be accessed and completed by both Users and Non-Users ("External Forms"). Form submissions ("Entries") in non-user forms may be created by Customer employees, consultants, contractors or agents, or by third parties. Customer shall be responsible for all activities that occur in or are related to their use of these External Forms. There is no limit to the number of External Forms a customer can create as part of their use of the Service, however the number of Entries created by Non-Users ("Non-User Entries") shall be limited as set forth in Section 4(c).
- b. Each individual Entry made by a non-user in an External Form shall be counted as one Non-User Entry. The total number of Non-User Entries shall be counted as the sum of all Non-User Entries made in all Customer External Forms over the course of one (1) year. Entries in External Forms made by Users under this agreement shall not be counted as Non-User Entries. As part of the Service, Customer shall be allotted a set number of Non-User Entries in External Forms

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per Order Form Term. The number of Non-User Entries available to Customer each Order Form Term shall be equal to twice their total license costs in USD for that Order Form Term as specified in the applicable Order Form. Additional Non-User Entries may be purchased at the price set forth in the Optional Services Table in Schedule D or negotiated separately. Unused Non-User Entries will expire at the end of the Order Form Term and do not roll over. If Customer purchases additional licenses in the middle of their Order Form Term, they will be allotted additional Non-User Entries based on the cost of the additional licenses.

- c. Once per year, VEOCI shall assess Customer's use of External Forms. If it is found that the number of Non-User Entries in Customer External Forms exceeds Customer's allotted number of Non-User Entries, then VEOCI may require customer to:
 - i. purchase additional Non-User Entries for the following Term;
 - ii. purchase additional User Licenses for the following Term; or
 - iii. reduce their use of External Forms.

5. Use of Interfaces and APIs

- a. Typically, customers integrate the Veoci Platform with their other applications using APIs. The license includes use of APIs in the Veoci Platform, and reasonable usage of APIs is included in VEOCI's standard pricing. For certain use-cases, VEOCI may (i) set reasonable limits on API usage; and (ii) impose a reasonable fee for API usage that exceeds such limits. Any such limitations and fees will be set forth in the applicable Statement of Work. These limitations are in place because it is possible to use the Veoci Platform extensively via APIs without having to login.

6. Customer Responsibilities

- a. Customer will provide VEOCI with the contact details for its Primary Contact on the Effective Date of this Agreement and will notify VEOCI of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.
- b. Customer is responsible for its use of the VEOCI Platform and Services, and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent knowingly unauthorized access to, or use of, the Service, and shall notify VEOCI promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.
- c. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not:
 - i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available

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- to any third party, other than to Users or as otherwise contemplated by this Agreement;
 - ii. send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws;
 - iii. send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights;
 - iv. interfere with or disrupt the integrity or performance of the Service or the data contained in the Veoci Platform;
 - v. use the Service to store or transmit any Viruses;
 - vi. attempt to gain unauthorized access to the Service or its related system or networks; or
 - vii. monitor the availability, performance or functionality of the Services, or access the Services for any other benchmarking or competitive purposes.
- d. Customer represents to VEOCI that:
- i. it will provide only that personal data that it is authorized to provide to VEOCI, and will do so lawfully in compliance with applicable Laws;
 - ii. VEOCI or its subcontractors may process such data for the purposes described in this Agreement; and
 - iii. VEOCI may disclose such data to its subcontractors for this purpose.
- e. Customer shall not access the Services, and VEOCI may immediately terminate this Agreement, if VEOCI determines, in its reasonable discretion, that Customer is a competitor of VEOCI.

7. Fees and Payment

- a. Customer will pay VEOCI the fees set forth in the Order Form for setup of User access to the Veoci Platform, use of the Service and any other services or products described therein.
- b. All payments are due within thirty (30) days from date of an invoice. Customer shall not be deemed in default with respect to amounts disputed in good faith and communicated in writing, any such amounts disputed shall be resolved mutually by the Parties . If amounts under Customer's account is thirty (30) days or more overdue, VEOCI may:
 - i. suspend the Service upon at least two (2) business days' notice to Customer without liability until any such amounts are paid in full; and
 - ii. exercise any of its other rights or remedies.
- c. Unless otherwise expressly provided, VEOCI's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder, excluding taxes based on VEOCI's net income or property. If Customer is a tax-exempt entity, Customer shall provide VEOCI with a valid tax exemption certificate or other acceptable documentation proving tax-exempt status. In the absence of such documentation, Customer will be responsible for all applicable Taxes.

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8. Customer Data

- a. As between VEOCI and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.
- b. VEOCI shall comply with all applicable Laws regarding its processing, storage, and protection of all Customer Data. VEOCI shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and protect such Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. With respect to employees, agents, and subcontractors, VEOCI shall limit access to Customer Data and Personal Data to only those employees, agents, and subcontractors who have a need to access the Customer Data in order to carry out their roles as contemplated in the terms of this Agreement. VEOCI shall assign and train personnel who shall: (i) liaise with customers regarding any issues concerning the security of Customer Data; (ii) receive notice of any unauthorized access to, or unauthorized acquisition of Customer Data ("Security Breach) discovered by VEOCI and provide notice of any such Security Breach to Customer; and (iii) coordinate VEOCI's Security Breach response and remedial action. In the event VEOCI discovers a Security Breach, VEOCI shall: (i) Without undue delay but no later than 48 hours of becoming aware, notify Customer of the discovery of the Security Breach. Such notice shall summarize the known circumstances of the Security Breach and the corrective action taken or to be taken by VEOCI; (ii) Conduct an investigation of the circumstances of the Security Breach; (iii) remediate the Security Breach; (iv) communicate and cooperate with Customer concerning its response to the Security Breach; and (v) indemnify, defend, hold harmless, and reimburse Customer for any losses arising out of any loss, misuse, and/or unauthorized access or disclosure of Customer Data, including a Security Breach, breach of this Agreement, and/or other similar security events requiring notification under applicable Law.

9. Confidentiality; Privacy

- a. In the course of performance under this Agreement, one party (the "Disclosing Party") may disclose, deliver or permit access by the other party (the "Receiving Party") to its Confidential Information. The Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and shall not disclose or provide such Confidential Information to any third party except as expressly provided in this Section. The Receiving Party shall not make any use of the Confidential Information except such limited uses as are required or permitted under this Agreement, shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need-to-know basis. Upon expiration or termination of this Agreement, or

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at any time upon the Disclosing Party's request, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all of the Disclosing Party's Confidential Information, and all copies of and other materials containing such Confidential Information. The Receiving Party shall have no obligation under this Section 9 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence:

- i. was already known to it at the time of its receipt without restriction on its disclosure;
- ii. is or becomes generally available to the public other than by breach of this Agreement;
- iii. is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality;
- iv. is independently developed without use or reference to any of the Disclosing Party's Confidential Information.

If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so.

- b. In the event of a breach of this Section 9, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For the Veoci Platform, the Service and any other trade secrets, the obligations of this Section 9 shall continue for so long as the information remains a trade secret, and for all other Confidential Information, the obligations shall extend for five (5) years from the expiration or termination of this Agreement.

10. Proprietary Rights

- a. VEOCI and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Veoci Platform, the Service and to all VEOCI intellectual property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Platform or the Service for any external use without VEOCI's prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer's ownership of the Customer Data, VEOCI retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not:
 - i. modify, copy or create derivative works based on the Veoci Platform or the Service;

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- ii. frame or mirror any content forming part of the Veoci Platform or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement;
- iii. reverse engineer the Veoci Platform or the Service; or
- iv. access or use the Veoci Platform or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Platform or the Service.

VEOCI shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

11. Warranty

- a. Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.
- b. VEOCI represents and warrants to Customer that:
 - i. it owns or otherwise has sufficient rights in the Veoci Platform to grant to Customer the rights to access and use the Service granted in this Agreement; and
 - ii. it has taken commercially reasonable steps to test the Service for Viruses and malware.
 - iii. It has taken commercially reasonable steps to prevent cyber attacks, including ransomware and exfiltration of customer data.
 - iv. It shall perform all obligations and provide the Services and Veoci Platform at all times in accordance with the applicable documentation, Order Form/SOW, and in compliance with applicable Law, including, without limitation, the Telephone Consumer Privacy Act (TCPA) and equivalent US state laws regarding SMS texting and calling.
- c. VEOCI DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE VEOCI PLATFORM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VEOCI AND VEOCI MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT VEOCI MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.
- d. Customer represents and warrants to VEOCI that:
 - i. Customer has the right to transmit to VEOCI, and receive from VEOCI, all data, material and records, including the Customer Data that Customer provides to VEOCI and that are required to enable VEOCI to perform the Service and any other of its obligations under this Agreement; and

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- ii. it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

12. Limitation of Liability

- a. Except for death or personal injury, breach of confidentiality or privacy obligations, gross negligence, willful misconduct, fraud, or violation of applicable Law, and VEOCI's indemnity obligations, each party's entire liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of fees payable by Customer under this Agreement over the twelve (12) months prior to the date that the action arose. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- b. THE REMEDIES PROVIDED IN THE AGREEMENT TO CUSTOMER ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS IN SECTION 13, IN NO EVENT SHALL VEOCI BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

13. Indemnification

- a. VEOCI agrees to hold harmless, defend and indemnify Customer, its affiliates, and its and their respective employees, officers, directors, agents, successors and assigns for, from and against, any third- party claims, demands and assessments, judgments, liabilities, losses, costs, damages or expenses (including interest, penalties and reasonable attorneys' fees, expenses and disbursements in connection with any action, suit or proceeding and including any such reasonable attorneys' fees, expenses and disbursements incurred in enforcing any right of indemnification against Company) claim brought against Customer (each a "Claim") alleging (i) that the Service or the Veoci Platform, when used in accordance with this Agreement, infringes, misappropriates, and/or violates any third-party intellectual property rights or applicable law; (ii) VEOCI's breach of any representations and warranties set forth in this Agreement; and (iii) VEOCI's willful misconduct, fraud, negligence, or violation of applicable Law. VEOCI may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Platform so that it is no longer infringing; or provide a pro rata refund of the fees

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paid based on the then-current term. VEOCI shall have no liability under this Section if the allegation of infringement is a result of:

- i. a modification of the Veoci Platform by anyone other than VEOCI,
- ii. the Customer or any User not using the Service in accordance with the User Guide,
- iii. or a work product that was produced at Customer's specific direction.

THE FOREGOING STATES VEOCI'S ENTIRE LIABILITY AND OBLIGATIONS REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

- b. Customer, to the extent permitted by law, agrees to defend and indemnify VEOCI from and against, or at its option settle, all Claims made or brought against VEOCI:
 - i. arising out of Customer's use of the Service in violation of this Agreement, applicable law, or the rights of a third party, provided that such claim does not arise from VEOCI's own gross negligence, willful misconduct, or breach of this Agreement;
 - ii. alleging that the Customer Data, Customer's materials or records, when used by VEOCI strictly in accordance with this Agreement, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; or
 - iii. alleging that VEOCI's use of the Customer Data as contemplated in this Agreement is not authorized.
- c. A party's indemnification obligation is contingent upon:
 - i. the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense;
 - ii. the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior approval, not to be unreasonably withheld or delayed; and
 - iii. that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

14. Term and Termination of Agreement and Order Form

- a. This Agreement shall enter into effect on the Effective Date and shall continue until terminated in accordance with below. Notwithstanding (b) and (c) below, the terms of this Agreement shall continue to apply to any surviving Order Form for the duration of such Order Form Term.
- b. As stated above, any Order Form shall start on the Term Start Date and end on the Term End Date. Such Order Form Term will automatically renew for additional periods equal to the expiring Order Form Term or one year (whichever is shorter) unless either party gives the other notice of non-renewal at least sixty days

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- before the end of the relevant Order Form Term. The pricing during any automatic renewal will be the same as that during the immediately prior Order Form Term unless VEOCI gives Customer a written notice of a price increase at least sixty (60) days before the end of the prior Order Form Term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase shall not exceed six percent (6%) of the pricing for the prior year unless the pricing in the prior year was designated as promotional or special rate, which shall be clearly stated on VEOCI's quote/proposal if the pricing is a promotion or special rate.
- c. Either party shall have the right to terminate this Agreement and/or any Order Form:
- i. upon thirty (30) days written notice to the other party of a material breach of the terms of the Order Form and/or Agreement, and such breach remains uncured at the expiration of such period after which written notice is given to the breaching party. Termination shall be without prejudice to any other rights or remedies available at law or in equity;
 - ii. subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party; or
 - iii. upon the Customer exercising its right to terminate this Agreement and/or any Order Form for any reason in its sole discretion by giving a sixty (60) day written notice to VEOCI at any time during the Order Form Term.
- d. Customer shall have the right to conduct acceptance testing following implementation. If the software fails to meet the agreed specifications outlined in the Scope of Services, VEOCI shall promptly remedy the deficiencies. If VEOCI fails to do so within thirty (30) days, Customer and VEOCI shall mutually agree upon a remediation plan. Should the deficiency persist beyond the agreed plan, Customer shall be entitled to a credit of Professional Services hours equal to 30% of the licensing fee, to be applied toward future configuration, training, or enhancements.
- e. If Customer gives VEOCI a notice of termination as described in this section, VEOCI will cease to perform the Services at the end of the Order Form Term using reasonable care in concluding its Provision of Services. Upon termination of the Order Form, Customer shall:
- i. Pay to VEOCI all outstanding invoices and sums owed which have accrued up to the end of the current term at the time of termination;
 - ii. at VEOCI's option, either return to VEOCI or destroy all confidential information which it has obtained from VEOCI, and
 - iii. except as otherwise limited under the limitation of liability provisions of this Agreement, nothing in this section shall limit either party's right to seek damages available under applicable law;
 - iv. have no claims for the return of any payment made prior to the time of termination, unless terminated by Customer for a breach on VEOCI's part.

