REQUEST FOR QUALIFICATIONS (RFQ)
GatewayEast Master Developer

PHOENIX MESA GATEWAY AIRPORT AUTHORITY (PMGAA)

Issue date: January 21, 2021

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<th>RFQ INFORMATION (Dates are Subject to Change)</th>
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<td>SOLICITATION NO.: 2021-016-RFQ</td>
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| Contact: Marian Whilden, Procurement Coordinator |
| Email Address: mwhilden@gatewayairport.com         |
| Phone: 480-988-7646                                |

Pre-Submittal Meeting (Via Zoom)
Date: February 11, 2021 Time: 10:30 AM (MST)
Participants must register prior to the meeting to receive the link to join. To register, send an email no later than February 10, 2021 to: mwhilden@gatewayairport.com

RFQ Submittal Mailing/Delivery Address
5835 S. Sossaman Road
Mesa, AZ 85212

Due Date for Questions and Clarifications
March 4, 2021 by 12:00 PM (MST)

RFQ Submittal Due Date:
March 22, 2021 by 1:59:00 PM (MST)*

Interviews (if conducted):
Week of April 19, 2021

RFP Issue Date:
Week of May 3, 2021

*Please note Arizona does not observe daylight savings time.

PMGAA’s Administration Offices are closed on Fridays, Saturdays, and Sundays therefore, submittals will not be accepted on these days.

Additional Information:
- Statements of Qualifications (SOQ) must be submitted in a sealed envelope.
- SOQs must have the solicitation number clearly indicated on the envelope/box.
- SOQs must have the Offerors name and address clearly indicated on the envelope/box.
- Receipts are available upon request.
- Late submittals will not be considered.
- PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.

Responses to questions received will be issued in an addendum to the Request for Qualifications and posted at www.gatewayairport.com under the Business|Procurements, Vendors & Public Notices section of the website. Offerors are responsible for checking the PMGAA website for any addenda that may be created for this solicitation.
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Public Record Notice

All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award.

Please note that PMGAA’s Procurement Policy requires:

If the Offeror deems any portion of its submittal as confidential, the Offeror must label each and every page of the confidential portions with: “Trade Secret”, “Confidential” and/or “Proprietary”. The Offeror must also list each of the materials it deems confidential at the beginning of its submittal, and provide a written, detailed justification for not making such material public, along with its submittal.

Additional information and requirements can be found in PMGAA’s complete “Public Access to Procurement Information” contained in PMGAA’s Procurement Policy that is available under the Policies, Documents and Forms link at:

https://www.gatewayairport.com/policiesdocumentsandforms

PMGAA encourages all Offerors to review this policy in its entirety prior to submitting a Statement of Qualifications.
REQUEST FOR QUALIFICATIONS
SOLICITATION #2021-016-RFQ
GatewayEast Master Developer

SUBMITTAL COVER SHEET

Name of Offeror: ______________________________________________
EIN#: ______________________________________________
DUNS#: ______________________________________________
Principal Address: ______________________________________________
Primary Point of Contact: ______________________________________________
Phone: ______________________________________________
Email: ______________________________________________

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions and commitments contained within
  the RFQ and any addenda issued and fully understands and accepts these terms by submission of an
  offer.
- The submission is being offered independently of any other Offeror and did not involve collusion or
  other anti-competitive practices.

By: ________________________________________  ___________________________
    Signature                    Date

________________________________________  ___________________________
Printed Name                             Title
A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section.

2. **Addenda.** If PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to PMGAA’s website. Offerors are responsible for obtaining all Addenda via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements, Vendors & Public Notices section or by other means. Any Addenda issued by PMGAA will become a part of the RFQ. Offeror shall acknowledge receipt of each Addendum by completing Attachment C and returning the document, as part of the Offeror’s submittal under this RFQ.

3. **Familiarization with Requirements.** It is the Offeror’s responsibility to examine the entire solicitation package and seek clarification of any requirement or contract terms that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.

4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of, nor pay any expenses related thereto, developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

5. **Inquiries.**
   a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
   
   b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing. All questions must be submitted by the date and time specified in this RFQ for PMGAA to consider its relevancy.
   
   c. **Oral Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA and available for review after a contract is awarded.

7. **Debarment/Suspended.** By submitting a Statement of Qualifications, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

8. **Protest of Solicitation or Specifications (Before Bid Opening).**
   a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five business days before opening bids or proposals.
   
   b. All protests must be made in writing to the Purchasing Director. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester’s failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
   
   c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.

9. **Protest of Award Recommendation.**
   a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director.
   
   b. A protest must be received by the Purchasing Director within five business days following public posting of PMGAA’s award recommendation. The formal protest must contain the following information.
      
      i. PMGAA’s solicitation identification number and title.
      
      ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
      
      iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
      
      iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
      
      v. A statement indicating the precise relief sought by the protester.
   
   c. The Purchasing Director will make a written decision on the protest within ten business days after it is received.
   
   d. The Protester may appeal the Purchasing Director’s decision to the Executive Director. Any appeal must be filed with the Executive Director within three business days after the protester receives the Purchasing Director’s decision.
e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on the appeal within 10 business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director’s consideration. The hearing officer shall promptly serve the recommendation on the protestee.

f. Upon receipt of the hearing officer’s recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than $50,000.

   For solicitations valued less than $50,000 or sustained protests, the Executive Director’s decision is final. For solicitations valued over $50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.

g. Notice of the Board’s final decision must be furnished to the protesting party, in writing, by the Purchasing Director.

10. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.

11. **Title VI Solicitation Notice.** PMGAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit statements of qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

12. **Conduct.** All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. Direct contact with PMGAA Board of Directors and/or PMGAA representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any PMGAA Board of Directors, and/or PMGAA staff or representatives may be cause for rejection of SOQs.

13. The final negotiated Master Developer Agreement shall include the provision that the selected Offeror comply to the requirements of 49 CFR Part 23, if applicable.

**B. SOQ PREPARATION AND SUBMITTAL**

1. **SOQ Preparation.**
   a. **Forms.** All SOQs shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
b. No Facsimile or Electronic Mail Responses. SOQs may not be submitted via facsimile or electronically. Facsimiles or other electronic mail SOQs shall not be considered.

c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with PMGAA’s Procurement Policy. Please review PMGAA’s complete “Public Access to Procurement Information” contained in PMGAA’s Procurement Policy that is available under the Policies, Documents and Forms link at: http://www.gatewayairport.com/policiesdocumentsandforms.

2. SOQ Submittal.
   a. Submission Package. One (1) original and the specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, “Statement of Qualification” and the name and address of the Offeror.

   b. Late Submittals. Late submittals will be rejected and returned to the Offeror.

   c. No Modifications. Modifications are not permitted after SOQs have been opened except as otherwise provided under applicable law, such as a specific request by PMGAA for a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original SOQ.

   d. Withdrawal of SOQ. SOQ submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format withdrawals shall not be considered.

3. SOQ Evaluation.
   a. Conformance to RFQ. Each SOQ received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ and to ensure that the submittal is fully responsive to the specifications listed.

   b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.

   c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror’s response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the SOQ and does not give Offeror an opportunity to revise or modify its submittal.
d. **Response Rejection.** Submission of additional terms, conditions and/or agreements with the SOQ response may result in rejection.

4. **Award of Contract.**
   a. **Rights of PMGAA.** PMGAA reserves the right to award to whichever Offeror(s) deemed most advantageous to PMGAA. PMGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with PMGAA.
   
   b. **Selection.** The contract shall be awarded using the criteria outlined in Section Two.
A. PROJECT DESCRIPTION

PMGAA is issuing a RFQ to solicit competitive SOQs from development firms or a group of firms that have assembled themselves into a master development team with expertise in large industrial developments located on or adjacent to public use airports. This RFQ is part one of a two-part process. Successful Offeror(s) under this RFQ will be invited to participate in a subsequent Request for Proposals (Future RFP) process through which PMGAA is seeking to create a public-private partnership that will maximize long-term revenues for both parties and generate economic benefit to PMGAA and the Greater Phoenix region through development of approximately 400 vacant acres of non-aeronautical land located at Phoenix-Mesa Gateway Airport.

The ideal team(s) selected to participate in the Future RFP will have significant experience in the development of large-scale commercial development including site planning, design, mix of building types and tenants, market analysis, marketing, deal structuring, public involvement, construction management, and real estate finance. Also, the ideal team(s) will have experience developing mixed-use property near an airport and demonstrate a general understanding of applicable Federal Aviation Administration (FAA) guidelines and regulations, including, but not limited to; grant assurances, aircraft noise, airport height restrictions, and safety and security issues.

B. AIRPORT OVERVIEW

Phoenix-Mesa Gateway Airport (Airport) has established itself as one of the fastest growing airports in the United States. The Airport is a FAA Part 139 commercial airport that served over 1.8 million passengers in 2019 with a varied fleet mix supporting 250,000 operations in 2019. In addition to its growing commercial passenger service, the Airport is home to many aerospace businesses, including Textron Aviation Service Center, Embraer, and Able Aerospace Services.

The Airport is comprised of approximately 3,000 acres and includes three (3) parallel runways, each approximately 10,000-feet in length. The Airport is at the center of a larger regional planning area called the Mesa Gateway Area. According to population and growth estimates from the Maricopa Association of Governments, the Mesa Gateway Area will be home to over 100,000 new jobs by 2035, making it one of the largest employment centers in Arizona and the Southwest United States. Within the last several years, the Airport has seen tremendous success in attracting the development of over 500,000 square feet in new industrial and aeronautical facilities. These investments are supported by a cost-effective operating environment, the availability of high-quality labor, ability to recruit new talent to an inexpensive location to live and work, and proximity to education and training services adjacent to the Airport such as Arizona State University, Chandler-Gilbert Community College, University of North Dakota, and the East Valley Institute of Technology (EVIT).

The Airport is owned and operated by the PMGAA, with a Board of Directors comprised of elected officials from its member communities: the City of Mesa, Town of Gilbert, Town of Queen Creek, the Gila River Indian Community, City of Phoenix and the City of Apache Junction. The partnership allows for an effective and efficient operating environment that has fostered a spirit of regional cooperation with regards to all development in and around the Airport.
G. GATEWAYEAST OVERVIEW

The GatewayEast area is approximately 400 acres of vacant land located on the east side of the Airport. GatewayEast is bounded, generally, by State Route 24 (SR24) to the north, Ellsworth Road to the east, Pecos Road to the south, and Taxiway Charlie to the west (See Exhibit 1, “Property”). The size and shape of the Property available for development may be modified during negotiations with the preferred Master Development team. The Property within GatewayEast is subject to FAA regulations and may only be controlled via an unsubordinated ground lease, not sold in a fee-simple manner.

VISION

GatewayEast will develop into a regional, mixed-use employment center. GatewayEast will leverage its proximity to the Airport, excellent freeway access, and surrounding residential growth to drive investment in commercial real estate. GatewayEast will be known internationally as a strategic location with comprehensive real estate solutions surrounded by a dynamic economic ecosystem designed to encourage business investment and growth.

REGIONAL TRANSPORTATION CONNECTIONS

The Property is located adjacent to the intersection of the Loop 202 Freeway and State Route 24 Freeway. The Property is bordered to the east by Ellsworth Road and to the north by Ray Road. Both Ray Road and Ellsworth Road are designated by the City of Mesa as six (6) lane arterials. Ellsworth Road is one of the busiest streets in the Phoenix Metropolitan area as it supported 54,000 vehicle a day in 2019. The citizens of the City of Mesa just approved a large Transportation Bond in November of 2020 which will provide funding for many significant transportation projects near the Property (See Exhibit 2).

The Arizona Department of Transportation, in conjunction with the Federal Highway Administration, has started construction on the State Route 24 (“Gateway Freeway”) extension. The extension section will include approximately five miles of new freeway extending from Ellsworth Road to Ironwood Drive. The project is expected to be completed in the Fall of 2022.

SITE ACCESS & CIRCULATION

PMGAA envisions one primary roadway, or “spine road,” that connects Ellsworth Road and Ray Road at the Williams Field Road and Hawes Road intersections respectively. The “spine road” will be a public roadway and will serve as the backbone for infrastructure for the Property. The City of Mesa and PMGAA are currently working to set the alignment for the entire “spine road” and engineering design of the first 800 linear feet westbound from Ellsworth Road. There are three (3) existing bridges that provide vehicular access to the Property from Ellsworth Road. A fourth bridge, at the Williams Field Road and Ellsworth Road intersection is being designed by the City of Mesa and will be constructed in the next 24-36 months. The Williams Field Road and Ellsworth Road intersection will be fully signalized. PMGAA has recently completed the Hawes Road connection from Ray Road into the north portion of the Property. The internal roadway systems of the Property, and potentially the remaining portion of the spine road, will be designed, funded, and constructed by the selected Master Developer.

