AGENDA
RETIREMENT/INVESTMENT COMMITTEE MEETING
TUESDAY, MARCH 3, 2020
12:30 p.m.

RETIREMENT/INVESTMENT COMMITTEE


Discussion Item


Action Items for Consideration

James Mauldin

3. Approve an Asset Management Agreement with Angelo Gordon & Co. of New York, New York, for their Angelo Gordon Europe Realty Fund III, in a commitment amount of $7.5 million.

4. Approve an Asset Management Agreement with H.I.G. Capital of Miami, Florida, for their H.I.G. Bayside Fund VI, in a commitment amount of $7.5 million.

5. Approve an Asset Management Agreement with Cerberus Capital of New York, New York, for their Cerberus Corporate Credit Fund, in a commitment amount of $5 million.


7. Approve an Asset Management Agreement with Deerpath Capital of New York, New York, for their Deerpath Capital Fund V, in a commitment amount of $7.5 million.
Date: 03/05/2020
Committee: Retirement & Investments
Subject: Asset Management Agreement with Angelo Gordon Capital
Resolution #:

**Action**
That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Angelo Gordon & Co. of New York, New York, for their Angelo Gordon Europe Realty Fund III, in a commitment amount of $7.5 million.

**Description**
- Angelo Gordon has been an active commercial real estate investor since 1993. Today, it manages $36 billion in corporate and real estate debt and private real estate equity assets across 13 global offices.
- The goal of the Angelo Gordon Europe Realty Fund III is to build a portfolio of sub-performing and undervalued real estate assets located across continental Europe that are expected to generate a gross internal rate of return in the high teens and a net internal rate of return of 12-14%, although 15% is not out of the question.
- The management fee of 1.5% on committed capital and 20% incentive after an 8% hurdle and 50/50 catch-up is standard for the asset class.
- Funding will come from distributions from existing real estate funds.

**Justification**
- This action will provide additional diversification for the real estate portfolio with a top-tier investment manager while maintaining the real estate allocation.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Investments).

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For Information contact
James Mauldin
3-5447

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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Angelo Gordon & Co. of New York, New York, for their Angelo Gordon Europe Realty Fund III, in a commitment amount of $7.5 million.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:15 am

Approved as to Funding by

Underwood, Max
Vice President Finance
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:43 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 19, 2020 10:34 am

Chief Executive Officer

Pending
### Action

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with H.I.G. Capital of Miami, Florida, for their H.I.G. Bayside Fund VI, in a commitment amount of $7.5 million.

### Description

- H.I.G. Capital is a global alternative asset manager in the lower middle market and middle market segments of the private markets in the U.S., Europe, and Latin America. Its credit-oriented affiliate Bayside Capital is also focused on middle market companies, investing across several segments of the primary and secondary debt capital markets with an emphasis on long-term returns.
- The objective of Bayside Fund VI is to provide investors with equity-like returns by investing primarily in senior debt of small- and mid-cap companies that are experiencing some form of distress, complexity, or special situation in their capital structure. By targeting smaller issuers, the strategy is expected to return 15% and generate a multiple of 1.8x.
- The management fee of 1.5% on invested capital and 20% incentive after an 8% hurdle is average for the marketplace.
- Funding will come from both annual retirement plan funding and distributions from existing non-core fixed income strategies.

### Justification

- This action will provide additional diversification for the portfolio, with a top tier investment manager, while growing the under-target non-core fixed income allocation.

### D/S/M/WBE Information

- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Investments).

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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with H.I.G. Capital of Miami, Florida, for their H.I.G. Bayside Fund VI, in a commitment amount of $7.5 million.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:18 am

Approved as to Funding by
Underwood, Max
Vice President Finance
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:44 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 10:37 am

Chief Executive Officer
Date
**Date**
03/05/2020

**Committee**
Retirement & Investments

**Subject**
Asset Management Agreement with Cerberus Capital

**Resolution #**

---

**Action**
That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Cerberus Capital of New York, New York, for their Cerberus Corporate Credit Fund, in a commitment amount of $5 million.

---

**Description**

- Cerberus is one of the largest stressed and distressed investors in the world. Since its founding in the wake of the U.S. Savings & Loan crisis, the firm has collectively invested over $32 billion in the space. Today, Cerberus manages a debt portfolio of $26 billion.
- The objective of the Corporate Credit Fund is to target investment opportunities in stressed and distressed corporate credit during periods of increased volatility associated with general credit market dislocations or in companies experiencing operational, cyclical, secular or regulatory challenges. The strategy is expected to return 15% and generate a multiple of 1.8x.
- The management fee of 1.5% on invested capital and 15% incentive after a 6% hurdle is standard for the marketplace.
- Funding will come from both annual retirement plan funding and distributions from existing non-core fixed income strategies.

**Justification**

- This action will provide additional diversification for the portfolio, with a top tier investment manager, while growing the under-target non-core fixed income allocation.

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**D/S/M/WBE Information**

- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Investments).

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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Cerberus Capital of New York, New York, for their Cerberus Corporate Credit Fund, in a commitment amount of $5 million.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:16 am

Approved as to Funding by
Underwood, Max
Vice President Finance
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:44 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 10:36 am

Chief Executive Officer
Date
Pending
## Date
03/05/2020

## Committee
Retirement & Investments

## Subject
Asset Management Agreement with CVC Capital

<table>
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### Action
That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with CVC Capital of London, England, for their CVC Capital Fund VIII, in a commitment amount of $5 million.

### Description
- CVC Capital Partners is a leading European-focused private equity firm that makes control investments in fundamentally sound, well-managed, and cash-generative upper middle market business. Since 1996, CVC has raised over $55 billion in capital commitments across seven European buyout funds. These commitments have been invested in 181 individual companies resulting in a net IRR of 20% and net multiple of 2.0x since inception.
- CVC Capital invests in high quality businesses across Europe, the Americas, and Asia with competitive leadership positions and works with their management teams to create sustainable long-term value. Fund VIII has a net return objective of 20% and a net equity multiple objective of 2.0x.
- The management fee of 1.5% on committed capital and 20% incentive after a 6% hurdle is standard for the asset class.
- Funding will come from distributions from existing private equity funds.

### Justification
- This action will provide additional diversification for the private equity portfolio, with a top tier investment manager, while gradually reducing the invested level of the private equity allocation.

### D/S/M/WBE Information
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Investments).

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For Information contact
James Mauldin
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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with CVC Capital of London, England, for their CVC Capital Fund VIII, in a commitment amount of $5 million.

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<td>Vice President Finance</td>
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Action
That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Deerpath Capital of New York, New York, for their Deerpath Capital Fund V, in a commitment amount of $7.5 million.

Description

- Deerpath Capital is a fund management business focused on originating privately negotiated loans to U.S. lower middle market businesses backed by a private equity sponsor. To date, the firm has raised four funds with $1.7 billion in investor commitments.
- The goal of the Deerpath Capital Fund V is to generate a high level of current income with strong downside protection. The strategy of targeting loans to smaller businesses is expected to create a better-than-average return objective of 12% and multiple objective of 1.5x.
- The management fee of 1% on invested capital and 15% incentive after an 8% hurdle is very investor friendly.
- Funding will come from both annual retirement plan funding and distributions from existing non-core fixed income strategies.

Justification

- This action will provide additional diversification for the portfolio, with a top tier investment manager, while growing the under-target non-core fixed income allocation.

D/S/M/WBE Information

- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Investments).

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For Information contact
James Mauldin
3-5447
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Asset Management Agreement with Deerpath Capital of New York, New York, for their Deerpath Capital Fund V, in a commitment amount of $7.5 million.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:18 am

Approved as to Funding by
Underwood, Max
Vice President Finance
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:44 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 10:36 am

Chief Executive Officer
Date
AGENDA
OPERATIONS COMMITTEE MEETING
TUESDAY, MARCH 3, 2020
12:40 p.m.

OPERATIONS COMMITTEE


Consent Item for Consideration

Alan Black 9. Approve a Interlocal Agreement, Contract No. 7006923, between the Board and the Central Texas College, of Killeen, Texas, and that the Chief Executive Officer or Designee be authorized to execute Contract No. 7006925, for Police Training and Recruitment Services with the Central Texas College, in an amount not to exceed $20,000.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

10. Approve execution of Contract No. 8005347, for Police and Security Consultant Services, with Parham Enterprise Development, of Carrollton, Texas, in an amount not to exceed $88,000.00, for the four month term of the Contract.

11. Approve execution of Purchase Order No. 276718, for Portable X-Ray Equipment, with Logos Imaging LLC, of Loveland, Colorado, in the amount of $100,000.00.

12. Approve execution of Contract No. 7006910, for Firefighting Personal Protective Equipment, with Delta Fire & Safety, Inc. dba Delta Industrial Service & Supply, of Port Neches, Texas, in an amount not to exceed $109,765.00, for the initial one-year term of the Contract, with options to renew for four additional one-year periods.

13. Approve execution of Purchase Order No. 276720, for Medical devices, with Stryker Sales Corporation, through its Medical Division, of Portage, Michigan, in the amount of $175,505.84.

Rusty Hodapp 14. Approve execution of Reimbursement Agreement No. 5000991, for Engineering Support for Taxiway M South, Impacting Runway 35L Glideslope, with the Federal Aviation Administration (FAA), Southwest Region, in an amount not to exceed $45,130.18, for the 1,095 calendar day term of the Contract.
15. Approve execution of Contract No 7006916, for Land Surveying Application Maintenance Services Plan, with Geomatic Resources LLC, of Irving, Texas, in an amount not to exceed $153,736.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

Tammy Huddleston 16. Approve an increase to Contract No. 7006844, for Passenger Boarding Bridge Maintenance Services, with Elite Line Services, Inc., of Carrollton, Texas, in an amount not to exceed $188,920.18, for a revised Contract amount of $25,687,906.26.

**Action Items for Consideration**

Rusty Hodapp 17. Approve execution of a deductive Change Order to Contract No. 9500632, for Terminal A Flyover and TRIP Bridge Retro, with EJ Smith Construction Company, LLC, of DeSoto, Texas, in a deductive amount not less than ($163,179.01).

18. Approve execution of a delivery order to Contract 9500635, Construction Services for Job Order Contract (JOC) with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in an amount not to exceed $1,000,000.00.

19. Approve an increase to Contract No. 9500567, for the Department of Public Safety Headquarters, with J.E. Dunn Construction Company, of Dallas, Texas, in an amount not to exceed $2,450,000.00, for a revised Contract amount not to exceed $58,770,631.30.

20. Approve an increase to Contract No. 9500623, for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities, with Flatiron Constructors, Inc., of Broomfield, Colorado, in an amount not to exceed $5,378,462.46, for a revised Contract amount of $36,567,422.59.

21. Approve execution of Contract No. 9500687, for Terminal D Upper Lower Level Roadway & Sidewalk Expansion Joints Replacement, with Southwest Construction Services, of Dallas, Texas, in an amount not to exceed $8,802,000.00, for the 241 calendar day term of the Contract.

**Discussion Items**

22. There are no Construction and Professional Services Contract increase(s) approved by authorized staff for this reporting period.

23. Decrease(s)/increase(s) in Scope of Work approved by authorized staff.
Date: 03/05/2020  
Committee: Operations  
Subject: Interlocal Agreement with Central Texas College  
Resolution #:

**Action**
That the Chief Executive Officer or designee be authorized to enter into an Interlocal Agreement, Contract No. 7006923, between the Board and the Central Texas College, of Killeen, Texas, and that the Chief Executive Officer or Designee be authorized to execute Contract No. 7006925, for Police Training and Recruitment Services with the Central Texas College, in an amount not to exceed $20,000.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

**Description**
- Execute an interlocal agreement with Central Texas College (CTC) to permit the Airport and College to engage in agreements for mutual services.
- Execute an agreement with CTC for Officer Training and Recruitment Services through the CTC Police Academy.

**Justification**
- Contract No. 7006923, will permit the execution of mutually-acceptable agreement between the Airport and CTC.
- Contract No. 7006925, provides an agreement for training services to United States military service members who are 180 days from discharge and eligible to participate in the College’s Police Academy Program for graduates to then be placed with the Airport’s Department of Public Safety (DPS).
- This Program will assist the Airport's efforts in recruiting and placing qualified personnel in DPS positions.

**D/S/M/WBE Information**
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Interlocal Agreement).

**Schedule/Term**
- Start Date: March 2020
- Contract No. 7006923, Agreement Term: Indefinite, unless terminated by either Party. Other individual agreements will be based on the project requirements.
- Contract No. 7006925, Agreement Term: One year with options to renew annually for additional one-year terms.

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For Information contact

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<td>Alan Black</td>
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<td>Ron Duncan</td>
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Interlocal Agreements among public entities are authorized under Title 9, Chapter 271, Subchapter F, Section 271.101 and 271.102, V.T.C.A., and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into an Interlocal Agreement, Contract No. 7006923, between the Board and the Central Texas College, of Killeen, Texas, and that the Chief Executive Officer or Designee be authorized to execute Contract No. 7006925, for Police Training and Recruitment Services with the Central Texas College, in an amount not to exceed $20,000.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:08 pm

Approved as to Funding by
Underwood, Max
Vice President Finance
Finance
Feb 20, 2020 1:28 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity
and Development
Business Diversity and
Development
Feb 20, 2020 12:35 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Public Safety
Feb 19, 2020 9:22 am

Chief Executive Officer
Pending
Date
Date: 03/05/2020  
Committee: Operations  
Subject: Police and Security Consultant  
Resolution #: 

**Action**
That the Chief Executive Officer or designee be authorized to execute Contract No. 8005347, for Police and Security Consultant Services, with Parham Enterprise Development, of Carrollton, Texas, in an amount not to exceed $88,000.00, for the four month term of the Contract.

**Description**
- Award a Contract for Police and Security Consulting service for the Department of Public Safety.

**Justification**
- A consultant is needed to identify and create a plan for increased collaboration and engagement within the Department of Public Safety.
- The consultant will build, implement and support programs and processes based on best practices in public safety operations.
- The project will support employee engagement within Police and Security Services.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- In accordance with the Board’s SBE Program, no SBE goal was set for this Contract due to no availability of SBE firms that perform this service (Specified Source).

**Schedule/Term**
- Start Date: March 2020
- Contract Term: Four Months

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**For Information contact**
- Alan Black: 3-3500
- Edward Dunagan: 3-5612

**Fund**  
Operating Fund

**Project #**  

**External Funding Source**  

**Amount**  
$88,000.00
Additional Information

- The services of this Contract are exempt from competitive bidding, in accordance with Local Government Code 252.022, as they are available from only one source.
- Projected Total of Contract, if approved, is $88,000.00.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No. 8005347, for Police and Security Consultant Services, with Parham Enterprise Development, of Carrollton, Texas, in an amount not to exceed $88,000.00, for the four month term of the Contract.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:15 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:28 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:35 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Charles C. Egger, Jr.
Department Head
Public Safety
Feb 19, 2020 9:22 am

Chief Executive Officer
Pending
Date: 03/05/2020
Committee: Operations
Subject: Portable X-Ray Equipment
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276718, for Portable X-Ray Equipment, with Logos Imaging LLC, of Loveland, Colorado, in the amount of $100,000.00.

**Description**
- Purchase Portable X-Ray Equipment for the Airport's Department of Public Safety (DPS).
- The equipment is funded with a 2019 Urban Area Security Initiative Grant No. 3914101.

**Justification**
- DPS was awarded a FY 2019 Urban Area Security Initiative Grant No. 3914101, to purchase X-ray equipment in the amount of $100,000.00, which was approved through Board Resolution No. 2019-12-295.
- DPS will use the equipment to further improve local and regional terrorism prevention, preparedness, and response capabilities.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**
- Purchase Date: March 2020
- Delivery Date: June 2020

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
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<tbody>
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<td>$100,000.00</td>
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</table>

**For Information contact**
- Alan Black
  3-3500
- Keith White
  3-5638

**Fund**
- DFW Capital Acct

**Project #**
- 26831-01

**External Funding Source**
- UASI Grant No. 3914101

**Amount**
- $100,000.00
Additional Information

- This purchase is exempt from public procurement in accordance with Local Government Code 252.022, as it is a procurement necessary to preserve or protect the public health and safety of the Airport’s traveling public, tenants and employees.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276718, for Portable X-Ray Equipment, with Logos Imaging LLC, of Loveland, Colorado, in the amount of $100,000.00.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:16 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:35 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Public Safety
Feb 19, 2020 9:22 am
Date: 03/05/2020  
Committee: Operations  
Subject: Firefighting Personal Protective Equipment

**Action**
That the Chief Executive Officer or designee be authorized to execute Contract No. 7006910, for Firefighting Personal Protective Equipment, with Delta Fire & Safety, Inc. dba Delta Industrial Service & Supply, of Port Neches, Texas, in an amount not to exceed $109,765.00, for the initial one-year term of the Contract, with options to renew for four additional one-year periods.

**Description**
- Award a Contract for Firefighting Personal Protective Equipment in support of the Airport’s Department of Public Safety.

**Justification**
- Replaces an existing Contract that has been in place for more than five years.
- The Contract is for equipment used by the Airport’s Fire Department.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board’s SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**
- Start Date: April 2020
- Contract Term: One year, with four one-year renewal options

<table>
<thead>
<tr>
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**For Information contact**
- Alan Black  
  3-3500
- Cathy Halliburton  
  3-5776

**Fund**  
Operating Fund  
---  
**Project #**  
---  
**External Funding Source**  
---  
**Amount**  
$109,765.00
Additional Information

- Three bids were received, none from SBE Firms, on or before the due date of February 4, 2020.
- Bid tabulation attached.
- Casco Industries, of Grand Prairie, Texas, held the previous Contract and submitted a bid, but the Contract was awarded to Delta Fire & Safety, Inc. dba Delta Industrial Service & Supply, of Port Neches, Texas, as they are the lowest responsive, responsible Bidder.
- Projected Total of Contract including all renewals, if approved is $548,825.00.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No. 7006910, for Firefighting Personal Protective Equipment, with Delta Fire & Safety, Inc. dba Delta Industrial Service & Supply, of Port Neches, Texas, in an amount not to exceed $109,765.00, for the initial one year term of the Contract, with options to renew for four additional one-year periods.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:17 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:36 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Public Safety
Feb 19, 2020 10:36 am

Chief Executive Officer
Pending
Date
## Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
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<tr>
<td>Delta Fire &amp; Safety, Inc. dba Delta Industrial Service &amp; Supply, Port Neches, Texas</td>
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<tr>
<td>North America Fire Equipment Co., Inc. (NAFECO), Decatur, Alabama</td>
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</tr>
<tr>
<td>Casco Industries, Grand Prairie, Texas</td>
<td>$113,860.65</td>
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</table>
Date: 03/05/2020  
Committee: Operations  
Subject: Medical Devices - Automatic Chest Compression  
Resolution #:  

**Action**

That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276720, for Medical Devices, with Stryker Sales Corporation, through its Medical Division, of Portage, Michigan, in the amount of $175,505.84.