15. Waiver of Jury Trial and Choice of Law

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- a. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT. The Agreement shall be construed and governed in accordance with the laws of the State of Arizona (excluding its conflict of laws provisions), unless Customer is a municipality or other government organization in the United States in which case Customer's local jurisdiction will apply. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts located in Maricopa County, Arizona. The prevailing party in any dispute hereunder shall be entitled to seek recovery of its attorneys' fees and expenses.

16. Miscellaneous

- a. Neither party may assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without the other party's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns.
- b. VEOCI may not use Customer's name, logo, and/or marks for any purpose without Customer's prior written consent in each instance.
- c. If the performance of the Services involves onsite meetings, trainings, or other events that require VEOCI personnel to travel to the Customer's facilities, both parties agree that all travel dates and locations must be mutually agreed upon in writing by both VEOCI and Customer.
- d. Customer shall not export or use the Service in violation of applicable Laws.
- e. The Services, other technology that VEOCI makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- f. Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.
- g. Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism, court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within VEOCI's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").

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- h. This Agreement supersedes all other prior or contemporaneous agreements, letters, offers, quotations, proposals, purchase orders, representations and other understandings, whether oral or written, on the subject matter of this Agreement and, along with any executed Order Form(s), contains the entire agreement between the parties. No alteration or modification of this Agreement or Order Form will be valid unless made in a writing signed by the parties. No click-through, shrink-wrap, or similar online terms will have any force or effect.
- i. There shall be no third-party beneficiaries to this Agreement.
- j. All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier. If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.
- k. The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."
- l. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.
- m. The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," "Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due, and any other provision that by its nature should survive shall survive expiration or termination of this Agreement.
- n. VEOCI shall, on an annual basis, provide Customer with a SOC report enabling Customer to confirm VEOCI is taking commercially reasonable steps to protect Customer's data.

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SCHEDULE B. Service Level Agreement

Capitalized terms that are not otherwise defined in this Schedule B shall have the meaning set forth in the Subscription Terms and Conditions.

1. Introduction

The measurements and service levels set forth in this Schedule B are designed to provide an objective measurement of VEOCI's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

2. Reporting

VEOCI agrees to provide to Customer, upon receipt of a written request from Customer, a link to an electronic report which can be accessed at any time to verify VEOCI's performance against the SLAs. VEOCI agrees to investigate and correct failures to meet the SLAs by:

- a. initiating investigations to determine the root cause of the failure;
- b. using commercially reasonable efforts to correct the issue;
- c. advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and
- d. providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

3. SLA Definitions and Measurements

"Minor Default" is deemed to occur when VEOCI's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.

"Major Default" is deemed to occur when VEOCI's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.

"Scheduled Downtime," means the planned downtime, of which VEOCI has notified Customer at least 72 hours in advance. Scheduled Downtime shall only take place between the hours of 2:00 am and 6:00 am (Arizona time) on Saturdays or Sundays.

"Service Level Default" means that VEOCI's performance fell below the established SLA during a measurement period.

"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.

"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.

Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable. The SLA's set forth in this Schedule shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

4. Exceptions

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The following items will not be considered as a part of the calculation of Service Level Credits and VEOCI will be relieved of responsibility for SLAs and associated Service Level Credits to the extent VEOCI's failure to meet the SLA(s) is determined by the parties, to be due to:

- a. Force Majeure Events as defined in the Agreement;
- b. Outages resulting from Scheduled Downtime, including VEOCI's upgrading of data center infrastructure.
- c. Outages arising from Customer's network being inaccessible.
- d. Domain Name Server (DNS) issues outside of the control of VEOCI.
- e. Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of VEOCI), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct.
- f. Internet outages, or other third-party infrastructure outages which hinder access to VEOCI's environment.
- g. Outages requested by Customer.
- h. Changes by Customer, or its agents, to Customer's environment which are not communicated to VEOCI and which adversely impact VEOCI's ability to perform the Service.
- i. Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

5. Service Level Measurement

- a. **Service Area:** Production Uptime
- b. **Objective:** VEOCI to provide 99.5% monthly uptime for Production Software Instances
- c. **Measurement:** For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable, divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point-in-time that such unavailability is or reasonably should have been detected by VEOCI.
 - i. (Uptime % = $[1 - (\text{downtime} / \text{Production}) * 100\%]$). For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is $[1 - (200 / 43,200) * 100\%] = 99.5\%$
- d. **Target Service Level:** Production Uptime is greater than or equal to 99.5%
- e. **Minor Default:** Production Uptime is less than 99.5% but greater than or equal to 98%
- f. **Major Default:** Production Uptime is less than 98%
- g. **Measurement Period:** Measured on a monthly basis. VEOCI will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, report the results to Customer within ten (10) business days of the of the end of the month being reported.

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- h. **Service Level Credits:** Minor Default = . If VEOCI incurs a Minor Default in any two (2) calendar months within a rolling twelve (12) month period, VEOCI shall, at no additional cost to Customer: (i) provide a corrective action plan within ten (10) business days identifying root causes, remediation steps, and timelines; and (ii) issue a Service Level Credit to Customer equal to one (1) additional day of the Service as an extension of the term of this Agreement.
- i. Major Default: In the event of a Major Default, the Customer shall receive a service credit equal to the greater of (a) two (2) additional days of Service as an extension of the term of this Agreement, or (b) an extension equal to the duration of the outage or interruption caused by the Major Default. Alternatively, Customer shall be entitled to terminate the applicable SOW in the event of any Major Default occurs in any two (2) months over any six (6) month period.

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SCHEDULE C. Support Agreement

1. Definitions

"Bug" means a reproducible malfunction of the Veoci Platform reported to VEOCI by Customer that prevents the Veoci Platform from performing in accordance with the operating specifications described in the then current documentation.

"Enhancement" means a change or addition to the underlying functionality of the Veoci Platform.

"Solution Configuration" means a change or additions to a Solution that significantly alter its functionality from what is scoped in the applicable SOW. Configuration includes without limitation, new or updated integrations, configurations, and print templates.

2. Included Support:

- a. **Support Center:** The VEOCI team will provide support from a support center via email, an internet-based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.
 - i. Phone: 203-782-5944
 - ii. Internet based Client support tool: <https://support.veoci.com/>
 - iii. Email: support@veoci.com
- b. **Hours of Support Center Operation:** Support center is available twenty-four (24) hours per day, seven (7) days per week
- c. **Requesting Support:**
 - i. Customer will identify the severity level (defined below) of the incident when requesting support from the support center
 - ii. If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel
 - iii. The VEOCI team will target to meet and exceed defined service level metrics defined in this Schedule
- d. **Non-Critical Issue:** System performance or bug affecting some users that does not prevent a customer from using the software to respond to a crisis.
 - i. Response Time: 2 business days
 - ii. Channel: Email, web, or general support phone number.
- e. **Critical Issue:** System performance or bug affecting all users that would prevent a customer from being able to use the software to respond to a crisis.
 - i. Response time: 2 business hours
 - ii. Channel: Email, web, or general support phone number
- f. **Crisis Issue:** System outage or severe bug that is preventing customer from using the software during their response to a crisis while such crisis is occurring.
 - i. Response Time: 30 minutes (24x7)
 - ii. Channel: Emergency phone number

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- g. **Crisis Support:** General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of VEOCI's applicable business hours, but the customer is responding to a crisis and needs support.
 - i. Response Time: 30 minutes (24x7). May be subject to \$200 hourly rate.
 - ii. Channel: Emergency phone number
- h. **Business Hours:**
 - i. Standard Contracts M-F 1:30AM-7PM EST
 - ii. US-Only contracts M-F 8AM-7PM EST

3. Maintenance Support

- a. VEOCI will maintain the Veoci Platform by providing to Customer any and all software updates and Enhancements to the Veoci Platform ("Updates") offered by VEOCI. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance Enhancements to existing features. Updates will be installed by Veoci's staff or automated processes.
- b. VEOCI gives its Users the opportunity to request Enhancements to the Veoci Platform by submitting Enhancement tickets via <https://support.veoci.com> ("Enhancement Requests"). Veoci encourages Users to submit Enhancement Requests, however whether or not an Enhancement Request is fulfilled is at the sole discretion of VEOCI. Enhancement Requests that are fulfilled are incorporated into the Veoci Platform and become available to all customers.

4. Services Not Included

- a. Solution Configurations are not considered support services, and are not included under this agreement. Any Solution Configuration must be requested in accordance with the Change Management Plan set forth in the applicable SOW.

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SCHEDULE D. Order Form

1. Term of this Order Form

The Service will be available to Customer from: Term Start Date of 05/01/2026 to Term End Date of 04/30/2029 (the "Order Form Term") in exchange for the fees described in Section 3 below, and pursuant to the terms of the Agreement.

The fees and terms offered in the Agreement and herein are contingent upon execution and delivery to VEOCI of a signed acceptance of the Agreement and Order Form no later than thirty (30) days from the date of this Order Form. Otherwise, this Order Form shall be deemed null and void. In the event that VEOCI countersigns this Order Form, the foregoing sentence shall not be deemed to apply.

2. SaaS, Support and Training, and Implementation

2.1 Software as a Service ("SaaS")

2.1.1 Applications

Customer plans to use the Service to digitize the SMS processes at Mesa Gateway Airport.

2.1.2 Number of Users

During the Term of this Order Form, Customer is permitted to register a maximum number of identities as Service users, as specified in Table 3.1: Fees and Terms.

2.1.3 Non-User Entries

Service includes the capability to create Non-User Entries in Forms. The number of Non-User Entries available to Customer during the Order Form Term is set forth in the Fee Table in Section 3.1. As needed, additional Non-User Entries may be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.4 Document Storage

VEOCI will provide up to 200 GB (gigabytes) of online storage of documents, photos, and other electronic documentation ("Documents") to Customer. Additional storage can be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.5 Integrated Telephone & SMS Capability

Service includes the capability to automatically send and receive SMS and to dial global phone numbers as needed and also use text to speech conversion to read out messages. The SMS and phone calls from the Veoci Platform connect with users who may not be on-line and whose participation is urgently needed. The Veoci Platform integrates this service from a 3rd party supplier and charges can vary based on target country and type of connection. Domestic service to the US is included in the pricing; international calling to other countries is excluded. In order to use this feature, customers must first obtain consent to be contacted via SMS from all potential recipients. Customer must be able to provide evidence of such consent in order to access these features. The Veoci Platform's

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SMS features allow individual users to opt out of receiving SMS notifications without assistance from VEOCI, however assistance is required to opt out of receiving phone calls. Customer is responsible for managing all SMS and phone call consents and communicating any opt-out requests for their registered Veoci Platform users to VEOCI.

2.2 Support and Training

VEOCI will provide maintenance and support services as outlined in Schedule C, Support Agreement.

2.2.1 Training Offerings

The details of any training services to be provided under this agreement shall be set forth in the applicable SOW.

