



Phoenix-Mesa Gateway Airport Authority
5835 S. Sossaman Road ♦ Mesa, Arizona 85212

BOARD of DIRECTORS' MEETING

AGENDA

Monday, December 14, 2009 ♦ 9:00 a.m.

1. **Call to Order: Phoenix-Mesa Gateway Airport Authority** – *Mayor Art Sanders, Chair*
2. **Awards, Guest Introductions, and Announcements**
3. **Comments From the Public:** *(Members of the public may comment on any item of interest. Arizona Open Meeting law does not permit the Board to discuss items not specifically on the agenda.)*
4. **Progress Reports:**
 - a) **ASU Polytechnic** – *Dr. Keith Hjelmstad, Vice President & Dean, College of Technology & Innovation*
 - b) **Chandler-Gilbert Community College** – *John Schroeder, Provost*
5. **Review of Monthly Staff Reports and Updates on:** ♦ **Construction** ♦ **Commercial Service** ♦ **Finance** ♦
Lynn Kusy, Executive Director
6. **Presentation:** Arizona State Airport System Plan– *Mike Klein – Arizona Department of Transportation*
7. **Consent Agenda - Consideration and Possible Approval of:**
 - Tab A- Minutes** of Board Meeting held on November 16, 2009.
 - Tab B- Resolution No. 09-49** – Authorizing **Willis of Arizona, Inc.** to Purchase Workers' Compensation Insurance from USAIG/Wausau Business Insurance for Year Ending December 31, 2010 at a Cost of \$66,924.
 - Tab C- Resolution No. 09-50** – Authorizing a Contract with **Regional Pavement Maintenance of Arizona, Inc.** for Pavement Maintenance Services at a Cost of \$81,377.36.

Consideration and Possible Approval of:

8. **Resolution No. 09-46** – Authorizing an Intergovernmental Agreement with **City of Mesa** for Funding Contribution of \$250,000 for the Northeast Area Development Plan Study. Total Cost of Study is Not to Exceed \$350,000.
9. **Resolution No. 09-47** - Authorizing an Agreement with **Jacobs** for Planning Consulting Services for the Northeast Area Development Plan Study at a Cost Not to Exceed \$350,000.
10. **Resolution No. 09-51** – Approving an Exchange Agreement with **Pacific Proving LLC** Authorizing the Execution of Documents Necessary to Accept a Deed Transferring Title to Approximately 17.53 Acres of Runway Protection Zone East of Ellsworth Road and North of Pecos Road in Exchange for Vacating a 52.6 Acre Easement.
11. **Resolution No. 09-52** – Authorizing a Supplemental Agreement Amending the Existing Contract to Revise the Existing Guaranteed Maximum Price with **Sundt Construction, Inc.** for the Construction of a 25,000-Square-Foot Terminal Building and for Remodel of the Existing Terminal to \$6,700,000.
12. **Board Member Comments / Announcements**
13. **Executive Session** - The Board may hold an executive session pursuant to Arizona Revised Statutes Section 38-431.03.(A)(1) for discussion regarding the Executive Director's annual evaluation.
14. **Reconvene** from Executive Session to Regular Session
15. **Next Meeting:** Tuesday, January 19, 2010 – 9:00 am
16. **Adjourn**

Phoenix-Mesa Gateway Airport Authority
5835 S. Sossaman Road ♦ Mesa, Arizona 85212

TELEPHONIC BOARD MEETING

MINUTES

Monday, November 16, 2009 ♦ 9:00 a.m.

AIRPORT AUTHORITY BOARD MEMBERS

Mayor Art Sanders, Queen Creek
Councilwoman Thelda Williams, Phoenix
Mayor John Lewis, Gilbert
Lt. Governor Joseph Manuel, Gila River Indian Community **
Mayor Scott Smith, Mesa

*** neither present nor represented*

GUESTS PRESENT

Matt Busby, City of Apache Junction
Jean Humphries, ASU Polytechnic
Robert Kline, Arizona Elite
John Nathan, Aerospace Consultant
Christopher Schmaltz, Gust Rosenfeld
(via telephone)
Gary Tindle, Elite Commercial
Art Thomason, Arizona Republic

AIRPORT STAFF PRESENT

Casey Denny, Deputy Director
Gretchen Hawkins, Executive Assistant/Clerk to
the Board of Directors
Lynn Kusy, Executive Director
Bill Mitchell, Director, Operations & Maintenance

CALL TO ORDER: The meeting was called to order by Chair Sanders at 9:03 a.m.