UTILITIES

The City of Mesa is the water and wastewater provider at the Property. There is water and wastewater infrastructure in both Ray Road and in Ellsworth Road. The “spine road” is being designed to bring
water and wastewater connections further into the Property. PMGAA’s extension of Hawes Road into the north portion of the Property included water and wastewater connections. All additional water and wastewater infrastructure needs will be designed, funded, and constructed by the selected Master Developer.

Salt River Project (SRP) is the electric power provider at the Property. The principal service source for the Property will be a future distribution station which will be located on the eastside of Ellsworth Road just south of the State Route 24 Freeway. Additional service and support can be provided by the Teague Substation (less than 1.5 miles away) which will be located within the Scott Transmission Station on the north side of the State Route 24 Freeway. SRP is planning a 230kV line extension along the northern portion of the Property and PMGAA has already provided an easement to SRP to facilitate this expansion.

Southwest Gas is the natural gas provider at the Property. Southwest Gas has a 10” transmission line in Ellsworth Road adjacent to GatewayEast. Southwest Gas estimates the charges for design and construction to bring natural gas to the GatewayEast site to be between $75-$150 per linear foot of new natural gas line needed.

There are several telecommunication providers in the area that offer a variety of services including access to dark fiber. Cox Communications, CenturyLink (LUMEN), Alluvion and Zayo are common telecommunication providers in the area. Existing telecommunication infrastructure runs parallel to GatewayEast along Ellsworth Road.

ENTITLEMENTS
The City of Mesa is the regulatory agency for land use planning and permitting. The Airport and the Property is identified in the Mesa 2040 General Plan as a Specialty District. According to Mesa’s General Plan, “Specialty Districts are large areas with a single use such as an educational campus, airport, or medical facility. The character of these areas can have a significant impact on surrounding development either through the amount of traffic they generate, or the noise associated with their activities. Typical uses for this character type may be supported by retail, offices, hotels, or dormitories. Development in this character type maintains a campus feel and connection between buildings by having consistency in landscaping and signage and high-quality of building design and materials.”

The Property is currently zoned Light Industrial with a Planned Area Development (PAD) overlay (See Exhibit 3). The zoning supports most manufacturing, industrial and office land uses and provides allowances for additional development height. PMGAA encourages respondents to consider changes to the entitlements to maximize the development potential of the Property. However, PMGAA will not support any proposal to seek residential development rights.

PROPERTY CONDITION
PMGAA successfully completed an Environmental Assessment of the Property in March 2017 (See Exhibit 4). The Finding of No Significant Impact (FONSI) issued by the FAA details the authorization to pursue commercial development on the Property. The comprehensive report provides information of a variety of issues including, but not limited to, air quality, climate, hazardous materials, archaeological and cultural resources, and noise.
BUNKERS
There are four (4) concrete bunkers located within the Property (see Exhibit 5). PMGAA currently leases these bunkers to private entities for storage. PMGAA has maintained that the existing leases will be terminated or cancelled when development demand dictates. The leases are short-term in nature and all four leases are scheduled to expire in 2021 within limited options to extend.

AIRPORT SURVEILLANCE RADAR
An airport surveillance radar (ASR) is a radar system used at airports to detect and display the presence and position of aircraft in the airspace around airports. There is an ASR located adjacent to the Property (see Exhibit 6) which is secured by a perpetual easement. In its current state, the ASR imposes an air space easement with a 1,500 feet radius. PMGAA is currently working with the FAA to remove or modify the ASR to minimize development restrictions imposed on the Property.

D. THE GREATER PHOENIX REGION
Situated in the south-central region of Arizona, the city of Phoenix is surrounded by twenty other cities and towns that, together, make up the Greater Phoenix region. This area is the most heavily populated in the state and represents 70 percent of the state’s economy. With already 4.7 million people, Greater Phoenix’s population is expected to grow to a 5.6 million residents in the next 9 years. That means Greater Phoenix is outpacing the national rate more than three times over. In the past year, more than 150,000 people moved to the region from around the world. The Greater Phoenix region is young too – with an average age of 36, we are two years younger than the national average.

Economy
Seventy percent of the state’s gross product is concentrated in the Greater Phoenix region. The gross domestic product (GDP) of Greater Phoenix recently measured $237 billion, ranking it 16th among all metropolitan areas in the United States. Employment in Greater Phoenix has nearly doubled over the past 20 years. The latest total non-farm employment in the region was 2.2 million people.

Greater Phoenix has long been a center for technology and innovation. The region’s modern economy, built on high-technology semiconductor, aerospace and defense industries, includes world-class companies like Intel, On Semiconductor, Freescale, Boeing, Honeywell, Northrup Grumman, and others. While industries like semiconductor, aerospace and defense remain important sectors of the regional and state economy, new nascent industries, catalyzed by the region’s high-tech base, university-driven research, and entrepreneurial spirit are emerging. Some of the region’s burgeoning high-tech clusters include clean technology, additive manufacturing, information and communications technology (education technology, health IT), and personalized medicine.

In addition to being a high-technology center for mature industries, the region is home to one of the most entrepreneurial climates for emerging technologies in the country: The nationally renowned Kauffman Foundation ranked Arizona No. 1 in new business startups, Greater Phoenix is 3rd in the number of entrepreneurs per 1,000 people, and Inc. magazine ranks Greater Phoenix among the top 20 cities in startups.

Companies in Greater Phoenix enjoy the benefits of low business costs, minimal regulations and advantageous operating environments. Greater Phoenix offers a dynamic and competitive regional economy with business costs nearly 30 percent lower than neighboring California. The state also boasts
a minimalist regulatory approach, no corporate franchise tax, and is constitutionally recognized as a Right-to-Work state.

In addition to the overall pro-business climate of the state, Greater Phoenix maintains one of the lowest total payroll costs of all major metropolitan regions due to low rates of unionization, reduced workers compensation benefits, and minimal requirements for unemployment insurance coverage.

Arizona has taken giant strides over the years to keep business taxes low and improve business tax credits and other economic development programs. Companies have enjoyed consistent decreases in average employer and individual tax rates over the last decade. Below is a snapshot of some of the benefits businesses in Greater Phoenix enjoy:

- No corporate franchise tax
- No income tax on dividends from out-of-state subsidiaries
- No worldwide unitary tax
- Aggressive accelerated depreciation schedules
- 80 percent sales factor for corporate income tax, ramping up to a 100 percent option
- Low total payroll costs, including some of the lowest Fringe and Mandated Benefits in the country
- No sales tax on manufacturing equipment
- No inventory tax
- Low unionization
- Low workman’s comp and unemployment insurance
- Right-to-Work state

Arizona has also made a significant long-term commitment to being business-friendly as evidenced by the recent corporate income tax rate decrease to 4.9% in 2017.

**Education**

Universities in the Greater Phoenix region play a major role in developing technology and driving innovation. Arizona State University, the region’s flagship public research institution, has research strengths through:

- The Global Institute of Sustainability, the world’s first and largest solar testing and certification project
- TUV Rheinland Photovoltaic Testing Laboratory, the National Science Foundation’s only engineering research center focused on photovoltaics
- The Biodesign Institute, whose research centers around biomarkers and biosignatures
- The Fulton School of Engineering

Greater Phoenix is also home to a number of medical education and research centers, including the University of Arizona’s Medical School and Northern Arizona University’s allied health programs at the downtown biomedical campus, ASU-Mayo Clinic medical school, and medical education at Midwestern University and A.T. Still University. The market is anchored by top healthcare and treatment institutions such as the Mayo Clinic, Banner MD Anderson, Cancer Treatment Centers of America as well as Dignity Health and its nationally renowned Barrow Neurological Institute.

Arizona’s talented workforce stems from a continuous pipeline of graduates, many of whom began kindergarten in Arizona and continued on to earn a post-graduate degree here. For the thousands of
people who move here each month, Greater Phoenix offers a diverse school system with multiple options for elementary, secondary and post-secondary education.

Some notable universities in the region include:

- University of North Dakota
- Arizona State University
- Grand Canyon University
- Benedictine University
- Park University Gilbert
- Embry-Riddle Aeronautical University
- University of Phoenix
- DeVry University

The Maricopa Community Colleges network is the largest network of community colleges in the United States. It includes 10 colleges in the Greater Phoenix area, along with two skills centers and numerous education centers that are focused on meeting the needs of the business community and the citizens of Maricopa County. In total, the community colleges serve roughly 270,000 students. These community colleges provide technical training and education to prepare students for entrance into careers or to complete bachelor’s degrees at universities.

Maricopa’s new corporate college was established to quickly develop and implement training solutions for new and existing Arizona businesses based on specifically identified needs. Together, the community colleges in Maricopa County offer roughly 1,000 occupational programs (degrees and certificates), about 40 academic associate degrees and more than 10,000 courses. These colleges are the largest provider of health care workers and job training in Arizona, making them a significant resource for the business and health care industries.

**Infrastructure**

Modern infrastructure and continuous investment in transportation translate to a region that is easy to navigate. The region has a light-rail and bus rapid transit system, rail terminals with trailer and container capabilities, and a sophisticated highway system, including interstate routes that stretch to Los Angeles, the Midwest, Mexico and many other large markets. In fact, a company can reach about 30 million customers within a one-day drive. Connectivity within the market through a continually expanding freeway system, local bus routes and light rail allow a company access to a large labor pool. The region is also serviced by two rail systems, Union Pacific and Burlington Northern Santa Fe, allowing companies to transport goods efficiently.

**Quality of Life**

In a state that’s just over 100 years old, Greater Phoenix is among the nation’s largest metros. More than 150,000 people from all over the globe moved to this region last year and are enjoying over 300 days of sunshine, desert and mountain landscapes, educational assets (for their children or for higher education opportunities), four professional sports teams and a thriving arts and culture scene. Hundreds of independently owned restaurants, bars and boutiques embody the heart of Greater Phoenix. Arizona hosts almost 40 million overnight visitors per year, and nearly 13 percent of those are from places outside of the United States.
E. POTENTIAL SCOPE OF WORK FOR FUTURE RFP

This RFQ is part one of a two-part process. With respect to the Property subject to this RFQ, the successful Offeror(s) will be invited to participate in a future Request for Proposals (Future RFP) for development of the Property, anticipated to be issued on or about the week of May 3, 2021. The objective of this RFQ is to identify Offeror(s) who are qualified to perform the work to be solicited under the Future RFP, as described below, as it may be modified in the Future RFP documents. Successful Offeror(s) under this RFQ will be the only companies invited to participate in the Future RFP.

Successful Offeror(s) under the Future RFP may be required to perform, through its own personnel or personnel of pre-approved sub-contractors, services including, but not limited to such analytical, pre-development and development services, as are described herein. Additionally, the successful offeror is expected to recruit Property tenants/users as well as facilitate such opportunity through a pre-negotiated commitment to invest in the Property development upon such terms and conditions as will be established following selection of the prospective successful offeror and negotiation of the applicable contractual provisions.

The successful Offeror(s) under the Future RFP may be engaged to perform the following roles and tasks together with such other tasks and responsibilities as are necessarily implied in the foregoing and such additional tasks and responsibilities as the parties may agree upon in the negotiation of the final Master Development Agreement:

**Pre-development and Development Support Professional Services**

1. Assist PMGAA in creating optimal development, vision and strategies for the Property to ensure greatest marketability, optimum return, and maximum overall community impact.

2. Provide development ideas/opportunities for the Property while conforming to PMGAA’s policies, procedures, Airport Master Plan, and current zoning ordinances. (There are no preconceived notions as to the structures or uses that could be proposed, and offerors are encouraged to provide creative options to stimulate economic growth opportunities and job creation. Offeror must have the capacity to provide detailed sources and uses of funds analysis, reflecting current and projected market conditions, for both specific projects and the overall development, if applicable.).

3. Provide due diligence through performing testing surveys, planning & entitlement processes, and restriction evaluations.

4. Assist PMGAA in advertising and marketing the development of select Airport land parcels, including evaluation and recommendation of all applicable covenants, restrictions, and compatibility requirements, if any.

5. Complete a site feasibility assessment and define an appropriate site and infrastructure plan and development plan for leasing of the Property. Specifically, the feasibility assessment will include:
   a. Review of Airport Master Plan, Airport Layout Plan (ALP), and zoning relevant to redevelopment of the Property.
   b. Competitive assessment to identify specific uses for property within the Property.
   c. Specific site uses to be studied include:
i. Warehouse/Distribution/Logistics
ii. Manufacturing
iii. Research and Development
iv. Corporate Office Park
v. Retail
d. Evaluate existing easements, right of ways and current and planned infrastructure.

6. Consult and coordinate with a qualified civil engineer to create a site plan, infrastructure plan (to include utilities and roadways and drainage) and potentially a subdivision/plat plan for efficient land development purposes.

7. Investigate any rezoning and ALP revision initiatives as contemplated by the site plan and pursue any and all property entitlements which may be required.

8. Investigate the availability for public incentives and the economic development tools listed in Exhibit 7 to assist in the redevelopment of the Property.