3. Financial Specifications

3.1 Fees & Terms

Recognizing the value of the Customer's business, VEOCI offers the Customer the following fees for the term specified in Schedule D, Section 1 – Term of this Order Form:

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
10	Veoci Full Access Licenses <i>Veoci User licenses</i>	\$15,016.00
15	Veoci Occasional Access Licenses <i>View Only/ Guest Licenses</i>	\$0.00
Included	Hosting on Amazon Web Services	\$0.00
Included	Updates & Maintenance of Veoci Platform	\$0.00
Included	Support of Veoci Platform	\$0.00
31,000	Non-User Form Entries (External Forms)	\$0.00
	Total Annual	\$15,016.00

QTY	DESCRIPTION	ONE-TIME FEE
2	Bootcamp Training <i>2 Admin Bootcamp Training</i>	\$1,900.00
40	US Based Consultation/Professional Services -	\$11,200.00
1	Veoci SMS Core Product	\$12,000.00
	TOTAL - One-Time	\$25,100.00

	DESCRIPTION	AMOUNT
	Discount Waived Admin Bootcamp Training Fee	\$1,900.00
	Sales Tax (at 8.3%)*	\$2,242.33
	TOTAL - First Year	\$40,458.33

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3.2 Optional Services if requested

Standard Training and Consulting Rates – Effective 12-06-2024 - (Subject to change)		
ITEM	UNIT	PRICE
Administrator Training Credits (remote)	3 Half-Days - Price per attendee	\$950
Client Hosted Bootcamp (onsite)	2 Days – Price per attendee (Min 8, Max 15, 1 trainer)	\$950, client pays for trainer’s travel and expense
SAML Based SSO Integration (Standard)	Implementation	\$1,250
Contact or Member List Integration (Standard)	Implementation	\$1,250
Professional Services & Consulting – Standard	Hourly	\$190
Professional Services & Consulting – US Only	Hourly	\$280
Professional Services & Consulting – Enterprise/Finance/Aviation	Hourly	\$240
Professional Services & Consulting – Custom Integrations	Hourly	\$280
Professional Services & Consulting – Subject Matter Expert	Hourly	\$350
Professional Services & Consulting – PMI Certified Project Manager, PMP	Hourly	\$350
Organization Branding (client logo on e-mails and system screens)	One-time Implementation	\$1,500
T&L (Without Air)	Per diem	\$300
Hosted Storage	Extra 1 TB per year	\$1,000
Non-User Entry (External Forms)	Single Entry	\$1.25

3.3 Payment Schedule

3.3.1 One-Time Fees (Non-Recurring)

VEOCI shall invoice Customer upon completion of the following project Phases, as detailed in the executed SOW between VEOCI and Customer:

- 50% of the Fees detailed in Section 3.1 upon completion of the project kick-off meeting: \$20,229.17
- 50% of the Fees detailed in Section 3.1 upon Customer’s written confirmation of completion of User Acceptance Testing, to VEOCI: \$20,229.16

Each milestone/phase payment is contingent upon completion and Customer acceptance of the applicable milestone/phase deliverables, which shall not be reasonably withheld.

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3.3.2 Annual (Recurring)

Support and maintenance and license fees for the first Agreement year shall be paid in accordance with Section 3.1.1 above. Beginning with the second contract year, and for each year thereafter, support and maintenance and license fees shall be invoiced annually on the anniversary of the Agreement’s effective date and shall continue to be invoiced each year unless and until the Agreement is terminated or cancelled in accordance with its terms.

4. Commencement of Work

4.1 Purchase Order Requirement

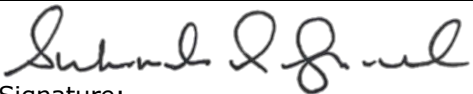
The Customer hereby agrees to notify VEOCI as to whether a Purchase Order (“PO”) is requisite for the purpose of invoicing. Unless otherwise specified by VEOCI, the initial invoice shall be issued according to Section 3.3. The Customer hereby unequivocally affirms one of the ensuing declarations:

- Customer requires a PO to be properly invoiced. Customer shall ensure that any applicable PO is issued in advance of the invoicing period as specified in Section 4.1.
- Customer does not require a PO to be properly invoiced. Customer acknowledges that the first invoice will be issued as specified in Section 3.3.

4.2 Notification and Confirmation

VEOCI may not commence any work or services under this Agreement or SOW until the both the Agreement and SOW have been fully executed by both parties, unless otherwise agreed to in writing. If VEOCI initiates any work or services prior to full execution, such action will be taken solely at VEOCI’s own risk. VEOCI acknowledges that the Customer shall have no obligation to compensate, recognize, or continue any work initiated before the Agreement is fully executed. Once the Agreement is fully executed, VEOCI will invoice Customer in accordance with the Payment Schedule outlined in this Agreement.

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Order Form as of the date first set forth below.

Veoci, Inc. Executed by Authorized Representative	Mesa Gateway Airport Authority Executed by Authorized Representative
 Signature: #1681763590_20260326	Signature:
Print Name: Dr. Sukh Grewal	Print Name: J. Brian O’Neill, A.A.E.
Title: CEO	Title: Executive Director/CEO
Date: March 26, 2026	Date:

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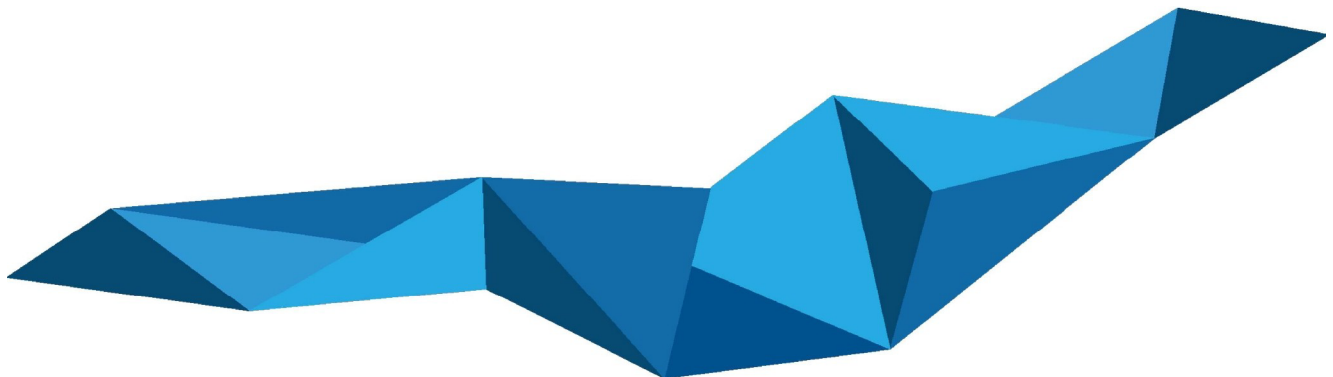
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Statement of Work (SOW) for AZA SMS

Prepared On: March 4, 2026



Mesa Gateway Airport
Authority
5835 S. Sossaman Road
Mesa, AZ 85212
Primary Customer Contact :
Trevor Bastien
tbastien@gatewayairport.com

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1. Scope Statement

Veoci will work with the Mesa Gateway Airport Authority (MGAA) team to implement a robust and integrated Airport Safety Management System, including the deliverables outlined in Section 2 of this SOW, following AZA processes and SMS manual, and in compliance with the Veoci Master Services Agreement executed by Veoci and MGAA.

2. Milestones and Deliverables

2.1. SMS

The Safety Management System (SMS) Product is a framework based on FAA recommendations that an Airport can adopt to help anticipate and address safety issues before they lead to an accident. Airports can use this SMS Product to deal with accidents and near misses proactively and apply lessons learned to improve safety and efficiency. This product may be integrated with any internal Veoci product and is typically used with an Inspection Product (separate product). Examples of uses include audit checklists, risk matrix, SRA and TRA tracking, mitigation management reporting (public, private, anonymous), and analytics.

2.1.1. Safety Risk Management

An essential component of any SMS program is the ability to quickly and easily gather information regarding identified risks. This pillar of the SMS component includes but is not limited to the ability to record hazards and perform Safety Risk Assessments (SRA) and Technical Risk Assessments (TRA).

- (1) Hazard reporting Form or workflow; includes at a minimum hazard identification, submitters initial comments regarding root cause, likelihood and severity, details, map location, images and other pertinent information
- (1) Public Anonymous submittal form
- Inclusion of Quick Hazard creation link on applicable existing forms and workflows ; example includes work orders, inspections, accident and incident reports
- (1) Hazard Log to easily visualize all hazards and their status
- (1) Hazard Dashboard with data pre-sorted and displayed based on the Airport's needs, Veoci will configure up to 10 tiles on this Dashboard with the Airport being trained on self creating more
- Up to (3) Custom communication notification templates for the submittal of a hazard; examples include automatic notification to submitter and identified SMS team members
- (1) Multi-step workflow to manage and document risk assessment; includes at a minimum the ability to document:
 - Teams initially identified root cause
 - Team member names and individual risk ranking with comments
 - Automatic risk calculation based on FAA SMS risk matrix or Airport's custom risk matrix in conjunction with team rankings
 - Identification of potential mitigations
 - Mitigation management including documentation of tasks undertaken and bywhom
 - Logging of residual risk rating for each mitigation
 - Assignment of mitigations to individuals including due dates
- (1) Risk Register to house all organizational risks and associated mitigation strategies.
- Up to (3) Custom Contact Lists; pre-configured lists to assign Mitigations to relevant teams, the Airport will be trained on self creating more
- Up to (3) Custom communication notification templates related to mitigations; allows for automatic notifications to be sent to identified parties using notification contact lists. An example would be mitigation assignment notification, escalation notifications, date reminders, etc.
- Up to (3) Custom Dashboard configurations with up to (10) Veoci created tiles on each; typically recommended for Leadership and relevant stakeholders as identified by the Airport

2.1.2. Safety Assurance

Safety Assurance within Veoci will allow for an organized method of monitoring the overall health of an Airport's SMS program.

- Up to (3) Custom communication notification templates; recommended as task assignments or reminders regarding policy and procedure reviews
- Up to (3) additional Workflow steps included within the risk safety risk management process to allow for re-review of submitted hazards and the efficacy of the mitigations
- (1) Safety Assurance Dashboard with up to (10) Veoci created tiles to easily display and access tracked metrics and tasks which can show pre-determined metric measurements, airport Administrators will have unlimited rights to create new metrics

2.1.3. Safety Promotion

An organization's SMS program is heavily reliant on the understanding and support of its everyday end users. Veoci's Safety Promotion component allows for a multi-faceted approach to the promotion of its safety culture. This includes but is not limited to:

- (1) Document management library for storage of relevant safety fliers, tenant SMS policies and other relevant materials
- (1) Form to submit safety meeting minutes including attendees and agendas
- (1) Document Management/Safety Promotion Dashboard with up to (10) Veoci created tiles
- (1) Training management Workflow (up to 4 steps) or form to document safety training
- (1) Form database for entry of training classes
- Up to (3) Custom communication notification templates for training assignment, due dates and other tasks as identified by the airport
- (1) Training Management Dashboard with up to (10) Veoci created tiles to easily view status, assignments and other metrics
- (1) Custom Safety Promotion Dashboard with up to (10) Veoci created tiles to display airport identified metrics and content

2.1.4. Safety Policy

The Veoci platform provides a shareable robust means of managing the Airport's Safety Management System Policy, processes and procedures. This includes:

- (1) SMS Policy document storage within the document management library including versioning; the plan can be created within or transferred to Veoci for modifications and updates that would include an automatic audit log
- Up to (5) custom communication notification templates for dissemination of plan changes and applicable components through automatic or ad-hoc notifications
- Up to (3) custom print/report documents
- Up to (2) Customized Policy Dashboards for sharing with stakeholders including links, videos, and any other relevant materials

3. Training

For the Statement of Work included here, Veoci will provide the training program described below. Based on the size and complexity of the customer's operation, additional training needs may be identified throughout the implementation and can be provided using Professional Service hours to tailor and deliver customized training.

End-User Training

Following the delivery of the complete solution described in the SOW, Veoci will provide up to one (1) hour of end User training that covers basic navigation. End users are considered Airport non-Veoci Administrators who will be submitting either hazards or responding to mitigation assignments. The training is usually recorded so that the Airport can reuse as needed.