CONSENT AGENDA - Consideration and Possible Approval of:

Tab A- Minutes of Board Meeting held on October 19, 2009.

Tab B- Resolution No. 09-41 – Authorizing a Three-Year Terminal Concession Agreement with **ElectroFund Management, LLC** to Operate ATM Services in the Terminal and the General Aviation Center Payable Monthly at the Greater of \$100 or \$.50 per ATM Transaction.

Councilwoman Williams moved to approve the Consent Agenda. Mayor Lewis seconded the motion. The motion carried unanimously.

NEXT MEETING: Monday, December 14, 2009 – 9:00 am

ADJOURN: The meeting was adjourned at 9:05 am.



**Phoenix-Mesa Gateway Airport
Airport Administration**
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Telephone: 480-988-7600
FAX: 480-988-2315
www.phxmesagateway.org

Action Item

RESOLUTION NO. 09-49

To: Board of Directors
From: Doug Drown, Manager, Budget & Financial Planning
Through: Casey Denny, C.M., C.A.E., Deputy Director
Re: 2010 Workers' Compensation Insurance – Willis of Arizona, Inc.
Date: December 14, 2009

Proposed Motion:

Approve Resolution No. 09-49 authorizing the Airport's insurance broker, Willis of Arizona, Incorporated, to purchase workers' compensation insurance on behalf of Phoenix-Mesa Gateway Airport Authority from USAIG / Wausau Business Insurance, for the year ending December 31, 2010 at a cost of \$66,924.

Narrative:

Our insurance broker, Willis of Arizona, Inc., submitted their recommendation for workers' compensation insurance for the 12-month period beginning January 1, 2010. The cost is \$66,924, compared to \$62,576 for 2009. The proposed insurance coverage is through USAIG/Wausau Business Insurance, our current carrier.

Broker Fee:

No broker fees are included in the above cost. In May 2008, the Board approved a three-year agreement for General Insurance Broker Services with Willis of Arizona, Inc. for a total cost of \$90,000 (\$30,000 per year), which covers our broker's efforts in regard to employee benefits insurance and consulting services.

Insurance Rates and Changes in Coverage:

Our experience modification factor increased this year to .76 from .67. The experience modification factor reflects the dollar amount of claims against our policy. This still reflects a good safety record and results in over a 20 percent reduction from standard premiums.

The estimated workers' compensation insurance premium is up 6.9 percent from last year (before dividends). Our estimated payroll for 2010 is 1.1 percent more than the 2009 estimate which accounts for part of the increase in premium. The rest of the increase is due to a small increase in our experience modification factor. At the end of the insurance period, the premium will be adjusted to reflect the actual payroll for the year.

USAIG and its related company, Wausau, have historically paid a dividend to their customers based on claims experience, effectively reducing the premiums. The dividend was \$14,661 in 2006, \$14,475 in 2007, \$11,727 in 2008 and is expected to be \$7,333 in December 2009. While the dividends are not guaranteed, recent dividends have been almost 17 percent of the original premiums.

One other carrier quoted this coverage and offered higher premiums with no dividend.

Because the worker's compensation insurance is for the calendar year, half of the premium is included in the current year operating budget and half will be included in the FY 2011 budget. The premium amount before dividend is \$6,073 (8.3 percent) less than budgeted for FY10.

Attachment



RESOLUTION NO. 09-49

WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to obtain workers’ compensation insurance coverage;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby authorizes the Airport Insurance Broker, Willis of Arizona, Inc., to purchase workers’ compensation insurance on behalf of the Airport Authority from USAIG / Wausau Business Insurance for the year ending December 31, 2010, at a cost of \$66,924. This Resolution also authorizes the Chair or Executive Director to execute such, with insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Williams Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY



Phoenix-Mesa Gateway Airport
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Telephone: 480-988-7600
FAX: 480-988-2315
www.phxmesagateway.org

Action Item

RESOLUTION NO. 09-50

To: Board of Directors
From: Bill Mitchell, Director, Operations & Maintenance
Through: Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: Asphalt Services – Regional Pavement Maintenance of Arizona, Inc
Date: December 14, 2009

Proposed Motion:

Approve Resolution No. 09-50 authorizing a contract with Regional Pavement Maintenance of Arizona, Inc. for pavement maintenance services in the amount of \$81,377.36.