**Description**

- Purchase Medical Devices for the Airport's Department of Public Safety (DPS).
- The devices are funded with an Assistance Firefighter Grant through the Department of Homeland Security Grant No. EMW-2018-FO-04839.

**Justification**

- DPS was awarded an Assistance Firefighter Grant through the Department of Homeland Security Grant No. EMW-2018-FO-04839, to purchase medical devices through Board Resolution No. 2019-10-229. The Grant funds 95% of the purchase.
- The purchase of the Automatic Chest Compression Devices allows DPS to further improve response capabilities as well as rescue and emergency medical operations.
- The devices will enhance public safety by providing hands free compressions; which allows medics to perform other life-saving functions.

**D/S/M/WBE Information**

- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board’s SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**

- Purchase Date: March 2020
- Delivery Date: April 2020

<table>
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<tr>
<th>Contract #</th>
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**For Information contact**

Alan Black  
3-3500

Keith White  
3-5638

**Fund**  
DFW Capital Acct

**Project #**  
26830-01

**External Funding Source**  
DHS Grant No.  
EMW-2018-FO-04839

**Amount**  
$175,505.84
Additional Information

- This purchase is exempt from public procurement in accordance with Local Government Code 252.022, as it is a procurement necessary to preserve or protect the public health and safety of the Airport’s traveling public, tenants and employees.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276720, for Medical Devices, with Stryker Sales Corporation, through its Medical Division, of Portage, Michigan, in the amount of $175,505.84.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:18 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:27 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:36 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Public Safety
Feb 19, 2020 10:37 am

Chief Executive Officer
Pending
Action
That the Chief Executive Officer or designee be authorized to execute Reimbursement Agreement No. 5000991, for Engineering Support for Taxiway M South, Impacting Runway 35L Glideslope, with the Federal Aviation Administration (FAA), Southwest Region, in an amount not to exceed $45,130.18, for the 1,095 calendar day term of the Contract.

Description
- This Agreement will provide reimbursement to the FAA for support to de-energize and re-energize the Runway 35L glideslope system as well as perform necessary flight checks to reinstate the system.

Justification
- Taxiway M is programmed for major pavement, electrical and drainage infrastructure repairs and upgrades to ensure safe and efficient operations and maintain service life.
- The Taxiway M South Rehabilitation project will temporarily shut down the glideslope for Runway 35L. In doing so, support is needed from the FAA to de-energize and re-energize the system as well as perform the necessary flight checks to place the system back into service.
- This Agreement will reimburse the FAA for their direct costs incurred in supporting this effort.

D/S/M/WBE Information
- N/A - Not subject to the Board's Business Diversity Program Policies. (Reimbursement to Federal Aviation Administration).

Schedule/Term
- Start Date: March 2020
- Contract Duration: 1,095 calendar days

<table>
<thead>
<tr>
<th>Contract #</th>
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<th>Purchase Order #</th>
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For Information contact
- Rusty Hodapp 3-3670
- Brett Peveto 3-1730

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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Reimbursement Agreement No. 5000991, for Engineering Support for Taxiway M South, Impacting Runway 35L Glideslope, with the Federal Aviation Administration (FAA), Southwest Region, in an amount not to exceed $45,130.18, for the 1,095 calendar day term of the Contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:19 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:26 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:36 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 19, 2020 12:21 pm

Pending

Chief Executive Officer
Date
Date: 03/05/2020  
Committee: Operations  
Subject: Maintenance Services for Land Surveying Application  

**Action**
That the Chief Executive Officer or designee be authorized to execute Contract No 7006916, for Land Surveying Application Maintenance Services Plan, with Geomatic Resources LLC, of Irving, Texas, in an amount not to exceed $153,736.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

**Description**
- Award a Contract for a Maintenance Services Plan for Land Surveying Application, in support of the Design, Code and Construction Department.

**Justification**
- This Contract provides maintenance services for the hardware and software utilized on equipment purchased by the Airport for the Land Surveying Application.
- The equipment are electronic surveying, scanning and data management systems that require firmware, software and maintenance to keep them in proper working condition. The support firmware, software and maintenance are proprietary to the equipment previously purchased. This equipment is utilized for all surveying and scanning applications on the Airport.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board’s SBE Policy due to the nature of the procurement (Sole Source).

**Schedule/Term**
- Start Date: April 2020
- Contract Term: One year, with options to renew annually for additional one-year periods

<table>
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**For Information contact**
- Rusty Hodapp  
  3-1891  
- Shannon Hamilton  
  3-5620

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<th>Fund</th>
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<tr>
<td>Operating Fund</td>
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</tbody>
</table>
Additional Information

- The services of this Contract are exempt from competitive bidding, in accordance with Local Government Code 252.022, as they are available from only one source.
- Projected Total of Contract, if approved, is $153,736.00.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No 7006916, for Land Surveying Application Maintenance Services Plan, with Geomatic Resources LLC, of Irving, Texas, in an amount not to exceed $153,736.00, for the initial one-year term of the Contract, with options to renew annually for additional one-year periods.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:26 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Feb 20, 2020 1:25 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Feb 20, 2020 12:36 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 12:20 pm

Chief Executive Officer
Pending
Date
Date: 03/05/2020
Committee: Operations
Subject: Passenger Boarding Bridge Maintenance Services
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to increase Contract No. 7006844, for Passenger Boarding Bridge Maintenance Services, with Elite Line Services, Inc., of Carrollton, Texas, in an amount not to exceed $188,920.18, for a revised Contract amount of $25,687,906.26.

**Description**
- Increase a Contract for Passenger Boarding Bridge Maintenance Services in support of the Airport's Energy, Transportation & Asset Management Department.

**Justification**
- The action adds to the scope of services for the maintenance of ten Potable Water Units, located at Terminal F Hardstand.
- The primary purpose of these Units is to ensure that safe and reliable drinking water is provided to the aircraft's passengers and crew.
- Maintenance of these Units is required in order to comply with Aircraft Drinking Water Rule, a Federal Regulation.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- The SBE contract specific goal for this Board Contract is 17%.
- Elite Line Services, Inc. has committed to achieving 35.6% SBE participation and no payments have been reported for the Prime year to date.

**Schedule/Term**
- The current Contract Completion date of January 31, 2025, is not affected by this action.

<table>
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<tr>
<th>Contract #</th>
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For Information contact
- Tammy Huddleston
  3-6132
- Shannon Hamilton
  3-5620

<table>
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<tr>
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</table>
On November 7, 2019, by Resolution No 2019-11-252, the Board approved the award of Contract No. 7006844, for Passenger Boarding Bridge Maintenance Services, with Elite Line Services, Inc., Carrollton, Texas.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase Contract No. 7006844, for Passenger Boarding Bridge Maintenance Services, with Elite Line Services, Inc., of Carrollton, Texas, in an amount not to exceed $188,920.18, for a revised Contract amount of $25,687,906.26.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:27 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:24 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development Business Diversity and Development
Feb 20, 2020 12:37 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head Energy & Transportation Mgmt
Feb 19, 2020 3:47 pm

Chief Executive Officer
Pending Date
Date 03/05/2020  Committee Operations  Subject Terminal A Flyover and Bridge Retro  Resolution #

Action
That the Chief Executive Officer or designee be authorized to execute a deductive Change Order to Contract No. 9500632, for Terminal A Flyover and TRIP Bridge Retro, with EJ Smith Construction Company, LLC, of DeSoto, Texas, in a deductive amount not less than ($163,179.01).

Description
- This action accounts for final quantity adjustments between the estimated quantities and the actual quantities installed at the completion of the project.

Justification
- Final adjustments have been determined on actual quantities installed, resulting in a credit of ($163,179.01).
- The final Contract work quantities are field verified by the Board's Construction Quality Assurance representatives.

D/S/M/WBE Information
- The annual goal for the MBE Program is 25%.
- In accordance with the Board's MBE Program, the MBE goal for this contract is 20%.
- EJ Smith Construction Company, LLC committed to achieving 20% MBE participation on this contract and is currently meeting the goal.
- EJ Smith Construction Company, LLC has committed to achieving the original 20% MBE commitment inclusive of this Board Action.

Schedule/Term
- The Contract term is not affected by this action.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
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For Information contact
Rusty Hodapp 3-3670
Brett Peveto 3-1730

<table>
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<tr>
<th>Fund</th>
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<td>Joint Capital Acct</td>
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</table>
On December 6, 2018, by Resolution No. 2018-12-274, the Board approved award of Contract No. 9500632, for Terminal A Flyover and TRIP Bridge Retro, with EJ Smith Construction Company, LLC, of DeSoto, Texas.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute a deducive Change Order to Contract No. 9500632, for Terminal A Flyover and TRIP Bridge Retro, with EJ Smith Construction Company, LLC, of DeSoto, Texas, in a deducive amount not less than ($163,179.01).

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:28 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:24 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development Business Diversity and Development
Feb 20, 2020 12:39 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 12:21 pm

Chief Executive Officer
Date

Pending
**Date**  
03/05/2020

**Committee**  
Operations

**Subject**  
Customs and Border Protection Biometric Entry Modification

**Resolution #**  

---

### Action

That the Chief Executive Officer or designee be authorized to execute a delivery order to Contract 9500635, Construction Services for Job Order Contract (JOC) with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in an amount not to exceed $1,000,000.00.

### Description

- Authorize a delivery order under an existing Job Order Contract (JOC) Contract to perform construction of the Customs and Border Protection (CBP) Biometric Entry Modification project.

### Justification

- The project will modify the CBP Passport Control Area to provide the necessary infrastructure and technology to launch facial biometric comparison processing of incoming international passengers.
- Facial biometric comparison processing will eliminate the use of passport processing kiosks and allow passengers to be processed by officers using a more sophisticated facial comparison system.
- CBP plans to deploy facial biometric comparison processing in Terminal D on May 4, 2020, as part of their nationwide schedule of federal deployments.
- Delivery of this project in an accelerated manner utilizing a JOC contractor is necessary to ensure construction is complete and ready for deployment of facial biometric comparison processing by CBP on May 4, 2020.
- This resolution is submitted to the Board pursuant to Section 2269.403 of the Texas Government Code because the total Delivery Order will exceed $500,000.00.

### D/S/M/WBE Information

- The annual goal for the MBE Program is 25%.
- In accordance with the Board's MBE Program, the MBE goal for this contract is 40%.
- Gilbert May, Inc., dba Phillips/May Corporation committed to achieving 40% MBE participation on this contract and is currently meeting the goal.
- Gilbert May, Inc., dba Phillips/May Corporation has committed to achieving the original 40% MBE commitment inclusive of this Board Action.

### Schedule/Term

- Start Date: March 2020
- Contract Duration: 120 calendar days

### For Information contact

| Rusty Hodapp  | 3-1891 |
| Janny Grammer | 3-1892 |

### Fund

<table>
<thead>
<tr>
<th>External Funding Source</th>
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<td>DFW Capital Acct</td>
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### Contract # Agreement # Purchase Order # Action Amount Revised Amount

| 9500635  | NTE | $1,000,000.00 | $0 |

---

---
**Additional Information**

- On August 2, 2018, by Resolution No. 208-08-147, the Board awarded Contract No. 9500635, for the Job Order Contract (JOC), with Gilbert May, Inc., dba Phillips/May Corporation, Dallas, Texas.
- This project is being constructed using a JOC Contract in order to achieve an early construction completion aligning with schedule to meet the US Customs and Border Protection (CBP) deployment date.

---

**BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to execute a delivery order to Contract 9500635, Construction Services for Job Order Contract (JOC) with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in an amount not to exceed $1,000,000.00.

**Approved as to Form by**

Rodríguez, Elaine  
Legal Counsel  
Feb 20, 2020 1:31 pm

**Approved as to Funding by**

Miyashita, Glenn  
Assistant Vice President Capital Planning Finance  
Feb 20, 2020 1:23 pm

**Approved as to M/WBE by**

Burks Lee, Tamela  
Vice President Business Diversity and Development  
Business Diversity and Development  
Feb 20, 2020 12:40 pm

**SIGNATURE REQUIRED FOR APPROVAL**

Approved by

Department Head  
Feb 19, 2020 12:29 pm

**Pending**

Chief Executive Officer  
Date
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date 03/05/2020
Committee Operations
Subject Department of Public Safety Station 1 Demolition
Resolution #

Action
That the Chief Executive Officer or designee be authorized to increase Contract No. 9500567, for the Department of Public Safety Headquarters, with J.E. Dunn Construction Company, of Dallas, Texas, in an amount not to exceed $2,450,000.00, for a revised Contract amount not to exceed $58,770,631.30.

Description
- Increase the Contract value for the Department of Public Safety Headquarters.

Justification
- This project is part of the overall DPS Headquarters Design Build program.
- Upon completion of the newly-opened DPS Headquarters and staff relocation, the abandoned DPS Station One building is programmed for demolition.
- The Design Build team will provide the following services to support the demolition of DPS Station One. Modifications to the Fire Station Apparatus Bay to make the facility ready for ongoing service; installation of temporary utilities to support the Fire Station, Apparatus Bay and Airport Operations Area (AOA) fence during demolition; relocation of utilities; plumbing modifications, and modification of security measures:
  - Demolish two existing structures that make up DPS Station One
  - Installation of a new AOA fence
  - Alter existing technology and security systems in the current DPS Station One to support portions of the AOA and Fire Station including a new communications room and related infrastructure
  - Asbestos abatement
  - Modify existing site and parking lot
- This action increases the current demolition allowance and authorizes an Owner-controlled allowance in the amount of $550,000.00.

D/S/M/WBE Information
- The annual goal for the M/WBE Program is 35%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 35% for design and 35% for construction.
- J.E. Dunn Construction has committed to achieving 35% M/WBE participation for design and is currently achieving 27.97%, and 35% M/WBE participation for construction and is currently achieving 38.21%.
- J.E. Dunn has submitted compliance plan documentation to the satisfaction of BDDD in relation to their M/WBE commitments.

Schedule/Term
- The current Contract Term is not affected by this action.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
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<tr>
<td>9500567</td>
<td>NTE</td>
<td></td>
<td>NTE $2,450,000.00</td>
<td>$58,770,631.30</td>
</tr>
</tbody>
</table>

For Information contact
Rusty Hodapp
3-1891
Dwaynetta Russell
3-1720

Fund Project # External Funding Source Amount
Joint Capital Acct 26405-04 Joint Capital Acct 26405-04

$2,450,000.00
On March 9, 2017, by Resolution No. 2017-03-058, the Board awarded Contract No. 9500567, for the Department of Public Safety Headquarters, with J.E. Dunn Construction Company, of Dallas, Texas.

On October 11, 2018, by Resolution No. 2018-10-217, the Board approved a Contract modification to Contract No. 9500567, for the Department of Public Safety Headquarters, with J.E. Dunn Construction Company, of Dallas, Texas.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase Contract No. 9500567, for the Department of Public Safety Headquarters, with J.E. Dunn Construction Company, of Dallas, Texas, in an amount not to exceed $2,450,000.00, for a revised Contract amount not to exceed $58,770,631.30.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:32 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:22 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 3:53 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 12:23 pm

Pending
Chief Executive Officer
Date
Date: 03/05/2020

Committee: Operations

Subject: Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities

Resolution #: 

**Action**

That the Chief Executive Officer or designee be authorized to increase Contract No. 9500623, for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities, with Flatiron Constructors, Inc., of Broomfield, Colorado, in an amount not to exceed $5,378,462.46, for a revised Contract amount of $36,567,422.59.

**Description**

- Increase the Contract for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities to account for weather delay costs, unforeseen site conditions, final as-built quantity adjustments, and Federal Aviation Administration (FAA) required revisions.
- This action will result in a final Contract amount and allow for close out to proceed.
- The overall Northeast End Around Taxiway program remains within budget.

**Justification**

- Excessive rainfall and suspension of services during the federal government shutdown delayed construction resulting in additional costs for extended general conditions and loss of productivity.
- Quantities of sod installed were substantially increased to control erosion and maintain airfield drainage under conditions created by excessive rainfall amounts.
- Subsurface soil conditions required visual screen foundation modifications, additional soil excavation and drainage channel modifications.
- FAA revised their communication cable standards resulting in additional compliance cost.
- Contingent upon MII approval.

**D/S/M/WBE Information**

- The annual goal for the DBE Program is 32%.
- In accordance with the Board's DBE Program, the DBE goal for this Contract is 20%.
- Flatiron Constructors, Inc. committed to achieving 20.02% DBE participation on this contract and is currently achieving 21.86%.

**Schedule/Term**

- The current Contract completion date of November 30, 2019, will be extended 183 calendar days.

**Contract #**

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9500623</td>
<td>NTE</td>
<td></td>
<td>NTE $5,378,462.46</td>
<td>$36,567,422.59</td>
</tr>
</tbody>
</table>

**For Information contact**

- Rusty Hodapp: 3-3670
- Ivonne Gonzalez: 3-1725

**Fund**

- Joint Capital Acct

**Project #**

- 26640-01

**External Funding Source**

- $5,378,462.46
Additional Information

- On April 5, 2018, by Resolution No. 2018-04-061, the Board awarded Contract No. 9500623, for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities, with Flatiron Constructors, Inc.
- On January 10, 2019, by Resolution No. 2018-01-003, the Board amended Contract No. 9500623, for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities, with Flatiron Constructors, Inc.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase Contract No. 9500623, for Northeast End Around Taxiway - Package I, East Air Freight Taxiway and Utilities, with Flatiron Constructors, Inc., of Broomfield, Colorado, in an amount not to exceed $5,378,462.46, for a revised Contract amount of $36,567,422.59.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:33 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:21 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development Business Diversity and Development
Feb 20, 2020 12:42 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 19, 2020 12:27 pm

Chief Executive Officer
Pending
Date
Date: 03/05/2020
Committee: Operations
Subject: Terminal D Upper, Lower Level Roadway and Sidewalk Expansion Joints Replacement

Action
That the Chief Executive Officer or designee be authorized to execute Contract No. 9500687, for Terminal D Upper, Lower Level Roadway & Sidewalk Expansion Joints Replacement, with Southwest Construction Services, of Dallas, Texas, in an amount not to exceed $8,802,000.00, for the 241 calendar day term of the Contract.

Description
• Award a Contract for Terminal D Upper, Lower Level Roadway & Sidewalk Expansion Joints Replacement in support of the Airport's Design, Code and Construction Department.

Justification
• Work will include, but is not limited to, replacement of expansion joints located at Terminal D on the upper and lower level sidewalks, and the upper level roadway; and replacement of the topping slab on the upper level roadway.
• The project will also include re-marking of passenger pick-up/drop-off zones along the upper level curb side to comply with current regulatory standards.
• The existing roadway joints, sidewalk joints and upper level topping slab have deteriorated and require replacement.
• Contingent upon MII approval.