9. Assist PMGAA with preparation of various real estate documents as may be required or desired to give effect to the Property development plan including revisions and/or updates to the ALP and/or Airport Master Plan.

10. Assist with the representation of PMGAA in connection with presentations made to PMGAA member governmental bodies as well as to the other entities if requested.

11. Coordinate with adjacent landowners on development planning and represent PMGAA interests in local and regional planning initiatives.

**Real Estate Development Actions**
Pursuant to such master plans and development plans as are approved by PMGAA and the FAA, the successful Offeror(s) under the Future RFP may be engaged to perform tasks including, but not limited to the following:

1. Coordinate and manage all construction and site improvements in compliance with PMGAA’s policies and procedures as well as all applicable laws, including FAA regulations.

2. Develop an overall leasing strategy to implement the development plan for the Property.

3. Engage and hire an architect and other design professionals to complete the schematic drawings for development within the Property.

4. Develop project budgets and pro forma financials for development within the Property.

5. Provide evidence reasonably satisfactory to PMGAA of the availability of adequate financing for the construction of the development, or such portion thereof as shall be acceptable to PMGAA as the initial development objective.

6. Identify and interview prospective tenants for the Property.
7. Reach an agreement regarding (1) the financial terms (e.g., the term, the base ground rent and any escalations) of the ground leases for the development, and (2) the financial terms of the facilities leases (e.g., the term and the base rent and any escalations, operating expenses, insurance and taxes, and tenant allowance, if any), which ground lease financial terms and facilities lease financial terms shall be based on the approved financial parameters for development within the Property.

8. Explore available state and local programs for potential tax credits and other subsidies, including the negotiation of an agreement with the appropriate parties to obtain certain tax incentives, subsidies and investments, to support development and the other improvements to be located within the Property and complete and submit the necessary applications therefor.


10. Coordinate legal, appraisal, survey, and title work; including PMGAA in preparation of draft document packages as required for transactions involving development.

11. Be responsible for leasing, construction and site improvements within the Property.

12. Be responsible for coordinating and managing any subcontractors involved in tasks performed related to development.

13. Provide monthly reports on the status of its assignments, including project timelines and action plans.

F. SUBMITTAL REQUIREMENTS
Companies interested in responding to this solicitation should submit a SOQ organized in such a way as to follow the general criteria listed below. Information included within the SOQ may be used to evaluate your company as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. Offeror is to Submit the Following:

Tab A – Table of Contents (with page numbers)

Tab B - General Information (maximum of one page)
1. Cover Letter identifying the full company name, and a brief introduction of the company as it relates to the Potential Scope of Work under the Future RFP.
Tab C - Offeror Organization

Section 1: Company Information and Experience

1. Provide the below information for each entity included as a proposed primary contracting entity (including each prospective member of a joint venture):
   a. Legal Name of Company.
   b. Doing Business under Other Company Name? If Yes, Name of Company.
   c. Headquarters Address.
   d. City, State, Zip Code.
   e. Web Site Address.
   f. Number of Years in Business.
   g. Total Number of Employees.
   h. List of applicable Arizona or national licenses.
   i. Names and titles of senior management, including the proposed project manager.

2. Describe its “typical” real estate investment philosophy.

3. Describe how the company would collaborate with local constituencies to ensure a satisfactory outcome for all parties involved.

4. Describe any sanctions, adverse hearings, or proceedings by governmental or professional organizations against themselves or any proposed team members within the last ten (10) years. For all incidents, Offerors will provide the current status and details on any resolutions.

5. Provide a description of their proposed team, listing and describing the types of professionals as well as their education, licensing, and background. Respondents will describe their team’s experience across the Southwest generally and Arizona specifically.

6. Describe their experience in working with or coordinating efforts with others in similar projects.

7. Provide an organizational chart with names and titles of the proposed team members.

8. Provide total amount of building square footage delivered, by product type (Industrial, Office, Retail), for prior three (3) full calendar years.

Section 2: Subcontracting Entities

List any subcontractors that are proposed to be used in providing the required services identified in the Potential Scope of Work under the Future RFP. The subcontractor’s responsibilities under the proposal, the subcontractor’s form of organization, the name and title of the subcontractor’s proposed project manager, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. The listing shall include a statement of all relevant qualifications, experience, business acumen, industry position, and resources of the proposed subcontractor which will be utilized in this effort.
Tab D - Specific Experiences, Successes, and References
Describe all relevant experiences, successes, failures and references which the Offeror wishes to have PMGAA consider in the evaluation of the submission. At a minimum, the Offeror should complete the following questionnaire for at least three (3) reference projects. For each reference project, identify the proposed team members that provided services which are the same or similar to those services that are anticipated to be requested in the Future RFP, along with a description of each team members’ role on those projects. The more similar the referenced services are to those requested in this RFQ the greater weight will be attached to the references in the evaluation process.

1. Identify the specific responding company that provided the services
2. Identify the proposed team members that provided services and the role they played in the project.
3. Client Name
4. Address
5. City, State, Zip Code
6. Project Manager
7. Telephone Number
8. E-Mail
9. Number of Employees in Client Organization
10. Project Scope of Services/Goals
11. Contract Award
12. Completion Date
13. Initial Contract Amount
14. Final Contract Amount
15. Describe how the client's goals were met and describe the development projects
16. Discuss significant obstacles to completing the developments, and how these obstacles were overcome
17. Is the client still utilizing your Company for Development Services?
18. What was the cost/financing structure of the contract?

Tab E - Experience, Qualifications and Industry Acumen of the Proposed Team Members
Highlight the experiences, qualifications and industry acumen of its team on similar assignments, of a similar magnitude (350+ acres). It should do so by responding to the following points with reference to the projects listed in Tab D and with reference to any other activities which Offeror believes is relevant to its evaluation by PMGAA:

1. Describe their approach and methods for identifying, marketing, leasing, and developing properties to achieve the highest possible return to the owner
2. Provide timelines for the development process, along with key milestones, and task dependencies
3. Identify key industry relationships which have been developed in similar projects or related circumstances
4. Provide a detailed description and/or examples of their approach to complex or difficult developments and include descriptions of any innovative techniques that have been successfully utilized to maximize value to the owner
5. Provide any other information which it believes is relevant to the evaluation of its submission in accordance with the submittal instructions.

**Tab F - Demonstrated Understanding and Approach to Project**
1. Describe its general approach to the Potential Scope of Work under the Future RFP, including any innovative ideas proposed or used on prior efforts.

2. Describe its understanding of the local environment and local factors relevant to the prospective success of the project including but not limited to local market conditions, local business conditions, local business resources, and typical local real estate development practices, with the focus on using such understanding to facilitate the timely and efficient development of the Property.

**Tab G – Market Condition Responsiveness**
1. Describe its flexibility to respond rapidly and efficiently expand or contract its team and prospective approach, costs and resources to respond to opportunities and/or other changing circumstances. Of particular interest will be the team members’ demonstrated experience in working with or coordinating efforts with governmental entities and the entity’s other third-party advisors.

**Tab H - Financial Acumen and Resources**
1. Describe the ability of the team to develop, communicate and implement a realistic plan for the financial approach to the development of the Property including the ability to deliver financial resources and sources. The Offeror should emphasize financial development undertaken at similar scale or under similar circumstances.

2. Describe their team’s analytical and financial analysis capabilities, including proficiency in real estate valuation and marketing.

3. Describe Annual Sales and Revenue for prior 3 full fiscal years.

4. Describe its financial capability to serve as a master developer and deliver on the services outlined in the Potential Scope of Work for the Future RFP. Offeror should describe the “typical” sources of capital and the manner in which Offeror raises capital for projects. Offeror should describe any of its competitive advantages relative to capital sourcing

**Tab I - Resumes (maximum of two pages each)**
1. Provide professional resumes for each team member
Tab J - Signed Attachments
1. Attachment A, Standard Certifications
3. Attachment C, Addenda Acknowledgement (if applicable)

G. EVALUATION CRITERIA
PMGAA will evaluate the responses on the basis of the quality of the submissions considering the responding company’s team as a whole, and, with respect to joint submittals, considering the organizational structure of a proposed joint venture and the experiences of the members of the venture in working together in other circumstances. Each submission will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Points</th>
<th>Category</th>
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<tbody>
<tr>
<td>10</td>
<td>Offeror Organization</td>
</tr>
<tr>
<td>50</td>
<td>Experiences, Industry Acumen and Proposed Team Members</td>
</tr>
<tr>
<td>15</td>
<td>Project Understanding and Approach</td>
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<tr>
<td>5</td>
<td>Market Condition Responsiveness</td>
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<tr>
<td>15</td>
<td>Financial Acumen and Resources</td>
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<td>5</td>
<td>References</td>
</tr>
<tr>
<td>100</td>
<td>Total Score</td>
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H. SUBMITTAL INSTRUCTIONS
1. Offerors must submit one (1) original and five (5) copies of their SOQs for a total of six (6). In addition, Offerors shall provide one (1) complete electronic copy of the SOQ and all attachments on a flash drive.

2. The SOQ may not exceed twenty-five (25) single-sided pages with a minimum of eleven (11) point type. Submissions exceeding the page limit may be considered non-responsive and may be returned to the responder without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.

The following information is not included in the page limit:
1. Submittal Cover Sheet
2. Tabs
3. Table of Contents
4. General Information
5. Attachment A, Standard Certifications
7. Attachment C, Addenda Acknowledgement
8. Resumes for each key team member, maximum of 2 pages each

3. Offeror must organize their SOQs into the sections listed in Section Two, Subsection F, Submittal Requirements. Each section should be delineated by a divider with a tab labeled appropriately, and each subsection should have a tab. SOQs should be sturdily bound by plastic or metal three ring binder only. All sheets should be letter size (8½”×11”) and must have a page number.

4. Failure to include all information requested may cause such incomplete SOQs to be rejected and not be evaluated or considered in the selection process.

5. SOQs must be submitted in a sealed envelope with the solicitation number and the Offeror’s name and address clearly indicated on the envelope. SOQs must be received by or before the date listed in the RFQ by 1:59 PM MST (Arizona) time at the following address:

   ATTN: Marian Whilden
   Phoenix-Mesa Gateway Airport Authority
   5835 S. Sossaman Road
   Mesa, AZ  85212

6. LATE SOQs WILL NOT BE ACCEPTED.

I. SELECTION PROCESS

1. PMGAA will appoint an evaluation panel to evaluate each Offeror’s qualifications. Using the criteria and weighting listed herein, the evaluation panel will rank the Offerors in order of highest to lowest score.

2. PMGAA may contact and interview references provided by each Offeror. If contacted, references will be scored under the References category in the Evaluation Criteria.

3. The evaluation panel may, at its sole discretion, select the highest ranked Offerors solely based on the evaluation panel’s scoring of the Offerors’ SOQs and references without interviews or additional submissions to be invited to participate in the Future RFP.

4. Alternatively, the evaluation panel may, at its sole discretion, create a short list of the top-ranked Offerors and thereafter conduct interviews regarding the project with the short-listed top-ranked Offerors. If interviews are conducted, the evaluation panel will re-score the short-listed Offerors according to the Evaluation Criteria and re-rank the short-listed Offerors in order of highest to lowest score and determine those Offerors to be invited to participate in the Future RFP.
5. Offerors may be evaluated in accordance with the Evaluation Criteria using information obtained by any combination of the following: 1) SOQs submitted in response to this RFQ; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the SOQ or not.

6. A notification will be posted on the Airport web site following a selection determination.
Section Three – Standard Terms and Conditions

1. **Certification.** Offeror certifies:
   a. The award of this Contract did not involve collusion or other anti-competitive practices.
   b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
   c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.

2. **Dispute Resolution.**
   a. **Negotiations.** If a dispute arises out of or relates to this Contract or its breach, the parties to this Contract shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
   b. **Mediation.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations, the parties to this Contract, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Contract, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Contract, but subject to reallocation following binding dispute resolution.
   c. **Binding Dispute Resolution.** Should the parties to this Contract be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Contract, commence formal dispute resolution proceedings. Both parties to this Contract consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Contract, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Contract are excused from this arbitration requirement and the parties to this Contract shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs as determined by the arbitrator or court as applicable.

3. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.

4. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.

5. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.

6. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
7. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.

9. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.

10. **Applicable Law.** This Contract shall be governed by, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.

11. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.

12. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA’s property in any way, Offeror shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.

13. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

14. **Subcontracts.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether subcontractors are used.

15. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party’s existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror’s services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
16. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the “Indemnitees”), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror’s acts, errors, omissions, or mistakes relating to Offeror’s services under this Contract.

17. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

18. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.

19. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA’s expense, inspect the place of Offeror’s or any of Offeror’s subcontractor’s business, which is related to the performance of this Contract or related subcontract.

20. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party (“Required Act”), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (“Force Majeure Event”), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Contract, the financial inability of Offeror to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years’ climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.

21. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.

22. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.

23. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.

24. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA.
Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.

25. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys’ fees, for any alleged infringement of any person’s patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.