Narrative:

Phoenix-Mesa Gateway Airport Authority's Operations and Maintenance department is responsible for the maintenance and repair of the Airport's runways, taxiways, ramps and road infrastructure. The table below lists two projects which are scheduled for the current fiscal year.

Area	Scope	Price
Runway 30R Safety Shoulders	Patch and Crackfill	\$ 39,132.97
Runway 30R Overrun/Underruns	Crackfill	\$ 42,244.39
	Total	\$81,377.36

Fiscal Impact:

The Airport Authority has an Intergovernmental Cooperative Purchasing Agreement with Dysart Unified School District #89 (DUSD) that allows access to DUSD contracts. Regional Pavement Maintenance of Arizona, Inc. is a vendor selected under DUSD contracts. The contract period is through June 30, 2010. Regional Pavement Maintenance of Arizona, Inc. will provide all services to meet the scope under the Dysart Unified School District #89 Contract IFB Award #0506-018.

This project is budgeted and funded through the Airport Authority's 2010 Major Maintenance Program.

Attachments



WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into a pavement maintenance contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby approves a contract with Regional Pavement Maintenance of Arizona, Inc. for pavement maintenance services in the amount of \$81,377.36. This Resolution also authorizes the Chair or Executive Director to execute such agreement, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

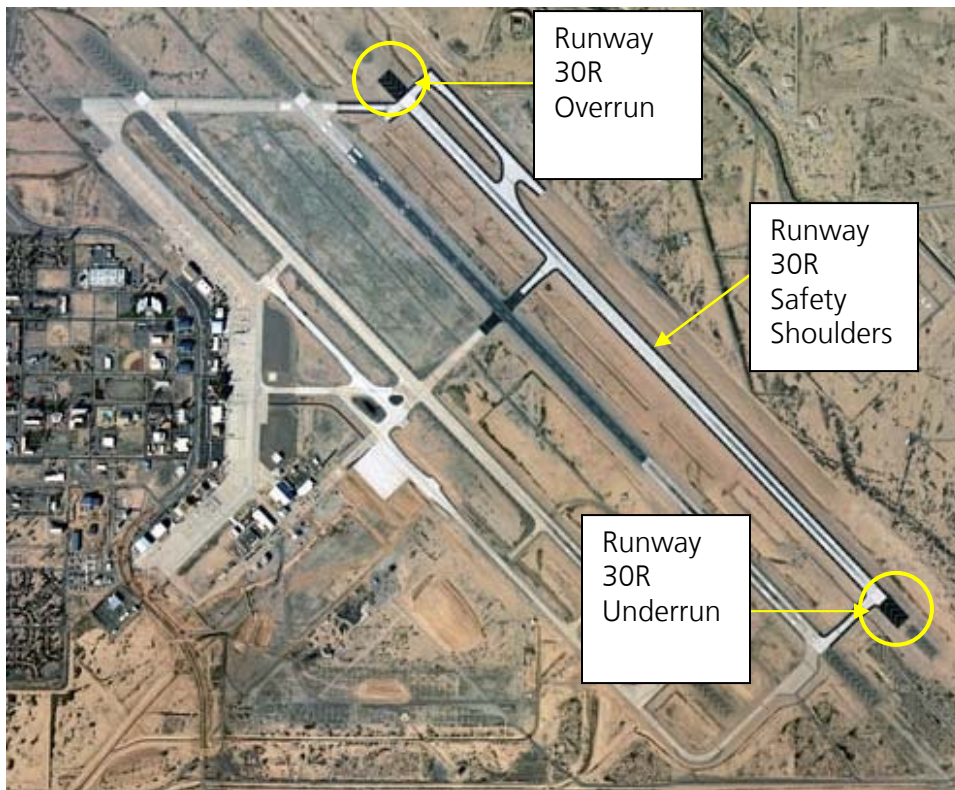
ATTORNEY



PhxMesa **Gateway** Airport

PROJECT SCOPE OF WORK

Project Description: Repair AC pavement cracks on Runway 30R Safety Shoulders, Overrun and Underrun



Existing Conditions:

Runway 30R Overrun, using a 6" ruler



Runway 30R Safety Shoulder (west side), using 6" ruler





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Action Item

RESOLUTION NO. 09-46

To: Board of Directors
From: Walter L. Fix, A.A.E., Planning Manager
Through: Casey Denny, C.M., C.A.E., Deputy Director
Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: City of Mesa Intergovernmental Agreement for the Northeast Area Development Plan Study
Date: December 8, 2009

Proposed Motion:

Approve Resolution No 09-46 authorizing an intergovernmental agreement with the City of Mesa for Mesa to provide a \$250,000 funding contribution to the northeast area development plan study. The total cost of the study is not to exceed \$350,000.