Solution-Specific Training Presentation(s)

Not Applicable. No solution specific training presentations will be provided.

Training Material Development Hours

We have allocated and priced out 0 hours for the development of training documents and materials specific to this implementation. No custom training materials will be provided.

Veoci Administrator Training Sessions

Veoci employs a train-the-trainer framework, so that post-implementation and training, customer Administrators will be empowered to train End Users to use the specific Veoci solutions. Veoci has included (2) bootcamp class training credits which may be used at the Airports discretion for either an L1 or L2 bootcamp. Training are held virtually and in person. If attending in person the Airport will be responsible for all travel costs etc.

4. Veoci Implementation Plan

Veoci's approach to system implementation is comprised of five phases. Individual project milestones may go through these phases independently and in parallel, completing one project milestone while others are still in progress.

Phase 1. Kick-off and Planning

Upon contract signing, a Kick-off Meeting will be scheduled. The customer is expected to identify the following individuals and have them attend the Kick-off Meeting:

- Project Lead
- Backup Project Lead (if possible)

- Key stakeholders, which should include process owners and leadership
- Project Approver, who is the person with authority to sign-off on project milestones/deliverables

During the Kick-off meeting, the Veoci team and the customer will work together to:

- Introduce team members and identify who will attend regular meetings, review this SOW,
- Identify key dates and deadlines,
- Create a schedule for regular meetings,
- And discuss what a successful outcome looks like for the customer.

If the customer determines that their software requirements are different from those outlined in this SOW, a Change Request will be required so a level of effort can be determined. If the level of effort differs from the work outlined in this SOW, the customer will need to utilize any Professional Service hours they've purchased or consider a contract amendment.

Phase 2. Configuring, Piloting, and User Feedback

During this phase, the assigned Veoci implementation team members will build, configure, and test the system to address the work outlined in the milestones and deliverables. The system will be reviewed with the customer, at which point they will be asked to provide feedback and document any required modifications. Assuming that requested modifications are inline with the milestones and deliverables, the implementation team will make the changes and again review the system with the customer. This process is iterative with clear response timelines in order to ensure forward progress.

Phase 3. User Acceptance

During this phase, the customer will complete their user acceptance testing and communicate their findings with the Veoci implementation team. Once all defects are addressed, the customer will be asked to verify that the deliverables related to system building have been completed. This testing period may last up to (2) weeks. The Airport is expected to test and provide feedback during this two week period so that any minor solution changes can be addressed. Solution "reworking" or extensive revisions will not be made during this period and would be required to go through a change management process. If testing is not completed within the two week time frame Veoci will assume the solution is accepted as is and provide written communications to that effect.

Phase 4. Knowledge Transfer and Training

To enable the customer to successfully administer and maintain the system, Veoci implementation team members will provide an official knowledge transfer and training to the appropriate customer team members. If a custom training plan has been included in this SOW, it will be included in the Deliverables section.

Phase 5: Ongoing Support and Maintenance

Once Veoci has completed the Implementation Phase and the customer verifies acceptance of the solution, the Ongoing Support and Maintenance Phase begins and remains in place for the duration of the contract. Activities for this phase occur at both the Solution level and at the Platform level which are described below.

Platform Support

The Veoci Development Team follows the agile methodology and delivers a new version of software every few weeks. Minor releases may also occur between major releases to deploy patches and fixes. The Development Team completes this process seamlessly without requiring outages. All Platform enhancements are released to all customers at no additional cost. In a majority of releases, changes are small, designed to be readily apparent, and require no training. If a change will significantly affect how users navigate within the platform, Veoci provides extensive advance notice and, as needed, provides pop-ups and introductory text to facilitate adapting to the new version. While Veoci welcomes and encourages customers to share their Platform enhancement ideas, there is no commitment that the Development Team will deliver such enhancements.

Solution Support

A team of Veoci professionals, including Help Desk staff and Solutions Engineers, remain available to provide ongoing support and input as part of Veoci's commitment to helping customers maximize the value of their solution. For the fastest support, Customers are encouraged to access the Veoci Help Desk which include a knowledge base, training content, and a support ticketing tool to submit identified bugs. Solution configuration changes including additions and new solutions would require the purchase of Professional Service hours.

Engagement Model

The Veoci team will be engaged during implementation for an average of 5 hours per week until the implementation outlined in this SOW is complete with no additional fees beyond what is included in the MSA. Engagement includes weekly meetings plus offline work such as building solutions, project documentation, and completing software integrations. Should a customer need an implementation to be expedited, Veoci can be flexible if we have resources available .

The Veoci team will be available to perform the implementation, beginning at the agreed upon start date and continuing

through the delivery of the completed solution. If implementation delays occur due to a lack of customer participation or cooperation, team resources may be removed from the implementation. Team resources would then be reassigned depending on availability.

Customer Participation Vital for Implementation Success

Veoci's implementation process is highly collaborative and includes regular participation from the customer's team. Successful delivery of an on-time solution requires that customers provide data and information and respond to requests in a timely manner, as well as attend regular project status meetings to provide input on the solution.

5. VEOCI Implementation Timeline

5.1 Implementation

VEOCI shall complete the Statement of Work ("SOW") within ninety (90) calendar days following the project start date, which shall be the date of the formal project kickoff meeting held after execution of the VEOCI Master Services Agreement by Customer ("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, VEOCI shall provide Customer with a written project schedule for Customer'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 VEOCI 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 VEOCI Master Services Agreement.

5.2 Notice of Delay

VEOCI shall promptly notify Customer in writing of any actual or anticipated delay in meeting the Implementation Deadline, including a detailed explanation of the cause of the delay and VEOCI's proposed corrective actions.

5.3 Remedies for Failure to Meet Implementation Deadline

a. Failure to Meet Deadline. If VEOCI solely fails to complete the SOW by the Implementation Deadline for reasons within its reasonable control, Customer may, in its discretion, receive a fee reduction in an amount reasonably proportionate to the delay, as mutually determined by the Parties;

b. Corrective Action Plan. Upon failure to meet the Implementation Deadline, VEOCI shall, at no additional cost to Customer, develop and implement a written corrective action plan acceptable to Customer, outlining the steps and revised timeline for completing the SOW.

c. Right to Terminate. If (i) VEOCI 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, Customer may terminate this SOW and the applicable VEOCI Master Services Agreement upon written notice, without penalty. In such event, Customer will not owe VEOCI any further payments. The right to terminate does not apply if the delay is caused by the Customer.

d. Excusable Delays. VEOCI shall not be liable for service credits, fee reductions, or termination rights to the extent that delays in achieving the Implementation Deadline are directly caused by (i) Customer's material failure to perform its obligations under this Agreement or the SOW, (ii) changes to the SOW requested and approved by Customer, or (iii) delays caused by third-party vendors engaged and controlled by Customer. VEOCI shall provide Customer with **prompt written notice** of any such delay and use **commercially reasonable efforts to mitigate the impact** of the delay. The Implementation Deadline shall be extended **only for the period of delay reasonably attributable to such Customer-caused events**.

5.4 Exclusive Remedies.

Except for VEOCI'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 Customer at law or in equity.

6. Change Management & Governance Plan

All communication, project management, and change management exist entirely within the Veoci Platform itself. At the beginning of the project, the Veoci team creates a Room called the Collaboration Room which provides a robust set of tools for messaging, sharing documents, tracking tasks, requesting approvals, and reporting.

Communication

The Collaboration Room allows team members from both the customer and Veoci to share information centrally. It will house any documents and messaging that are related to the project. The Room also has an email address which allows for the simple capture of communications that might happen over email.

Project Management

The Veoci team utilizes a streamlined approach to project management. At the beginning of the project, all Milestones and Deliverables from this SOW will be added to a dashboard in the Collaboration Room. This dashboard will provide tracking and visibility into each Milestone and Deliverable. The Veoci team will use this dashboard to provide the following documentation:

- Milestone and Deliverable status updates
- Milestone and Deliverable estimated and actual completion dates
- Related project tasks, their owner, and status updates
- Meeting notes

When a Deliverable is considered complete by the Veoci team, a sign-off request will be triggered within Veoci and sent to the customer. Approval of that request constitutes formal sign-off on the Deliverable. No other project management documentation will be produced by the Veoci team. A request for sign-off will be considered approved if no response is received within two weeks.

Change Management

During project implementation, or ongoing support, the customer may identify additional desired functionality. Any request that changes the scope of the project or the functionality beyond that identified in the SOW requires a change request and must be reviewed and approved by the project stakeholders. Change requests are entered into Veoci via a workflow where the impact of the proposed change on scope, deliverables, schedule, and cost are evaluated. Based on that evaluation, the Veoci team will propose one or many of the following options to cover the change:

- Utilization of Professional Service hours purchased
- Modification or cancellation of existing Milestones and Deliverables
- Modification to the project schedule
- A new SOW and contract amendment

The customer will be asked to review the options and if approved, the change will be reflected on the project management dashboard with updates to the Milestones and Deliverables.

7. Assumptions & Work Requirements

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which the customer is responsible, and assumptions upon which Veoci has relied in creating this SOW.

- a. The customer will identify, and make available for the duration of this project, one primary contact to act as Project Lead.
- b. The Customer Project Lead will brief their project team on Veoci and the customer's goals and objectives prior to the kick-off call.
- c. The customer holds primary responsibility for data quality of sufficient standards to achieve customer goals.
- d. Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must be ready for upload, in addition to being in the specified format (CSV file, PDF, etc.). For example, if importing into a field that accepts blue/red/green as attributes, entries cannot include lime green.

No data migration has been included within this SOW.

The customer will cooperate in good faith with Veoci in its performance of this SOW by:

- e. Allocating sufficient resources and time to perform any tasks reasonably necessary to enable Veoci to perform its obligations under the SOW.
- f. Delivering in a timely manner any customer collateral and other obligations required for each Milestone included in this SOW.
- g. Responding in a timely manner to Veoci's inquiries related to the SOW.
- h. Actively participating in scheduled project meetings, completing accurate and timely information, data and feedback all as reasonably required.

Integration Requirements

To successfully complete an integration, Veoci will require assistance and cooperation from the customer as well as the integrating vendor. Integrations often require access credentials, sample data, and testing before being completed.

Veoci exposes a REST API that can be used by other systems to send data to Veoci or query data from Veoci. Use of this API is included in this SOW.

Veoci also has a console for configuring connections with APIs exposed by other systems - specifically ones that are accessible via the web and output either XML or JSON data. An unlimited number of these connections can be established by the customer.

Veoci can also connect with a web-facing SFTP site or an AWS S3 bucket to run a scheduled import of either CSV or XLSX data. This functionality is not self-service and needs to be configured by the Veoci team at an additional cost.

For new integrations that Veoci has not yet implemented, Veoci will work to implement a direct integration through REST API call to this system. Veoci's API integrations are highly flexible and can be implemented easily; however successful integration is dependent on the application that is being integrated. Veoci will work with the customer and the application vendor to implement the integration to accomplish the goals specified by the vendor wherever possible. Should an API integration not be feasible other options such as flat file upload via a SFTP or S3 bucket can be explored as well.

Functionality related to non-standard integrations may require additional configuration by the Veoci team, which will be provided at an additional cost.

No integrations have been included within this SOW.

Data Migration Requirements

Customer data for migration must be in the format specified either in the Deliverable or as detailed by the Veoci implementation team following initial requirements gathering. Data to be migrated must also be ready for upload, in addition to being in the specified format (CSV file, xlxs). For example, if importing into a field that accepts blue/red/green as attributes, entries can not include lime green.

Legacy data provided to Veoci in a format other than that agreed upon will create an error in the system and not allow it to be uploaded. Veoci will not correct data errors, thus it is vital that the data provided to Veoci be in the exact format as agreed upon.

No data migration efforts have been included within this SOW.

8. Veoci Solutions Building Blocks

Veoci tools are the elements that provide specific functionalities within Veoci solutions. During implementation, Veoci Solution Engineers select the tool or combination of tools to configure the solution based on the customer's goals, existing processes, and available data.

Alerts, Notifications, and Check-Ins

Alerts, Notifications, and Check-ins can be configured for individuals or groups based on actions or conditions. Notifications include phone calls, conference calls, text/SMS, email, and mobile app Alerts. Additional costs are associated with configuring and on-going fees for conference calls.

Custom Actions

Custom Actions allow Administrators to define additional events to be triggered after someone creates or updates a Form Entry, Workflow, or Task.