26. **Records and Audit Rights.** Offeror’s and all of its approved subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as “Records”), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror’s and its subcontractor’s actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.

27. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror’s and any of Offeror’s subcontractor’s employee who works on this Contract to ensure the Offeror is complying with this paragraph.

28. **Availability of Project Funding.** This Contract’s approval and continuation is conditioned on the availability of funds appropriated by PMGAA for this purpose. If funds are not available or appropriated for the Contract’s requirements, PMGAA may terminate the Contract.
Complete Attachment A by checking the applicable box(s) and/or providing responses. Failure to complete this Attachment A in its entirety and submit with Offeror's SOQs will result in Offeror's submittal being deemed nonresponsive and not evaluated.

If Offeror cannot affirmatively certify to statement number 1 below, Offeror's submittal will be rejected and will not be evaluated.

1. Offeror hereby □ certifies □ does not certify
   That this engagement, if selected, will not result in a conflict of interest.

If Offeror cannot affirmatively certify to statement number 2 below, PMGAA will consider Offeror's written response to determine if it’s submittal will be accepted and be evaluated.

2. Offeror hereby □ certifies □ does not certify
   That it has no known business or financial relationships between Offeror or Offeror's company and members of the PMGAA Board.

   If Offeror does have known business or financial relationships, please list them below:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

By signature below, Offeror certifies that the information in this Attachment is true, and accurate.

________________________________________   ______________________________
Signature        Date

________________________________________   ______________________________
Printed Name        Title
Attachment B
Authorization for Release of Performance Information and Waiver

The purpose of this disclosure is to provide references to PMGAA. Offeror hereby consents that as an Offeror to PMGAA’s Solicitation 2021-016-RFQ, GatewayEast Master Developer for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror’s RFQ submittal and any other government entity for whom this company has performed Master Developer Services, to disclose and release to PMGAA, or their representatives, information, records and opinions concerning this company’s past performance.

_______________________________________ (Offeror) hereby waives any claim it may have against PMGAA or any company or entity providing information to PMGAA by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

_______________________________________
Signature of Offeror

_______________________________________
Date
Attachment C
Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the PMGAA website at www.gatewayairport.com under the Business | Procurements, Vendors & Public Notices section or by other means (see Section One, Subsection A, paragraph 2, Addenda).

Failure to acknowledge, and include this form in Offeror's submittal, may cause Offeror's SOQ to be deemed nonresponsive. If no addenda were issued, Offeror does not need to include this attachment in its SOQ.

Offeror hereby acknowledges receipt of the following addenda issued by PMGAA for solicitation 2021-016-RFQ (fill in Addendum Number and Date Issued).

Addendum No. _______ Date Issued: ____________________
Addendum No. _______ Date Issued: ____________________
Addendum No. _______ Date Issued: ____________________
Addendum No. _______ Date Issued: ____________________
Addendum No. _______ Date Issued: ____________________
Addendum No. _______ Date Issued: ____________________

By: ____________________________________  ___________________________
    Signature                   Date

____________________________________  ___________________________
    Printed Name                  Title
GatewayEast Property Overview Map

LEGEND

GatewayEast Property

Airport Boundary/
Property Line

Created: 1/20/21
Sources: PMGAA, City of Mesa
& Maricopa County
Phoenix-Mesa Gateway Airport Authority
makes no claims concerning the accuracy
of this map nor assumes any liability resulting
from the use of the information herein.
COPYRIGHT 2021
Exhibit 2

2020 Mesa Moves
Bond Program Information Guide

MESA MOVES
Connecting People to Places

Regional Roadway Improvements

Arterial Road Reconstruction

Active Transportation

Solicitation 2021-016-RFQ

www.mesaaz.gov/mesamoves
What is Mesa Moves?
Last Summer, the City of Mesa launched the Mesa Moves – Connecting People to Places Campaign. Over the course of several months, more than 6,000 digital surveys were completed which asked our residents a series of questions about what was most important to them regarding Mesa’s transportation system. In addition to the survey instrument, 4 public meetings, 5 focus groups and 8 individual stakeholder interviews were held seeking further community feedback.

The feedback from thousands in the community was the desire to have safe, well-connected and maintained streets that minimizes traffic congestion.

This input helped the City identify potential transportation projects that meet these needs including constructing new streets to improve connectivity in growing parts of our City, widening and rebuilding existing roadways in older areas, making accident-prone intersections safer and adding more bike and pedestrian lanes throughout the City.

This November 3rd General Election ballot will have a question asking Mesa voters to decide on a 2020 Mesa Moves Bond Program. The program is made up of projects in three main areas:

Regional Roadway Improvements

Arterial Road Reconstruction

Active Transportation

What are Arterial Road Reconstructions?
Several arterial street segments have fallen below the City's Transportation Department’s acceptable condition levels and need to be fully rebuilt. Roadway segments identified for reconstruction have been selected based on factors such as age, pavement condition, repair history, and safety. Pavement and the road base below the pavement will be removed and reconstructed on the identified segments. If bond funding is approved, the City’s Transportation Department will evaluate and prioritize these street segments and reconstruct them based on the criteria above and available funding. Examples of potential arterial reconstruction projects include: Broadway Road from the Tempe city limit to Country Club Drive and Stapley Drive from Main Street to McKellips Road.

What are Active Transportation Projects?
This category is for construction projects to enhance Mesa’s bicycle and pedestrian network to promote connectivity and healthy living. Example projects include shared-use pathways along canals/freeways, separated bike lanes on roadways and enhanced pedestrian improvements like traffic signals. Projects will be identified through a public participation process and prioritized based on safety, connection to existing bike and pedestrian paths and community support. If bond funding is approved, the City’s Transportation Department would evaluate and prioritize these projects based on the criteria above and available funding. Examples of potential active transportation projects include: Red Mountain Shared Use Path along Power Road from the SR202 Park and Ride to the North City limit.
2020 Mesa Moves Bond Program Summary

General Obligation Street Bond

Regional Roadway Improvements
$93.0M
Widen existing streets, improve intersection capacity and safety, and/or construct new arterial street segments that benefit the region

Arterial Road Reconstruction
$7.0M
Reconstruct street segments

Bond Total: $100.0M

Maricopa Association of Governments Reimbursements

Regional Roadway Improvements
$4.0M
Widen existing streets, improve intersection capacity and safety, and/or construct new arterial street segments that benefit the region

Arterial Road Reconstruction
$38.0M
Reconstruct street segments

Active Transportation
$20.0M
Enhance bike and pedestrian network

Reimbursement Total: $62.0M
Program Total: $162.0M
2020 Mesa Moves Bond Program Summary

$100 million General Obligation Bond

$62 million Regional Reimbursements

Regional Roadway Improvements
Arterial Road Reconstruction
Active Transportation

*$100 million General Obligation Bonds qualifies Mesa to receive $62 million in regional reimbursement to complete additional transportation projects in Mesa.
Signal Butte Road Improvements: Williams Field to Pecos

▸ PROJECT DESCRIPTION:
Construct Signal Butte Road as a new 4-lane arterial street with median for one mile between Williams Field Road and Pecos Road. Two new traffic signals at the Signal Butte Road and Williams Field Road intersection and the Signal Butte and Pecos Road intersection will be constructed as part of this project.

▸ BENEFITS:
This new connection will provide a direct highway interchange location to the State Route 24 Freeway offering regional connections to State Route 202L and Ellsworth Road. The construction of Signal Butte Road to the south will provide a second north-south continual connection between the south border of the City of Mesa and the US-60 in southeast Mesa.

Signal Butte Road Improvements: Pecos to Germann

▸ PROJECT DESCRIPTION:
Construct Signal Butte Road as a new 2-lane arterial street with streetlights for one mile between Pecos Road and Germann Road. One new traffic signal at the Signal Butte Road and Germann Road intersection will be constructed as part of this project. Project funded by the Town of Queen Creek.

▸ BENEFITS:
This new connection will provide a direct highway interchange location to the State Route 24 Freeway offering regional connections to State Route 202L and Ellsworth Road. The construction of Signal Butte Road to the south will provide a second north-south continual connection between the south border of the City of Mesa and the US-60 in southeast Mesa.

Broadway Road: Mesa Drive to Stapley

▸ PROJECT DESCRIPTION:
Construct new right-turn lanes in all directions at the intersection of Broadway Road and Stapley Drive, address safety needs identified in the project corridor, add new bicycle lanes to Broadway Road, widen existing sidewalks, reconstruct the asphalt pavement on Broadway Road from Lesueur to Spur (approximately 1 miles), reconstruct three traffic signals, construct a new storm drain on Stapley Drive from Broadway Road to 8th Avenue to address localized flooding issues, and convert streetlights to LED technology. In addition to transportation items, various utilities will be upgraded along the Broadway Road corridor with the project.

▸ BENEFITS:
The project will update the streetscape along Broadway Road enhancing the safety for all users and the aesthetics of the corridor. The capacity enhancements at the Broadway Road and Stapley Drive intersection were found to be the most cost effective and will help as other adjacent intersection (Mesa/Broadway and Stapley/Southern) have been recently improved.

Ellsworth Road: South City Limits to SR24

▸ PROJECT DESCRIPTION:
Construct an additional travel lane and paved shoulder for the northbound and southbound directions to widen Ellsworth Road to a six-lane arterial street.

▸ BENEFITS:
This section of Ellsworth Road carries the most daily traffic of any street segment in Mesa. Adding capacity to the street will reduce congestion along Ellsworth Road during all times of day.
Stapley and University Intersection
▶ PROJECT DESCRIPTION:
Construct new right-turn lanes at the intersection of Stapley Drive and University Avenue in the northbound, southbound and eastbound directions. Various utility work will be performed at the intersection to accommodate the new right-turn lanes.
▶ BENEFITS:
Main Street was recently narrowed with the construction of the light rail. More traffic has shifted to University Avenue during peak travel times. The additional right-turns lanes will add additional through capacity and reduce the number of rear-end crashes at the intersection.

Val Vista: Pueblo to US 60
▶ PROJECT DESCRIPTION:
Build out the intersection at Val Vista Drive and Southern Avenue to include dual left-turn lanes, three through lanes and a right-turn lane in each direction and to construct three northbound and southbound lanes on Val Vista Drive from US 60 to Pueblo Avenue where they do not exist today. Additional improvements will include the upgrade of three traffic signals, bike lanes on Val Vista Drive, and conversion of the streetlights to LED technology.
▶ BENEFITS:
The buildout of the Val Vista Drive and Southern Avenue intersection will increase capacity and reduce congestion that occurs at the intersection during peak travel hours.

Sossaman and Baseline Intersection
▶ PROJECT DESCRIPTION:
Construct a new westbound right-turn lane and an additional southbound left-turn lane at the Sossaman Road and Baseline Road intersection.
▶ BENEFITS:
Improve traffic flow to/from the US 60 Sossaman Road Interchange for traffic coming to/from the east. Additional turn lanes have been studied and will reduce the number of crashes occurring at the intersection.

Ray Road Connection to Ellsworth
▶ PROJECT DESCRIPTION:
Construct a realigned 6-lane arterial roadway ½ mile west of Ellsworth Road to align with the existing Ray Road east of Ellsworth Road.
▶ BENEFITS:
Currently, Ray Road is misaligned by approximately 550 feet at Ellsworth Road creating two signalized intersection and multiple turns for motorists on Ray Road. The project will align Ray Road for a more efficient travel experience. With the realignment Ray Road will be continuous through Mesa.
Williams Field Road: Ellsworth to State Route 24

**PROJECT DESCRIPTION:**
Construct a new 6-lane arterial street segment from Ellsworth Road to the State Route 24 interchange including medians, bike lanes, sidewalks and LED streetlights. Construct a new traffic signal at the Ellsworth Road and Williams Field Road intersection. Construct a new bridge over the Ellsworth Drainage Channel to provide access to the future east entry of Phoenix-Mesa Gateway Airport.

**BENEFITS:**
This new street will provide a connection between the State Route 24 interchange and Ellsworth Road and future entrance to development on the Phoenix-Mesa Gateway Airport.

Elliot Road: Sossaman to Ellsworth

**PROJECT DESCRIPTION:**
Construct a 6-lane arterial from Sossaman Road to Ellsworth Road including medians, bike lanes, sidewalks, drainage enhancements to fix flooding issues and LED streetlights. Construct new traffic signal at the Elliot Road and Hawes Road intersection.

**BENEFITS:**
This project will be a continuation of the Elliot Road Technology Corridor Project (Ellsworth Road to Signal Butte Road) to the west.

Sossaman Road: Ray to Warner

**PROJECT DESCRIPTION:**
Construct a new 4-lane arterial street segment from Ray Road to Warner Road including medians and an underpass at the State Route 202L. Construct a new traffic signal the at Ray Road and Sossaman Road intersection.

**BENEFITS:**
This project will provide another access point for the "Inner Loop" section of Mesa that is bisected by the State Route 202L.