Narrative:

The Airport's northeast area should develop in harmony with adjacent private sector land to create a multi-faceted, mixed-use community focused on air transportation. The consulting team's task is to prepare a development plan for the Airport's northeast area (approximately 630 acres), identifying specific locations for aviation uses such as the passenger terminal, airline support, belly freight, ARFF, fuel storage, and auto parking, and specific locations for revenue generating uses such as rental cars, office space, hotels, and retail. The consulting team must design an integral transportation system to serve all uses, separating terminal traffic from through traffic.

This study is authorized in the FY09 capital budget as Project #8, using non-grant capital funds of \$100,000. The \$250,000 contribution from Mesa will provide the remaining funds for the project. The total of the study is not to exceed \$350,000.

Attachment



PhxMesa **Gateway** Airport

RESOLUTION NO. 09-46

WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into an intergovernmental agreement with City of Mesa;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby authorizes an intergovernmental agreement with the City of Mesa for Mesa to provide a \$250,000 funding contribution to the northeast area development plan study. The total cost of the study is not to exceed \$350,000. This Resolution also authorizes the Chair or Executive Director to execute such agreement, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY

When Recorded Return To:

Real Estate Services
City of Mesa
P.O. Box 1466
Mesa, AZ 85211-1466

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CITY OF MESA AND
PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**

FOR THE

NORTHEAST AREA DEVELOPMENT AND GROUND TRANSPORTATION PLAN

This Intergovernmental Agreement (this "Agreement") is entered into as of the ____ day of _____, 2009, by the City of Mesa, a municipal corporation ("City") and the Phoenix-Mesa Gateway Airport Authority, a municipal corporation ("Authority"). The City and the Authority may be collectively referred to as "Parties" and individually as "Party."

STATUTORY AUTHORIZATION

- I. A.R.S. §§ 11-951, *et seq.*, authorizes public agencies to enter into intergovernmental agreements for the provision of services or for joint or cooperative action.
- II. A.R.S. § 28-8527 authorizes the Authority to enter into this Agreement and to operate facilities and construct improvements.

RECITALS

- A. The Authority intends to hire a consultant (the "Consultant") to study and complete a development and ground transportation plan for the northeast area around the Phoenix-Mesa Gateway Airport. This study and development plan is commonly referred to as the Northeast Area Development and Ground Transportation Plan and is referred to herein as the "Study." The area included in the Study (the "Study Area") is generally bounded by Warner Road on the north, Germann Road on the south, Power road on the West, and partially by the proposed SR 802 on the east. The Study Area is depicted on Exhibit "A" attached hereto.
- B. The Parties intend the Study to include sections on transportation; land use, zoning, and development; and additional sections as desired by the Authority. The transportation

section of the Study, and the Consultant's scope of work for this section of the Study, will be as described in this Agreement and agreed to by the Parties. The transportation section of the Study will generally include the following: descriptions and plans for the current and future vehicular access to and from the airport and nearby existing and planned freeways; study and describe traffic impacts based on projected land uses; propose plans for improvements to existing roadways; propose plans for additional roadway based on future needs; and study short- and long-term transit needs.

- C. The City intends to reimburse the Authority for the cost of the Consultant that is directly related to the transportation portion of the Study subject to the terms and limitations of this Agreement. The total cost for the Study is estimated at \$350,000. The City's reimbursement for the transportation portion of the Study is capped at \$250,000.
- D. The purpose of this Agreement is to identify and define: the scope of the transportation section of the Study, the Authority's responsibilities in ensuring the Consultant performs and provides the transportation section of the Study as required by this Agreement, and the City's obligations to reimburse the Authority for the costs directly related to the transportation portion of the Study.