D/S/M/WBE Information
• The annual goal for the MBE Program is 25%.
• In accordance with the Board's MBE Program, the MBE goal for this contract is 25%.
• Southwest Construction Services has committed to achieving 26.13% participation utilizing Quick Set Concrete, Inc. (HM-C: 24.26%) and Diversified Electrical Solutions (BM-C: 1.87%).

Schedule/Term
• Start Date: March 2020
• Contract Duration: 241 calendar days

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9500687</td>
<td>NTE</td>
<td></td>
<td>NTE $8,802,000.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

For Information contact
Rusty Hodapp
3-3670
Ivonne Gonzalez
3-1725

<table>
<thead>
<tr>
<th>Fund</th>
<th>Project #</th>
<th>External Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Capital Acct</td>
<td>26648-01</td>
<td>$8,802,000.00</td>
<td></td>
</tr>
</tbody>
</table>
Three bids, none from MBE firms, were received on or before the due date of February 7, 2020.
Bid tabulation attached.
The bid submitted by Ragle, Inc. of Euless, Texas, was determined non-responsive as the submission did not meet the specifications outlined in the Airport's solicitation.
Southwest Construction Services, of Dallas, Texas, is the lowest responsive, responsible Bidder.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No. 9500687, for Terminal D Upper, Lower Level Roadway & Sidewalk Expansion Joints Replacement, with Southwest Construction Services, of Dallas, Texas, in an amount not to exceed $8,802,000.00, for the 241 calendar day term of the Contract.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:40 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:21 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:43 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 12:24 pm

Pending

Chief Executive Officer
**Contract No. 9500687**  
Terminal D Upper, Lower Level Roadway and Sidewalk  
Expansion Joints Replacement  
Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount w/One Alternate</th>
</tr>
</thead>
</table>
| Southwest Construction Services\(^\text{NT}\)  
Dallas, Texas                        | $8,802,000.00              |
| Gibson & Associates, Inc.  
Balch Springs, Texas                  | $13,417,736.20             |

**Note:**  
1. Bid price difference is attributed to the company specializing in the scope of work and the ability to self-perform.
Report to the Airport Board all Contracts valued between $25,000.00 and $50,000.00, and Contracts Increases/Decreases valued between $25,000.00 and $50,000.00, for the month of January 2020.
## CONTRACT/PURCHASE ORDER INCREASES/DECREASES ($25,000 OR GREATER)
(APPROVED BY BOARD STAFF UNDER THEIR DELEGATED AUTHORITY – JANUARY 2020)

<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>CONTRACT NO.</th>
<th>CONTRACT TITLE/DESCRIPTION</th>
<th>ACTION TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vittas Aviation Consultants</td>
<td>8500344</td>
<td>Professional Services – Airline Representative</td>
<td>Change Order</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Bedford, Texas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basecom, Inc.</td>
<td>9500634</td>
<td>Life Safety Upgrades in Terminal A</td>
<td>Change Order</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Fort Worth, Texas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $65,000.00

**Note:**
1. MBE – Certified through the North Central Texas Regional Certification Agency
AGENDA
FINANCE/AUDIT COMMITTEE MEETING
TUESDAY, MARCH 3, 2020
12:50 p.m.

FINANCE/AUDIT COMMITTEE

Max Underwood

Rob Darby


Consent Items for Consideration

Dee Amos 27. Approve execution of a Memorandum of Understanding with the United States Department of Homeland Security to participate in the Blue Lightning Initiative to further efforts to prevent and raise awareness of human trafficking.

Jeff Benvegnu 28. Approve execution of a lease extension with Transportation Security Administration (TSA) for terminal support space necessary for passenger screening operations.

James Mauldin 29. Approve a request by American Airlines to exercise its option to purchase an MD-80 flight simulator, identified by FAA ID Number 240.

Action Items for Consideration

Jeff Benvegnu 30. Approve execution of a Reimbursement Agreement with American Airlines, Inc. (AA) for the programming, design and equipment costs for the Terminal D Pre-Conditioned Air (PCA) replacement project, in an amount not to exceed $2,921,432.02.

31. Approve a Reimbursement Agreement with American Airlines (AA), Inc. for design costs and original manufacturer equipment (OEM) for certain Baggage Handling System (BHS) Improvements, in an amount not to exceed $7,151,212.00.

Tamela Lee 32. Approve execution of contract 8005348, for Craft Training Program, with the Construction Education Foundation of North Texas (CEF, Inc.) of Irving, Texas, in an amount not to exceed $1,000,000.00, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.
Chris Poinsatte 33. Approve the form of the Fifty-Seventh Supplemental Bond Ordinance and requesting its passage by the City Councils of Dallas and Fort Worth; and authorizing the Authorized Officers to take other necessary actions in connection therewith.

Elaine Rodriguez 34. Approve changes to the DFW Airport Code of Rules and Regulations.

Michael Youngs 35. Approve an increase to Contract No. 7006099, for Baggage Reconciliation/Tracking System Maintenance and Support with ARINC, Incorporated, a part of Collins Aerospace, of Annapolis, Maryland, in an amount not to exceed $387,909.00, for a revised Contract amount of $1,267,275.25.

36. Approve execution of Contract No. 7006911, for Enterprise Storage and Data Protection, with Storage Assessments, LLC of Plano, Texas, in an amount not to exceed $2,595,628.67, for the initial one-year term of the Contract, with options to renew for four additional one-year periods.

Discussion Items


KPIs and Financial Report – FY 2020

Four months ending January 31, 2020 - Unaudited
## Key Performance Indicator Scorecard

**Four months ending January 31, 2020 - Unaudited**

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>FY 2019 Actuals</th>
<th>FY 2020 Actuals</th>
<th>FY 2020 Budget</th>
<th>Actuals vs. Budget Increase/(Decrease)</th>
<th>FY 2020 Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFW CC Net Revenues</td>
<td>$44.1</td>
<td>$53.6</td>
<td>$50.2</td>
<td>$3.4, 6.8%</td>
<td>$164.0</td>
</tr>
<tr>
<td>Total Expenditure Budget</td>
<td>$330.6</td>
<td>$329.8</td>
<td>$331.9</td>
<td>($2.1), (0.6%)</td>
<td>$1,032.0</td>
</tr>
<tr>
<td>Airline Costs</td>
<td>$160.3</td>
<td>$156.6</td>
<td>$161.9</td>
<td>($5.4), (3.3%)</td>
<td>$501.5</td>
</tr>
<tr>
<td>Total Passengers (Ms)</td>
<td>22.46</td>
<td>24.56</td>
<td>24.10</td>
<td>0.46, 1.9%</td>
<td>75.7</td>
</tr>
</tbody>
</table>

### Results Status Bar
- **Safety Green**: Improved/Constant
- **Yellow**: Worse


### DFW Cost Center

**Four months ending January 31, 2020 - Unaudited**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>$55.5</td>
<td>$57.5</td>
<td>$56.2</td>
<td>$1.3</td>
<td>2.3%</td>
</tr>
<tr>
<td>Concessions</td>
<td>29.5</td>
<td>31.2</td>
<td>31.0</td>
<td>0.2</td>
<td>0.7%</td>
</tr>
<tr>
<td>Rental Car</td>
<td>11.0</td>
<td>11.8</td>
<td>10.7</td>
<td>1.1</td>
<td>9.9%</td>
</tr>
<tr>
<td>Commercial Development</td>
<td>16.1</td>
<td>17.8</td>
<td>17.8</td>
<td>0.0</td>
<td>0.2%</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>14.3</td>
<td>15.2</td>
<td>14.0</td>
<td>1.2</td>
<td>8.6%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>126.4</td>
<td>133.4</td>
<td>129.7</td>
<td>3.8</td>
<td>2.9%</td>
</tr>
<tr>
<td><strong>DFW CC Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>46.1</td>
<td>46.5</td>
<td>47.4</td>
<td>(0.9)</td>
<td>(2.0%)</td>
</tr>
<tr>
<td>Debt Service, net</td>
<td>20.6</td>
<td>19.8</td>
<td>19.4</td>
<td>0.4</td>
<td>2.1%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>66.8</td>
<td>66.2</td>
<td>66.7</td>
<td>(0.5)</td>
<td>(0.8%)</td>
</tr>
<tr>
<td><strong>Gross Margin - DFW Cost Center</strong></td>
<td>59.6</td>
<td>67.2</td>
<td>62.9</td>
<td>4.3</td>
<td>6.8%</td>
</tr>
<tr>
<td>Less Transfers and Skylink</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DFW Terminal Contribution</td>
<td>1.0</td>
<td>0.9</td>
<td>0.9</td>
<td>0.0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Skylink Costs</td>
<td>14.6</td>
<td>12.7</td>
<td>11.8</td>
<td>0.9</td>
<td>7.5%</td>
</tr>
<tr>
<td><strong>Net Revenues from DFW Cost Center</strong></td>
<td><strong>$44.1</strong></td>
<td><strong>$53.6</strong></td>
<td><strong>$50.2</strong></td>
<td><strong>$3.4</strong></td>
<td><strong>6.8%</strong></td>
</tr>
</tbody>
</table>
## Airfield and Terminal Cost Centers

Four months ending January 31, 2020 - Unaudited

<table>
<thead>
<tr>
<th>(in millions)</th>
<th>Year-To-Date FY 2019</th>
<th>FY 2020</th>
<th>Actuals</th>
<th>Actuals</th>
<th>Budget</th>
<th>Increase/(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landing Fees</td>
<td>$39.1</td>
<td>$35.3</td>
<td>$35.1</td>
<td>$0.2</td>
<td>$108.7</td>
<td></td>
</tr>
<tr>
<td>Other Airfield</td>
<td>4.2</td>
<td>4.3</td>
<td>4.2</td>
<td>0.1</td>
<td>12.7</td>
<td></td>
</tr>
<tr>
<td>Transfer from DFW Cost Center</td>
<td>16.1</td>
<td>22.7</td>
<td>20.1</td>
<td>2.6</td>
<td>12.7%</td>
<td>70.5</td>
</tr>
<tr>
<td><strong>Total Airfield Revenue</strong></td>
<td>59.4</td>
<td>62.3</td>
<td>59.4</td>
<td>2.9</td>
<td>4.9%</td>
<td>191.8</td>
</tr>
<tr>
<td>Terminal Leases</td>
<td>103.1</td>
<td>110.6</td>
<td>110.6</td>
<td>(0.0)</td>
<td>(0.0%)</td>
<td>331.9</td>
</tr>
<tr>
<td>FIS Fees</td>
<td>8.2</td>
<td>8.5</td>
<td>8.4</td>
<td>0.1</td>
<td>1.6%</td>
<td>27.6</td>
</tr>
<tr>
<td>Turn Fees and Other</td>
<td>18.2</td>
<td>17.5</td>
<td>17.8</td>
<td>(0.3)</td>
<td>(1.8%)</td>
<td>55.1</td>
</tr>
<tr>
<td><strong>Total Terminal Revenues</strong></td>
<td>129.5</td>
<td>136.6</td>
<td>136.8</td>
<td>(0.2)</td>
<td>(0.2%)</td>
<td>414.6</td>
</tr>
<tr>
<td>DFW Terminal Contributions</td>
<td>1.0</td>
<td>0.9</td>
<td>0.9</td>
<td>0.0</td>
<td>0.0%</td>
<td>2.8</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>189.8</td>
<td>199.8</td>
<td>197.1</td>
<td>2.7</td>
<td>1.4%</td>
<td>609.3</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenditures</td>
<td>103.7</td>
<td>108.8</td>
<td>110.2</td>
<td>(1.5)</td>
<td>(1.3%)</td>
<td>348.6</td>
</tr>
<tr>
<td>Debt Service, net *</td>
<td>86.2</td>
<td>83.1</td>
<td>84.1</td>
<td>(1.0)</td>
<td>(1.2%)</td>
<td>260.7</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>190.0</td>
<td>191.9</td>
<td>194.3</td>
<td>(2.4)</td>
<td>(1.3%)</td>
<td>609.3</td>
</tr>
<tr>
<td><strong>Total Airfield/terminal Net Income/(Loss)</strong></td>
<td>($0.1)</td>
<td>$7.9</td>
<td>$2.8</td>
<td>$5.1</td>
<td>181.7%</td>
<td>($0.0)</td>
</tr>
</tbody>
</table>

* - Net of Passenger Facility Charges (PFC's) and Customer Facility Charges (CFC's)
## Operating Fund – Total Expenditures

Four months ending January 31, 2020 - Unaudited

<table>
<thead>
<tr>
<th>(in millions)</th>
<th>FY 2019 Actuals</th>
<th>FY2020 Actuals</th>
<th>FY 2020 Budget</th>
<th>FY 2020 Increase/(Decrease)</th>
<th>FY 2020 Annual Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>$51.2</td>
<td>$54.1</td>
<td>$53.8</td>
<td>$0.3</td>
<td>0.5%</td>
</tr>
<tr>
<td>Benefits</td>
<td>5 23.3</td>
<td>24.5</td>
<td>25.4</td>
<td>(0.9)</td>
<td>(3.6%)</td>
</tr>
<tr>
<td>Facility Maintenance Contracts</td>
<td>23.3</td>
<td>25.0</td>
<td>25.5</td>
<td>(0.5)</td>
<td>(2.1%)</td>
</tr>
<tr>
<td>Other Contract Services</td>
<td>6 38.2</td>
<td>34.4</td>
<td>35.3</td>
<td>(0.9)</td>
<td>(2.5%)</td>
</tr>
<tr>
<td>Utilities</td>
<td>8.7</td>
<td>9.3</td>
<td>8.7</td>
<td>0.6</td>
<td>6.4%</td>
</tr>
<tr>
<td>Equipment and Other Supplies</td>
<td>5.9</td>
<td>5.9</td>
<td>5.6</td>
<td>0.3</td>
<td>5.9%</td>
</tr>
<tr>
<td>Insurance</td>
<td>1.9</td>
<td>1.8</td>
<td>1.8</td>
<td>0.0</td>
<td>0.2%</td>
</tr>
<tr>
<td>Fuels</td>
<td>1.3</td>
<td>1.2</td>
<td>1.3</td>
<td>(0.2)</td>
<td>(14.4%)</td>
</tr>
<tr>
<td>General, Administrative, and Other</td>
<td>2.0</td>
<td>2.1</td>
<td>2.2</td>
<td>(0.2)</td>
<td>(6.9%)</td>
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<tr>
<td>Change in Operating Reserves</td>
<td>6.8</td>
<td>8.1</td>
<td>8.1</td>
<td>0.0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td>162.5</td>
<td>166.1</td>
<td>167.6</td>
<td>(1.5)</td>
<td>(0.9%)</td>
</tr>
<tr>
<td>Debt Service, gross</td>
<td>168.1</td>
<td>163.7</td>
<td>164.2</td>
<td>(0.6)</td>
<td>(0.3%)</td>
</tr>
<tr>
<td><strong>Total 102 Fund Expenditures</strong></td>
<td>$330.6</td>
<td>$329.8</td>
<td>$331.9</td>
<td>($2.1)</td>
<td>(0.6%)</td>
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<td>Category</td>
<td>Notes</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Parking</td>
<td>Parking revenue was $57.5 million, $1.3 million (2.3%) higher than budget primarily due to changes in the utilization of parking products.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Rental Car</td>
<td>RAC revenues were $11.8 million, $1.1 million (9.9%) higher than budget primarily due to higher average daily rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenues</td>
<td>Other revenues were $15.2 million, $1.2 million (8.6%) higher than budget primarily due to utilities revenues and interest income as a result of higher than expected interest rates.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Transfer from DFW Cost Center</td>
<td>Transfer from DFW Cost Center revenues were $22.7 million, $2.6 million (12.7%) higher than budget primarily due to increased DFW Cost Center net revenues, 75% of which are shared with the airlines.</td>
<td></td>
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<tr>
<td>Benefits</td>
<td>Benefits were $24.5 million, $0.9 million (3.6%) lower than budget primarily due to lower healthcare costs as a result of lower expenses and stop loss reimbursements received.</td>
<td></td>
<td></td>
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<tr>
<td>Other Contract Services</td>
<td>Other contract services were $34.4 million, $0.9 million (2.5%) lower than budget primarily due to computer contracts (software, hardware and maintenance), employee checkpoint screening and outside contracts partially offset by consulting and other professional services.</td>
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DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

<table>
<thead>
<tr>
<th>Date</th>
<th>Committee</th>
<th>Subject</th>
<th>Resolution #</th>
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<tbody>
<tr>
<td>03/05/2020</td>
<td>Finance/Audit</td>
<td>Homeland Security Blue Lightning Initiative</td>
<td></td>
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</table>

**Action**
That the Chief Executive Officer or designee be authorized to execute a Memorandum of Understanding with the United States Department of Homeland Security to participate in the Blue Lightning Initiative to further efforts to prevent and raise awareness of human trafficking.

**Description**
- Enter into a Memorandum of Understanding (MOU) with the U.S. Department of Homeland Security (DHS) to participate in the Blue Lightning Initiative (BLI).
- BLI provides Airports with awareness and best practice materials to assist in the training of employees to identify the signs of human trafficking and report suspected cases.
- Additionally, the MOU allows DFW Airport to utilize DHS and BLI visual graphics for the Airport's public awareness campaign surrounding human trafficking.

**Justification**
- DFW is enhancing its comprehensive employee and public awareness campaign to prevent and detect human trafficking at DFW Airport.
- The resources provided through the BLI will benefit DFW Airport, at no cost, to further DFW's efforts.
- Resources include visual graphics, access to speakers and educational materials specific to the aviation industry.
- 36 Airports in the U.S. and many airlines will be using the resources through BLI. This will ensure a consistent message for U.S. travelers.

**D/S/M/WBE Information**
- N/A.

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<thead>
<tr>
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For Information contact
Dee Baker Amos 3-5555
JJ Cawelti 3-4613

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<th>External Funding Source</th>
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</table>
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute a Memorandum of Understanding with the United States Department of Homeland Security to participate in the Blue Lightning Initiative to further efforts to prevent and raise awareness of human trafficking.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:19 am

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:19 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:45 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 19, 2020 9:44 am

Chief Executive Officer
Pending
Date
Date: 03/05/2020
Committee: Finance/Audit
Subject: Lease Extension with Transportation Security Administration
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to execute a lease extension with Transportation Security Administration (TSA) for terminal support space necessary for passenger screening operations.

**Description**
- Since 2001, DFW has leased terminal space to the TSA to support their security screening responsibility in the terminals.
- The TSA terminal support space includes TSA supervisor offices, employee break rooms, training rooms and other necessary functions, and comprises approximately 21,000 square feet.
- Lease agreements are five-year terms, and the current agreement expires April 30, 2020.
- The new agreement will be effective from May 1, 2020 through April 30, 2025.
- For year one, annual lease revenue is $2,212,540, with consumer price index adjustments for each of the following four years.