City Share Program

**PROJECT DESCRIPTION:**
The City has standards for roadway and infrastructure improvements that are required by the developer as part of development projects that benefit the travelling public. Sometimes the needs of the City exceed the required standard improvements. This project would provide funding for the City's participation in the cost share for constructing or widening major streets and installing new streetlights that are built in conjunction with development projects.

**BENEFITS:**
This cost sharing would be for additional roadway infrastructure or "oversizing" of the utility infrastructure above the standard improvements required of the developer. The developer is responsible for the cost of the standard improvements and the City pays for the additional improvements.
Project Descriptions

Arterial Road Reconstruction

Arterial Reconstructions

► PROJECT DESCRIPTION:
Several arterial street segments have fallen below the City’s Transportation Department’s acceptable condition levels and need to be fully rebuilt. Roadway segments identified for reconstruction have been selected based on factors such as age, pavement condition, repair history, and safety. Pavement and the road base below the pavement will be removed and reconstructed on the identified segments. The estimate to complete all reconstructions exceeds the proposed bond funding. If bond funding is approved, the City’s Transportation Department would evaluate and prioritize these street segments and reconstruct them based on the available funding.

Project Descriptions

Active Transportation

Active Transportation

► PROJECT DESCRIPTION:
Construction projects to enhance Mesa’s bicycle and pedestrian network to promote connectivity and health. Projects will be identified through public feedback process and prioritizing people and places. Example project types include shared-use pathways along canals/freeways, separated bike lanes and enhanced pedestrian improvements. The estimate to complete all Active Transportation projects exceeds the proposed bond funding. If bond funding is approved, the City’s Transportation Department would evaluate and prioritize these projects based on the available funding.
What is a Bond Program?
A municipal bond is a form of debt obligation that, when issued, provides a local government with funds to finance large capital improvements. A Bond Program includes both the authority to issue bonds and a listing of the purposes for which the funds may be used. General Obligation Bond programs, such as the 2020 Mesa Moves Bond Program, require voter approval.

What can General Obligation Bonds be used for?
General Obligation Bonds allow the City to pay for major capital improvements having a public purpose, such as public safety facilities, as well as quality of life enhancements related to libraries, streets, parks and recreation, and cultural facilities. Bonds are sold to investors and the proceeds from the sale of these bonds are used to pay for capital projects. Bond funds cannot be used for everyday operating costs for programs such as softball leagues, classes at senior centers, police officers or fire fighters. Such operating expenses are paid for by annual revenue that support the City’s General Fund such as transaction privilege tax revenue and fees for service.

How are funds repaid that are received through the issuance of General Obligation Bonds?
General Obligation Bonds are backed by the full faith and credit of the City of Mesa, which means that the City is obligated to pay back the bonds plus interest by pledging its ad valorem taxing power. As such, the City uses secondary property tax revenues to repay the General Obligation Bonds in the form of annual principal and interest payments. If the Mesa Moves 2020 Bond Program is voter approved, the estimated impact to a typical homeowner’s secondary property tax bill over the life of the bond is $25-$28 per year. The estimated average tax rate for the proposed bond authorization is $0.18 per $100 of assessed limited property valuation used for secondary property tax purposes.

Who determined the projects that are included in the bond program?
The City Council ultimately approves the projects that are proposed in the Bond Program. Projects are identified through several means including citizen and City Council input, and staff recommendations. Some of the projects included in the 2020 proposal were identified during the Mesa Moves - Connecting People to Places Campaign. The projects were reviewed with City Council. On June 4, 2020, the Mesa City Council approved a resolution to include the 2020 General Obligation Bond proposal on the November 2020 ballot.

Will the projects in the bond program be modified?
The projects included in the bond program represent the priorities of the City Council. The goal of the bond program is to complete the projects in a timely manner and within approved budgets. There are several factors that can influence a project being completed, including land acquisition cost, construction cost, and operating cost. These factors can result in a project being delayed or re-prioritized. Conversely, if costs are low, resulting in budget savings, additional projects/improvements may be possible. All projects are considered individually by City Council and must be approved prior to construction. The projects specified in this guide may change.

How large is the Mesa Moves Bond Program?
The City is proposing the approval of a $162 million 2020 Bond Program comprised of a $100 million General Obligation Bond requiring voter approval and, if approved, leveraging $62 million in reimbursements from the Maricopa Association of Governments (MAG) to go towards Regional Roadway Improvements. The program is made up of projects in three main areas:

- **Regional Roadway Improvements**: $97 million
- **Arterial Road Reconstruction**: $45 million
- **Active Transportation**: $20 million

A summary of project information is included in this information guide.

When is Election Day?
The election will be held on Tuesday, **November 3, 2020**. This guide is not a part of the informational pamphlet that will be provided to voters in connection with the election. Voters should review the informational pamphlet for additional details on the Bond Program and the election.

How can residents learn more about the City’s proposed Bond Program?
Residents can view all related Bond Program related information and material on the City’s web site at: [www.mesaaz.gov/mesamoves](http://www.mesaaz.gov/mesamoves).
Exhibit 3
City of Mesa Zoning Information

See following pages
City of Mesa Planning

2006 Planning and Zoning Board/Hearing Officer Application

ADDRESS or LOCATION: 5835 S Sossaman Road - Williams Gateway Airport Authority

Date of Pre-submittal Conference: ____________ Pre-submittal Number: ____________

REQUEST:
☐ Rezoning and Site Plan Review
☐ Rezoning, Preliminary Plat, and Site Plan Review
☐ Modification of an existing Council approved Site or Land Use Plan
☒ Development: Master Plan Update
☐ Preliminary Plat, only
☐ Site Plan Review per Ordinance Condition
☐ Modification to an Ordinance

PLAT NAME:

_____________________________________________________________________________________

DESCRIPTION (zoning change and development request):

Update the lot plan to the Williams Gateway Airport to account for actual development and revised Airport Master Plan (AMP)

LEGAL DESCRIPTION AND SIZE OF EACH PARCEL (to the nearest 1/10 acre):

Existing Zoning: M-1 DMP (Approved May 20, 1996).

General Plan Designation: Public/Semi-Public and General Industrial

OWNER:
Williams Gateway Airport Authority

Original signature required

Lynn P Kusy, C M, C A E, Executive Director

5835 S Sossaman Road

Mesa, AZ 85212

480-988-7600 (area code) phone number

480-988-2315 (area code) fax number

lkusy@flywga.org e-mail address

APPLICANT:
Williams Gateway Airport Authority

Original signature required

Casey Denny, Deputy Director

5835 S Sossaman Road

Mesa, AZ 85212

480-988-7600 (area code) phone number

480-983-2315 (area code) fax number

cdenny@flywga.org e-mail address
DEPARTMENT USE ONLY

Fee: $2010.00
Case No. 207-14

Pre-Plat Name: _________________________________

PHO Date: 4/15/07
Council Intro Date: 4/11/07

P&Z Date: ________________
Council PH Date: 5/7/07

Action: Approval with Conditions
Action: Approval with Conditions

Continued from: 2/1/07, 3/1/07
Continued from: __________

Vote: ________________
Vote: 7-0

PN Published: 1/17/07
PN Published: 4/21/07

Posting Date: 3/21/07
Ord. Map Published: 5/19/07

Ordinance No. 41091

Approved Zoning: Amendment to the WGA DMP

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

RELATED CASES

Zoning Cases: Z86-58, BA96-18, Z96-23

Design Review Cases: _________________________________

BOA/ZA Cases: _________________________________

Subdivision Files: _________________________________
ORDINANCE NO 4691

AN ORDINANCE AMENDING SECTION 11-2-2 OF THE MESA CITY CODE, CHANGING THE ZONING OF CERTAIN PROPERTY DESCRIBED IN ZONING CASE Z07-14, ADOPTING AN OFFICIAL SUPPLEMENTARY ZONING MAP AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS.

Section 1: That Section 11-2-2 of the Mesa City Code is hereby amended by adopting the Official Supplementary Zoning Map for Zoning Case (Z07-14), signed by the Mayor and City Clerk, which accompanies and is annexed to this ordinance and declared a part hereof.

Section 2: The Official Supplementary Zoning Map annexed hereto is adopted subject to compliance with the following conditions:

1. The basic development as described in the project narrative and as shown on the DMP site plan submitted (without guarantee of lot yield, building count, or lot coverage).
2. Compliance with Ordinance 3181 except as amended below.
3. Review and approval through the public hearing process identified in the Zoning Ordinance of future development plans and phases.
4. Review and approval by the Design Review Board of all commercial, office, restaurant, and retail buildings which exceed 20,000 sq. ft. of building area and are located on lots or parcels abutting Sossaman Road.
5. Review and approval by the Design Review Board of all buildings which exceed 35,000 sq. ft. of building area and are located on lots or parcels abutting Sossaman Road.
6. Site Plan Review through the public hearing process identified in the Zoning Ordinance for all buildings and development which exceed 100,000 sq. ft. of building area.
7. Compliance with all requirements of the Design Review Board.
8. Compliance with all City development codes and regulations

Section 3 PENALTY.

CIVIL PENALTIES.

Upon finding that a person is responsible for a civil violation of this Title, the Civil Hearing Officer shall impose a civil sanction of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) for each violation. In determining the appropriate sanction the Civil Hearing Officer may assess against the responsible party the City's personnel, mailing, and other costs incurred in investigating and hearing the case, not to exceed a maximum of five hundred dollars ($500.00)

EACH DAY SEPARATE VIOLATION:

Each day in which a violation of this Title continues, or the failure to perform any act or duty required by this Title or by the Civil Hearing Officer continues, shall constitute a separate civil offense

HABITUAL OFFENDER

A. A person who commits a violation of this Title after previously having been found responsible for committing three (3) or more civil violations of this Title within a twenty-four (24) month period – whether by admission, by payment of the fine, by default, or by judgment after hearing – shall be
guilty of a criminal misdemeanor. The Mesa City Prosecutor is authorized to file a criminal misdemeanor complaint in the Mesa City Court against habitual offenders. For purposes of calculating the twenty-four (24) month period under this Subsection, the dates of the commission of the offenses are the determining factor.

B. Upon conviction of a violation of this Section, the Court may impose a sentence of incarceration not to exceed six (6) months in jail; or a fine not to exceed two thousand five hundred dollars ($2,500.00), exclusive of penalty assessments prescribed by law; or both such fine and imprisonment. The Court shall order a person who has been convicted of a violation of this Section to pay a fine of not less than five hundred dollars ($500.00) for each count upon which a conviction has been obtained. A judge shall not grant probation to or suspend any part or all of the imposition or execution of a sentence required by this Subsection except on the condition that the person pay the mandatory minimum fines as provided in this paragraph.

C. Every action or proceeding under this Section shall be commenced and prosecuted in accordance with the laws of the State of Arizona relating to criminal misdemeanors and the Arizona Rules of Criminal Procedure.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this ____ day of _____, 2007.

APPROVED:

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

CITY OF MESA
CORPORATE SEAL
MARICOPA COUNTY, AZ
OFFICIAL SUPPLEMENTARY ZONING MAP
AMENDING THE CITY OF MESA ZONING MAP

Z07-14
Amendment to the WGA DMP
Ord. 4691
3,020± ac.
The 5200 to 6700 blks of
South Sossaman Road

Please be advised that the attached zoning changes were approved by the Mesa City Council on May 7, 2007 by Ordinance # 4691. If you have any questions concerning these changes, contact the City of Mesa Planning Division at 480-644-2385.

Mayo

ATTEST: [Signature]
CITY CLERK

DATE: May 7, 2007

CITY OF MESA
CORPORATE
MARICOPA COUNTY, AZ.
9. Discuss, receive public comment, and take action on the ordinances introduced at a prior Council meeting. Any citizen that wants to provide comment should submit a blue card to the Clerk before the item is voted on. If a citizen wants to comment on an item listed with an asterisk (*), a blue card must be given to the Clerk before Council votes on the consent agenda.

*9b Z07-14 (District 6) The 5200 to 6700 blocks of South Scssaman Road (both sides, east to Ellsworth Road) Modification to the existing Williams Gateway Airport Development Master Plan (±3,020 ac.). This case involves the development of Williams Gateway Airport. Lynn F. Kusy, Executive Director, Williams Gateway Airport Authority, owner, Casey Denny, Deputy Director, Williams Gateway Airport Authority, applicant – Ordinance No 4691. (Notified property owners, registered neighborhoods and homeowners’ associations.)

PHO Recommendation: Approval with Conditions.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council’s vote on the consent agenda.

Mayor Hawker called for the vote.

Camea unanimously
6. Introduction of the following ordinances and setting May 7, 2007 as the date of the public hearing on these ordinances:

* 8b. Z07-14 (District 6) The 5200 to 6700 blocks of South Sossaman Road (both sides, east to Ellsworth Road). Modification to the existing Williams Gateway Airport Development Master Plan (±3,020 ac). This case involves the development of Williams Gateway Airport. Lynn F. Kusy, Executive Director, Williams Gateway Airport Authority, owner, Casey Denny, Deputy Director, Williams Gateway Airport Authority, applicant. (Notified property owners, registered neighborhoods and homeowners’ associations.)