TERMS OF THE AGREEMENT

Now, therefore, in consideration of the foregoing and the agreements set forth herein, the Parties agree as follows:

1. The Study.

1.1 Authority's Contract with Consultant. The Authority shall be solely responsible for all payments and liability to the Consultant under its contract with the Consultant. The Authority shall ensure, and warrants and represents, that the Authority's Contract with Consultant complies (or will comply) with all applicable federal, state, municipal, and local laws and regulations. Prior to executing its contract with Consultant, Authority shall submit the Consultant contract to the City so that the City may review the contract for compliance with this Agreement.

1.2 Scope of Work for Authority's Contract with Consultant. Authority and City will work together in reviewing, revising, and approving the scope of work (the "Scope of Work") for the Authority's contract with Consultant. The Authority shall not execute a contract with Consultant until it has the City's written approval on the transportation section of the Scope of Work.

1.2.1 Transportation Section of the Study. The Authority agrees that the transportation section of the Study will include the following requirements:

A. The Study shall determine and present the best ways for vehicular traffic to access the Gateway Airport from the nearby existing and planned

freeways.

B. The Study shall include the future traffic impacts, based on the projected land uses within and outside the Gateway Airport, on the nearby arterial street and freeway systems.

C. The Study shall develop and propose a plan of improvements needed for the existing road system and propose additional roadways based on future needs.

D. The Study shall identify near- and long-term transit needs and propose solutions.

E. The proposed street configurations shall include provisions for bicycle and pedestrian access between the development area south of Ray Road and west of Ellsworth Road and the future developments on the north side of Ray Road and the east side of Ellsworth Road.

1.2.2 Identifying the Hours for Tasks. The Scope of Work shall identify the number of hours that the Consultant may spend for each task and sub-task in the Study and identify the Consultants' hours (by tasks and sub-tasks) that may be eligible for reimbursement under this Agreement. The Authority shall require the Consultant to submit invoices that specifically identify the time Consultant worked (and is invoicing) for each task and sub-task.

1.3 General Requirements of the Study and Consultant. The Study will include recommendations for the Gateway Airport ground access interfaces at the East Terminal and its support facilities, as well as on-airport circulation, transit interfaces, and security provisions. The Authority shall require the Consultant to coordinate findings, analysis, and final concepts and recommendations with the City, Arizona Department of Transportation, ASU Polytechnic, Chandler Gilbert Community College, and surrounding land owners.

1.4 Study Area. The Study Area, which is depicted on Exhibit A, is the area bounded by Warner Road on the north, Germann Road on the south, Power road on the west, and partially by the proposed SR 802 on the east. The Parties and Consultant may mutually agree to modify the Study Area in the Scope of Work, in the Study's scoping process, or as the Parties and Consultant agree to in writing.

2. Additional Obligations of the Authority. In addition to its obligations in Section 1 of this Agreement, the Authority agrees to the following obligations:

2.1 The Authority will act as the lead agency for the Study and shall be responsible for all payments to the Consultant and shall enter into a contract with the

Consultant that complies with the terms of this Agreement.

- 2.2 If Consultant submits a change order to the contract that would affect the transportation section of the Study, the Authority shall immediately provide a copy of such change order to City.
 - 2.3 The Authority shall involve the City in all aspects of the Authority's communications and negotiations with the Consultant. The Authority shall coordinate with the City all meetings with the Consultant and shall not meet with the Consultant without a City representative unless the City notifies the Authority that a City representative is not needed at such meeting. The Authority shall copy the City on all its correspondence with the Consultant and shall promptly provide City with copies of all documents received from the Consultant. The Authority shall provide progress reports to the City regarding the status of the Study and any issues with Consultant.
3. Additional Obligations of the City. In addition to its obligations in Section 1 of this Agreement, the City agrees to following obligations:
- 3.1 The City agrees that the Authority is the Lead Agency for the Study.
 - 3.2 The City will review drafts of the Study, Scope of Work, or other documents pertinent to the City that the Authority receives from Consultant and will provide comments to the Authority within 20 calendar days after receipt, except if the City determines it needs its City Council's (or a City Board or Committee's) recommendation before providing the City's comments to the Authority, the City shall have until 10 calendar days after receiving the recommendations from the City Council, City Board or Committee, as may be applicable.
 - 3.3 The City will review change order requests from Consultant forwarded by the Authority promptly and provide a written response to the Authority within 15 calendar days after receipt.
4. Reimbursement. The Parties agree as follows:
- 4.1 The City will reimburse the Authority for the costs of the Consultant for the transportation section of the Study subject to the following terms and limitations:
 - 4.1.1 The City's reimbursement shall be limited to the cost of the Consultant for the transportation section of the Study as described and defined in the Scope of Work approved by this Agreement and incorporated into the Agreement with the Consultant, City and only for the tasks and sub-tasks identified in the Scope of Work as being eligible for reimbursement.
 - 4.1.2 The City's total reimbursement shall not exceed (i.e., shall be capped at) \$250,000 (the "Reimbursement Cap"). The City's reimbursement to the