**Justification**
- TSA must have support space to perform their function.

**D/S/M/WBE Information**
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Leases).

**Schedule/Term**
Five year lease term beginning May 1, 2020 and expiring April 30, 2025

<table>
<thead>
<tr>
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For Information contact
Jeff Benvegnu
3-4640

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<th>Fund</th>
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Additional Information

- The General Services Administration negotiated this agreement on behalf of the TSA.

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<th>BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD</th>
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<td>That the Chief Executive Officer or designee be authorized to execute a lease extension with Transportation Security Administration (TSA) for terminal support space necessary for passenger screening operations.</td>
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<th>Approved as to M/WBE by</th>
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<td>Miyashita, Glenn</td>
<td>Burks Lee, Tamela</td>
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<tr>
<td>Legal Counsel</td>
<td>Assistant Vice President Capital Planning Finance</td>
<td>Vice President Business Diversity and Development</td>
</tr>
<tr>
<td>Feb 19, 2020 11:20 am</td>
<td>Feb 20, 2020 1:18 pm</td>
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**SIGNATURE REQUIRED FOR APPROVAL**

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<tr>
<td>Department Head</td>
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<td>Feb 18, 2020 4:14 pm</td>
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Pending

Chief Executive Officer Date
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date 03/05/2020
Committee Finance/Audit
Subject Approve request by American Airlines to exercise its option to purchase an MD-80 flight simulator
Resolution #

Action
That the Airport Board approves a request by American Airlines to exercise its option to purchase an MD-80 flight simulator, identified by FAA ID Number 240.

Description

- In the past, the Dallas Fort Worth Facility Improvement Corporation (FIC) has financed flight simulators for American Airlines (AA) using tax-exempt bonds. These bonds have been fully repaid by AA and were not obligations of the FIC or the airport. In order to finance using tax-exempt bonds, the Airport had to technically own the equipment, which was leased back to AA, under the terms of a Master Equipment Lease.
- Pursuant to Article 12 of the Master Equipment Lease, as amended, AA has the option to purchase the equipment at Fair Market Value.
- AA has informed the Airport that an MD-80 Flight Simulator Training Device (FSTD), identified by FAA ID #240, is now surplus equipment and AA is requesting that the Airport Board approves AA's right to exercise its option to purchase the equipment for the amount of $52,500. AA will then sell the simulator to a 3rd party for the same amount. The proceeds from the sale will be deposited to the Joint Capital Account and used for eligible tax-exempt projects.
- An appraisal has been prepared by IMPEX, Inc. This appraisal has determined that the simulator has no resale value. The Appraisal also determined that the scrap value of the simulator would also be zero since the high cost and hazard of removal and disposal of such equipment would be prohibitive and would exceed any value as scrap metal.

Justification

- This action provides for the disposal of surplus equipment at the AA training facility, in accordance with the terms of the Master Equipment Lease and applicable Federal Tax Laws.

D/S/M/WBE Information

- N/A.

Contract # Agreement # Purchase Order # Action Amount Revised Amount
$0 $0

Fund Project # External Funding Source Amount

For Information contact James Mauldin
3-5447 $0
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board approves a request by American Airlines to exercise its option to purchase an MD-80 flight simulator, identified by FAA ID Number 240.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:22 am

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:18 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:47 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 19, 2020 10:33 am

Pending
Chief Executive Officer
Date
Date 03/05/2020  
Committee Finance/Audit  
Subject Reimbursement Agreement with American Airlines, Inc. for Terminal D PCA Replacement Project  
Resolution #  

Action  
That the Chief Executive Officer or designee be authorized to execute a Reimbursement Agreement with American Airlines, Inc. (AA) for the programming, design and equipment costs for the Terminal D Pre-Conditioned Air (PCA) replacement project, in an amount not to exceed $2,921,432.02.

Description  
- DFW Signatory Airlines approved approved a Majority In Interest capital improvement request for replacement of PCA units for AA’s leased gates at Terminal D as part of the current 10 year capital improvement program.  
- Upon execution of a reimbursement agreement with AA, DFW will agree to reimburse AA (or its contractors) for the programming, design and equipment costs incurred for the Terminal D PCA replacement project, in an amount not to exceed $2,921,432.02.  
- Project will include the permitting, design and replacement of:  
  * Seven 45-ton air handling units  
  * Ten 90-ton air handling units  
- Remaining construction costs, estimated to be $3,278,567.98, will be subject to Board approval of a future reimbursement agreement with AA.  
- Project will require close coordination with affected stakeholders to minimize conflicts and improve project delivery which can be more efficiently planned and implemented by AA.

Justification  
- Existing PCAs are over fifteen years old and have reached the end of useful life.  
- PCA unit effectiveness will continue to diminish as the equipment has reached the end of useful life and delaying the replacement will increase the potential for system outages, resulting in loss of heating and cooling to aircraft when parked at the gate.  
- Delay of the project will lead to excessive maintenance costs and poor operational performance.  
- Board approval for design and equipment costs for this project is being pursued in this action item, with AA’s participation levels shown in the D/S/M/WBE section below. Once AA is complete with the design, they will submit to DFW their proposed construction and installation participation levels for review by DFW in advance of a second Board item to complete the project

D/S/M/WBE Information  
- American Airlines has awarded the contract to RWB Consulting Engineers.  
- RWB Consulting Engineers has committed to achieving 38.49% participation utilizing RM Chin & Associates (PF-C: 38.49%).

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
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<td>NTE $2,921,432.02</td>
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For Information contact  
Jeff Benvegnu  
3-4640

Fund  
Project #  
External Funding Source  
Amount  
Joint Capital Acct  
26837-01  
$2,921,432.02
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute a Reimbursement Agreement with American Airlines, Inc. (AA) for the programming, design and equipment costs for the Terminal D Pre-Conditioned Air (PCA) replacement project, in an amount not to exceed $2,921,432.02.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 1:45 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:16 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:48 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 18, 2020 4:15 pm

Chief Executive Officer

Date
Date 03/05/2020
Committee Finance/Audit
Subject Reimbursement Agreement with American Airlines, Inc. for Baggage Handling System Improvements
Resolution #

Action
That the Chief Executive Officer or designee be authorized to approve a Reimbursement Agreement with American Airlines (AA), Inc. for design costs and original manufacturer equipment (OEM) for certain Baggage Handling System (BHS) Improvements, in an amount not to exceed $7,151,212.00.

Description
- DFW Signatory Airlines recently approved Majority In Interest capital improvement requests for programmatic BHS improvements in all the DFW terminals.
- Upon execution of a reimbursement agreement with American, DFW will agree to reimburse AA for the associated design and programming costs incurred for certain BHS improvements and for the procurement of necessary equipment required for the project.
- Programming and design will be reimbursed in an amount not to exceed $4,651,212.00 and equipment will be reimbursed in an amount not to exceed $2,500,000.00, for a total of $7,151,212.00.
- Remaining project construction costs, estimated to be $100,848,788, will be subject to Board approval of a future reimbursement agreement with American.

Justification
- DFW and AA have spent considerable efforts developing a comprehensive program which identifies critical BHS repairs, upgrades or replacements.
- The program has identified the most critical projects that will ensure the maintainability and reliability of all operational systems for a minimum of the next ten years.
- Without implementation, there is a high risk of system failures and outages that will negatively impact customer experience and degrade operations.
- Due to the complexities of airline operations and phasing strategies, DFW prefers that AA performs the work, including design and construction.
- Board approval for design and equipment costs for this project is being pursued in this action item, with AA's participation levels shown in the D/S/M/WBE section below. Once AA is complete with the design, they will submit to DFW their proposed construction and installation participation levels for review by DFW in advance of a second Board item to complete the project.

D/S/M/WBE Information
- American Airlines has awarded the contract to Studdiford Technical Solutions.
- Studdiford Technical Solutions has committed to achieving 21.08% participation utilizing De Los Santos Construction (HM-C: 4.03%), Imperial Power Group (BM-C: 4.13%), Brock Solutions (WF-C: 2.15%) and VTC (WF-C: 10.77%).

<table>
<thead>
<tr>
<th>Contract #</th>
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<td>NTE$7,151,212.00</td>
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For Information contact
Jeff Benvegnu
3-4640

Fund Project # External Funding Source Amount
Joint Capital Account Various $7,151,212.00
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to approve a Reimbursement Agreement with American Airlines (AA), Inc. for design costs and original manufacturer equipment (OEM) for certain Baggage Handling System (BHS) Improvements, in an amount not to exceed $7,151,212.00.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:39 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:16 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:43 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Feb 18, 2020 4:16 pm

Chief Executive Officer Date
Date 03/05/2020  Committee Finance/Audit  Subject Craft Training Program

Action
That the Chief Executive Officer or designee be authorized to execute contract 8005348, for Craft Training Program, with the Construction Education Foundation of North Texas (CEF, Inc.) of Irving, Texas, in an amount not to exceed $1,000,000.00, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.

Description
- This action will provide training curriculum for construction-related skilled workers in craft professional positions and administrative services. Craft Training includes, but is not limited to, trades such as carpentry, electrical, plumbing, HVAC and, fire protection.
- The Craft Training Program will offer a combination of classroom based, online and hands-on training administered through a Program Administrator.

Justification
- By investing in the advancement of the construction workforce skillset, the Airport will:
  - Demonstrate its commitment to invest in the local community
  - Expand pool of skilled workforce
  - Help address a shortage of trained labor
  - Provide a competitive advantage to enhance commitment of those working on Airport projects
  - Improve safety and productivity

D/S/M/WBE Information
- The Construction Education Foundation of North Texas has committed to utilizing a process that includes certified curriculum available through the minority/women construction associations that are advocacy partners of DFW.

Schedule/Term
- Start Date: May 2020
- Contract Duration: Two years, with three additional one-year option periods.

Contract # Agreement # Purchase Order # Action Amount Revised Amount
8005348 NTE $1,000,000.00 $0

For Information contact Fund Project # External Funding Source Amount
Tamela Lee Operating $1,000,000.00
Additional Information

- This is a Specified Source Contract with an entity uniquely qualified based on the nature of the professional services provided and experience working with the Airport.
- Construction Education Foundation of North Texas (CEF, Inc.), founded in January 1996, is a 501(c)3 nonprofit. For more than 20 years, North Lake College (Dallas County Community College District) and CEF have partnered to offer hands-on training for the construction industry, providing students and employees opportunities to broaden their skills and advance their careers in the construction industry.
- CEF, Inc., was the Program Administrator for the Craft Training Program for the Capital Development Program (Terminal D & Skylink) and the Terminal Renewal & Improvement Program.
- Projected Total of Contract including all renewals, if approved is $2,500,000.00.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract 8005348, for Craft Training Program, with the Construction Education Foundation of North Texas (CEF, Inc.) of Irving, Texas, in an amount not to exceed $1,000,000.00, for the initial two year term of the Contract, with options to renew for three additional one-year periods.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:40 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:15 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Feb 20, 2020 12:44 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Small & Emerging Business
Feb 19, 2020 10:43 am

Pending

Chief Executive Officer
Date
**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**
**OFFICIAL BOARD ACTION/RESOLUTION**

<table>
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<tr>
<th>Date</th>
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<th>Subject</th>
<th>Resolution #</th>
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<tbody>
<tr>
<td>03/05/2020</td>
<td>Finance/Audit</td>
<td>Approval of Fifty-Seventh Supplemental Bond Ordinance</td>
<td></td>
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**Action**
That the Airport Board approves the attached resolution, approving the form of the Fifty-Seventh Supplemental Bond Ordinance and requesting its passage by the City Councils of Dallas and Fort Worth; and authorizing the Authorized Officers to take other necessary actions in connection therewith.

**Description**
- The Fifty-Seventh Supplemental Bond Ordinance will provide for the issuance of multiple series of bonds, currently projected to be four series, in an amount not to exceed $2.6 billion over a period of one year from the date of approval by the Owner Cities.
- The purpose of the planned bond issues will be to refund approximately $1.9 billion Series 2011C, 2011D, 2012B, 2012D, 2012G, and 2012H bonds to refinance to achieve substantial interest savings.
- Total estimated savings by issuing the planned refunding bonds is in excess of $450 million.
- Additionally, this will allow DFW to opportunistically convert outstanding commercial paper to bonds during the time period, given proper market conditions.
- The Underwriters for the transactions will be appointed from the Pools approved by the DFW Board under Resolution 2018-01-013.

**Justification**
- The Fifty-Seventh Supplemental Bond Ordinance will give the Airport the flexibility to size bond issues and determine the best time to enter the market. This flexibility proved successful during the programmatic issuance of more than $6 billion in refunding and improvement bonds during the Terminal Renewal and Improvement Program.

**D/S/M/WBE Information**
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Financial Investments).

**Schedule/Term**
The current schedule reflects the planned bonds being issued between June and September 2020.

<table>
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For Information contact
James Mauldin
3-5447

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BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board approves the attached resolution, approving the form of the Fifty-Seventh Supplemental Bond Ordinance and requesting its passage by the City Councils of Dallas and Fort Worth; and authorizing the Authorized Officers to take other necessary actions in connection therewith.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:40 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:15 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:45 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 19, 2020 11:48 am

Chief Executive Officer
Pending
Date
DALLAS FORT WORTH INTERNATIONAL AIRPORT
FIFTY-SEVENTH SUPPLEMENTAL CONCURRENT BOND ORDINANCE

Passed concurrently by the City Councils of the Cities of Dallas and Fort Worth, Texas

Authorizing One or More Series of

DALLAS FORT WORTH INTERNATIONAL AIRPORT
JOINT REVENUE BONDS

________________________________________
Passed by the City Council of the City of Dallas _______, 2020

Passed by the City Council of the City of Fort Worth _______, 2020

________________________________________
Effective _______, 2020
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Signatures

SCHEDULE I – SCHEDULE OF REFUNDED BOND CANDIDATES
CITY OF DALLAS ORDINANCE NO. ____________

CITY OF FORT WORTH ORDINANCE NO. ____________

FIFTY-SEVENTH SUPPLEMENTAL CONCURRENT BOND ORDINANCE AUTHORIZING ONE OR MORE SERIES OF DALLAS FORT WORTH INTERNATIONAL AIRPORT JOINT REVENUE BONDS, FOR LAWFUL PURPOSES; PROVIDING THE SECURITY THEREOF; PROVIDING FOR THE SALE, EXECUTION AND DELIVERY THEREOF SUBJECT TO CERTAIN PARAMETERS; AND PROVIDING OTHER TERMS, PROVISIONS AND COVENANTS WITH RESPECT THERETO

WHEREAS, prior to the adoption of this ordinance (herein defined and cited as the "Fifty-Seventh Supplemental Concurrent Bond Ordinance" or as the or this "Ordinance"), the City Councils of the Cities of Dallas and Fort Worth, Texas (the "Cities") passed the Master Bond Ordinance relating to the Dallas Fort Worth International Airport (the "Airport"); and

WHEREAS, the Master Bond Ordinance constitutes the controlling bond ordinance of the Cities that relates to the financing of the Airport and (i) prescribes the terms and conditions upon the basis of which the Additional Obligations, Credit Agreements, and Parity Credit Agreement Obligations may be issued and executed, and (ii) provides and establishes the pledge, security, and liens securing the Cities' special obligations to pay when due the Outstanding Obligations, any Parity Credit Agreement Obligations, and any Additional Obligations; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on May 25, 2011 and May 24, 2011, respectively, concurrently adopted the Forty-Seventh Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2011C (Non-AMT) (the "2011C Bonds"), in the aggregate principal amount of $151,840,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on May 25, 2011 and May 24, 2011, respectively, concurrently adopted the Forty-Seventh Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2011D (Non-AMT) (the "2011D Bonds"), in the aggregate principal amount of $221,750,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2012B (Non-AMT) (the "2012B Bonds"), in the aggregate principal amount of $433,770,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2012D (AMT) (the "2012D Bonds"), in the aggregate principal amount of $475,000,000; and
WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2012G (Non-AMT) (the "2012G Bonds"), in the aggregate principal amount of $294,080,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2012H (AMT) (the "2012H Bonds"), in the aggregate principal amount of $480,000,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 27, 2013 and February 19, 2013, respectively, concurrently adopted the Forty-Ninth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2013A (AMT) (the "2013A Bonds"), in the aggregate principal amount of $372,240,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 27, 2013 and February 19, 2013, respectively, concurrently adopted the Forty-Ninth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2013C (AMT) (the "2013C Bonds"), in the aggregate principal amount of $242,000,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 27, 2013 and February 19, 2013, respectively, concurrently adopted the Forty-Ninth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2013E (AMT) (the "2013E Bonds"), in the aggregate principal amount of $225,310,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 27, 2013 and February 19, 2013, respectively, concurrently adopted the Forty-Ninth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2014A (AMT) (the "2014A Bonds"), in the aggregate principal amount of $201,515,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 26, 2014 and March 4, 2014, respectively, concurrently adopted the Fiftieth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2014B (AMT) (the "2014B Bonds"), in the aggregate principal amount of $222,910,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 26, 2014 and March 4, 2014, respectively, concurrently adopted the Fiftieth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2014D (AMT) (the "2014D Bonds"), in the aggregate principal amount of $78,430,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on August 28, 2019 and September 10, 2019, respectively, concurrently adopted the Fifty-Sixth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Subordinate
Lien Commercial Paper Notes, Series I (the "Series I Notes"), as may be outstanding from time to time; and


WHEREAS, each City Council hereby finds and determines that because it is not practical to determine on the date hereof the net present value savings of refunding the Refunded Bonds such amount will be specified in the Officer’s Pricing Certificate; provided however, that the refunding of the Series I Notes are for the restructuring purpose of converting interim debt to long-term fixed rate debt; and

WHEREAS, pursuant to Sections 8.3 and 8.4 of the Master Bond Ordinance, the "Outstanding Ordinances" (as defined in the Master Bond Ordinance) and the Master Bond Ordinance may be amended with the consent of the holders of more than a majority of the combined principal amount of the Obligations then outstanding at the time of the effective date of any amendments and each Credit Provider, if applicable, or, pursuant to Section 8.4(b) of the Master Bond Ordinance, if the amendments are approved by Insurers and such other Credit Providers as applicable (all such capitalized terms having the respective meanings defined in the Master Bond Ordinance); and

WHEREAS, the City Council of each of the Cities has heretofore approved a new Fifty-Third Concurrent Bond Ordinance, effective May 22, 2019 (the "Fifty-Third Supplement") as an amendment to the Master Bond Ordinance, such Fifty-Third Supplement to be effective immediately upon the receipt of the requisite consents referenced therein; and

WHEREAS, all of the holders of the Bonds issued pursuant to this Ordinance are hereby deemed by the purchase of such Bonds to have irrevocably consented to the Fifty-Third Supplement; and

WHEREAS, each City Council finds and determines that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by Applicable Law; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Short Title. This Ordinance may hereafter be cited in other documents and without further description as the "Fifty-Seventh Supplemental Concurrent Bond Ordinance."