Dashboards

Dashboards provide a visual summary of key information and metrics in one easily accessed location.

Forms

Forms are used to collect data in a structured format. Forms also serve as databases, often replacing multiple spreadsheets, and as ways to populate fields on Maps and Dashboards. Veoci provides considerable flexibility to configure fields included in Forms, and entries can include text, numbers, email addresses, selection options, date, and time fields.

Lists

Lists allow individual members to be grouped together for common activities or notifications. Members can be both customer employees and outside stakeholders, such as local emergency responders. A robust system of permissions manages individual member access to ensure appropriate and secure access to the Veoci platform.

Mapping Capabilities

Veoci provides its own comprehensive mapping program and intuitive, real-time integration with other GIS software. Users can enable or disable layers of location data coming from Veoci content such as Forms, Workflows, and Tasks. Users can

also add annotations (i.e., points, lines, polygons) and labels to Maps and enable or disable GIS layers.

Plans

Plans are repeatable Room Templates that can be launched when a Plan is triggered. Plans can be used to instantly create Rooms that are prepopulated with Dashboards, Workflows, contact lists, required documents, Tasks, and other Templates.

Print Views

Print Views are customized views of a Form or Workflow entry that can be printed, emailed, exported to **PDF**, or added to Veoci Dashboards to provide situational awareness. Many Veoci solutions include default Print Views, especially those needed for regulatory reporting or compliance. Customized Print Views can be created as needed. Print Templates are designed using a WYSIWYG or HTML.

Reports

Reports are created to capture and present information to stakeholders, both within and outside of Veoci. Reports are exported from Veoci using **PDF** print templates. Summary information from Reports is often displayed on Dashboards.

Rooms

A Room is a collaboration space in Veoci that contains tools for gathering information and making decisions. Rooms can have cascading or descendant Rooms-known as Side Rooms. Almost all end User activity occurs in a Room or Side Room.

Saved Views

Saved Views are customized views of Form or Workflow entries that are configured to show specific information in a distinct format. Saved Views are used to display information grouped by defined criteria. Saved Views can be created for Forms, Workflows, and Tasks.

Tasks

Tasks assign a specific responsibility or action to an individual. Tasks can be configured to include structured work requests, categories of Tasks, priorities, and Map locations.

Workflows

Workflows are used to automate work processes. The customer defines the people, data, and process involved, and Veoci manages the flow of information and provides transparency, reminders, escalations, and Reports. Workflows also include automatic conditional steps and assignments for those situations when processes follow alternative flows.



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

Board Action Item

Re: Resolution 26-17

To: Board of Directors
From: Carmen Parks, PE, Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Fire Suppression System Review Project – Kimley-Horn & Associates – CIP 1341
Date: April 21, 2026

Proposed Motion

To approve an Authorization of Services for Kimley-Horn & Associates to provide Engineering Services to perform a Fire Suppression System Review, in an amount not to exceed \$173,536.68 in non-grant funding.

Narrative

The Mesa Gateway Airport Authority's (MGAA) current Fire Suppression Systems consist of the South-Central Tanks, that are under MGAA's control, and the North Tanks, that are controlled by the City of Mesa (City). MGAA needs to evaluate whether the existing fire suppression tanks are still necessary to provide adequate fire protection and coverage for facilities located at the Airport.

Kimley-Horn & Associates (KHA) will provide and perform Evaluation and Planning Services for the Fire Suppression System Review Project. These services will assist Airport staff to identify solutions for decommissioning, changing ownership, and/or repurposing the existing fire storage and booster site(s) as the existing infrastructure is of logistical/maintenance concern to the Airport. Additionally, this planning and analysis will better quantify potable and fire water demands for equitable billing purposes and the overall level of service across the site. This Scope will also include a planning-level investigation of the existing water and fire suppression systems, fieldwork/field testing needs, flow projections, fire flow level of service planning, equitable billing framework, and recommendations for continued planning and design to evaluate different water/fire servicing alternatives and select a best fit for the Airport's overall management/maintenance objective.

In 2023, a Request for Qualifications, 2024-005-RFQ, for On-Call Engineering Services was issued. KHA was one of two firms selected as the most qualified. In accordance with the terms of the On-Call Engineering Services Agreement, C-20240076, KHA worked with Airport staff to refine a Scope of Work for Engineering Services to perform a Fire Suppression System Review.

Fiscal Impact

This project has been added to the FY26 Capital Budget utilizing Capital Contingency funding under CIP 1341.

Attachment(s)

Authorization of Services



RESOLUTION NO. 26-17

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

WHEREAS the Authority desires to approve an Authorization of Services for Kimley-Horn & Associates to provide Engineering Services to perform a Fire Suppression System Review, in an amount not to exceed \$173,536.68 in non-grant funding;

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

The Board of Directors of the Authority hereby approves an Authorization of Services for Kimley-Horn & Associates to provide Engineering Services to perform a Fire Suppression System Review, in an amount not to exceed \$173,536.68 in non-grant funding. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney

AUTHORIZATION OF SERVICES
Kimley-Horn & Associates, AOS 20240076 26-06

The signing of this Authorization of Services (AOS) by Mesa Gateway Airport Authority, formerly known as Phoenix-Mesa Gateway Airport Authority (“MGAA”) and Kimley-Horn & Associates, (“Consultant”), authorizes Consultant to carry out and complete the services described below in consideration of the mutual covenants set forth below.

1. **PROJECT:** Fire Suppression System Review Project – CIP 1341

2. **SCOPE OF SERVICE:** To provide and perform Evaluation and Planning Services for the Fire Suppression System Review Project. These services will assist Airport staff to identify solutions for decommissioning, changing ownership, and/or repurposing the existing fire storage and booster site(s) as the existing infrastructure is of logistical/maintenance concern to the Airport. Additionally, this planning and analysis will better quantify potable and fire water demands for equitable billing purposes and the overall level of service across the site. This Scope will also include a planning-level investigation of the existing water and fire suppression systems, fieldwork/field testing needs, flow projections, fire flow level of service planning, equitable billing framework, and recommendations for continued planning and design to evaluate different water/fire servicing alternatives and select a best fit for the Airport's overall management/maintenance objective.

3. **FEE FOR SERVICES:** The fee for services shall be based upon the attached scope of services, not to exceed the-time and materials calculated-fee of \$173,536.68 (One-hundred seventy-three thousand, five hundred thirty-six dollars and sixty-eight cents), without express written approval of MGAA.

4. **AVAILABILITY OF PROJECT FUNDING:** The approval and continuation of this AOS is subject to the availability of funds provided to, made available to, or appropriated by MGAA for this purpose. In the event that funds are not available or appropriated for MGAA’s payment requirements under this AOS for the goods and/or services to be provided hereunder, MGAA may terminate this AOS by providing notice to the Consultant of the lack of the availability of funds. The Consultant acknowledges and agrees that one source of funding for this AOS may be funds made available from the Federal Aviation Administration and/or Arizona Department of Transportation, and that this AOS, its approval, and continuation, may be contingent on the availability of those funds being made to MGAA.

5. **INCORPORATED:** The following documents, including its terms, conditions, exhibits, attachments, and amendments, are hereby incorporated with this AOS and made part thereof:
 - MGAA Agreement Number: 20240076, effective 12/19/23.

6. **ATTACHED:** The following documents are attached to this AOS and are incorporated herein by this reference and made part thereof:
 - Consultant’s Scope and Fee Proposal dated April 2026.

7. **EFFECTIVE:** This AOS is effective as of the date signed by MGAA (“Effective Date”).

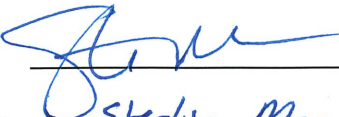


MGAA and Consultant acknowledge that they are in agreement with the terms and conditions as set forth in this AOS.

Executed as of the dates set forth below.

CONSULTANT
Kimley-Horn & Associates

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

By: 
Name: Sterling Maggetts
Title: Senior Vice President
Date: 4/7/2026

By: _____
Name: J. Brian O'Neill, A.A.E.
Title: Executive Director/CEO
Date: _____

EXHIBIT A
SCOPE OF WORK
PLANNING AND ANALYSIS
FOR
GATEWAY WATER PLANNING AND FIRE SERVICING

- A. PROJECT DESCRIPTION:** Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this Scope of Services. To build upon Kimley-Horn’s ongoing planning and design efforts at the Mesa Gateway Airport (“Airport”). As part of previous discussions Airport staff expressed to Kimley-Horn their desire to identify solutions for decommissioning, changing ownership, and/or repurposing the existing fire storage and booster site(s) as the existing infrastructure is of logistical/maintenance concern to the Airport. Additionally, it was expressed to Kimley-Horn the need to better quantify potable and fire water demands for equitable billing purposes and overall level of service across the site. To address Airport goals and provide follow up recommendations for continued management and maintenance of the existing and future water system(s) Kimley-Horn has prepared this scope and fee.
- B. PROJECT SCOPE:** The scope of work includes a planning level investigation of the existing water and fire suppression system(s), fieldwork/field testing needs, flow projections, fire flow level of service planning, equitable billing framework, and recommendations for continued planning and design:
- 1. PROJECT ADMINISTRATION:** The following general tasks will be performed for the project:
 - a) Provide project administrative tasks for support of our contract throughout the project.
 - b) Provide monthly invoicing and attend general client meetings for the project.
 - c) Will review, and coordinate activities, scheduling, and deliverables being performed by all sub-consultants.
 - 2. WATER SYSTEM MAPPING AND MODEL:** To identify solutions for either decommissioning, changing ownership, and/or repurposing the existing fire storage and booster site(s), Kimley-Horn will first map out the existing system to better understand current water system configuration. The mapping will then be transitioned to a hydraulic model to evaluate different water/fire servicing alternatives and select a best fit for the Airports overall management/maintenance objective. The following general tasks will be performed for the project:
 - a) Site Visit(s): Site visits will be conducted to meet with O&M staff and review key infrastructure.
 - b) Review and Consolidation of Existing Maps and Record Drawings: Kimley-Horn will coordinate with Airport staff to receive and review any and all useful mapping. Follow up conversations with O&M staff will be used to fill in information gaps regarding system connectivity and set up. All mapping will be generated within GIS. Electronic and PDF files will be provided back to the Airport.
 - c) Pressure Testing: Kimley-Horn will contract and coordinate field work with a subconsultant to perform up to three (3) hydrant flow tests to better understand available flow and pressure in the existing off- and on-site water systems. See Task 6 for subconsultant allowance.
 - d) Hydraulic Modeling: Utilizing the updating mapping and findings from the pressure testing Kimley-Horn will generate a hydraulic model to evaluate to be determined service alternative. Demands identified in Task 3 below will input accordingly

- 3. FIRE SERVICING AND EQUITABLE BILLING EVALUATION:** To evaluate fire suppression needs across the existing site Kimley-Horn will identify fire demands for each respective building (based on land use, square footage, and building type). Calculated fire demands will also be used to generate a Fire Suppression Level of Service which correlates to the Airports water billing criteria. Billing criteria recommendations to be provided as part of this task. The following tasks will be performed for the project:
- a) Demand Spreadsheet and Land Use Map
 - Existing land uses
 - Known developments
 - Estimates and future expansion.
 - b) Fire Servicing Alternatives
 - Potential alternatives include: change of ownership, reconfiguration, etc.
 - c) Equitable Water/Fire Suppression Billing Framework
 - Level of service based primarily on fire code requirements
 - Considerations based on previous expectations/agreements
 - Discussions with Fire Marshall and Airport Staff
- 4. REPORT:** Workflow, planning objectives, and findings of Tasks 2 and 3 will detailed within a master report. Additional sections in the report to include: implementation strategies, context for future planning will be included for reference beyond this 2026 study, and critical correspondence with City and/or Fire Marshall. Report expectations:
- a) Outline
 - Project Background and Objectives
 - Executive Summary
 - Existing Service Area
 - Existing Land Uses and Demand Projections
 - Fire and Potable Servicing Alternatives
 - Proposed Servicing Solution
 - Current Billing System Review
 - Proposed Billing System and Level of Service
 - Implementation Strategies and Next Steps
 - d) Mapping/Exhibits
 - 11x17 Exhibits
 - Geodatabase of all mapping to be provided to Airport Staff.
 - ArcGIS Pro map file (.aprx) to be provided to Airport Staff
 - Slide deck exhibits for report presentation as needed.
- 5. ADDITIONAL ANALYSIS, EXHIBITS, AND/OR PRESENTATION ITEMS:** This task is only to be used with written authorization from the Airport. The goal of this task is to provide flexibility to Airport Staff for additional services that may arise as the project progresses. Additional work may include: exhibits for council presentations, presentation items for City Staff and/or Fire Marshall Meetings, additional mapping (wastewater), or planning/modeling for scenarios that were not identified as part of this scope of services.