Authority, and financial obligation under this Agreement, shall not exceed the Reimbursement Cap unless agreed to by the City and Authority in a written Amendment to this Agreement. If the actual reimbursement to the Authority is less than the Reimbursement Cap, the City shall retain all such remaining funds.

4.1.3 For work completed by Consultant and accepted by Authority, the Authority may invoice the City for actual costs the Authority has incurred from Consultant for the transportation section of the Study. The invoice shall specify the actual hours (and the per hour charges) the Consultant spent on each task or sub-task.

4.1.4 If the Authority is in compliance with the terms of this Agreement and if the invoice complies with the term of this Agreement, City shall reimburse the Authority within 30 calendar days of being invoiced for the costs that are reimbursable under the terms of this Agreement.

5. Effective Date. This Agreement, after having been duly executed, shall become effective on the date on which it is recorded in the office of the Recorder of Maricopa County, Arizona.

6. Term. The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the City's final reimbursement to the Authority for the Study or upon the earlier termination as provided in this Agreement.

7. Indemnification. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its departments, officers, elected officials, employees and agents from all losses, damages, claims, liabilities and expenses, including reasonable attorneys' fees and costs (collectively "Claims") for damages to property or for injury to or death of persons relating to the performance of this Agreement, but only to the extent that such Claims are caused by an act, omission or negligence of the indemnifying Party or its departments, officers, elected officials, employees or agents.

8. Termination for Default. After notice and an opportunity to cure, this Agreement may be terminated for a breach of any term or obligation of this Agreement. If the non-breaching Party gives 60 days written notice specifying the cause of the breach and if the breaching-Party does not cure the breach within the 60-day period, the non-breaching-Party may terminate this Agreement.

9. General Provisions.

9.1 Cancellation. Each Party reserves all rights that it may have to cancel this Agreement for conflicts of interest under A.R.S. § 38-511.

9.2 Compliance with E-verify & Scrutinized Businesses. The Authority shall be solely responsible for ensuring that the Consultant complies with A.R.S. §§ 23-214(A), 41-4401, 35-391.06, and 35-393.06, as may be applicable.

- 9.2.1 To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Either Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party. The Parties retain the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure that the Party is complying with the above-mentioned warranty.
- 9.2.2 Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 and 35-393, as applicable. If a Party determines that the other Party submitted a false certification, Party may impose remedies as provided by law including terminating this Agreement pursuant to Section 8 above.
- 9.3 Assignment. Neither Party may assign, sublet, or mortgage any right or interest under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in its sole discretion.
- 9.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

For City:
City of Mesa
Attn: City Manager
20 East Main Street, Suite 750
Mesa, AZ 85211
Facsimile: 480-644-2175

For Authority:
Phoenix-Mesa Gateway Airport
Attn: Executive Director
Administration Offices
5835 South Sossaman Road
Mesa, AZ 85212
Facsimile: 480-988-2315

or at such other address, and to the attention of such other person or officer, as

any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's attorney or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its attorney or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 9.5 Approvals. A Party shall not unreasonably withhold or unreasonably delay in providing its consent or approval when required by this Agreement unless a different standard is specifically set forth in the Agreement.
- 9.6 Governing Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. The exclusive proper venue for any action regarding this Agreement shall be in Maricopa County.
- 9.7 Attorneys' Fees. In the event of any litigation or arbitration arising out of this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover its attorneys' fees, expert witness fees and other costs of litigation.
- 9.8 Severability. The provisions of this Agreement are severable to the extent that any provision held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application
- 9.9 Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects addressed and supersedes all prior negotiations and agreement.
- 9.10 Amendments. This Agreement may only be amended in writing signed by a representative of each Party.
- 9.11 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.12 Capacity and No Third Party Beneficiaries. Each Party to the Agreement shall act in its capacity and not as an agent, employee, partner joint venture, associate, or any other representative capacity of the other. Each Party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement. This Agreement is NOT intended to create a joint venture or to create rights for third party beneficiaries.