Section 1.2 Definitions. The capitalized terms used herein, including in the preambles hereto, that are not otherwise defined herein shall have the same meanings and definitions as are applied to such terms, respectively, in, or incorporated into, the Master Bond Ordinance. Additionally, unless
otherwise expressly provided or unless the context clearly requires otherwise, the following additional terms shall have the respective meanings specified below:

**Authorized Officer** – means each of the Chief Executive Officer, the Executive Vice President, Chief Financial Officer, or the Vice President of Treasury Management of the Board, each acting singly, and, in the event any of such positions is renamed or otherwise reorganized, including any person holding or exercising the duties of any comparable position.

**Bond** - means any of the Bonds.

**Bond Date** - means the date of such Bonds as designated in the Officer's Pricing Certificate.

**Bonds** - mean the bonds described in Section 3.1 as such series and titles are authorized by separate Officer’s Pricing Certificates.

**Closing Date** - means the dates on which each series of Bonds are actually delivered to and paid for by the Purchaser.

**Code** – means the Internal Revenue Code of 1986, as amended.

**Designated Payment/Transfer Office** - means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or such other location as may be designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Cities and such successor.

**DTC** - means The Depository Trust Company of New York, New York, or any successor securities depository.

**DTC Participant** - means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such parties.

**Initial Bond** - means the Bonds described in Section 3.2 with the insertions required by Section 6.2(d) and an Officer’s Pricing Certificate.

**Insurer or Insurers** - means the issuer of the Policy or of the Policies if more than one are issued, as certified by an Authorized Officer on the Closing Date.

**Interest Payment Date** - means the date or dates upon which interest on the Bonds is scheduled to be paid until the applicable Stated Maturity Date or Mandatory Redemption Date, as determined in the Officer's Pricing Certificate.

**Mandatory Redemption Dates** - mean the dates on which the Cities are obligated to redeem Bonds in advance of their respective Stated Maturity Dates in accordance with Section 4.4 and the Officer’s Pricing Certificate.

**Master Bond Ordinance** – means the Master Bond Ordinance, approved by the City Councils of the Cities and effective upon receipt of the consents required by the Thirtieth Ordinance and as amended.
**Master Paying Agent Agreement** - means the paying agent agreement previously executed by the Board and the Paying Agent/Registrar that specifies the duties and responsibilities of the Paying Agent/Registrar with respect to bonds or other obligations issued by the Cities in relation to the Airport.

**Non-PAB Bonds** – means any series of Bonds issued under this Ordinance that is, or was, as the case may be, issued and designated by the Cities in the Officer's Pricing Certificate or otherwise as "Non-PAB" or as a "non-private activity bond."

**Officer’s Pricing Certificate(s)** - means the certificate(s) to be executed by one of the Authorized Officers pursuant to Section 3.2. Multiple Officer’s Pricing Certificates for multiple series of Bonds may be executed pursuant to this Ordinance.

**Ordinance** - means this Ordinance and all amendments hereof and supplements hereto.

**Original Issue Date** - means the Closing Date of each series of Bonds.

**PAB Bonds** – means any series of Bonds issues under this ordinance that is, or was, as the case may be, issued and designated by the Cities in the Officer's Pricing Certificate or otherwise as "PAB" or as a "private activity bond."

**Paying Agent/Registrar** - means The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

**Policy or Policies** - means the policy or policies, if any, of municipal bond insurance relating to the Bonds issued on the Closing Date by the Insurer or the Insurers if more than one.

**Purchaser** - means the person, firm or entity or the group thereof, or the representative of such group, initially purchasing the Bonds issued hereunder from the Cities pursuant to each Underwriting Agreement.

**Record Date** - means the 15th day of the month next preceding an Interest Payment Date.

**Refunded Bonds** - means those obligations designated as such in the Officer's Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

**Refunded Bond Candidates** - means the obligations described in Schedule I attached hereto which are authorized to be designated Refunded Bonds in the Officer's Pricing Certificate.

**Representation Letter** - means the "Blanket Letter of Representations" between the Cities and DTC, as approved ratified in Section 3.9(c).

**Stated Maturity Dates** - mean the respective dates on which the Bonds are stated to mature in accordance with Section 3.2(b) and the Officer’s Pricing Certificate.

**Thirtieth Ordinance** – means the Thirtieth Supplemental Concurrent Bond Ordinance passed by the City Councils of the Cities and effective on February 23, 2000.

**Underwriting Agreement** - means the underwriting agreements or private placement agreements hereafter entered into as contemplated and authorized in Section 3.2(b) and in the Officer's
Pricing Certificates. Multiple Underwriting Agreements may be entered into for multiple series of Bonds authorized pursuant to this Ordinance and separate Officer’s Pricing Certificates.

Section 1.3 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(a) Article and Section references shall mean references to Articles and Sections of this Ordinance unless designated otherwise.

(b) If any one or more of the covenants, provisions or agreements contained herein should be contrary to Applicable Law, then such covenants, provisions or agreements shall be deemed separable from the remaining covenants, provisions, and agreements hereof, and shall in no way affect the validity of the remaining covenants, provisions, and agreements contained in this Ordinance.

Section 1.5 Declarations and Additional Rights and Limitations Under Master Bond Ordinance. (a) For all purposes of the Outstanding Ordinances and the Master Bond Ordinance, as amended and supplemented, the Cities declare and provide as follows:

(i) The Bonds are Additional Obligations that are authorized by Section 3.2 of the Master Bond Ordinance.

(ii) The Bonds are not Interim Obligations.

(iii) Each Policy is a Credit Agreement, and each Insurer is a Credit Provider. However, a Policy does not create a Parity Credit Agreement Obligation. A Policy, if any, entered into for the purpose of providing all or a portion of the amount equal to the Debt Service Reserve Requirement is hereby declared to be a Credit Agreement that is on a parity with Subordinate Lien Obligations; provided however, the provisions of subsection 5.2(b) (iii) of the Master Bond Ordinance shall continue to apply with respect to any deficiencies in the Debt Service Reserve Fund, including any costs of a Policy with respect to the Debt Service Reserve Fund.

(iv) Administrative Expenses shall include the fees and expenses owed to the Paying Agent/Registrar.

(v) The amount of the Debt Service Reserve Requirement on account of the Bonds is an amount that is not less than the average annual Debt Service that will be required to be paid on or with respect to all Outstanding Obligations as of the date following the delivery of the Bonds. In the event that the amount on deposit in the Debt Service Reserve Fund is less than the amount required, the amount specified in the Officer’s Pricing Certificate, pursuant to Section 8.1 shall be deposited to the Debt Service Reserve
Fund out of the proceeds of the Bonds or shall be used to enter into a Credit Agreement to satisfy the Debt Service Reserve Requirement.

(vi) The Stated Maturity Dates and the Mandatory Redemption Dates established in accordance with Articles III and IV as modified by the Officer’s Pricing Certificate are Principal Payment Dates for the purposes of the Master Bond Ordinance.

(vii) Each Insurer, as a Credit Provider, that is not at such time in default under its Policy is authorized to give and withdraw notices of default under the provisions of Section 7.1(vii) of the Master Bond Ordinance.

(viii) Each of the Authorized Officers is designated and appointed as an "officer" of the Cities for the limited purposes of administering this Ordinance, including particularly the related documents and agreements described herein in accordance with Chapters 1207 and 1371, Texas Government Code, as amended, as applicable.

(ix) This Ordinance is an Additional Supplemental Ordinance.

(b) For all purposes of the Outstanding Ordinances and the Master Ordinances, as amended and supplemented, the following additional rights and limitations are granted and imposed:

(i) No amendment to the Master Bond Ordinance or this Ordinance shall be approved or adopted pursuant to any of Sections 8.2, 8.3, 8.4, or 8.5 of the Master Bond Ordinance, whether with or without the consent of the Holders, unless and until the same is approved by the Insurer that at the time is not in default under its Policy has a then current credit rating of at least investment grade by two nationally recognized rating agencies, to the extent required under the terms of the Credit Agreement.

(ii) The Cities shall have the right to amend the Outstanding Ordinances, the Master Bond Ordinance, and this Ordinance without the consent of or notice to the Holders, for any purpose not prohibited by Section 8.3 of the Master Bond Ordinance, if such amendment is approved by the Insurer that at the time is not in default under its Policy and has a then current credit rating of at least investment grade by two nationally recognized rating agencies and such other Credit Providers, if any, as may be required by an Additional Supplemental Ordinance.

(iii) Whenever in this Ordinance, or in the Master Bond Ordinance, the right is granted to redeem Bonds in advance of a Stated Maturity Date, any such redemption may be accomplished with any lawfully available money. The Bonds may be redeemed according to their respective terms, and pro rata redemptions are not required.

(iv) In the event of the occurrence of an Event of Default, the right of acceleration of the Stated Maturity Date or the Mandatory Redemption Date of any Bond or of any Parity Credit Agreement Obligation is not granted as a remedy, and the right of acceleration is expressly denied.

(v) Pursuant to the terms of Section 8.4 of the Master Bond Ordinance, Holders of the Bonds confirm that the Credit Providers, whether or not related to the Bonds, have the right to consent to amendments to the Master Bond Ordinance, the Fifty-Seventh Ordinance and the Outstanding Ordinances without notice to or the consent of the Holders of the Bonds.
(c) Notwithstanding any other provision hereof, the holders of the Bonds, as evidenced by the purchase thereof, irrevocably consent to the amendment of the Master Bond Ordinance by the Fifty-Third Supplement, such Fifty-Third Supplement to be effective immediately upon receipt of the requisite consents set forth in the Master Bond Ordinance.

ARTICLE II

PURPOSES, PLEDGE AND SECURITY FOR BONDS

Section 2.1 Purposes of Ordinance. The purposes of this Ordinance are to prescribe the specific terms and provisions of the Bonds, to extend expressly the pledge, lien, security and provisions of the Master Bond Ordinance to and for the benefit of the Holders, to provide certain covenants to and for the benefit of each Insurer and/or Credit Provider, and to sell the Bonds to the Purchaser.

Section 2.2 Pledge, Security for, Sources of Payment of Bonds. (a) The pledge, the security and the filing provisions of Sections 2.2 and 2.4, respectively, of the Master Bond Ordinance are hereby expressly restated, fixed, brought forward and granted to the Holders, and to each Insurer, as a Credit Provider.

(b) The Bonds, as "Additional Obligations" under the Master Bond Ordinance, are secured by a lien on and pledge of the Pledged Revenues and the Pledged Funds on a parity with the Prior Obligations, and any other Additional Obligations that are Outstanding, and with Parity Credit Agreement Obligations, if any, that are unpaid from time to time, as declared and provided in Section 2.2 of the Master Bond Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1 Authorization. Additional Obligations, to be designated as set forth in the Officer's Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapters 1207 and 1371, Texas Government Code, as amended and Chapter 22, Texas Transportation Code, as amended. The Authorized Officer is hereby authorized and directed to modify the title of each Series to the extent that, in the judgment of the Authorized Officer, it is necessary or appropriate. The final titles, the number of series and allocation of principal amount between each Series of Bonds shall be determined by the Authorized Officer based on market conditions in the discretion of the Authorized Officer and set forth in the Officer’s Pricing Certificate for each series. The Authorized Officer shall also be authorized to issue and sell any series of Bonds as taxable obligations if the Authorized Officer determines that it is in the best interest of the Cities and the Airport to do so. The designation of any series of Bonds as taxable shall be set forth in the Officer’s Pricing Certificate for that series. The Bonds shall be issued in the number of series and aggregate principal amount per series designated in the Officer's Pricing Certificate, provided that the aggregate principal amount of all of the Bonds shall not exceed $2,600,000,000 (of which $250,000,000 will be allocated to refunding the Series I Notes), for the purpose of (1) refunding all or a portion of the Refunded Bond Candidates, as set forth in the Officer's Pricing Certificate, (2) to provide funding for the Debt Service Reserve Requirement through either the deposit of Bond proceeds or entering into a surety or such other agreement, if applicable, and (3) to pay the Cities' and the Board's costs incurred in connection with the issuance of the Bonds including the costs of the Policy or Policies of Insurance or the surety or debt service reserve agreement.
Section 3.2 Initial Date, Denominations, Number, Maturity, Initial Registered Owner, Characteristics of the Initial Bond and Expiration Date of Delegation. (a) The Initial Bonds are hereby authorized to be issued, sold, and delivered hereunder as single fully registered Bonds, without interest coupons, dated the dates designated in the Officer’s Pricing Certificate, in the denomination and maximum aggregate principal amount as designated in the Officer’s Pricing Certificate, numbered T-1 or as otherwise set forth in the Officer’s Pricing Certificate, payable in annual installments of principal to the initial registered owner thereof (to be determined by the Authorized Officer, as hereinafter provided), or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bonds to be payable on the dates, respectively, and in the principal amounts, respectively, to be stated the Officer’s Pricing Certificate, and as provided in this Ordinance, but with the final installment of principal (the maximum term) to be not later than November 1, 2050.

(b) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, each Authorized Officer and the City Managers are hereby authorized, appointed, and designated as the officers or employees of the Cities authorized to act on behalf of the Cities in the selling and delivering of the Initial Bonds and carrying out the other procedures specified in this Ordinance, including the determination of the prices at which the Initial Bonds will be sold, the amount of each Principal Installment of each series issued hereunder, the due date of each Principal Installment of each series hereof, which shall be November 1 in each year in which a Principal Installment each series is due unless modified by the Officer’s Pricing Certificate, the rate of interest to be borne by each Principal Installment of each series issued hereunder, the redemption features, including any requirements of Mandatory Redemption, and all other matters relating to the issuance, sale, and delivery of the Initial Bonds and each series of the Bonds provided that:

(i) each series of Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and

(ii) the combined aggregate principal amount of all the Bonds issued pursuant to this Ordinance and, authorized to be issued for the purposes described in Section 3.1 shall not exceed the maximum amount authorized in Section 3.1 hereof ($2,600,000,000 (of which $250,000,000 will be allocated to refunding the Series I Notes)) and shall equal an amount at least sufficient to provide for the paying of the costs refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in schedule I hereto; and

(iii) all such terms and determinations pertaining to the pricing of each series of Bonds, including whether such series of Bonds shall be sold pursuant to a negotiated sale or private placement, shall be based on bond market conditions and available interest rates for each series of Bonds on the date of the sale of each series of the Bonds, all as set forth in the Officer’s Pricing Certificate for each series. The Refunded Bonds shall be identified in the Officer’s Pricing Certificate for each series in accordance with the preceding sentence, except that if less than an entire maturity is to be refunded, the Refunded Bonds to be refunded within a maturity shall be selected as provided in the Ordinance authorizing their issuance and, if not so provided, by lot; and

(iv) prior to delivery of each series of Bonds to the Purchasers, each series of Bonds must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.
The Authorized Officers are hereby authorized and directed to approve the final terms and provisions of each Underwriting Agreement in accordance with the terms of the Officer’s Pricing Certificate and this Ordinance, such approval being evidenced by its execution thereof by any Authorized Officer. With regard to such terms and provisions of each Underwriting Agreement, the Authorized Officer is hereby authorized to come to an agreement with the Purchasers of each series of Bonds on the following, among other matters:

(i) The details of the purchase and sale of the Bonds;

(ii) The details of the public offering of the Bonds by the Underwriters;

(iii) The details of an Official Statement (and, if appropriate, any Preliminary Official Statement), if applicable, relating to the Bonds and Rule 15c2-12 compliance;

(iv) A security deposit for the Bonds;

(v) The representations and warranties of the Cities and the Board to the Purchasers;

(vi) The details of the delivery of, and payment for, the Bonds;

(vii) The Purchasers’ obligations under the Underwriting Agreements;

(viii) The certain conditions to the obligations of the Airport and the Cities under the Underwriting Agreements;

(ix) Termination of the Underwriting Agreements;

(x) Particular covenants of the Airport and the Cities;

(xi) The survival of representations made in the Underwriting Agreements;

(xii) The payment of any expenses relating to the Underwriting Agreements;

(xiii) Notices; and

(xiv) Any and all such other details that are found by the Authorized Officer to be necessary and advisable for the purchase and sale of the Bonds.

Any Authorized Officer, acting singly, is hereby authorized and directed to execute each Underwriting Agreement for and on behalf of the Board and the Cities and as the act and deed of the Board and the Cities.

(d) A portion of Bonds are expected to be issued for restructuring of the Airport’s debt service requirements; however, to the extent any present value savings is achieved with the issuance of any series of Bonds pursuant to this Ordinance, such restructuring purpose and requirement is hereby deemed to be achieved.

(e) In connection with the issuance and delivery of the Bonds, the Authorized Officer, acting for and on behalf of the Cities, is authorized to set out in the Officer’s Pricing Certificate such
information as contemplated herein. The Officer’s Pricing Certificate shall include such information as such Authorized Officer deems appropriate or is required by this Ordinance.

(f) The Authorized Officer is authorized to establish which maturity or maturities, if any, of each series of Bonds shall be insured based on recommendations of the Co-Financial Advisors of the Airport, and such Authorized Officer shall specify the name or names of the Insurer or Insurers in each Underwriting Agreement and Officer's Pricing Certificate and shall specify therein which maturity or maturities, if any, will be insured.

(g) The Initial Bonds of each series (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof as provided for in this Ordinance and in the Officer’s Pricing Certificate, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bonds of each series shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in this Ordinance and as determined by an Authorized Officer, as provided herein and in the Officer’s Pricing Certificate, with such changes and additions as are required to meet the terms of each Underwriting Agreement and the Officer’s Pricing Certificate, including the names as to which the Initial Bond of each series shall be registered.

(h) The authority granted to the Authorized Officer under this Section 3.2 shall expire one year from the effective date unless otherwise extended by the City Councils of each of the cities by separate action.

Section 3.3 Medium, Method and Place of Payment. (a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to the Holders whose names appear in the Obligation Register (as defined in Section 3.5) at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Cities or the Board. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the Holder entitled to such payment, United States mail, first class postage prepaid, to the address of the Holder as it appears in the Obligation Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. Upon written request of a registered owner of at least $1,000,000 in principal amount of Bonds, all payments of the principal of, redemption premium, if any, and interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner.

(d) The principal of each Bond shall be paid to the Holder on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.
(e) If a date for the payment of the principal of or interest on a Bond is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the Cities or in the city in which the Designated Payment/Transfer Office is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar and Applicable Law, unclaimed payments remaining unclaimed by the Holders entitled thereto for three years after the applicable payment or redemption date shall be paid to the Board and thereafter neither the Cities, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

(g) The unpaid principal balance of each Initial Bond shall bear interest as set forth in such Initial Bond to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the Principal Installments, and said interest shall be payable to the registered owner thereof, all in the manner provided and on the dates fixed by the Authorized Officers in accordance with this Ordinance and the Officer’s Pricing Certificate for each series, and with interest rates as fixed by the Authorized Officer in accordance with this Ordinance and the Officer’s Pricing Certificate, and as set forth in the Underwriting Agreements.