- 6. ALLOWANCE - HYDRANT FLOW/PRESSURE TESTING:** For the purposes of this proposal, Kimley-Horn assumes three (3) hydrant flow/pressure tests at \$1,000 per test for a total subconsultant allowance of \$3,000. Kimley-Horn will coordinate with hydrant flow/pressure testing subconsultant regarding requirements, location, and findings as part of Task 2-C above.
- C. CONTRACT TIME.** Kimley-Horn will provide planning services as described above, during the designated project planning period as approved and awarded by the Airport Authority. The services provided by Kimley-Horn shall include the scope outline in this document for a period of **6 months** after the contract times commence to run as provided in the Contract Documents and all Work shall be finally completed and ready for final payment within **30 calendar days** thereafter.
- D. DELIVERABLES.** Kimley-Horn will provide the following deliverables:
- Report:*
- See Section 4 above for expected outline.
- Mapping/Exhibits:*
- See Section 4 above for expected maps, formatting, and file types.
- E. ASSUMPTIONS:** Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. This proposal is based on the assumptions described within each task above along with additional items listed below:
- As-builts, record drawings, maps, sketches, and/or schematic drawings to be provided by Client.
 - Additional comments, corrections, insights, mark-ups, etc. to be provided by Airport staff to fill in potential gaps in the mapping of the existing water system.
 - Site photos of equipment (pump tags, appurtenances, control panels, etc.) to be used to augment provided drawings.
 - Kimley-Horn and hydrant flow/pressure testing subconsultant to have access to site with Airport operations staff member escort.
- F. EXCLUSIONS:** Any other services, including but not limited to the following, are not included in this Agreement but can be individually added utilizing Task 5 above or through a contract modification.
- Detailed design services
 - Environmental evaluations/services
 - Site survey
 - Equipment condition assessment
 - Wastewater mapping
 - Wastewater modeling
 - Permitting
- G. KIMLEY-HORN'S COMPENSATION FOR SERVICES:** Kimley-Horn shall be compensated for services using a labor fee plus expense basis with the maximum not to exceed fee shown below. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Kimley-Horn's total compensation for these construction Design Support Services shall be: **\$173,536.68**.

The derivation of engineering fee for design services are attached to this authorization as Exhibits. Kimley-Horn shall not proceed with any additional requested services without written approval from the MGAA.

DATE: April 2026

**EXHIBIT I - ENGINEERING FEE
GATEWAY WATER PLANNING AND FIRE SERVICING**

DERIVATION OF COST OF PROPOSAL FEE

1. DIRECT LABOR

<u>TASK</u>	<u>DESCRIPTION</u>	<u>MANHOURS</u>	<u>TOTAL</u>	<u>EXTENDED TOTAL</u>
001	Project Administration	85	5,518.35	
002	Water System Mapping and Model	289	18,036.71	
003	Fire Servicing and Equitable Billing Evaluation	140	9,161.10	
004	Report	260	16,161.90	
005	Additional Services (With Approval)	55	3,500.45	
TOTAL DIRECT LABOR		829		\$52,378.51

2. EXPENSES:

EXPENSE (Printing)	240.00
TOTAL EXPENSES:	\$240.00

3. CONSULTANTS:

Allowance - Hydrant Flow/Pressure Testing (Task 006)	3,000.00
TOTAL CONSULTANTS	\$3,000.00

4. ENGINEERING FEE

TOTAL LABOR		52,378.51
OVERHEAD (%)	195.57%	102,436.65
FEE (% OF NET)	10%	15,481.52
CONSULTANTS		3,000.00
EXPENSES		240.00
TOTAL ENGINEERING FEE		\$173,536.68

DATE: April 2026

EXHIBIT II - ENGINEERING FEE
GATEWAY WATER PLANNING AND FIRE SERVICING

DERIVATION OF COST OF PROPOSAL FEE

1. Direct Salary Costs

<u>Title</u>	<u>HOURS</u>	<u>Rate</u>	<u>Total Labor</u>	<u>EXTENDED TOTAL</u>
Project Manager (Jeffrey Kellner)	208	77.79	16,180.32	
Senior Professional/Engineer (Tyler Kay)	40	68.76	2,750.40	
Professional Engineer I (Anton Gomeniuc)	273	60.42	16,494.66	
Senior Analyst (Andrew Shipley)	283	56.26	15,921.58	
Finance/Project Accountant (Breann Phillips)	15	47.93	718.95	
Admin/Clerical (Kristina Torrence)	10	31.26	312.60	
Total Direct Salary Costs	829			\$52,378.51

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs By 195.57% \$102,436.65

3. Subtotal of Items 1 and 2 \$154,815.16

4. Fixed Payment

10% of Item No. 3: \$15,481.52

5. Non-Salary Expenses

EXPENSE (Printing)	240.00	
Total Direct Non-Salary Expenses		\$240.00

6. Subcontract Costs

Allowance - Hydr	3,000.00	
Subtotal of subcontract Costs		\$3,000.00

7. TOTAL ENGINEERING FEE

\$173,536.68



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

Board Action Item

Re: Resolution 26-18

To: Board of Directors
From: Art Montoya, Director of Information Technology Services
Through: Chuck Odom, Chief Financial Officer/CFO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Wireless Refresh Project – Advanced Network Management, Inc. – CIP 1321
Date: April 21, 2026

Proposed Motion

To authorize the procurement of wireless network equipment, software, and installation and testing services from Advanced Network Management, Inc. in an amount not to exceed \$69,551.

Narrative

The Mesa Gateway Airport Authority's (MGAA) Information Technology Services Department ensures the Airport's operation, compliance, and disaster recovery functionality relative to information technology industry standards. FY26 is slated to continue with prior fiscal years' practice of computer equipment refresh replacement program per a pre-established schedule. The procurement of wireless access points and controllers will complete a five-year refresh life cycle program.

As a qualified participant of the 1GPA National Purchasing Cooperative (1GPA), MGAA is able to procure goods and services under contracts that have been competitively bid. 1GPA has currently contracted with Advanced Network Management, Inc. for network equipment, software, and services under Contract #1GPA 25-09PV-01. This contract is available upon request.

Fiscal Impact

This purchase was included in the FY26 Capital Improvement Projects and is funded under CIP 1321.

Attachment(s)

Quote, Scope of Work



RESOLUTION NO. 26-18

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

WHEREAS the Authority desires to authorize the procurement of wireless network equipment, software, and installation and testing services from Advanced Network Management, Inc. in an amount not to exceed \$69,551;

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 procurement of wireless network equipment, software, and installation and testing services from Advanced Network Management, Inc. in an amount not to exceed \$69,551. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



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

James Arnold
 +1 (480) 385-0612
 james.arnold@anm.com

Mesa Gateway Airport
 6033 South Sossaman Road
 Mesa, AZ 85212

Contract Number: 1GPA 25-09PV-01
 Art Montoya
 480-988-7627
 amontoya@gatewayairport.com

Quote #: QT-000106020

Mesa Gateway Airport - Aruba Wireless Refresh - Wireless

March 31, 2026

Part Number	Description	Start Date	End Date	Term(M)	Qty	List Price	Extended LP	Discount%	Price	Extended Price
R7128A	ARUBA AP-635 US CAMPUS AP PL-VL				29	\$ 1,395.00	\$ 40,455.00	35.00%	\$ 906.75	\$ 26,295.75
H29XYE	ARUBA 1Y FC NBD EXCH AP-635 C SVC PL-VR				29	\$ 61.00	\$ 1,769.00	15.00%	\$ 51.85	\$ 1,503.65
S4K79A	HPE ANW AP-MNT-U CAMPUS TYPE U BRKT KIT PL-VL				29	\$ 65.00	\$ 1,885.00	35.00%	\$ 42.25	\$ 1,225.25
S0P50A	HPE ANW AP-675 US OUTDOOR AP VL				2	\$ 3,295.00	\$ 6,590.00	35.00%	\$ 2,141.75	\$ 4,283.50
H02CJE	HPE ANW FOUNDATION CARE 1Y NBD EXCH AP-675 SVC PL-VR			12	2	\$ 161.00	\$ 322.00	15.00%	\$ 136.85	\$ 273.70
JW053A	AP-270-MNT-V2 270 SERIES MT KIT PL=VL				2	\$ 154.00	\$ 308.00	35.00%	\$ 100.10	\$ 200.20
S5H02A	HPE ANW 9106 (US) HYBRID Gateway PL-XB				1	\$ 8,095.00	\$ 8,095.00	35.00%	\$ 5,261.75	\$ 5,261.75
H98P6E	HPE ANW FOUNDATIONAL CARE 1Y NBD EXCH SVC9106 GTY SVC PL-XC			12	1	\$ 1,095.00	\$ 1,095.00	15.00%	\$ 930.75	\$ 930.75
JW472AAE	CNTRLR PER AP CAPACITY LICs ELTU PL-PV				9	\$ 75.00	\$ 675.00	35.00%	\$ 48.75	\$ 438.75
H2YU3E	ARUBA 1Y FC SW CNTRL PER AP CPTY E-L SVC PL-V3			12	9	\$ 12.00	\$ 108.00	15.00%	\$ 10.20	\$ 91.80
JW473AAE	CNTRLR PER AP PEF LICs ELTU PL-PV				9	\$ 75.00	\$ 675.00	35.00%	\$ 48.75	\$ 438.75
H2X33E	ARUBA 1Y FC SW LIC PEF CNTRL SVC PL-V3			12	9	\$ 12.00	\$ 108.00	15.00%	\$ 10.20	\$ 91.80
JW474AAE	CNTRLR PER AP RFPROTECT LICs ELTU PL-PV				9	\$ 75.00	\$ 675.00	35.00%	\$ 48.75	\$ 438.75
H2XV3E	ARUBA 1Y FC SW CNTRL PER AP RF E-L SVC PL-V3			12	9	\$ 12.00	\$ 108.00	15.00%	\$ 10.20	\$ 91.80
S5H02A	HPE ANW 9106 (US) HYBRID Gateway PL-XB				1	\$ 8,095.00	\$ 8,095.00	35.00%	\$ 5,261.75	\$ 5,261.75
H98P6E	HPE ANW FOUNDATIONAL CARE 1Y NBD EXCH SVC9106 GTY SVC PL-XC			12	1	\$ 1,095.00	\$ 1,095.00	15.00%	\$ 930.75	\$ 930.75

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	\$ 18,005.00	\$ 18,005.00

Sub-Total	\$ 65,763.70
Estimated Taxes	\$ 3,786.75
Shipping Costs	\$ -
Grand Total	\$ 69,550.45

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

This quote is governed by the terms and conditions of the following contract: 1GPA 25-09PV-01.

All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

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

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

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

Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.

Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.

Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Purchase Orders should be issued to:

Advanced Network Management, Address: 1355 N Scottsdale Road, Suite 380 Scottsdale, AZ 85257

AZ Tax ID #20480621

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

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

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____





Terms and Conditions

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

1. **ORDERS.** Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").
2. **TERM.** If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
3. **PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
4. **PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.
5. **SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
6. **PRODUCT RETURNS;** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
7. **SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).
8. **WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND
9. **INDEMNIFICATION.** Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES
11. **DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
12. **NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
13. **SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
14. **ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.

ANM Statement of Work



Wireless Network Refresh

PREPARED FOR: Mesa Gateway Airport

Joe Ivan, IT Engineer

DATE: 04/03/26



CONFIDENTIAL + PROPRIETARY

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CONTACTS

Name	Company/Function	Phone	Email
James Arnold	ANM Account Manager	720-937-3348	James.Arnold@anm.com
Matt Kuleck	ANM Solutions Architect	480-280-4484	Matt.Kuleck@anm.com

OMISSIONS

ANM reserves the right to correct any error or omission in this Statement of Work and will do so by utilizing a Change Request process. The initial project kick-off meeting and design workshop(s) might uncover unforeseen items that impact this Statement of Work and will be addressed (if necessary) by the Change Request process.