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the City of Mesa and the Phoenix-Mesa Gateway Airport Authority pursuant to A.R.S. § 11-952, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Phoenix-Mesa Gateway Airport Authority
Attorney

Date

CITY OF MESA, a municipal corporation

By: _____
Christopher J. Brady
City Manager

Attest:

Linda Crocker , City Clerk Date

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Phoenix-Mesa Gateway Airport Authority and the City of Mesa and the pursuant to A.R.S. § 11-952, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

James N. Smith Date
Assistant City Attorney



Phoenix-Mesa Gateway Airport
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FAX: 480-988-2315
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Action Item

RESOLUTION NO. 09-47

To: Board of Directors
From: Walter L. Fix, A.A.E.
Through: Casey Denny, C.M., C.A.E., Deputy Director
Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: Northeast Area Planning Study - Jacobs
Date: December 8, 2009

Proposed Motion:

Approve Resolution No. 09-47 authorizing a contract with Jacobs for planning consulting services for the northeast area at a cost not to exceed \$350,000.

Narrative:

The Airport's northeast area should develop in harmony with adjacent private sector land to create a multi-faceted, mixed-use community focused on air transportation. The consulting team's task is to prepare a development plan for the Airport's northeast area (approximately 630 acres), identifying specific locations for aviation uses such as the passenger terminal, airline support, belly freight, ARFF, fuel storage, and auto parking, and specific locations for revenue generating uses such as rental cars, office space, hotels, and retail. The consulting team must design an integral transportation system to serve all uses, separating terminal traffic from through traffic.

The Airport issued a Notice of Request for Proposals (RFP) on June 29, 2009 for the northeast area development plan. Nine firms responded to the RFP. A selection committee made up of Airport, Mesa, and Sky Harbor staff reviewed all of the proposals and invited two firms for a final interview on August 25, 2009. The selection committee recommended Jacobs for the project. The scope of work submitted by Jacobs is attached.

This study is authorized in the FY09 capital budget as Project #8 and will be funded with \$100,000 in non-grant capital funds, and a \$250,000 contribution from the City of Mesa through an intergovernmental agreement.

Attachment: Scope of Services



PhxMesa **Gateway** Airport

RESOLUTION NO. 09-47

WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into a contract with Jacobs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby approves a contract with Jacobs for planning consulting services for the northeast area at a cost not to exceed \$350,000. This Resolution also authorizes the Chair or Executive Director to execute such contract, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY



Phoenix-Mesa Gateway Airport
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Telephone: 480-988-7600
FAX: 480-988-2315
www.phxmesagateway.org

Action Item

RESOLUTION NO. 09-51

To: Board of Directors
From: Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: Airport Authority to Vacate Easement and Accept 17.53 Acres – Pacific Proving, LLC
Date: December 1, 2009

Proposed Motion:

Approve Resolution No. 09-51 approves an exchange agreement with Pacific Proving LLC authorizing the execution of documents necessary to accept a deed transferring title to approximately 17.53 acres of runway protection zone east of Ellsworth Road and north of Pecos Road in exchange for vacating a 52.6 acre easement.

Background:

When the U.S. Air Force transferred to the Airport Authority title to the Airport property, they also transferred to us an aviation easement on 52.6 acres east of Ellsworth Road and north of Pecos Road. The owner of the land under the easement, Pacific Proving, LLC, has asked that we vacate that easement. In return, Pacific Proving, LLC is offering to convey to us title to 17.53 acres which we will need in the future for use as a runway protection zone.

The existing 52.6-acre easement grants to the Airport Authority the right to fly over the property, generate noise, prohibit the release of dust or smoke, prohibit light emissions which might interfere with pilot vision, prohibit electrical emissions that might interfere with communication or navigation equipment, and prohibit or remove any building, among other rights. The area of this easement is much larger than is needed to meet the needs of the Airport or to satisfy FAA requirements.

If the Airport or FAA were to establish a precision approach on Runway 30R, the maximum runway protection zone/object free area required would be 17.53 acres. Pacific Proving, LLC is offering to deed to the Airport Authority the 17.53 acres in return for vacating the easement over the balance of the 52.6-acre site (about 35 acres). Pacific Proving, LLC would retain the right to landscape and maintain the 17.53 acres as a part of a comprehensive landscape plan. Pacific Proving, LLC would also stipulate to the standard Mesa requirements for aviation easements, notification, and sound attenuation on their entire property east of Ellsworth Road and north of Pecos Road.