Section 3.4 Ownership. (a) The Cities, the Board, the Paying Agent/Registrar and any other person may treat each Holder as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to each Holder on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the Cities, the Board, nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Holder in accordance with this Section shall be valid and effectual and shall discharge the liability of the Cities, the Board, and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.5 Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the Board shall cause the Paying Agent/Registrar to keep a register (the "Obligation Register") at its principal trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Ownership of any Bond may be transferred in the Obligation Register only upon the presentation and surrender thereof at the Paying Agent’s Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of $5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Obligation Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer. As provided in any Underwriting Agreement related to a private placement, the bond purchaser covenants to not sell the Bonds unless such purchaser
delivers a letter in the form attached to the related Underwriting Agreement. No transfer of any Bond shall be effective until entered in the Obligation Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of $5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds shall be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Cities and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The Board will pay, as Administrative Expenses, the Paying Agent/Registrar’s reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of the Bonds, but the Paying Agent/Registrar will require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Bond. In addition, the Cities hereby covenant with the Holders of the Bonds that the Board will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the Cities, the Board, nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond.

Section 3.6 Cancellation and Authentication. All Bonds paid or redeemed before their Stated Maturity Dates in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled
upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the canceled Bonds in accordance with Applicable Law.

Section 3.7 Temporary Bonds. (a) Following the delivery and registration of the Initial Bond issued hereunder and pending the preparation of definitive Bonds, the proper officers of the Cities may execute and, upon the Cities’ or the Board’s request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Cities executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The Cities or the Board, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.8 Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Cities, the Board, or the Paying Agent/Registrar may require the Holder of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to Subchapter D of Chapter 1201, Texas Government Code, as amended, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Holder first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, the Board and the Cities to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Cities and the Paying Agent/Registrar.
(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Cities, the Board, and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Cities, the Board, or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Cities and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.9 Book-Entry Only System. (a) The definitive Bonds for each series shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The Bonds will also be subject to DTC Book-Entry System and Global Clearance Procedures.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Cities, the Board, and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the Cities, the Board, and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Holder, as shown on the Obligation Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Cities, the Board, and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Obligation Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the Obligation Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Cities’ obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the register, shall receive a certificate evidencing the obligation of the Cities to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.
(c) The "Blanket Representation Letter" setting respective duties with respect to the Bonds has been previously executed and delivered by an Authorized Officer of the Airport and made applicable to the Bonds delivered in book-entry-only form to DTC, as securities depository therefor, is hereby ratified and approved for the Bonds.

Section 3.10 Successor Securities Depository. In the event that the Cities, the Board, or the Paying Agent/Registrar determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Cities, the Board, or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Obligation Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Officer’s Pricing Certificate.

Section 4.2 Optional Redemption. (a) The Authorized Officer shall specify in the Underwriting Agreements, Officer’s Pricing Certificates, Initial Bonds, and in the Bonds such rights of optional redemption, if any, and the Redemption Prices therefor that are to be reserved by the Cities.

(b) To the extent the Bonds are subject to optional redemption, the Board, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of the Bonds to be redeemed.

Section 4.3 Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.2, the Board shall have the right to determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Bonds are held in book-entry form, the selection for redemption of such Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Bonds will be selected for redemption, in accordance with DTC procedures, by lot, or portions thereof, within such maturity or maturities and in such principal amounts for redemption as determined by the Board in its sole discretion.
(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.5 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the Board in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.4 Mandatory Redemption of Certain Bonds. (a) The Authorized Officer shall specify in the Underwriting Agreements, Officer’s Pricing Certificates, Initial Bonds and in the Bonds such obligations to redeem the Bonds mandatorily, and the Redemption Prices therefor, as are to be imposed on the Cities.

(b) Subject to the provisions of subsection (c) of this Section, when less than all of the Bonds of a specified maturity on a specified Stated Maturity Date are required to be redeemed as determined in accordance with this Section, the Board, acting on behalf of the Cities, shall have the right and the particular maturities of the Bonds to be redeemed will be determined by the Board in its sole discretion. If the Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Bonds, if less than all of the Bonds of a maturity are called for prior redemption, the particular Bonds or portions thereof to be redeemed shall be allocated on a pro rata pass-through distribution of principal basis in accordance with DTC procedures, provided that, so long as the Bonds are held in book-entry form, the selection for redemption of such Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the Bonds will be selected for redemption, in accordance with DTC procedures, by lot. A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or an integral multiple thereof. The Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate amount equal to the unredeemed portion of the Bond so surrendered.

(c) In lieu of the procedure described in subsection (b) of this Section, if less than all of the Bonds of a Stated Maturity Date are required to be redeemed, the Cities and the Board shall have the right to accept tenders of Bonds of the applicable Stated Maturity Date and to purchase Bonds of such maturity in the open markets at any price that is less than the applicable Redemption Price for the Bonds required to be redeemed.

Section 4.5 Notice of Redemption to Holders. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, or by such other means as is acceptable to such Holders, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Obligation Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.
(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

Section 4.6 Conditional Notice of Redemption. With respect to any optional redemption of Bonds, unless certain prerequisites to such redemption required by the Master Bond Ordinance or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4.7 Payment Upon Redemption. (a) Before or on each redemption date, the Board on behalf of the Cities shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the Board and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed, or the tender or negotiated price in the case of Bonds tendered or purchased under Section 4.4(c).

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.8 Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.5 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Cities fail in their obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon on the date fixed for redemption, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the Cities shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the Cities.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1 Appointment of Initial Paying Agent/Registrar. The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Bonds, under and subject to the terms and provisions of the Master Paying Agent Agreement.

Section 5.2 Qualifications. The Paying Agent/Registrar shall be a commercial bank, a trust company organized under applicable laws, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.
Section 5.3  Maintaining Paying Agent/Registrar.  (a) At all times while any Bonds are Outstanding, the Cities will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Board will promptly appoint a replacement.

Section 5.4  Termination.  The Cities, acting through the Board, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.5  Notice of Change.  Promptly upon each change in the entity serving as Paying Agent/Registrar, the Board will cause notice of the change to be sent to each Holder and Insurer by first class United States mail, postage prepaid, at the address in the Obligation Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6  Agreement to Perform Duties and Functions.  By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Bond Ordinance and this Ordinance, and is deemed to have agreed to the provisions thereof, and to perform the duties and functions of Paying Agent/Registrar prescribed therein and herein.

Section 5.7  Delivery of Records to Successor.  If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Obligation Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.1  Form Generally.  (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance or the Officer’s Pricing Certificates, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Board.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds, including the Initial Bonds submitted to the Attorney General of Texas and any temporary Bonds, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.
Section 6.2  **Form of Bond.** The forms of Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows for each Bond of each series:
The Cities of Dallas and Fort Worth, Texas (the "Cities"), for value received, hereby promise to pay to

______________________________

or registered assigns, on the Maturity Date, as specified above, the sum of

______________________________ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of ____________, 202_, or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing ____________, 202_. Interest on the Bonds shall accrue from the date of the initial delivery thereof.

Capitalized terms appearing herein that are defined terms in the Ordinances defined below, have the meanings assigned to them in the Ordinances. Reference is made to the Ordinances for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of The Bank of New York Mellon Trust Company, N.A. or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date,

1 To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.
2 Applicable to Bonds sold outside of the United States in certain jurisdictions.
3 To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.
4 To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.
fn Applicable to Bonds sold outside of the United States in certain jurisdictions.
mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. Upon written request of a registered owner of at least $1,000,000 in principal amount of Bonds, all payments of the principal of, redemption premium, if any, and interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the Cities or in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated __________, 202_5 issued in the aggregate principal amount of $__________6 issued pursuant to the authority of Chapter 22, Texas Transportation Code, as amended, Chapters 1207 and 1371, Texas Government Code, as amended and the "Master Bond Ordinance," as defined in the Fifty-Seventh Supplemental Concurrent Bond Ordinance adopted concurrently by the City Councils of the Cities (the "Fifty-Seventh Supplemental Ordinance"). The Master Bond Ordinance and the Fifty-Seventh Supplemental Ordinance are herein collectively referred to as the "Ordinances." This Bond is one of the Additional Obligations authorized by the Ordinances and is subject to the terms and provisions thereof. The Ordinances and their respective terms and provisions are incorporated herein for all purposes. As set forth in the Fifty-Seventh Supplemental Ordinance any owner hereof is deemed to have irrevocably consented to the Fifty-Third Supplemental Concurrent Bond Ordinance adopted by the City Councils of the Cities (as defined in the Fifty-Seventh Supplemental Ordinance).

The Bonds were issued by the Cities for the purposes of obtaining funds to refund certain obligations previously issued by the Cities, to provide funding for the Debt Service Reserve Requirements through either the deposit of Bond proceeds or entering into a surety or such other agreements, and to pay the Cities’ and the Board’s costs incurred in connection with the issuance of the Bonds, including the costs of the Policy or Policies for Insurance, if any, or the surety or debt service reserve agreement.

The Bonds and the interest thereon are payable from, and are secured by a first lien on and pledge of the Pledged Revenues and the Pledged Funds.

The lien on and pledge of the Pledged Revenues and Pledged Funds created and granted in the Ordinances in favor of the Bonds is on a parity with the lien and pledge thereof granted by the Cities in

5 To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.
6 To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.
favor of the Holders of Outstanding Obligations, the Initial Obligations, and any Additional Obligations or Parity Credit Agreement Obligations that may be issued or executed pursuant to the Master Bond Ordinance, as defined and permitted therein. The Cities have reserved the right in the Ordinances to issue Additional Obligations and Parity Credit Agreement Obligations that, after issuance, may be secured by liens on and pledges of the Pledged Revenues and Pledged Funds on a parity with the lien thereon in favor of the Bonds.

The Cities have also reserved the right in the Ordinances to issue Subordinate Lien Obligations, and Net Revenue Obligations and Credit Agreement Obligations in connection therewith, provided the lien and pledge securing the same are expressly made junior and subordinate to the pledge and lien securing the Obligations and Parity Credit Agreement Obligations.

All covenants requiring the Cities to pay principal and interest or other payments on Obligations, Subordinate Lien Obligations, Net Revenue Obligations, and Credit Agreement Obligations shall be joint, and not several, obligations, and all monetary obligations shall be payable and collectible solely from the revenues and funds expressly pledged thereto by the Ordinances or by an Additional Supplemental Ordinance, such revenues and funds being owned in undivided interests by the City of Dallas (to the extent of 7/11ths thereof) and by the City of Fort Worth (to the extent of 4/11ths thereof); and, each and every Holder shall by his acceptance of this Bond consent and agree that no claim, demand, suit, or judgment for the payment of money shall ever be asserted, filed, obtained or enforced against either of the Cities apart from the other City and from sources other than the funds and revenues pledged thereto; and no liability or judgment shall ever be asserted, entered or collected against either City individually, except out of such pledged revenues and exceeding in the case of Dallas an amount equal to 7/11ths of the total amount asserted or demanded, and in the case of Fort Worth an amount equal to 4/11ths of the total amount asserted or demanded. The Holders hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

[The Cities have reserved the right and option to redeem the Bonds maturing in the years ____ through ____, inclusive, in whole or part, in principal amounts equal to $5,000 or any integral multiple thereof, before their respective maturity dates, on November 1, ____, or on any date thereafter, at a price equal to the principal amount thereof, plus interest to the date fixed for redemption, without premium.]

7 Optional redemption provisions to be inserted pursuant to the Officer’s Pricing Certificate for the Bonds.
[The Bonds maturing November 1, ____, November 1, ____, November 1, ____, and November 1, ____, shall be redeemed prior to stated maturity in part at random on November 1 as indicated, in each of the years set forth below from moneys required to be deposited to the credit of the Debt Service Fund at the principal amount thereof and accrued interest to date of redemption, without premium. Such required sinking fund installments as to each maturity are as follows:

<table>
<thead>
<tr>
<th>BONDS MATURING NOVEMBER 1, ____</th>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDS MATURING NOVEMBER 1, ____</td>
<td>Year</td>
<td>Amount</td>
</tr>
<tr>
<td>BONDS MATURING NOVEMBER 1, ____</td>
<td>Year</td>
<td>Amount</td>
</tr>
<tr>
<td>BONDS MATURING NOVEMBER 1, ____</td>
<td>Year</td>
<td>Amount</td>
</tr>
</tbody>
</table>

The Paying Agent/Registrar will select at random the specific Bonds (or with respect to Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the Board on behalf of the City, by the principal amount of any Bonds having the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Board on behalf of the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for

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8 Mandatory redemption provisions to be inserted pursuant to the Officer’s Pricing Certificate for the Bonds.
redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

With respect to any optional redemption of Bonds, unless certain prerequisites to such redemption required by the Master Bond Ordinance or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent shall notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

As provided in the Ordinances, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Cities, the Board, nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The Cities, the Board, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Cities, the Board, nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law.

IN WITNESS WHEREOF, the City Council of the City of Dallas, Texas, has caused the facsimile seal of that City to be placed hereon and this Bond to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signatures of its City Manager and City Secretary; and the City Council of the City of Fort Worth, Texas, has caused the facsimile seal of that City to be placed hereon and this Bond to be signed by the facsimile signature of its Mayor, countersigned by the facsimile signature of its City Secretary, and approved as to form and legality by its City Attorney.

COUNTERSIGNED:
(b) [Form of Certificate of Paying Agent/Registrar]

**CERTIFICATE OF PAYING AGENT/REGISTRAR**

This is one of the Bonds referred to in the within mentioned Ordinances. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: ____________________

By: _________________________

Authorized Signatory

(c) [Form of Assignment]

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

_________________________ (Social Security or other identifying number: _________) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints ___________________ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed By:

_________________________ Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner satisfactory to the Paying Agent/Registrar.

(d) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. ______" deleted;

(B) in the first paragraph:
the words "on the Maturity Date" shall be deleted and the following will be inserted:

(C) "on ____________ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Principal Installments</th>
<th>Interest Rates</th>
</tr>
</thead>
</table>

(D) (Information to be inserted in accordance with the Officer’s Pricing Certificate; and

(E) the Initial Bond shall be numbered TC-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond in lieu of the Certificate of the Paying Agent/Registrar:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS
THE STATE OF TEXAS

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and approved this Bond as required by law, and that he finds that it has been issued in conformity with the constitution and laws of the State of Texas, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this ________________.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

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Section 6.3  CUSIP Registration. The Cities may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor’s Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Cities, the Board, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Cities may also secure such other identification numbers as it shall deem appropriate.

Section 6.4  Legal Opinion. The approving legal opinions of McCall, Parkhurst & Horton L.L.P., Bond Counsel, shall be delivered to the Paying Agent/Registrar and the delivery thereof shall be acknowledged by the Paying Agent/Registrar on behalf of the Holders of the Bonds.

ARTICLE VII
EXECUTION, APPROVAL, REGISTRATION, SALE AND DELIVERY
OF BONDS AND RELATED DOCUMENTS

Section 7.1  Method of Execution, Delivery of Initial Bond. (a) Each of the Bonds shall be signed and executed on behalf of the City of Dallas by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signatures of its City Manager and City Secretary, and the corporate seal of that City shall be impressed, printed, lithographed or otherwise reproduced or placed on each bond. Each of the Bonds shall be signed and executed on behalf of the City of Fort Worth by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Secretary; the same shall be approved as to form and legality by the manual or facsimile signature of the City Attorney of the City, and its corporate seal shall be impressed, printed, lithographed or otherwise reproduced or placed upon each bond. All manual or facsimile signatures placed upon the Bonds shall have the same effect as if manually placed thereon, all to be done in accordance with Applicable Law.

(b) In the event the Mayor, City Secretary, City Manager or City Attorney of either of the Cities is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, the Assistant City Secretary, an Assistant City Manager or an Assistant City Attorney, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary, and an Assistant City Manager and an Assistant City Attorney shall, for the purposes of this Ordinance, have the same force and effect as if such duties were performed by the Mayor, City Secretary, City Manager and City Attorney, respectively. If any official from either City whose manual or facsimile signature shall appear on the Bonds, shall cease to be such official before the Authentication of the Bonds or before delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purpose as if such official had remained in such office.

(c) On the Closing Date, one "Initial Bond," of each series representing the entire principal amount of all Bonds of such series and the terms set forth in each Officer’s Pricing Certificate applicable thereto, payable in stated installments to the Purchasers or its designee, executed by manual or facsimile signatures of the Mayors and the City Manager of the City of Dallas and countersigned by the City Secretaries of the Cities and approved as to form and legality by the City Attorney of the City of Fort Worth, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Purchaser of each series or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver to DTC on behalf of the Purchaser registered definitive Bonds for each maturity of each series as described in Section 3.7.
(d) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds shall have attached thereto the Comptroller’s Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the Cities, and has been registered by the Comptroller.

Section 7.2 Approval and Registration. The Board is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Chairman, and the officers and employees of the Board and of the Cities are hereby authorized and instructed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds or the Initial Bond to the Attorney General of the State of Texas and to assure the investigation, examination and approval thereof by the Attorney General and their registration by the Comptroller of Public Accounts. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for him) shall manually sign the Comptroller’s Registration Certificate accompanying the Bonds and the seal of the Comptroller shall be impressed, or placed in facsimile, on such certificate. The Chairman of the Board and the Chief Executive Officer of the Airport shall be further authorized to make such agreements and arrangements with the purchasers of Bonds and with the Paying Agent/Registrar as may be necessary to assure that such Bonds will be delivered to such purchasers in accordance with the terms of sale.

Section 7.3 TEFRA Approval. An Authorized Officer is hereby appointed to be the designated Hearing Officer for a public hearing, if applicable, relating to the Bonds to be held for purposes of satisfying Section 147 of the Code and the Mayors of the Cities are hereby authorized to approve the issuance of the Bonds and the use of the proceeds thereof for the purpose of satisfying the requirements of Section 147 of the Code.

Section 7.4 Approval of Credit Agreements. The Board is authorized to enter into Credit Agreements relating to the Bonds from time to time while the Bonds are Outstanding in accordance with Applicable Law.

Section 7.5 Official Statement. In order to satisfy the requirements of the Cities with respect to the Rule, the preparation, execution and delivery of a preliminary official statement and a final official statement for the Bonds and any supplements thereto which may be necessary to comply with the Rule are hereby authorized in such form and with such changes therein as shall be approved by an Authorized Officer or the Board. An Authorized Officer’s execution of the Officer's Pricing Certificate for the Bonds shall constitute conclusive evidence of such approval by or on behalf of the Board. To the extent applicable, Authorized Officers are authorized to enter undertakings related to the Rule on behalf of the Cities and the Board.