NOTICES

This document and its contents are the confidential and proprietary intellectual property of ANM and may not be duplicated, redistributed or displayed to any third party without the express written consent of ANM, or as required by applicable law with prior written notice to ANM. Other product and company names mentioned herein may be the trademarks of their respective owners.

DOCUMENT VERSION CONTROL

Version	Date	Description of Changes	Author
1.00	4/9/2025	Initial Scope of Work	Matt Kuleck

1.0 PROJECT OVERVIEW

1.1 SOLUTION OVERVIEW

The goal of this Statement of Work (“SOW”) is to define tasks, deliverables, timeline, responsibilities, and additional terms to deliver Wireless Network Refresh for Mesa Gateway Airport (aka ‘Client’ or ‘MGA’) provided by ANM.

MGA has engaged ANM to support a wireless infrastructure refresh focused on replacing the existing Aruba wireless controller with a new Aruba 9106 Wireless Controller. This initiative is intended to modernize the wireless control plane while maintaining alignment with the existing Aruba-based architecture. The scope of this effort is limited to a like-for-like replacement of the controller platform and does not include a redesign of the current wireless network.

ANM will perform a targeted discovery of the existing wireless environment to validate configuration, dependencies, and operational considerations. As part of this process, ANM will archive the current controller configuration to establish a baseline for migration and potential rollback. The new controller will be configured based on this archived configuration, ensuring consistency with the existing deployment while accommodating any platform-specific requirements.

Following configuration, ANM will execute a controlled cutover of the wireless network from the existing controller to the new platform. This transition will be coordinated to minimize disruption to end users and will include validation of controller functionality, access point adoption, and overall wireless service availability. As part of this effort, ANM will configure and onboard up to thirty (30) wireless access points to the new controller.

All ANM services will be delivered remotely, with MGA responsible for all on-site activities, including physical installation, cabling, and access point placement. Close coordination between ANM and MGA will be required throughout the engagement to ensure alignment on implementation timing, task ownership, and successful completion of the wireless controller migration.

1.2 PROJECT OUTCOMES

During discovery, design, and scoping discussions the following outcomes for the solution were identified and agreed upon:

- Successful replacement of the existing wireless controller with the Aruba 9106 Wireless Controller, with configuration parity maintained and wireless services fully restored.
- Seamless migration of the wireless environment, including onboarding and validation of up to thirty (30) access points with minimal disruption to end users.
- Documented baseline configuration and validated operational state, providing a stable and supportable wireless control platform moving forward.

2.0 SCOPE

The following components are in-scope for each applicable service or phase in the project and will be planned and designed for as part of this technology solution deployment.

2.1 IN-SCOPE HARDWARE & SOFTWARE

- Aruba 9106 Gateway Controller
- Up to 30 Aruba AP-635
- Existing Aruba Controller
 - Configuration modifications only to facilitate replacement
- Existing Aruba Access Points
 - Configuration modifications only to facilitate replacing the controller

3.0 IN-SCOPE SERVICES

3.1 PROJECT MANAGEMENT

An ANM Project Manager (PM) will be assigned to lead this engagement. The assigned PM will engage throughout the project phases and will be responsible for:

- Project initiation tasks
- Project schedule development and management
- Project communications planning and management
- Project deliverable acceptance and closure

3.2 PROJECT PHASES

Project Initiation

The project initiation phase includes a kickoff meeting, which will include key stakeholders and project team members.

The kickoff agenda includes:

- Team Introductions
- Review of solution and scope of work
- Project Timelines
- High-level Technical Review
- Open Forum / Q&A

Deliverables

- Initial Project Plan
- High-level timeline
- Project Resource Plan

Plan and Design

The ANM and customer project teams will perform a discovery and design process to validate technical and other project requirements and details for scoped services.

A discovery and design workshop is routinely conducted as part of this process. This workshop agenda includes:

- Review of the existing wireless architecture, including controller configuration, SSIDs, RF profiles, and access point inventory
- Validation of network dependencies, including VLANs, IP addressing, DHCP, DNS, authentication services (e.g., RADIUS), and upstream connectivity
- Identification of operational requirements, constraints, and maintenance windows to support a controlled migration approach
- Review of configuration migration approach, including mapping of existing settings to the new controller platform and any required adjustments
- Definition of access point onboarding strategy and validation procedures for post-cutover wireless service

Alignment on roles, responsibilities, and communication plan between ANM and the client for both remote and on-site activities

Implementation

The in-scope applications and infrastructure components will be deployed, configured, and tested per the agreed upon design between ANM and Customer:

- Deploy and perform initial setup of the Aruba 9106 Wireless Controller, including system parameters, licensing (if applicable), and management access configuration
- Import and validate archived configuration from the existing controller, including SSIDs, security policies, RF profiles, and AP groups
- Configure network integrations, including VLAN mappings, IP addressing, DHCP/DNS settings, and authentication services (e.g., RADIUS)
- Configure and stage up to thirty (30) wireless access points for onboarding to the new controller
- Execute controlled cutover of wireless services from the legacy controller to the new platform in accordance with the agreed migration plan
- Validate post-cutover functionality, including AP registration, client connectivity, SSID availability, and authentication workflows

- Perform basic troubleshooting and remediation of issues identified during implementation and validation
- Provide implementation summary and confirmation of operational readiness upon completion

Deliverables

- Fully implemented solution based upon the design specified in the design document
- Implementation Plan, if system is directly integrated with client production systems at this point in the project. An implementation/migration plan is a document that details each step required to execute a production change such as implementation steps (i.e. configuration additions or cables moves), verification/validation steps, application testing post-changes, and rollback plan if change is not successful. It also documents who is conducting each step and the order of operation.
- System Ready for Use (SRFU) Document that provides a checklist to ensure the in-scope system is ready to go into production such as:
 - High Availability/Resiliency Testing (if applicable)
 - Licensing Application
 - System deployment adherence to Design Document
 - Management and Core Services protocol functionality (i.e. DNS, NTP, AAA)

Integration & Migration

ANM will execute the integration and migration approach defined during the discovery and planning phase to transition the wireless environment from the existing controller to the new Aruba 9106 Wireless Controller. This approach is designed to ensure a controlled migration with minimal disruption to wireless services while maintaining configuration consistency.

The integration & migration plan may include the following components:

- Migration method (e.g., staged cutover or flash cut), based on client requirements and operational constraints
- Defined migration steps, including controller configuration validation, access point onboarding, and cutover sequencing
- Coordination of migration activities, including scheduling, communication, and alignment with approved maintenance windows
- Functional validation of wireless services post-cutover, including SSID availability, client connectivity, and authentication workflows. Client application-specific testing remains the responsibility of the client unless otherwise stated
- Change control planning. Submission of change requests is the responsibility of the client; however, ANM will provide detailed technical input related to implementation, integration, and migration activities
- Coordination with MGA for all on-site activities required to support the migration, including physical access point readiness and connectivity validation

Deliverables

- Target systems successfully integrated and migrated to the in-scope technology solution.
- Implementation/Migration Plan(s)

Transition to Operational Support

- ANM will update design documentation to “as-built”
- Complete Customer knowledge transfer.
- Complete and review all project documentation with the Customer

Project Closeout

- Complete and deliver all project documentation
- Review the final deliverables with Customer
- Review Customer satisfaction and obtain feedback
- Obtain Customer signoff on project completion

4.0 ASSUMPTIONS

The overall scope and related work estimate for this engagement were developed based on the assumptions listed below. Material changes to these assumptions and exclusions may impact the estimated effort and cost associated with completing the work and therefore would require a Project Change Request.

4.1 OUT OF SCOPE

Any activity not mentioned explicitly in-scope is considered Out of Scope and hence will not be considered. Any additional requirements will be treated as a change request and will follow the standard change request mechanism and will be estimated accordingly.

Specifically, these items are considered out of scope.

- On-site services, including physical installation, cabling, rack/stack, or access point mounting (performed by MGA)
- Wireless network redesign, RF survey, heatmapping, or optimization beyond basic configuration parity
- Configuration of more than thirty (30) access points
- Changes to wired network infrastructure, including switching, routing, VLAN design, or PoE provisioning
- Integration with or modification of external systems beyond validation (e.g., RADIUS, Active Directory, DHCP, DNS)
- Client application testing and validation beyond basic wireless connectivity and authentication verification
- Development of new wireless policies, SSIDs, or security architectures beyond replication of the existing environment
- Post-implementation managed services, monitoring, or ongoing operational support
- Remediation of pre-existing issues within the wireless or supporting network environment not directly related to this implementation

4.2 CUSTOMER RESPONSIBILITIES

The following are responsibilities that will need to be performed/provided by Customer.

- Customer will provide single point of contact for communications and is responsible for project management of customer resources and scheduling.
- Customer is responsible for the submittal of all internal Change Control Documentation for production impacting or other necessary system changes requiring approval as pertaining to Customer's internal policies and procedures. ANM will offer input as appropriate.

- If required provide onsite physical access to required systems and space to work.
- Provide remote access (VPN) or other agreed upon remote access solution.
- Provide any required hardware and/or software that was not procured through ANM (for example, existing Microsoft and VMware software/licensing).
- Provide diagrams and configurations of existing environment if required.
- Make all changes to existing environment (e.g. firewall, Active Directory, DNS, DHCP, etc...) unless otherwise specifically called out in this Statement of Work.
- Deploy any required end user applications not specifically covered by this Statement of Work.
- Maintain valid support contracts with all product manufacturers involved in the solution.
- Every effort has been made to scope proper power cables, optics, and other solution-related accessories in the original bill-of-materials (quote). Customer is responsible for acquiring additional components identified during planning and design phase.

4.3 PROJECT-SPECIFIC ASSUMPTIONS

The project scope is based on the following project-specific assumptions:

- Existing wireless configuration is stable, functional, and suitable for migration without requiring redesign
- Adequate network connectivity (IP reachability, routing, VLANs, and PoE) will be in place to support access point onboarding to the new Aruba 9106 Wireless Controller

4.4 GENERAL ASSUMPTIONS

- ANM will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Customer or third-party vendors.
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding ANM-observed holidays, unless otherwise negotiated and noted in this services proposal.
- Customer will have five (5) business days to provide written feedback on all project artifacts, documents, or presentations developed or updated by ANM. If no feedback is provided, the item will be considered accepted by Customer.
- Changes to this scope of work identified during this project will require a Project Change Request Form.
- Services may be provided by ANM or individuals or organizations employed by or under contract with ANM, at the discretion of ANM.
- Unless otherwise specified, the following services are not included:

- Environmental requirements: racks/cabinets, electrical/power & cooling/air conditioning services
- Network cabling services
- Any services provided in the reconfiguration or troubleshooting as a result of existing faulty equipment, software compatibility or systems interoperability will be considered out of scope and will require an appropriate Change Request Form.
- Customer will manage all oversight and communication with third party vendors not directly contracted by ANM (for example, service providers, other equipment manufacturers, etc.).
- Customer is responsible for any software updates or equipment replacement not covered by support contracts.

5.0 CHANGE CONTROL

5.1 CHANGE OF SCOPE

Should changes to the scope or solution be necessary or requested by Customer, ANM will investigate the effect of such changes and determine an impact on price, schedule, and other terms and conditions.

- A project Change Request Form (CRF) will be used to document and communicate any changes to this Statement of Work. The CRF will describe the change, the reason for the change, and the impact that the change will have on the project. The CRF will also specify any additional charges (if necessary).
- A complete CRF will be the output and Customer and ANM must both sign it to authorize the changes. A change control log will be maintained throughout the project to track all approved changes and record them (if applicable) in the successive approved versions of the Project Plan. All versions will be tracked using a strict document version control mechanism maintained by the Project Managers.

5.2 CHANGE OF SCHEDULING

- Any delays or changes in the project schedule initiated by Customer within 5 business days of the confirmed scheduled project work will result in a change order for an additional charge in an amount equal to the run rate* for the duration of the scheduled work impacted by the Customer-initiated delay or schedule change, not to exceed 2 weeks. Hourly Rate is based on ANM's current rate chart.
* Run Rate= Hourly Rate x Scheduled Hours
- If any subset of a project is not started within three months of the main project completion due to Customer enforced delays, that portion of the work will be automatically cancelled, a credit will be issued to Customer for the work not completed and the overall project will be closed out. Any cancelled work may be re-scoped as a new project at Customer request.