PHO Recommendation: Approval with Conditions

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council’s vote on the consent agenda.

It was moved Councilmember Griswold, seconded by Vice Mayor Walters, that the consent agenda items be approved.

Carried unanimously
MINUTES OF THE APRIL 5, 2007 PLANNING HEARING OFFICER HEARING

Item. Z07-14 (District 6) The 5200 to 6700 blocks of South Sossaman Road (both sides, east to Ellsworth Road) District 6. Modification to the existing Williams Gateway Airport Development Master Plan (+3,020 ac.) This case involves the development of Williams Gateway Airport. Lynn F Kusy, Executive Director, Williams Gateway Airport Authority, owner; Casey Denny, Deputy Director, Williams Gateway Airport Authority, applicant. CONTINUED FROM THE FEBRUARY 1, 2007 AND MARCH 1, 2007 MEETINGS.

Comments. Jennifer Gniffke, Planner II, gave an overview of the project adding that this request has two parts. The first is to amend the conditions of the original Development Master Plan in place for the Williams Gateway Area and the second is to update the Development Master Plan map. She continued that staff supports the changes and is recommending approval with conditions.

Mike Williams, Development Manager for Williams Gateway Airport Authority, 5835 S. Sossaman, applicant, stated that the staff report and packet were very complete and he had nothing to add.

Hearing Officer Petre stated that the land use map did not designate uses for the area north and east of the runways off of Ellsworth Road. He asked Mr. Williams what was planned for that area. Mr. Williams responded that the Airport Master Plan identified that area as a future passenger terminal complex.

Hearing Officer Petre then asked Mr. Williams to explain the Airport Authority's Design Review Committee process. Mr. Williams explained that it is similar in nature to the City's planning approval process.

Further discussion ensued concerning the Design Review Committee process and appeals, the renewed transportation focus in the area and how the rest of the property in the area is reviewed for development.

The Planning Hearing Officer recommends to the City Council approval of zoning case Z07-14 conditioned upon:

1. The basic development as described in the project narrative and as shown on the DMP site plan submitted (without guarantee of lot yield, building count, or lot coverage).
2. Compliance with Ordinance 3181 except as amended below.
3. Review and approval through the public hearing process identified in the Zoning Ordinance of future development plans and phases.
4. Review and approval by the Design Review Board of all commercial, office, restaurant, and retail buildings which exceed 20,000 sq. ft. of building area and are located on lots or parcels abutting Sossaman Road.
5. Review and approval by the Design Review Board of all buildings which exceed 35,000 sq ft of building area and are located on lots or parcels abutting Sossaman Road.
6. Site Plan Review through the public hearing process identified in the Zoning Ordinance for all buildings and development which exceed 100,000 sq ft. of building area.
7. Compliance with all requirements of the Design Review Board.
8. Compliance with all City development codes and regulations.

Reason for Recommendation: The proposal is in conformance with the Mesa General Plan.

Note: CD's of the Planning Hearing Officer Hearings are available in the Planning Division Office for review.
MINUTES OF THE MARCH 1, 2007 PLANNING HEARING OFFICER HEARING

Item:  **Z07-14 (District 6)**  The 5200 to 6700 blocks of South Sossaman Road (both sides, east to Ellsworth Road), District 6. Modification to the existing Williams Gateway Airport Development Master Plan (±3,020 ac.). This case involves the development of Williams Gateway Airport. Lynn F. Kusy, Executive Director, Williams Gateway Airport Authority, owner; Casey Denny, Deputy Director, Williams Gateway Airport Authority, applicant. **CONTINUED FROM THE FEBRUARY 1, 2007 MEETING.**

Planning Hearing Officer Petrie continued zoning case Z07-14 to the April 5, 2007 meeting.

Reason for Recommendation: The Hearing Officer felt a continuance was warranted

* * * * *

**Note:** *CD's of the Planning Hearing Officer Hearings are available in the Planning Division Office for review.*
MINUTES OF THE FEBRUARY 1, 2007 PLANNING HEARING OFFICER HEARING

Item  Z07-14 (District 6)  The 5200 to 6700 blocks of South Sossaman Road (both sides, east to Ellsworth Road)  District 6  Modification to the existing Williams Gateway Airport Development Master Plan (±3,020 ac.). This case involves the development of Williams Gateway Airport  Lynn F. Kusy, Executive Director, Williams Gateway Airport Authority, owner, Casey Denny, Deputy Director, Williams Gateway Airport Authority  applicant

Comments.  Ryan Matthews, Planner I, gave a brief overview of the project adding that the applicant should be submitting the proper documentation required to be on the March 1, 2007 agenda.

The Planning Hearing Officer continued zoning case Z07-14 to the March 1, 2007 meeting.

Reason for Recommendation  This case was continued due to the applicant’s commitment to have the necessary materials submitted for the March meeting.

*** *** ***

Note:  CD’s of the Planning Hearing Officer Hearings are available in the Planning Division Office for review.
Case Information

CASE NUMBER: Z07-14
LOCATION/ADDRESS: The 5200 to 6700 blocks of South Sossaman (both sides east to Ellsworth road)
GENERAL VICINITY REQUEST: Williams Gateway Airport
PURPOSE: Modification of conditions of Ordinance 3181 and update of the Williams Gateway Airport DMP map
COUNCIL DISTRICT: District 6
OWNER/APPLICANT: Williams Gateway Airport Authority
STAFF PLANNER: Dorothy Chimel

SITE DATA
PARCELS: various including 304-37-004E, 304-36-001B, 304-50-002V, 304-36-002F
PARCEL SIZE: 3,020 acres ±
EXISTING ZONING: M-1 DMP
GENERAL PLAN USE: Public/Semi Public and General Industrial
CURRENT LAND USE: Airport operations and ancillary functions

SITE CONTEXT
NORTH: 202 Freeway and vacant industrial land
EAST: GM Proving Grounds and vacant industrial land
SOUTH: Pending industrial development and vacant industrial land
WEST: ASU Williams Campus and related development

CASE HISTORY:
Date          Action / Description
July 16, 1941 Army Air Corps broke ground on its "Advanced Flying School"
Feb 1942      The military base was renamed "Williams Field," after Arizcna-born pilot Charles Linton Williams
Jan 1948      The base was designated "Williams Air Force Base"
Feb 6, 1985   Annexation into the City of Mesa (Ord 1908)
1991          Impending closure of Williams Air Force Base announced
1992          The State Governor approved the Williams Air Force Base Economic Reuse Plan
Sept 1993     Closure of Williams Air Force Base
Mar 1994      Reopening of the airport
May 1994      Establishment of the Williams Gateway Airport Authority (WGAA) to oversee airport operations and development of the aviation industrial park surrounding the runways
Sprng 1995   ASU East and Maricopa Community College begin classes at the new campus
June 2, 1996  ±4,248 acres rezoned from County IND-2 to City PF and M-1, subject to future site plan review
              Subject site granted PF zoning (Z86-58, Ord #2095)
May 7, 1996   Comprehensive sign plan approved for the commercial/industrial areas of the Williams Gateway Airport site (BA96-18)
May 20, 1996  Entire airport site (±3,020 acres) rezoned from PF to M-1-CMP to establish the Williams Gateway Airport Development Master Plan Approved, conditioned to review by DR, P&Z, and/or CC, based on building size and location of development (Z55-23, Ord #3181)

STAFF RECOMMENDATION: Approval with conditions
PHO RECOMMENDATION: ☒ Approval with conditions  □ Denial
PROJECT DESCRIPTION/REQUEST

There are two parts to this request. One part is to amend conditions of the original DMP, specifically conditions, 2 and 9 of Ordinance #3181, which read as follows:

2. Review and approval by the Planning and Zoning Board and City Council of future development plans and phases;

9. Review and approval by the Planning and Zoning Board, Design Review Board, and City Council of all buildings greater than 100,000 sq ft;

The proposal is to change the above conditions to better reflect recent Zoning Ordinance changes by City Council, to allow Site Plan Review and Site Plan Modifications to be determined by the Planning and Zoning Board (or Planning Hearing Officer), without continuing on to Council (unless there is an appeal to the board's decision).

The other part of the request is to update the DMP map to more closely match the existing and anticipated lot layouts and land uses. Street patterns have been slightly adjusted since the DMP was created which has affected the accessibility to the aircraft movement areas on some lots. Over time, there have been changes in the demand for various uses and greater attention to airport security and accessibility to the taxi lanes, resulting in the need to update the land use map.

The language of the recommended conditions also reflect minor changes in accordance with the current practice of wording such conditions based upon input from the city attorney's office.

MODIFICATIONS

The modifications currently in place with the DMP, as identified in the exhibits originally submitted with the 1996 case (Z96-23), would continue to be in place (except that the previous request to allow communication towers without a special use permit is not a modification that can be approved through the DMP overlay district since land uses cannot be changed through the overlay zone). The modifications approved in 1996 are included in the following chart which also includes many of the standards of development approved as part of the DMP:

\[
\begin{array}{|c|c|c|c|}
\hline
\text{Lot Frontage} & \text{Setback requirements per Lot Type} \\
\hline
\text{Setbacks} & \text{Lot Type A} & \text{Lot Type B} & \text{Lot Type C} \\
 & \text{Interior Lots} & \text{Air Operations Area frontage lots} & \text{Air Operations Area frontage lots on island} \\
 & & (lots back up to the flight line, taxiway, ramp, or apron) & \text{(lots surrounded by flight line, taxiway, ramp, apron and do not have frontage on a public street)} \\
\hline
\text{Front Yard} & 20' & 20' & 10' \\
\text{Street Side Yard} & 20' & 20' & 10' \\
\hline
\end{array}
\]
| Side Yards | 10' required to be landscaped per City of Mesa standards except Landscaping to be up to the front face of the building Remaining side yard setback where "security fenced" shall be Paved, or decomposed granite, or Landscape with plants under 18" in height | 10' |
| Rear Yard | 10' when adjacent to Airport Operations Area Setback to be clear of storage, equipment, structures, parking, landscaping and aircraft staging 25' setback, if lot is adjacent to an airport operations service road | 10' when adjacent to Airport Operations Area Setback to be clear of storage, equipment, structures, parking, landscaping and aircraft staging 25' setback, if lot is adjacent to an airport operations service road |

For Corner lots, street frontages are considered front yards Corner lots do not have rear yards Yards are to be free from structures except for a maximum 3 foot projection allowed for awning, eaves, overhangs, windows, cooling devices or similar building features Setbacks shall be increased by two feet where the end of a parking space abuts a setback A 6' minimum exterior Clear Zone area, free of any obstructions along the Air Operations Area edge fence line is required with a recommended 10 to 20 feet where possible This Clear zone area is to be landscaped with material under 18" in height, or paved, or have decomposed granite

| Screening and Screen Walls | Buildings on the flight line and/or surrounded by the apron or taxiway are not required to have any screening device (wall or hedge) at the areas where aircraft circulation and operation would be impeded Access to Air Operations Area is restricted Air Operations Area edge fence subject to Federal Aviation Administration requirements Service areas must be screened so as to not be visible from the public street(s) and adjacent lots Screening from the public street will be with a 6' high wall (min) Areas not visible from the public street may use vegetation which provide a proper visual barrier |
| Outdoor storage | Lots that have rear yards backing up to the flight line, apron or taxiway will be allowed open storage in the side yard, except that outdoor storage is not allowed in the required side yard setback Neither aircraft nor aircraft components shall be parked or stored within any required yard, but may be moved across a required yard Outdoor storage not allowed within any required setback area Where the rear yard is adjacent to the Air Operational Area and the rear yard is an aircraft staging area or Clear Zone Area, outside storage shall be restricted to side yards, but not within the side yard setback |
| Landscaping | Landscaping is not required where the lots are located on the flight line and are surrounded by apron or taxiway Landscape standards are per the Landscape, streetscape and signage master plan A 6' minimum exterior Clear Zone area, free of any obstructions along the Air Operations Area edge fence line is required with a recommended 10 to 20 feet where possible This Clear zone area is to be landscaped with material under 18" in height, or paved, or have decomposed granite The DMP includes a complete Landscape Master Plan, which is filed within zoning case Z6-23 |
| Parking and Access | Use | Parking requirement (minimum) |
| Office, Retail/service, Day Care | 1 parking space / 375 sq ft GFA |
| Warehouse | 1 parking space / 900 sq ft GFA |
| Manufacturing | 1 parking space / 600 sq ft GFA |
| Hangars | 1 parking space / 2,000 sq ft GFA |
| Medical or Dental Offices and Outpatient Clinics | 1 parking space / 200 sq ft GFA |
| Hotel | 1 space / guest room plus ancillary use requirements |
| Restaurant | 1 space / 75 sq ft GFA and outdoor seating area |
| Health/ Fitness Facility | 1 space / 100 sq ft GFA excluding courts, which require 2 spaces / court |
Each site is to have a minimum of 5 parking spaces.