Section 7.6 Attorney General Modification. In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General’s examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of each City and such City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.
Section 7.7 Further Action. The Authorized Officers and each of them are authorized, empowered and directed to execute such other documents in addition to those enumerated herein, including the execution of an undertaking pursuant to the Rule, and to take such other actions as they deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section 7.8 Refunding and Redemption of Refunded Bonds. (a) The Cities hereby direct that the Refunded Bonds, or portions thereof specified in each Officer’s Pricing Certificate, be called for redemption on the date or dates set forth in the Officer’s Pricing Certificate (the “Redemption Date”) and that the paying agent for the Refunded Bonds (the "Escrow Agent") deposit an amount sufficient, with investment earnings thereon, if any, to pay the amount due on the Refunded Bonds on the Redemption Date (the "Redemption Date"), all in accordance with the form of notice of redemption prepared by the Escrow Agent and attached to the Escrow Agreement. The Refunded Bonds shall not bear interest after the Redemption Date.

(b) The Authorized Officer is hereby authorized to enter into an escrow agreement (the "Escrow Agreement") with the Escrow Agent. The Escrow Agent is authorized to take such steps as may be necessary or appropriate to purchase securities and to create and fund the Escrow Fund pursuant to the Escrow Agreement through the use of the proceeds of the Bonds and other lawfully available monies, and to use such monies to redeem the Refunded Bonds on the Redemption Date.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Deposit and Uses of Bond Proceeds. The proceeds received from the sale of the Bonds, together with other available funds, if any, shall be applied as follows: (i) an amount as specified in the Officer’s Pricing Certificate shall be deposited to the Debt Service Reserve Fund or shall be used to purchase a Credit Agreement, which together with the amount on deposit therein, is equal to the Debt Service Reserve Requirement; (ii) an amount, specified in the Officer’s Pricing Certificate shall be deposited into the Escrow Fund for the Refunded Bonds; and (iii) an amount specified in the Officer’s Pricing Certificate, equal to the Cities’ and the Board’s costs of issuance of the Bonds will be deposited as directed by an Authorized Officer.

Section 8.2 Payment of the Bonds. While any of the Bonds are outstanding and unpaid, the Board shall make available to the Paying Agent/Registrar, out of the Debt Service Fund or the Debt Service Reserve Fund, the amounts and at the times required by this Ordinance and the Master Bond Ordinance, money sufficient to pay when due all amounts required to be paid by this Ordinance, the Master Bond Ordinance, the Outstanding Ordinances, and the Additional Supplemental Ordinances, if any, that authorize the issuance of the Initial Obligations or Additional Obligations.

Section 8.3 Representations and Covenants. (a) The Cities and the Board will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Master Bond Ordinance and this Ordinance; the Cities will promptly pay or cause to be paid from Pledged Revenues the principal of, interest on, and premium, if any, with respect to, each Bond on the dates and at the places and manner prescribed in each Bond; and the Cities will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by the Master Bond Ordinance and this Ordinance.

(b) The Cities are duly authorized by Applicable Law to issue the Bonds; all action on their part for the issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of
the Holders are and will be valid and enforceable special obligations of the Cities and the Board in accordance with their terms.

(c) The Board, the officers, employees and agents are hereby directed to observe, comply with and carry out the terms and provisions of this Ordinance.

Section 8.4 General Tax Covenant Regarding Tax-Exemption. The Cities and the Board covenant to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in Section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. The Cities and the Board understand that the term "Proceeds" includes "disposition proceeds," as defined in the Treasury Regulations. It is the understanding of the Cities and the Board that the covenants contained in this Ordinance are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Bonds, the Cities and the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Cities and the Board agree to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code.

Notwithstanding any other provision of this Ordinance, the terms, conditions and requirements of Section 8.4 through 8.10 of the Ordinance shall survive the defeasance and discharge of the Bonds and the Cities and the Board will continue to comply with such terms, conditions and requirements to the extent that a failure to do so would adversely affect the treatment of the Bonds as obligations derived in Section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. For purposes of making the foregoing determination, the Cities and the Board may rely on the advice of nationally-recognized bond counsel.

Section 8.5 Use of Proceeds of Non-PAB Bonds. The Cities and Board covenant and agree that they will make use of the Proceeds of Non-PAB Bonds, including interest or other investment income derived from such Proceeds, regulate the use of property financed, directly or indirectly, with such Proceeds, and take such other and further action as may be required so that the Non-PAB Bonds will not be "private activity bonds" within the meaning of section 141 of the Code.

Section 8.6 Use of Proceeds Regarding PAB Bonds. The Cities and the Board covenant with respect to the PAB Bonds or any bonds refunded with the Proceeds of the PAB Bonds (the "PAB Refunded Bonds").

(a) that they have taken any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the PAB Bonds or the PAB Refunded Bonds, if any, as "exempt facility bonds" as the term is defined in Section 142 of the Code.

(b) that at least 95 percent of the Net Proceeds of the PAB Bonds or the PAB Refunded Bonds, if any, actually expended have been and will be expended to finance or refinance costs of property (the "Financed Property") that (A) either (1) were paid or incurred after the issue date of the PAB Refunded Bonds, or (2) paid prior to the issue date of the PAB Refunded Bonds, if any, but meet the requirements of section 1.150-2 of the Treasury Regulations; (B) are properly chargeable for federal income tax purposes to the capital account of the Financed Property, or would be so chargeable either with a proper election or
but for a proper election to deduct such amounts; and (C) were incurred to provide "airport facilities," which
may include both an "airport" within the meaning of Section 142 of the Code and property that is
functionally related and subordinate thereto within the meaning of section 1.103-8(a)(3) of the Treasury
Regulations or directly related and essential thereto within the meaning of Section 1.103-8(e)(2)(ii) of the
Treasury Regulations (for purposes of this covenant a storage or training facility shall be an "airport facility"
only if such facility is directly related to the airport, and an "office" shall be considered an "airport facility"
only if such office is located on the premises of an airport and all but a de minimis amount of the functions
to be performed at such office are directly related to the day-to-day operations at such airport).

(c) that less than 25 percent of the Net Proceeds of the PAB Bonds or of the PAB
Refunded Bonds, if any, has been and will be used, directly or indirectly, for the acquisition of land or an
interest therein and no portion of the Net Proceeds of the PAB Bonds or the PAB Refunded Bonds, if any,
has been or will be used, directly or indirectly, for the acquisition of land or an interest therein to be used
for farming purposes (for purposes of this covenant, land acquired for noise abatement purposes or for
future use as an airport shall not be taken into account, if there is no other significant use of such land).

(d) that no portion of the Net Proceeds of the PAB Bonds or of the PAB Refunded
Bonds, if any, has been or will be used for the acquisition of any existing property or an interest therein
unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures
with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring
such building financed or refinanced with the Net Proceeds of the PAB Bonds or of the PAB Refunded
Bonds, if any, (with respect to structures other than buildings, this covenant shall be applied by substituting
100 percent for 15 percent and the term "rehabilitation expenditures" shall have the meaning set forth in
Section 147(d)(3) of the Code).

(e) to take such action to assure at all times while the PAB Bonds remain outstanding,
the Financed Property, will be owned by a governmental unit within the meaning of Section 142(b) of the
Code.

(f) that no part of the Financed Property, will constitute (i) any lodging facility, (ii)
any retail facility (including food or beverage facilities) in excess of a size necessary to serve passengers
and employees at the exempt facility, (iii) any retail facility (other than parking) for passengers or the
general public located outside the exempt facility terminal, (iv) any office building for individuals who are
not employees of a governmental unit or of the operating authority for the exempt facility, (v) any industrial
park or manufacturing facility, (vi) any airplane, (vii) any skybox or other private luxury box, (viii) any
health club facility, (ix) any facility primarily used for gambling, or (x) any store the principal business of
which is the sale of alcoholic beverages for consumption off premises.

(g) that the maturity of the PAB Bonds does not exceed 120 percent of the economic
life of the Financed Property, as more specifically set forth in Section 147(b) of the Code; and

(h) that the costs of issuance to be financed or refinanced with the Proceeds of the
PAB Bonds do not exceed two (2) percent of the Sale Proceeds of the Bonds.

Section 8.7 No Federal Guarantee. The Cities and the Board covenant and agree to refrain
from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of
Section 149(b) of the Code.

Section 8.8 No Arbitrage. The Cities and the Board covenant and agree that they will make
such use of the Proceeds of the Bonds, including interest or other investment income derived from Proceeds
of the Bonds, regulate investments of Proceeds of the Bonds, and take such other and further action as may
be required so that the Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code. In furtherance thereof, the Cities and the Board covenant and agree as follows:

(a) to refrain from using any portion of the Proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of each issue of the Bonds, other than investment property acquired with --

(i) Proceeds of the Bonds invested for a reasonable temporary period, within the meaning of Section 148 of the Code,

(ii) Proceeds or amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of more than a "de minimis amount" of original issue discount, the issue price, within the meaning of Section 1.148-1(b) of the Treasury Regulations) of the Bonds;

(b) to otherwise restrict the use of the Proceeds of the Bonds or amounts treated as Proceeds of the Bonds, as may be necessary, to satisfy the requirements of Section 148 of the Code (relating to arbitrage);

(c) to create and maintain a Rebate Fund, as required below for each issue of the Bonds, to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the issue of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds of such issue have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code. In order to facilitate the requirements of subsection (c) of this Section, the Rebate Fund for each issue of the Bonds shall be established and maintained by the Board, on behalf of itself and the Cities, for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other Person, including Holders and Credit Providers. Amounts on deposit in the Rebate Fund in accordance with Section 148 of the Code shall be paid periodically to the United States of America in such amounts and at such times as are required by said section; and

(d) to maintain such records as will enable the Cities and the Board to demonstrate compliance with this section and established by the Code and to retain such records for at least six years following the final payment of principal and interest on each issue of the Bonds.

Section 8.9 Record Retention. The City and the Board covenant and agree to retain all pertinent and material records relating to the use and expenditure of the Proceeds of each issue of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Cities and the Board to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.
Section 8.10    Disposition of Project. The Cities and the Board covenant that the property
constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise
disposed in a transaction resulting in the receipt by the Cities or the Board of cash or other compensation,
unless the Cities and the Board obtain an opinion of nationally-recognized bond counsel that such sale or
other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the
foregoing, the portion of the property comprising personal property and disposed in the ordinary course
shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes
hereof, the Cities and the Board shall not be obligated to comply with this covenant if they obtain an opinion
that such failure to comply will not adversely affect the excludability for federal income tax purposes from
gross income of the interest on the Bonds.

Section 8.11    Bond Insurance. The Bonds may be offered with one or more commitments for
bond insurance provided by the Insurer or Insurers, with the bond insurance to be evidenced by one or more
of the then current legal forms of the Policy or Policies. The Cities may sell one or more maturities of the
Bonds based on such insurance but are not required to obtain bond insurance from another source if the
Insurer does not honor or is unable to honor its obligations to deliver the Policy or Policies on the Closing
Date. In the event that any of the Bonds are insured, the covenants and representations of the Cities relating
to insurance shall be set forth in the Officer’s Pricing Certificates.

Section 8.12    Issuance of Taxable Bonds. In the event the Authorized Officer determines to
issue any series of Bonds as taxable obligations pursuant to the authority granted in Section 3.1 of this
Ordinance, all covenants and representations of the Cities regarding the tax-exempt status of the Bonds or
any obligations relating to the issuance of tax-exempt Bonds shall be null and void, including the covenants
contained in Sections 8.4 through 8.10 of this Article VIII, with respect to such taxable obligations.
ARTICLE IX

REPEAL, SEVERABILITY, AND EFFECTIVE DATE

Section 9.1 Ordinance Irrepealable. After any of the Bonds shall be issued, this Ordinance shall constitute a contract between the Cities, the Holders, and each Insurer, and this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled, refunded or discharged or provision for the payment thereof shall be made.

Section 9.2 Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or lack of enforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance. If any Section, paragraph, clause or provision of the Contract and Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or lack of enforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of the Contract and Agreement, or of any other provisions of this Ordinance not dependent directly for effectiveness upon the provision of the Contract and Agreement thus declared to be invalid and unenforceable.

Section 9.3 Effective Date. This Ordinance, when duly passed by both Cities, shall be in full force and effect.


ATTEST:

________________________________   ______________________________
Mayor         City Secretary
City of Fort Worth, Texas     City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

________________________________
City Attorney
City of Fort Worth, Texas

THE STATE OF TEXAS    §
COUNTY OF TARRANT    §
CITY OF FORT WORTH    §

I, Mary J. Kayser, City Secretary of the City of Fort Worth, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an Ordinance, duly presented and passed by the City Council of the City of Fort Worth, Texas, at a regular meeting held on ______, 2020, as same appears of record in the Office of the City Secretary.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.
WITNESS MY HAND and the Official Seal of the City of Fort Worth, Texas, this __ day of __________, 2020.


City Secretary,
City of Fort Worth, Texas

(SEAL)
APPROVED AND ADOPTED BY THE DALLAS CITY COUNCIL THIS _____, 2020.

CITY OF DALLAS:
T. C. Broadnax,
City Manager

By: __________________________
   City Manager

APPROVED AS TO FORM:
Christopher J. Caso,
Interim City Attorney

By:______________________________
   Assistant City Attorney
I, Bilierae Johnson, City Secretary of the City of Dallas, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an excerpt from the minutes of the City Council of the City of Dallas, had in regular meeting, _______, 2020, confirming the passage of Dallas Fort Worth International Airport Fifty-Seventh Supplemental Concurrent Bond Ordinance authorizing the issuance of Dallas Fort Worth International Airport Joint Revenue Bonds which ordinance is duly of record in the minutes of said City Council.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and seal of the City of Dallas, Texas, this _____ day of __________, 2020.

______________________________
City Secretary,
City of Dallas, Texas

(SEAL)
### SCHEDULE I
SCHEDULE OF REFUNDED BOND CANDIDATES

All or any portion of the following outstanding bonds that are set forth in the Officer’s Pricing Certificate:

<table>
<thead>
<tr>
<th>Bond Type</th>
<th>Dated Date</th>
<th>Original Issue Amount</th>
<th>Maturities to be Refunded</th>
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<tbody>
<tr>
<td>Dallas/Fort Worth International Airport Joint Revenue Refunding Bonds,</td>
<td>July 1, 2011</td>
<td>$151,840,000</td>
<td>2021 thru 2035</td>
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<tr>
<td>Series 2011C (Non-AMT)</td>
<td>August 1, 2011</td>
<td>$221,750,000</td>
<td>2021 thru 2035</td>
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<td>Dallas/Fort Worth International Airport Joint Revenue Refunding Bonds,</td>
<td>April 1, 2012</td>
<td>$433,770,000</td>
<td>2021 thru 2035</td>
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<tr>
<td>Series 2012B (Non-AMT)</td>
<td>August 1, 2012</td>
<td>$475,000,000</td>
<td>2038 thru 2042</td>
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<td>Dallas/Fort Worth International Airport Joint Revenue Improvement Bonds,</td>
<td>October 1, 2012</td>
<td>$294,080,000</td>
<td>2021 thru 2035</td>
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<tr>
<td>Series 2012D (AMT)</td>
<td>November 1, 2012</td>
<td>$480,000,000</td>
<td>2025 thru 2045</td>
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<td>Dallas/Fort Worth International Airport Joint Revenue Improvement Bonds,</td>
<td>April 1, 2013</td>
<td>$372,240,000</td>
<td>2026 thru 2033</td>
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<td>Series 2013A (AMT)</td>
<td>June 1, 2013</td>
<td>$242,000,000</td>
<td>2038 thru 2043</td>
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<td>Dallas/Fort Worth International Airport Joint Revenue Improvement Bonds,</td>
<td>August 1, 2013</td>
<td>$225,310,000</td>
<td>2024 thru 2033</td>
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<td>Series 2013E (AMT)</td>
<td>February 1, 2014</td>
<td>$201,515,000</td>
<td>2024 thru 2032</td>
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<td>Dallas/Fort Worth International Airport Joint Revenue Improvement Bonds,</td>
<td>May 1, 2014</td>
<td>$222,910,000</td>
<td>2023 thru 2045</td>
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<td>Series 2014A (AMT)</td>
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<td>$78,430,000</td>
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<td>Notes, Series 1</td>
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**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**  
**OFFICIAL BOARD ACTION/RESOLUTION**

<table>
<thead>
<tr>
<th>Date</th>
<th>Committee</th>
<th>Subject</th>
<th>Resolution #</th>
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<tbody>
<tr>
<td>03/05/2020</td>
<td>Finance/Audit</td>
<td>Changes to DFW Airport Code of Rules and Regulations</td>
<td></td>
</tr>
</tbody>
</table>

**Action**  
That the Chief Executive Officer or designee be authorized to recommend the attached changes to the DFW Airport Code of Rules and Regulations.

**Description of major substantive code changes:**

- Chapter 2 (Traffic Regulation): Failure to pay parking and access charges will become a civil offense, punishable by a $58 fine, in addition to the parking and access charges themselves.
- Chapter 3 (Miscellaneous Offenses): Failure to return security credentials will become an offense.
- Chapter 3 (Miscellaneous Offenses): The Board’s duty to file a declaratory judgment action in court every time a permit is refused or revoked, if a hearing is requested by the permit holder or applicant, is being deleted.
- Chapter 4 (Ground Transportation): The requirement for the Transportation Business Unit to conduct a public hearing every time the ground transportation rules are amended is being deleted.
- Chapter 8 (Commercial Activities): The general prohibition against commercial activity on the airport without a permit from the Airport Board will be rewritten to broaden its scope.

**Justification**

- These changes will eliminate unnecessary procedures and allow better enforcement of Board policies.

**D/S/M/WBE Information**

- N/A.

<table>
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<tr>
<th>Contract #</th>
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<th>Purchase Order #</th>
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For Information contact  
Elaine Rodriguez  
3-5787

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<th>External Funding Source</th>
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<td>$0</td>
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</tbody>
</table>
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to recommend the attached changes to the DFW Airport Code of Rules and Regulations.

Approved as to Form by
Tomme, Paul  
Legal Counsel  
Feb 18, 2020 12:52 pm

Approved as to Funding by
Miyashita, Glenn  
Assistant Vice President Capital Planning  
Finance  
Feb 20, 2020 1:13 pm

Approved as to M/WBE by
Burks Lee, Tamela  
Vice President Business Diversity and Development  
Business Diversity and Development  
Feb 19, 2020 10:48 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Tomme, Paul  
Department Head Legal  
Feb 18, 2020 10:26 am

Pending
Chief Executive Officer  
Date
Chapter 1

General Provisions

Sec. 1-1. Title.
Sec. 1-2. Intent.
Sec. 1-3. Scope.
Sec. 1-4. Definitions.
Sec. 1-5. Catchlines of Sections.
Sec. 1-6. Severability.
Sec. 1-7. Culpable Mental State.
Sec. 1-8. Adoption of Code.

Sec. 1-10. Laws of the State of Texas.

SEC. 1-1. TITLE.

The Codesrules and regulations embraced adopted in this and the following chapters and sections shall constitute and be designated "The Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board," and may be so cited. Such code shall be referred to herein as "this Code" or "the Code."²

SEC. 1-2. INTENT.