Action:

This resolution would authorize the Chair or Executive Director to execute a document to vacate the unnecessary 52.6-acre easement and execute a deed accepting title to 17.53 acres of runway protection zone.

Attachment



PhxMesa **Gateway** Airport

RESOLUTION NO. 09-51

WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into an agreement with Pacific Proving, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby approves an exchange agreement with Pacific Proving LLC authorizing the execution of documents necessary to accept a deed transferring title to approximately 17.53 acres of runway protection zone east of Ellsworth Road and north of Pecos Road in exchange for vacating a 52.6 acre easement. This Resolution also authorizes the Chair or Executive Director to execute the form of such agreement and such documents, with insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY



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5835 South Sossaman Road
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Action Item

RESOLUTION NO. 09-52

To: Board of Directors
From: John Cox, C.M., Design & Construction Manager
Through: Casey Denny, C.M., C.A.E., Deputy Director
Through: Lynn F. Kusy, C.M., C.A.E., Executive Director
Re: West Terminal Expansion, Phase I - Sundt Construction, Inc.
Date: December 14, 2009

Proposed Motion:

Approve Resolution No. 09-52 authorizing a supplemental agreement amending the existing contract to revise the existing **Guaranteed Maximum Price (GMP) with Sundt Construction, Inc.** for the construction of a 25,000-square-foot terminal building and remodel of the existing terminal to \$6,700,000.

Narrative:

The existing 24,000-square-foot terminal building was originally built in 1968 and remodeled into a passenger terminal in 2001. Sundt recently completed construction of a 10,000-square-foot terminal annex utilized as a passenger holding/pre-boarding room. The facility can currently accommodate a maximum of four simultaneous departures and is at full capacity several times throughout the day. The latest planning study indicates a need for an 85,000-square-foot facility for near-term passenger activity (six simultaneous departures). However, budget constraints require that the expansion be phased over several smaller projects. Phase I will add 25,000 square feet to the west terminal, with plans to construct an additional 32,000 square feet in Phase 2.

A Request for Statements of Qualifications #2008007-SOQ for Construction Manager at Risk (CMAR) Services was issued on March 4, 2008 and advertised in the East Valley Tribune on March 6, 11, 25, and 28, 2008. CMAR is a construction delivery method that entails a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price. The construction manager acts as consultant to the owner in the development and design phases, and as the general contractor during the construction phase. Sundt Construction, Inc. was selected as the most qualified firm for our project and is recommended for this contract.

The Board previously approved a \$1.3 million GMP with Sundt for the construction of only the terminal site improvements. Staff now requests authorization to amend the existing GMP to add the building construction of the 25,000 square foot facility and the remodel of the existing terminal building. This \$5.4 million amendment will allow this GMP to be managed as a single \$6.7 million project.

Fiscal Impact:

The revision will increase the cost shares to a total of \$6.7 million, funded through a Federal Aviation Administration AIP grant (95 percent) \$6,365,000, an Arizona Department of Transportation grant (2.5 percent) \$167,500.00 (to be reimbursed when state funds become available), and the remaining (2.5 percent) \$167,500.00 through the Airport Authority's grant match capital funds.

Attachment



RESOLUTION NO. 09-52

WHEREAS, the Phoenix-Mesa Gateway Airport Authority (“Authority”), a joint powers airport authority, was formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* for the purpose of, among other things, redeveloping portions of the former Williams Air Force Base as a civilian airport known as the Phoenix-Mesa Gateway Airport (“Airport”); and

WHEREAS, the Airport Authority desires to enter into an agreement with Sundt Construction, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors is hereby authorizing a supplemental agreement amending the existing contract to revise the existing Guaranteed Maximum Price (GMP) with Sundt Construction, Inc. for the construction of a 25,000-square-foot terminal building and remodel of the existing terminal to \$6,700,000. This Resolution also authorizes the Chair or Executive Director to execute such amendment, with such insertions, deletions, and changes as may be approved by the Chair or Executive Director, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 14th day of December 2009.

ATTEST:

CLERK

CHAIR

APPROVED AS TO FORM:

ATTORNEY