Shared parking, not located on site is allowed provided cross access easements are included as a part of the lease agreement.

Parking is not allowed in the front yard area. Where a parking space abuts a setback, the width of the setback shall be increased by two feet.

Use of cross access easements and shared driveways suggested along Sossaman Road. Median cuts are discouraged.

Covered parking spaces (buildings used strictly for offices without hangar space) shall provide one covered space per office or suite.

In cases of fractional results in calculating parking requirements, numbers will be rounded up to the nearest whole number if the fraction is equal or greater than 5.

Buildings which include more than one type of use, such as hangar space and office space, will be required to meet parking requirements for all use types within the development.

Parking lot areas must be screened from public streets with a 3’ high barrier.

<table>
<thead>
<tr>
<th>Building Height</th>
<th>60’ maximum height on all hangars built north of the terminal building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building separation</td>
<td>15 feet between buildings, regardless height</td>
</tr>
</tbody>
</table>

**Mechanical and Electrical Equipment**

Ground mounted mechanical and electrical equipment

- such as main gas meters, electrical switching equipment, fire sprinkler nsers and other utility services shall be located on the side or rear of the buildings (when not adjacent to the Air Operational Area).
- To be screened from the public street by earth berms and/or landscaping.
- To be painted with colors compatible with the architecture.

Building mounted mechanical and electrical equipment

- Screened from view.
- Architecturally suitable material compatible with the design, materials and color of the main structure.
- Due to visibility of rooftops from the air, minimizing or screening of rooftop equipment is encouraged.

Telecommunications equipment (under 40 feet does not require a Special Use Permit)

- Not located within the front yard setback.
- Rooftop locations should be avoided.
- Total height of equipment shall not exceed a height of 12’ above natural grade.

- Screened from view with landscaping, architectural materials or a combination of both.

**Refuse Areas**

- Screened with a 6’ high masonry wall.
- Materials and colors to be compatible with the architecture.
- Not allowed within any required setback.

**Loading Dock Bay Areas**

- Screened from the public street with a 6’ high (minimum) masonry wall.
- Off street loading spaces shall be paved and be at least 10’ by 30’.
- Screened from adjacent lots - Landscaping may be used for screening.

**Building Design**

- Materials to be an asset to the airport image.
- Use of reflective surfaces and mirrored window glazing is discouraged and may be prohibited in certain locations.
- Entryways should be designed and placed as integrated elements.
- Four sided elevations with detailing on all sides.
- Incorporate concrete block at least 18” high (split face, fluted, scored) at the foundation of corrugated metal or pre-engineered metal buildings.

Building elevations fronting along Sossaman shall be of higher quality and standard.

- Use of masonry construction required for building frontage along Sossaman.
- At least half of the building height required to use concrete block starting at the foundation of the building.
- Wrap concrete block around the corners of the building and gradually taper down.

T Hangars visible from the public street.

- Utilize an increased landscape plan along the street frontage.
- Include public restrooms and aircraft wash rack areas in the design.
NEIGHBORHOOD PARTICIPATION
The required citizen participation process has been followed; staff has not received any inquiries regarding this proposal. There have been no requests for a neighborhood meeting. A Citizen Participation report is included in the packet.

CONFORMANCE WITH THE GENERAL PLAN
The Williams Gateway Airport and the DMP has two designations: Public/Semi Public and General Industrial. Mesa 2025 Definitions, Goals, Policies and Objectives which support this request follow.

Public/Semi-Public, P/SP
Identifies areas where other educational (including libraries), institutional (hospital, church), cemetery, governmental (federal, state, county, municipal, etc.), utility (electric substations and overhead corridors, water treatment facilities and well sites, wastewater treatment facilities), storm water facilities, recreational (golf courses and driving ranges) and airport uses are appropriate.

General Industrial, GI
Identifies areas where intensive or hazardous manufacturing, assembly, and storage operations and indoor/outdoor storage takes place. Residential use is not permitted in this category. Appropriate locations offer direct principal arterial and arterial road access, connections to potable water and sanitary sewer, and proximity to public safety services. General Industrial areas are to be isolated and are appropriately buffered from other less intense employment or residential areas. General Industrial areas are located on and with direct access to principal arterial and arterial streets, rail facilities, and airports.

The Williams Gateway Area is one of eight economic activity areas that describe existing and future employment and business concentrations have been identified. A variety of Goals, Objectives and Policies have been established in the Mesa 2025 General Plan follow, which relate to the WGA area and airport. Goal LU-1. Develop a land use pattern throughout the City that creates orderly municipal growth, achieves compatibility with surrounding communities, and is consistent with other plans and programs of the City.

- Objective LU-1.1 Create the most advantageous economic and environmental balance of build-out land uses based on community and regional characteristics.
- Objective LU-1.3 Ensure that the land use pattern throughout the community is compatible with the provisions of all elements of the General Plan and the corresponding master plans prepared by the City.
  - Policy LU-1.3a Continue to evaluate the relationships between the land use pattern and issues related to the subjects of the other General Plan elements.
  - Policy LU-2.1c Provide for a quality mixture of development in the Williams Gateway Sub-Area that recognizes the need for the creation of employment, appropriate housing, and protection of the operation of Williams Gateway Airport.
  - Policy LU-2.2c In conjunction with Williams Gateway Airport and major landowners in the Williams Gateway Sub-Area, prepare a plan that provides for innovative employment, residential, and public uses, creates a second urban center in this area; is compatible with the Land Use Map in this Land Use Element;
- Goal ED-1 Foster and sustain long-term economic growth for the City of Mesa
Objective ED-1 1 Increase and maintain Mesa’s employment to population ratio to at least the top quartile of Maricopa County communities by attracting and retaining competitive and quality jobs.
  o Policy ED-1.1a Proactively market the City of Mesa to prospective employers and businesses seeking to expand or relocate in the metropolitan Phoenix area
  o Policy ED-1.1b Target recruitment efforts at companies that bring high-quality, value added jobs to the community.
  o Policy ED-1.1c Focus recruitment and retention efforts in key employment sectors established as priority clusters in Mesa.
  o Policy ED-1.1d Promote Mesa as an excellent location for regional or local corporate headquarters
  o Policy ED-1.1e Promote Mesa as a location for international business and trade.

Goal ED-2 Identify and prepare strategic locations for economic growth

Objective ED-2 1 Support the development of key employment centers/corridors throughout the City of Mesa
  o Policy ED-2 1a Promote the development of an efficient combination of mixed uses at the employment centers/corridors.
  o Policy ED-2.1d Continue to promote, improve, and protect transportation-related employment centers, including Falcon Field, Power Road Corridor, Red Mountain Freeway Corridor, Superstition Freeway Corridor, Union Pacific Railroad Corridor, and Williams Gateway Airport.

STAFF ANALYSIS

Staff is in support of the request and has forwarded recommended conditions of approval which would retain the tiered approach to review of development proposals dependent upon the location and visibility of those proposals yet also acknowledging airport operations, and aviation needs. Also, minor changes to the ordinance language has been recommended due to some confusion in the past regarding when a building needs to be reviewed through a city process.

The request to reformat Ordinance 3181 conditions 2 and 9 has been accomplished through recommende condition 3, which is worded to reflect that future review would occur through the Planning and Zoning Board (PZBd), or Planning Hearing Officer (PHO), as allowed per the Zoning Ordinance chapter 18 and the PHO Guidelines. This reflects the recent change to the Zoning Ordinance whereby Site Plan Reviews (SPR) and Site Plan Modifications (SPM) are decided upon by the PZBd or PHO.

Regarding the development and esthetic review, the Williams Gateway Airport Authority conducts an internal review of all development proposals through their Design Review Committee (DRC), the DRC membership includes a City Planning staff member (currently the Senior Design Review Planner, Kim Steadman). Also, the DMP has a tiered approach to review by the City of Mesa Design Review Board (DRB), which depends upon the location of the lot, and the size of the building.

Development Review at the Williams Gateway Airport, as approved in 1996 through the DMP overlay and as recommended through this zoning case Z07-14, is as depicted in the following chart. Note that the process has not been changed through this case except that SPR and SPM cases now can be decided upon by the PZBd or PHO as allowed by the current Zoning Ordinance.
## WGA Airport Development Review Process:

<table>
<thead>
<tr>
<th>Request</th>
<th>Lot location / Building Size</th>
<th>Land Use</th>
<th>Ordinance 3181</th>
<th>Recommended through Case Z07-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning</td>
<td>All / All</td>
<td>All</td>
<td>PZBd recommendation, City Council (CC) for decision, DRB for esthetics</td>
<td>NA – rezoning must be processed through the PZBd and decided upon at City Council</td>
</tr>
<tr>
<td>DMP modification, Possible SPR or SPM, and Esthetic reviews</td>
<td>Future development Plans and Phases</td>
<td>PZBd recommendation, City Council (CC) for decision, DRB for esthetics if buildings are submitted for review</td>
<td>PZBd recommendation, City Council (CC) for decision, DRB for esthetics</td>
<td></td>
</tr>
<tr>
<td>SPR, SPM and Esthetic review</td>
<td>On Sossaman Road / Larger than 20,000 sf</td>
<td>Commercial, office, restaurant, retail</td>
<td>DRB, only</td>
<td>DRB, only</td>
</tr>
<tr>
<td>SPR, SPM and Esthetic review</td>
<td>On Sossaman Road / Larger than 35,000 sf</td>
<td>All</td>
<td>DRB, only</td>
<td>DRB, only</td>
</tr>
<tr>
<td>SPR, SPM and Esthetic Review</td>
<td>Anywhere in Williams Gateway Airport / Larger than 100,000 sf</td>
<td>All</td>
<td>PZBd, CC DRB</td>
<td>PZBd , DRB</td>
</tr>
</tbody>
</table>

Notes 1: "Future development plans and phases" refer to major changes to the DMP anticipated with development of a different location of the terminal building and substantial changes to the overall campus.

Staff is supportive of the changes to the DMP and to the Ordinance. The DMP map was created in 1996 and needs to be updated to reflect current conditions. An update to the Ordinance language would also serve to streamline the process of public review and be in concert with the most recent Council changes to the Zoning Ordinance and public review process.

**CONDITIONS OF APPROVAL:**

1. The basic development as described in the project narrative and as shown on the DMP site plan submitted (without guarantee of lot yield, building count, or lot coverage)
2. Compliance with Ordinance 3181 except as amended below
3. Review and approval through the public hearing process identified in the Zoning Ordinance of future development plans and phases
4. Review and approval by the Design Review Board of all commercial, office, restaurant, and retail buildings which exceed 20,000 sq ft of building area and are located on lots or parcels abutting Sossaman Road
5. Review and approval by the Design Review Board of all buildings which exceed 35,000 sq ft of building area and are located on lots or parcels abutting Sossaman Road.
6. Site Plan Review through the public hearing process identified in the Zoning Ordinance for all buildings and development which exceed 100,000 sq ft of building area.
7. Compliance with all requirements of the Design Review Board
8. Compliance with all City development codes and regulations

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Williams Gateway Airport Authority
5835 S Sossaman Road
Mesa, Arizona 85212

Request

The Williams Gateway Airport Authority (WGAA) requests City of Mesa approval of an update to our M-1 Development Master Plan (DMP) General Site Plan.

History

On May 20, 1996, the City of Mesa approved Ordinance 3181 providing M-1 DMP zoning for Williams Gateway Airport (IWA). The ordinance included several variances necessary for the operation of an airport, and also included several stipulations WGAA has implemented the development plan substantially in accordance with the original Phase I Business Park site plan, yet an update is required to reflect actual construction to date as well as other modifications to the plan. The basis for the modifications is as follows:

1. Engineering requirements have resulted in minor modifications to the locations on planned roadways.
2. Federal Aviation Administration (FAA) requirements resulted in changing land uses, in some cases from non-aviation to aviation uses, and in other cases from aviation to non-aviation uses. These uses were based upon an FAA approved Airport Master Plan (AMP) completed in 1999 (all uses remain consistent with our M-1 zoning).
3. A Drainage Master Plan has been completed, allowing more specific identification of the actual size and location of existing and planned retention basins.
4. Several tenants have located to the airport, solidifying the actual location of planned lease lines.

Discussion

The following is a summary of the most significant changes:

1. The majority of Lots 3-11 have been leased to one party and assembled together to form Lots 10 and 11 (Lot numbers 3-9 no longer exist). The original circular access drive in this area was not needed since there is only one tenant, and hence has been deleted. As such the land use for lots 4, 5, and 6 changed from hotel/commercial to general aviation use. The remaining area formed Lot 12 and the other lots were simply re-numbered.

2. The addition of the City of Mesa’s Fire Suppression System utility on the corner of what was originally Lot 17 required that we move the lot lines and create separate lots in this area.