6.0 BILLING MILESTONES

Services for this project will be billed as a fixed fee for the amount provided on the accompanying ANM quote. Services will be invoiced monthly based on the percentage of project completion for the preceding month. Project completion percentage is calculated by the ANM Project Manager and will be reviewed during regular status calls prior to invoicing.

7.0 PROJECT AUTHORIZATION

We believe the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties subject to additional charges.

Authorized Customer Signature:	
Printed Name:	Date:
Authorized ANM Signature:	
Printed Name:	Date:

This SOW is subject to the terms of the applicable ANM Quote and any master services agreement (MSA) in place between ANM and Customer. This SOW shall be in effect until either party provides written notice of cancellation. This statement of work is valid for one year (365 days) after the signature date. After this period all services delivered will be invoiced at time and materials rates and the remaining project will be cancelled.



Mesa Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212-6014
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Board Action Item

Re: Resolution 26-19

To: Board of Directors
From: Carmen Parks, P.E., Engineering & Facilities Director
Through: J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: FY26 Capital Budget Amendment – Taxiway Golf Realignment / Reconstruction Phase 1 Project – CIP 1092
Date: April 21, 2026

Proposed Motion

To authorize an Amendment of the FY26 Capital Budget to provide an additional \$952,000 in funding for the Taxiway Golf Realignment / Reconstruction Phase 1 Project under CIP 1092, subject to receipt of Federal Aviation Administration and Arizona Department of Transportation Grants. The new project total will be \$16,241,000 which includes Design, Early Procurement GMP1, Preconstruction Phase Services, Construction Administration Services, and GMP2.

Narrative

The existing Taxiway Golf alignment, at the Mesa Gateway Airport (MGAA), consists of a 150-foot wide taxiway that connects the north end of each of the Airport's three Runways (12L, 12C, and 12R) with deteriorating concrete pavement and non-standard acute angles. The Pavement Condition Index (PCI) for most of the taxiway is poor, ranging from a PCI of 25 to 55, and the configuration does not meet current Federal Aviation Administration (FAA) Airport Design standards. The current acute angle entries at the runway ends provide poor pilot visibility resulting in an environment where a pilot can easily lose situational awareness. This project consists of the construction of a portion of a new concrete paved taxiway in accordance with FAA geometric requirements, and also includes a new Taxiway B1 located on the west side of Runway 12R south of existing Taxiway Golf, as well as new pavement for Taxiway Golf and Taxiway Golf1 on the east side of Runway 12R. This will result in 3 new 90-degree entrances to Runway 12R, which will be consistent with the latest revision of the Airport's ALP.

The contractor, Pulice Construction, Inc. (Pulice), was chosen through the use of a formal solicitation process, and is currently providing Pre-Construction Services. On March 17, 2026, the Board approved Resolution 26-09 authorizing GMP 1, Early Procurement, and Resolution 26-10 authorizing KHA to perform Construction Administration Services. The GMP 2, with Pulice, will cover the costs for the construction of the Taxiway Golf Realignment / Reconstruction – Phase 1 Project.

Fiscal Impact

Requesting that these funds, for the Construction of the Taxiway Golf Realignment / Reconstruction Phase 1 Project, be added and included in the FY26 Capital Budget under CIP 1092. MGAA anticipates receiving reimbursement in the future from FAA and ADOT Grants.

Attachment(s)

N/A



RESOLUTION NO. 26-19

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

WHEREAS the Authority desires to authorize an Amendment of the FY26 Capital Budget to provide an additional \$952,000 in funding for the Taxiway Golf Realignment / Reconstruction Phase 1 Project under CIP 1092, subject to receipt of Federal Aviation Administration and Arizona Department of Transportation Grants. The new project total will be \$16,241,000 which includes Design, Early Procurement GMP1, Preconstruction Phase Services, Construction Administration Services, and GMP2;

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 Amendment of the FY26 Capital Budget to provide an additional \$952,000 in funding for the Taxiway Golf Realignment / Reconstruction Phase 1 Project under CIP 1092, subject to receipt of Federal Aviation Administration and Arizona Department of Transportation Grants. The new project total will be \$16,241,000 which includes Design, Early Procurement GMP1, Preconstruction Phase Services, Construction Administration Services, and GMP2. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice 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 26-20

To: Board of Directors
From: Carmen Parks, P.E., Engineering & Facilities Director
Through: Scott Brownlee, Deputy Director/COO
J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject: Taxiway Golf Realignment / Reconstruction – Phase 1 Project – Construction
Manager at Risk Construction Services Contract GMP 2 – Pulice Construction, Inc. -
CIP 1092
Date: April 21, 2026

Proposed Motion

To authorize the executive Director/CEO and /or delegate to negotiate, and for the Executive Director/CEO to execute a Construction Manager at Risk Construction Services Contract Guaranteed Maximum Price 2 with Pulice Construction, Inc., for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$13,909,000 pending Federal Aviation Administration and Arizona Department of Transportation grant funding under CIP 1092.

Narrative

The existing Taxiway Golf alignment, at the Mesa Gateway Airport (MGAA), consists of a 150-foot wide taxiway that connects the north end of each of the Airport's three Runways (12L, 12C, and 12R) with deteriorating concrete pavement and non-standard acute angles. The Pavement Condition Index (PCI) for most of the taxiway is poor, ranging from a PCI of 25 to 55, and the configuration does not meet current Federal Aviation Administration (FAA) Airport Design standards. The current acute angle entries at the runway ends provide poor pilot visibility resulting in an environment where a pilot can easily lose situational awareness.

The contractor, Pulice Construction, Inc. (Pulice), is currently providing Pre-Construction Services and is actively working Guaranteed Maximum Price (GMP) 1 Early Procurement for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project. This project consists of the construction of a portion of a new concrete paved taxiway in accordance with FAA geometric requirements, and also includes a new Taxiway B1 located on the west side of Runway 12R south of existing Taxiway Golf, as well as new pavement for Taxiway Golf and Taxiway Golf1 on the east side of Runway 12R. This will result in 3 new 90-degree entrances to Runway 12R, which will be consistent with the latest revision of the Airport's ALP.

On March 17, 2026, the Board approved Resolution 26-09 authorizing GMP 1, Early Procurement, for this project with Pulice through the use of a formal solicitation process. GMP 2 will cover the costs for the construction of the Taxiway Golf Realignment / Reconstruction – Phase 1 Project.

Fiscal Impact

This project is included in the FY26 Capital Budget utilizing FAA and ADOT Grant funding, and MGAA Matching non-grant funds under CIP 1092.

Attachment(s) N/A



RESOLUTION NO. 26-20

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

WHEREAS the Authority desires to authorize the Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute a Construction Manager at Risk Construction Services Contract Guaranteed Maximum Price 2 with Pulice Construction, Inc., for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$13,909,000 pending Federal Aviation Administration and Arizona Department of Transportation grant funding under CIP 1092;

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 Executive Director/CEO and/or delegate to negotiate, and for the Executive Director/CEO to execute a Construction Manager at Risk Construction Services Contract Guaranteed Maximum Price 2 with Pulice Construction, Inc., for the Taxiway Golf Realignment / Reconstruction – Phase 1 Project in an amount not to exceed \$13,909,000 pending Federal Aviation Administration and Arizona Department of Transportation grant funding under CIP 1092. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of April, 2026.

Mark Freeman, Vice Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Jill Casson Owen, Attorney



Mesa Gateway Airport Authority
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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: February 2026 Financials
Date: April 21, 2026

Attached is the monthly Financials Report for February 2026.

Mesa Gateway Airport Authority
AIRPORT - All Operations P&L
February, 2026

	Month of February 2026				Y-T-D as of February 2026			
	February FY25 Actual	February FY26 Actual	YOY Variance	B/(W)	YTD FY25 Actual	YTD FY26 Actual	Y-T-D Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	28,221	49,536	21,315	76%	256,283	425,958	169,675	66%
Fuel Flowage Fees	63,026	81,340	18,314	29%	407,599	587,487	179,888	44%
Landing Fees	156,539	182,154	25,615	16%	1,121,447	1,376,920	255,473	23%
Lease Income Aero	395,234	380,792	(14,442)	-4%	3,127,064	3,338,923	211,859	7%
Fuel Sales	984,841	1,577,460	592,619	60%	6,105,440	10,800,777	4,695,337	77%
Services Sold - Aero	463,472	519,852	56,380	12%	3,538,691	3,823,209	284,518	8%
Sub-total Aero Operating Revenues	2,091,333	2,791,134	699,800	33%	14,556,524	20,353,274	5,796,750	40%
Non-Aeronautical Operating Revenues								
Concessions	130,281	127,728	(2,553)	-2%	959,866	939,568	(20,298)	-2%
Lease Income Non-Aero	110,625	140,027	29,402	27%	913,858	1,077,576	163,718	18%
Parking	323,030	351,080	28,050	9%	3,695,404	3,874,586	179,182	5%
Rental Car Fees	356,478	432,081	75,603	21%	1,940,909	2,006,586	65,677	3%
Svcs Sold - Non Aero	10,416	3,574	(6,842)	-66%	47,989	130,840	82,851	173%
Sub-total Non-Aero Operating Revenues	930,830	1,054,490	123,660	13%	7,558,026	8,029,156	471,130	6%
Total Operating Revenues	3,022,163	3,845,624	823,461	27%	22,114,550	28,382,430	6,267,880	28%
Operating Expenses								
Cost of Goods Sold	618,124	1,233,087	(614,963)	-99%	3,893,534	8,273,984	(4,380,450)	-113%
Personnel	970,805	1,008,300	(37,495)	-4%	7,780,758	8,151,395	(370,637)	-5%
Comm & Utilities	75,236	80,142	(4,906)	-7%	807,411	842,798	(35,387)	-4%
Contractual Services	609,875	706,875	(97,000)	-16%	4,916,807	5,289,521	(372,714)	-8%
Insurance	57,395	51,305	6,090	11%	471,711	426,368	45,343	10%
Other	23,464	120,087	(96,623)	-412%	195,112	299,266	(104,154)	-53%
Repair & Maintenance	48,285	42,290	5,995	12%	445,018	493,408	(48,390)	-11%
Supplies & Materials	76,660	48,390	28,270	37%	545,697	557,842	(12,145)	-2%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,479,844	3,290,476	(810,634)	-33%	19,056,048	24,334,582	(5,278,534)	-28%
Operating Income (Loss) Before Depreciation	542,319	555,148	12,826	2%	3,058,502	4,047,848	989,346	32%
	17.9%	14.4%			13.8%	14.3%		

Depreciation

1,435,871

11,485,573



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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: April 21, 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)
Invitation for Bid	2026-007-IFB	Baggage Tractor	April 2026
Request for Qualifications	2026-005-RFQ	CMAR for Taxiway Golf Realignment/Reconstruction – Construction Services – GMP 2	April 2026

Future Solicitations

No immediate solicitations needed.

Equipment Disposals

Fiscal year totals from sales of decommissioned / nonworking equipment total \$34,774.

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: J. Brian O'Neill, A.A.E., Executive Director/CEO
Re: Weighted Voting Rights Related to the Amended and Restated Joint Powers Airport Authority Agreement
Date: April 21, 2026

The Voting Rights (Section 8) of the Mesa Gateway Airport Authority Amended and Restated Joint Powers Airport Authority Agreement (Agreement) defines Member Government (Member) voting rights and weighted voting rights. Per the Agreement, each Member is entitled to a weighted vote equal to that Member's *cumulative investment* as a percentage of the total investment made by all current Members since 1993.

When utilizing a weighted vote, should any one Member's weighted vote calculated under the Voting Rights Section exceed 50%, then the weighted vote for that Member shall be deemed equal to the sum of the weighted vote of all the other Members combined. However, the weighted votes of all the Members combined must be adjusted so that the total weighted vote calculation equals 100%. As an example, if a Member's weighted vote is calculated at 68%, that Member's weighted vote would then be deemed to be 50%, with the remaining Members holding a proportionate share of the remaining 50% of the total weighted vote.

Based on the above criteria, the weighted vote calculation for fiscal year 2027 is as follows:

<u>Member Government</u>	<u>Unweighted</u>	<u>Weighted</u>
City of Mesa	77.03%	50.00%
Gila River Indian Community	10.19%	22.17%
Town of Gilbert	8.61%	18.74%
Town of Queen Creek	2.59%	5.64%
City of Apache Junction	1.58%	3.45%
Total	100.00%	100.00%