3. Lots 17, 18 and 19A have been leased to one party and reconfigured to form lots 17 and 18. Lot numbers 19A, 19B, 20A and 20C no longer exist. The planned access roadway has been reduced in length and reconfigured as an entrance cul-de-sac.
4 Lots 40-51 in the South Central Industrial Area have been reconfigured due to the final and approved alignment of Velocity Way. When Velocity Way was first planned, it was assumed it would follow the same alignment as an old taxiway. The initial layout of this area was planned for aviation related support activities, which would conform to the M-1 zoning granted by the City. This initial layout showed these lots being on an "island" surrounded by aircraft aprons. This layout did not allow for the lots to meet City requirements regarding public parking and did not allow for any public access, as all of the facilities were inside the Airport's security restricted area. Thus, it was necessary to shift the alignment of Velocity Way to allow for public access to these lots, conform to City of Mesa requirements and enhance the leaseability of the affected lots. The usage of these lots as aviation related support conforming to the M-1 zoning was not, nor is proposed to be changed.

The above noted issues, as well as engineering issues related to constructing Velocity Way in the same location as an abandoned taxiway, resulted in Velocity Way shifting to the north (this realignment was approved by the City of Mesa and the City has since constructed the roadway). An additional roadway is now planned to "loop" into the new Velocity Way, enhancing traffic flow and access for businesses and emergency responders. As a condition of its use of Federal Aviation Administration (FAA) grant funds and criteria for a public-use facility, all airport property is generally restricted to aviation and/or aviation related usage. WGAA requested and has received FAA approval to change the usage in this area from aviation (hangars) to non-aviation related support. The non-aviation related support area will continue to conform to the M-1 zoning designation approved by the City.

There is no request to change to our current zoning, M-1 DMP.

There is no request to change to our adopted Airport Design Guidelines.

There is no request to change our adopted Comprehensive Sign Plan.

There is no request to change the originally adopted variances or stipulations associated with our current zoning.

All new builds remain subject to the City of Mesa building safety permit process.

Attached is a revised Business Park Phase I General Site Plan, as well detailed Airport Leasing Maps currently in use.

Additional Information

On December 22, 2006, WGAA received comments from the City of Mesa regarding the December 7, 2007 application for updating the DMP. On January 5, 2007, a meeting was held with Tom Ellsworth, Ryan Matthews, Kim Steadman representing the City of Mesa and Mike N Williams, representing WGAA. As a result of this meeting, the following information is being provided by WGAA:

- **COM Comment:** One of the documents that was approved by City Council on 5/20/96 with the original DMP was a 27-page document entitled "The Williams Gateway Airport Development Master Plan." This document is still in effect over the site, but may be modified in a few places through the current request.
  - Are any updates to this document being requested at this time?
    - **WGAA Response:** As stated in the application, the only update is the DMP map.
Do you have an updated version of this document? An updated version of the document is not required, but a reference to each point in the document that is being updated would greatly facilitate reviews and approvals in the future. Please revise your project narrative to reference exactly which portions of the originally approved document are being updated, noting specific page numbers

- **WGAA Response** No.

- Within the previously-approved DMP (on p 18) was an exhibit that clearly laid out which lots were to be considered ‘A,’ ‘B,’ and ‘C’ lots, thereby defining how each lot’s setbacks were to be defined. Please submit a new exhibit showing all of the lots with labels denoting them as ‘A,’ ‘B,’ or ‘C’ lots. It is recommended that the ‘A,’ ‘B,’ and ‘C’ designations be included on the use table currently shown on the side of the site plan.

  - **WGAA Response** See attached Table 1

- **COM Comment** Your project narrative makes reference to an FAA-approved Airport Master Plan (AMP) from 1999. This AMP would make a good additional exhibit for the current case file. Please submit a copy of the FAA-approved AMP with your follow-up submittal.

  - **WGAA Response** As a participant in the 1999 AMP, the City of Mesa provided copies of the planning documents prepared during the study, as well as the final version. No additional copies are available.

- **COM Comment** A Citizen Participation Plan (CPP) is required with all P&Z submittals, including those that are considered through the PHO. No CPP was received with your formal submittal materials aside from copies of two letters that had been sent in early November. The follow-up submittal should have an update on the Citizen Participation process, or even the final Citizen Participation Report (CPR) if that process is complete. So rather than submit a CP Plan, please just submit your CP Report. That CPR needs to include a description of the recipients, a description of how the neighbors were invited to comment, a description of the neighbors' concerns (if any) and how they were resolved, and so on. Please also include an address list of recipients, as well as a map showing your site and the properties to which the owners were mailed letters.

  - **WGAA Response** Clarification was provided during the January 5, 2007 meeting by COM staff regarding the CPP. See attached CPP report.

- **COM Comment** It is clear that this request is mostly in order to bring the approved DMP into conformance with the land uses and layouts that have already been established since the original DMP was approved. Nonetheless, there is still some opportunity to alter some of the DMP that is, as yet, undeveloped. These site plan comments are provided to stimulate further thought on the proposed site plan (labeled "Williams Gateway Airport Business Park - Phase I"). If they are not feasible because of airport needs, that is fine, please just elaborate a bit more on why some of the land is being laid out in this way rather than as previously approved.

  - Lot 102 is shown with its only frontage on Sossaman Road. Based on the approved DMP, cross access is generally provided between those lots along Sossaman Road anyway. Will cross access drives be required to link lot 102 to the two adjacent lots?

    - **WGAA Response** It is envisioned by WGAA that there would be some sort of cross-access easement associated with this parcel, similar to the majority of other
lots that front Sossaman Road. Once the site plan for this lot has been developed, WGAA and COM will have the opportunity to provide comments.

- The whole area around the approved lots 39-51 has been modified. Your project narrative briefly explains the rationale for shifting the Velocity Way alignment, but not much on why the uses have been modified. Whereas the originally approved DMP foresaw hangars/aviation uses, you state that the Velocity Way alignment caused the loss of those uses. Planning Staff wonders if this change in use from aviation to non-aviation will affect the airport’s aviation-related mission in the future. Please elaborate.

  - **WGAA Response**: See paragraph #4 above, under "Discussion".

- **COM Comment**: Technical comments from Planning’s building safety and engineering representatives will be forthcoming once your case has been reviewed by them. Please contact them directly with any questions regarding their comments.

  - **WGAA Response**: See attached comments from COM and WGAA responses.

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"Preliminary Review Comment Response ("Lot_Type Table 1.xls"")
PLANNING AND ZONING
VICINITY MAP
Exhibit 4
GatewaEast Environmental Assessment and Finding of No Significant Impact (FONSI)

The GatewayEast Environmental Assessment and Finding of No Significant Impact is incorporated into the RFQ and can be found on the PMGAA website under the Document Library or by using the link below:

GatewayEast Environmental Assessment and FONSI
Exhibit 5

Bunker Locations

LEGEND

- Bunker Location Area
- GatewayEast Property
- Airport Boundary/Property Line

Created: 1/20/21
Sources: PMGAA, City of Mesa & Maricopa County
Phoenix-Mesa Gateway Airport Authority makes no claims concerning the accuracy of this map nor assumes any liability resulting from the use of the information herein.
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Exhibit 6

Radar Location and Development Impact Area Map

LEGEND

Airport Surveillance Radar (ASR) 1,500' Clearance Radius
GatewayEast Property
Airport Boundary/Property Line

1,500' Radius

Phoenix-Mesa Gateway Airport Authority makes no claims concerning the accuracy of this map nor assumes any liability resulting from the use of the information herein.

Created: 1/20/21
Sources: PMGAA, City of Mesa & Maricopa County

Solicitation 2021-016-RFQ
Below is a description of some of the economic development tools available within GatewayEast. For a more comprehensive list of all the economic development tools available in the State of Arizona CLICK HERE.

**Foreign Trade Zone**

Foreign-Trade Zones (FTZs) are designated areas licensed by the Foreign-Trade Zones Board at which special customs procedures may be used. The FTZ program was established to encourage and expedite U.S. participation in international trade, and is a mechanism for companies to manage their duty payments. Foreign-Trade Zones are considered outside the U.S. Customs territory so goods received into FTZs are generally not subject to duties, tariffs, or quotas until, and if, they leave the zone.

**Advantages:**

- Duties are paid when goods enter U.S. Customs territory; therefore, a company can determine when duties will be paid by choosing the amount of product to bring into U.S. Customs territory.
- Merchandise may be exported out of the U.S. duty free.
- User may pay the lower duty rate applicable to either component materials or merchandise produced. In some cases, the rate may be zero.
- Duties are reduced or eliminated on merchandise that is obsolete, damaged, defected, scrapped or wasted.
- Weekly entries vs. entry per shipment.
- Arizona offers a 72% reduction in real and personal property taxes for activated FTZs.

The GatewayEast is within the General Purpose zone of FTZ #221.

**Military Reuse Zone Program**

The Military Reuse Zone (MRZ) was established by the state legislature in 1992 to lessen the impact of military base closures. Currently there are two Military Reuse Zones in Arizona. In 2001, the MRZ designation was renewed for the former Williams Air Force Base, now known as Phoenix-Mesa Gateway Airport. In December 2002, the former U.S. Naval Air Facility in Goodyear, now known as Phoenix/Goodyear Airport, was designated as an MRZ.

An applicant for the MRZ program must be located within an MRZ to qualify for two types of benefits:

- **Transaction Privilege Tax Exemption** – Exemption from transaction privilege tax on contracts for certain types of construction at an MRZ

- **Property Reclassification** – Both real and personal property can be reclassified from class one (18.5% assessment ratio) to class six (5% assessment ratio), which may result in property tax savings of up to 72.9% for a period of five years

The GatewayEast is within an active, designated Military Reuse Zone.
Quality Jobs Program

The primary goal of the Quality Jobs tax credit is to encourage business investment and the creation of high-quality employment opportunities in the state. Quality Jobs accomplishes this goal by providing tax credits to employers creating a minimum number of net new quality jobs and making a minimum capital investment in Arizona.

The Quality Jobs tax credit offers up to $9,000 of Arizona income or premium tax credits spread over a three-year period for each net new quality job ($3,000 per year). The program encourages continuous employment; therefore, the tax credit is equal to:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Tax Credit Amount</th>
</tr>
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<tbody>
<tr>
<td>First year:</td>
<td>$3,000 per net new qualified employment position created during the taxable year or partial year of employment.</td>
</tr>
<tr>
<td>Second year:</td>
<td>$3,000 per qualified employment position, employed for the second full taxable year of continuous employment.</td>
</tr>
<tr>
<td>Third year:</td>
<td>$3,000 per qualified employment position, employed for the third full taxable year of continuous employment.</td>
</tr>
</tbody>
</table>

If the allowable tax credit exceeds the income or premium tax liability, any unused amount may be carried forward for up to five consecutive taxable years.

The Quality Jobs tax credit is capped at 10,000 jobs being claimed each year by all participants.

Qualified Facility Program

The Qualified Facility tax credit was established by the Arizona legislature in 2012 to promote the location and expansion of manufacturing facilities, including manufacturing-related research & development or headquarters facilities. The goal is to encourage business investment that will produce high-quality employment opportunities for citizens of Arizona and enhance Arizona’s position as a center for corporate headquarters, commercial research, and manufacturing. Qualified Facility accomplishes this goal by providing a refundable tax credit to taxpayers who are expanding or locating a Qualified Facility in Arizona.

A company may be eligible for tax credits if it:

- Makes a Capital Investment to establish or expand a Qualified Facility that devotes at least 80% of the property and payroll to qualified manufacturing, manufacturing-related research & development, or headquarters.

- Creates net new full-time employment positions for the project, of which at least 51% are paid at least 125% of the state’s annual median wage.

- Offers to pay at least 80% of the health insurance premiums for all net new full-time employment positions.

Subject to eligibility requirements, the Qualified Facility tax credit offers a refundable income tax credit equal to the lesser of:

- 10% of the qualifying capital investment or
- $20,000 per net new job at the facility or
- $30,000,000 per taxpayer per year.
Opportunity Zone

The federal Opportunity Zones program was created under a provision of the Tax Cuts and Jobs Act, which was signed into law December of 2017. Investors who reinvest capital gains monies in Opportunity Zone funds will receive reductions on capital gains taxes relative to the years of their investment. Opportunity Zones offer investors the following incentives for putting their capital to work in low-income communities:

- **A temporary tax deferral** for capital gains reinvested in an Opportunity Fund. The deferred gain must be recognized on the earlier of the date on which the opportunity zone investment is sold or December 31, 2026.

- **A step-up in basis** for capital gains reinvested in an Opportunity Fund. The basis of the original investment is increased by 10% if the investment in the qualified opportunity zone fund is held by the taxpayer for at least 5 years, and by an additional 5% if held for at least 7 years, excluding up to 15% of the original gain from taxation.

- **A permanent exclusion from taxable income of capital gains** from the sale or exchange of an investment in a qualified opportunity zone fund, if the investment is held for at least 10 years. (Note: this exclusion applies to the gains accrued from an investment in an Opportunity Fund, not the original gains).

*Source: Economic Innovation Group, 2021*