It is the intent of this Code to establish certain rules and regulations necessary to the maintenance and promotion of the peace, health, good government and welfare of the Dallas-Fort Worth International Airport, to provide for the best performance of the functions thereof, for the security of persons using the Dallas-Fort Worth International Airport and to provide by such rules and regulations and by concurrent ordinances of the Cities adopting this Code, for suitable penalties for the violation of its provisions.

SEC. 1-3. SCOPE.
The provisions of this Code shall constitute a special enactment of effect only within the boundaries of the Dallas-Fort Worth International Airport, pursuant to Transportation Code, Section 22.082 and adopted in cooperation and concert with the Cities of Dallas and Fort Worth. This Code shall not be construed to waive or set aside any provisions contained in other Dallas-Fort Worth International Airport Board approved rules or regulations not expressly repealed hereby or other existing ordinances of the Cities of Dallas and Fort Worth applicable to the Dallas-Fort Worth International Airport or any law of the State of Texas applicable to the Dallas-Fort Worth International Airport. To the extent of any conflict between this Code and the existing or future general ordinances of any city other than the Cities of Dallas and Fort Worth, this Code shall prevail within the boundaries of the Dallas-Fort Worth International Airport.

SEC. 1-4. DEFINITIONS.

The definition of a term in this chapter shall apply to the entire Code. A word importing the masculine gender only shall extend and be applied to include females and to firms, partnerships and corporations as well as to males.

AIR OPERATIONS AREA or “AOA” shall mean the area of the Dallas-Fort Worth International Airport bounded by a fence or to which access is otherwise restricted and which is primarily used or intended to be used for landing, taking-off or surface maneuvering of aircraft. The AOA does not include those leasehold areas within or having direct access to the AOA which are subject to security requirements imposed on the lessee or tenant under appropriate federal regulations or agreement incorporated in a signed lease.

AIRPORT shall mean all of the land, improvement, facilities and developments within the boundaries of the Dallas-Fort Worth International Airport.

AIRPORT BOARD or BOARD shall mean the Dallas-Fort Worth International Airport Board.

AIRPORT ROADWAY means any portions of a street, roadway, or highway within the boundaries of the Airport.

CEO shall mean the Chief Executive Officer of the Dallas-Fort Worth International Airport.

CODE shall mean “The Code of Rules and Regulations of the Dallas Ft. Worth International Airport Board”.

DPS shall mean the Dallas-Fort Worth International Airport Board Department of Public Safety.

DIRECTOR shall mean the head of a Board department having the title Vice President.
EXECUTIVE-DIRECTOR shall mean the Chief Executive Officer of the Dallas-Fort Worth International Airport Board, or his designee.

GENDER. A word importing the masculine gender only shall extend and be applied to include females and to firms, partnerships and corporations as well as to males.

GROUND TRANSPORTATION BUSINESS shall mean the pursuance of the occupation of transporting passengers, material or baggage for hire, either within the Airport or from or to the Airport and points outside thereof.

PERMIT shall mean an official written instrument granting a special privilege and issued by the Airport Board.

PERSON shall mean any individual, firm, partnership, corporation, sole proprietorship, government, association, company or an agency, trust, partnership of two or more persons having a joint or common economic interest or other legal entity.

RESTRICTED AREA shall mean any area locked or posted by the Airport to either prohibit or limit entry or access to specific authorized persons.

VEHICLE shall mean and include automobiles, trucks, buses, motorcycles, horse-drawn vehicles, bicycles, pushcarts and any other device in or upon or by which any person or property is or may be transported, carried, or drawn upon land, except aircraft and railroad rolling equipment or other devices running only on stationary rails or tracks.

VEHICULAR PARKING AREA shall mean those portions of the Airport designated and made available temporarily or permanently by the Airport Board for the parking of vehicles.

SEC. 1-5. CATCHLINESHEADINGS OF SECTIONS.

CatchlinesHeadings of the sections of this Code are intended as merely catchwords to indicate general contents of the section, and for index or search convenience, and shall not be taken or deemed to be titles nor shall same be construed as a substantive part of any section.

SEC. 1-6. SEVERABILITY.

The sections, subsections, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph, subsection or section of this Code shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections and sections of this Code, since
the same would have been enacted without the incorporation in this Code of any such unconstitutional phrase, clause, sentence, paragraph, subsection or section.

SEC. 1-7. CULPABLE MENTAL STATE.

(a) A culpable mental state is not required for the commission of an offense under this code or another city ordinance that is punishable by a fine not exceeding $500, unless the provision defining the conduct expressly requires a culpable mental state.

(b) In accordance with Section 6.02 of the Texas Penal Code, and notwithstanding any code or ordinance provision to the contrary, a culpable mental state is required for the commission of an offense under this code or another city ordinance that is punishable by a fine exceeding $500.

(c) When a culpable mental state is required for the commission of an offense under this code or another city ordinance, a person must have acted knowingly or with knowledge, unless the provision defining the conduct expressly requires a different degree of culpability.

(d) A person acts knowingly, or with knowledge, with respect to the nature of his conduct or to circumstances surrounding his conduct when he is aware of the nature of his conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his conduct when he is aware that his conduct is reasonably certain to cause the result.

SEC. 1-8. ADOPTION OF CODE.

(a) The Board may from time to time adopt certain additional resolutions, rules, regulations and orders which it deems to be necessary to the maintenance and promotion of the peace, good government and welfare of the Airport, for the performance of the functions thereof, for the order and security of its inhabitants, users and visitors, and to protect the peace, lives, health and property of such inhabitants, users and visitors, and prescribed suitable penalties for the violation thereof, all in the manner prescribed by Transportation Code Chapter 22, and such rules, regulations and orders shall not be construed as an attempt to waive or set aside any provisions contained in the existing ordinances of any city or in any law of the State of Texas. To the extent of any conflict between the existing or future general ordinances of any city, such rules, regulations and orders of the Board shall prevail and be effective within the boundaries of the Airport, but not otherwise.

(b) Duly certified copies of all rules, regulations and orders of the Board pertaining to the subjects mentioned in SEC. 1-8(a), and prescribing penalties for violations, shall be forwarded by the Executive Director to the chief administrative officer of the Cities of Dallas and Fort Worth to adopt the Code;
and the duly authorized and commissioned peace officers or other
enforcement officers of the Board shall thereafter be authorized to file cases
arising thereunder in such municipal courts, in addition to any other
convenient and proper forum.

SEC. 1-9. PENALTY, CONTINUING VIOLATIONS.

(a) The violation of any provision of this Code where an act or a failure to act is
made unlawful or is otherwise prohibited, shall be punishable by a fine:

1) not to exceed $500.00;

2) not to exceed $2,000.00 if the provision violated governs fire safety,
or public health and sanitation, including dumping of refuse; or

3) fixed by State law if the violation is one for which the State has
fixed a fine.

(b) A person violating a provision of this Code is guilty of a separate offense for
each day or part of a day during which the violation is committed, continued,
or permitted, unless otherwise provided.

SEC. 1-10. LAWS OF THE STATE OF TEXAS.

All portions of this Code shall be cumulative of all applicable civil and criminal
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Traffic Regulation

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ARTICLE I.
IN GENERAL.

SEC. 2-1. GENERAL LAW GOVERNING.

All of the provisions of State Law governing the regulation of motor vehicles, including but not limited to Transportation Code Title 7—"Vehicles and Traffic" Subtitle C—"Rules of the Road", Transportation Code Chapter 502—"Registration of Vehicles", Transportation Code Chapter 501—"Certificate of Title Act", Transportation Code Chapter 521—"Driver's Licenses and Certificates", Transportation Code Chapter 601—"Motor Vehicle Safety Responsibility Act", and Transportation Code Chapter 683—"Abandoned Motor Vehicles", are hereby declared to be in effect on Airport Roadways, except the provisions of said Statutes changed by this Code under the authority of State Law.

SEC. 2-2.2-1. TRAFFIC CONTROL INSTALLATIONS.

(a) All devices, signs, signals, markings or insignia shall conform to the manual and specifications adopted by the Texas Transportation Commission, as set forth in Transportation Code, Section 544.001 and Transportation Code, Section 544.002.

(b) Except for speed limit signs, the Airport Board is authorized to establish all traffic control devices, signs, signals, markings and insignias on the Airport as presently located, erected or installed on the premises of the Airport, are hereby adopted, affirmed and ratified. The Executive Director shall conduct
studies and investigations relating to all such traffic control devices, signs, signals, markings and insignia, and in accordance with such studies, make changes deemed necessary. This includes declaring a parking ban for specified areas of the Airport in the interest of traffic safety or security. Any changes, when effected, shall be entered upon an official record to be maintained by the Executive Director.

(e) Based upon the authority vested in the Cities of Dallas and Fort Worth by Transportation Code, Section 545.356 and Transportation Code, Section 545.363, the speed limits upon the streets, ways, passages and vehicular routes within the boundaries and confines of the Airport are set, affirmed and ratified as described in Appendix I of this Code. Unless otherwise provided, the maximum speed limit on streets, ways, passages and vehicular routes within the boundaries and confines of the Airport shall be thirty (30) miles per hour. The streets, ways, passages and vehicular routes, and their corresponding block numbers within the boundaries and confines of the Airport, are set, affirmed, and ratified as described in Appendix I of this Code. In compliance with the above authority, the Airport Board directs the Executive Director to perform engineering and traffic investigations to ensure the prima facie maximum speed limits set forth in Appendix I are reasonable and safe under the conditions found to exist at all intersections and Airport Roadways. The delegation of authority herein granted shall not extend to establishing or changing speed limits, but shall be established by the Airport Board according to the requirements of State Law as delegated to the Cities by Legislative enactment.

SEC. 2-3.2-2. DEFINITIONS.

The definition of a term in this chapter shall apply only to this chapter.

ABANDONED VEHICLE shall have the meaning assigned in Section 683.002 of the Texas Transportation Code.

ADMINISTRATOR shall mean the Vice President of Operations the Transportation Business Unit of the Dallas-Fort Worth International Airport Board and includes his designated representatives, agents or Airport Board employees.

AIR OPERATIONS AREA or “AOA” shall mean the area of the Dallas-Fort Worth International Airport bounded by a fence or to which access is otherwise restricted and which is primarily used or intended to be used for landing, taking-off or surface maneuvering of aircraft. The AOA does not include those leasehold areas within or having direct access to the AOA which are subject to security requirements imposed on the lessee or tenant under appropriate federal regulations or agreement incorporated in a signed lease.
AIRCRAFT RESCUE AND FIRE FIGHTER ROAD (AARF) or EMERGENCY ACCESS ROADS shall mean roads on the AOA that are maintained to support emergency responses.

AUTHORIZATION or AUTHORIZED shall mean acting under or pursuant to a written contract, permit, authorization or other evidence of right issued by the CEO or his designee.

BADGE shall mean an identification card issued by the Airport to identify a person with access authorization.

CRUISING shall mean operating a motor vehicle so as to pass the same location 3 times within a 2 hour period.

DISABLED PARKING PLACARD shall mean the placard issued by the state under section 681.002 of the Texas Transportation Code, as amended.

DISABLED PERSON shall mean a person who has a permanent or temporary disability within the meaning of Section 681.001 in the Texas Transportation Code, as amended, and who has applied for and received:

(a) a disabled person or disabled veteran license plate from the state;

(b) a disabled parking placard from the state; or

(c) a license plate or placard bearing the international symbol of access issued by a U.S. state or by a state or province of a foreign country.

DISABLED PERSON LICENSE PLATE shall mean the specially designed license plate of a vehicle, issued by the state to a permanently disabled person under Section 504.201 of the Texas Transportation Code, as amended.

DISABLED VETERAN LICENSE PLATE shall mean the specially designed license plate of a vehicle, issued by the state to a disabled veteran under Section 504.202 of the Texas Transportation Code, as amended.

DPS shall mean the Dallas-Fort Worth International Airport Board Department of Public Safety.

ESCORT shall mean to accompany and monitor the activities of an individual who does not have unescorted access authority into or within a sterile area, secured area or SIDA.

INTERNATIONAL SYMBOL OF ACCESS shall have the meaning defined in Section 681.001 of the Texas Transportation Code, as amended.

JUNKED VEHICLE shall have the meaning defined in Section 683.071 of the Texas Transportation Code.
MOVEMENT AREA shall mean the area of the AOA utilized for taxiing, takeoff, and landing of aircraft and includes adjacent undeveloped areas. The movement area does not include loading ramps and parking area ramps.

NON-MOVEMENT AREA shall mean the area that includes all aircraft parking areas, loading ramps and aircraft maintenance ramps.

OPERATOR shall mean any person in control of a vehicle, including a railroad train or a vehicle being towed.

OWNER shall mean a person in whose name the legal title of an aircraft or a motor vehicle is held or vested.

PARK or PARKING shall mean to stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading merchandise or passengers.

PARKING and ACCESS CHARGES are specified in the Dallas-Fort Worth International Airport Board Schedule of Charges.

PARKING BAN shall mean certain hours or times during which standing, parking, or stopping of a vehicle is prohibited along the curb of designated street as indicated by signs.

REGULATED VEHICLE means a taxicab or prearranged service vehicle.

RESTRICTED AREA shall mean any area locked or posted by the Airport to either prohibit or limit entry or access to specific authorized persons.

STAND or STANDING shall mean to halt an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers.

STOP or STOPPING shall mean:

(a) when required, to completely cease movement; and,

(b) when prohibited, to halt, including momentarily halting, an occupied or unoccupied vehicle, unless necessary to avoid conflict with other traffic or to comply with the directions of a police officer or a traffic control sign or signal.

UNATTENDED VEHICLE shall mean a vehicle that is stopped or parked and whose driver and passengers have exited the vehicle and moved more than 50 feet away from the vehicle leaving, it unoccupied.

VEHICLE shall mean and include automobiles, trucks, buses, motorcycles, horse-drawn vehicles, bicycles, pushcarts and any other device in or upon or by which any person or property is or may be transported, carried, or drawn upon land.
VEHICULAR PARKING AREA shall mean those portions of the Airport designated and made available temporarily or permanently by the Airport Board for the parking of vehicles.

ARTICLE II.
ENFORCEMENT.

SEC. 2-5.2-3. LAW ENFORCEMENT.

(a) Composition of Police Force:

The police force of DFW International Airport shall consist of the Chief of Police and such number of officers as the Airport Board authorizes.

(b) Chief of Police:

(1) shall be responsible for the proper administration and operations of the police department;

(2) shall have the authority to appoint peace officers for specific duties at the Airport.

(c) Duties and Powers of Police Officers:

Law enforcement officers are charged with maintaining peace and order, and protecting the citizens of the DFW Airport. The Department of Public Safety shall provide continuous patrol services, receive calls for assistance, investigate criminal offenses and security violations, apprehend offenders, provide traffic enforcement and enforce all codes and laws, local, state and federal, the enforcement of which it is charged with.

Texas peace officers commissioned by the Airport Board shall have primary law enforcement authority within the boundaries of the Airport.

SEC. 2-6. PARKING ENFORCEMENT:

In addition to DPS law enforcement officers, the Administrator, his designated and the representatives and agents designated by the Administrator, shall have enforcement authority in this Chapter as to civil offenses related to parking or stopping a vehicle in terminal parking facilities, on the upper or lower level roadways adjacent to passenger terminals, at the central queue, and Consolidated Rental Car Facility.

SEC. 2-7.2-4. TOWING.
(a) Any vehicle which is abandoned or junked, or parked in violation of this eCode, eran representing an operational hazard at the Airport, may be booted, removed or towed away and impounded, all at the operator's or owner's expense and without liability for any damage to the vehicle. Such expense shall be a lien against the vehicle and payment in full shall be a prerequisite to the reclaiming of the vehicle by the operator or owner.

(b) The method of disposition of abandoned or junked motor vehicles or other vehicles shall be as set forth in the Transportation Code Chapter 683.

(c) Any boat, trailer, storage compartment or other like property left in any terminal, remote, or employee parking facility on the Airport without authorization from the Executive Director CEO will be towed away and impounded all at the operator's or owner's expense and without liability for any damage to the vehicle.

(d) Law Enforcement Officers of The Department of Public Safety are authorized to remove or impound vehicles found in violation of this chapter which represent an operational hazard or that impede the efficient operations of any Airport Roadway or the Air Operations Area.

(e) The Administrator, DPS, and their designated representatives are authorized to impound any vehicle that is in violation of parking or stopping of vehicles found:

1. in terminal parking facilities;
2. on the upper or lower level roadways adjacent to passenger terminals;
3. at the central queue; or
4. at the Consolidated Rental Car Facility.

ARTICLE III
LANDSIDE TRAFFIC

SEC. 2.10. OBEDIENCE TO TRAFFIC CONTROL DEVICES.

No person shall operate a vehicle on any Airport roadway in violation of an official traffic control device except when necessary to avoid conflict with other traffic or to be in compliance with the law or the directions of a police officer, a traffic or parking controller.

SEC. 2.5. SPEED LIMITS.
The speed limits upon the streets, ways, passages and vehicular routes within the boundaries and confines of the Airport are set, affirmed and ratified as described in Appendix I of this Code. Unless otherwise provided, the maximum speed limit on streets, ways, passages and vehicular routes within the boundaries and confines of the Airport shall be thirty (30) miles per hour. The streets, ways, passages and vehicular routes, and their corresponding block numbers within the boundaries and confines of the Airport, are set, affirmed, and ratified as described in Appendix I of this Code.

SEC. 2-11. CRUISING.

(a) A person commits an offense if he drives a regulated vehicle and he:

(1) engages in cruising within 500 feet of any Airport Terminal, bus stop, rental car facility, parking facility or any other location designed to assist Airport customers locate alternate means of transportation to or from the Airport; and,

(2) does not possess a valid dispatch authorization or other form of permission from the Administrator.

(b) Enforcement;

(1) Enforcement action may be taken under this section any time after a police officer has determined that the driver of a vehicle has passed the same location more than 3 times within a 2-hour period.

ARTICLE IV. III.
AIRSIDE TRAFFIC.

SEC. 2-20. CONTROL OF VEHICLES.

The control of all vehicular traffic on the AOA shall be governed by applicable federal and state laws and these rules and regulations.

SEC. 2-21.2-6. AUTHORITY TO OPERATE ON THE AOA.

(a) No person shall enter by foot or other conveyance or operate any motor vehicle on the AOA, unless it is directly related to an aviation activity on the Airport, the business of the Airport Board, or the business of a tenant, an authorized subtenant or authorized user of the Airport.

(ba) A person commits an offense if he is on the AOA and:

(1) does not display evidence of authorization issued by the Airport Board Executive Director or his designee; or
(2) is not under authorized escort as described in Chapter 9.

A person commits an offense if he operates a motor vehicle on the AOA and:

(1) does not have a valid government issued driver's license in his possession;

(2) does not have a license in his possession that is appropriate for the type of vehicle being operated; or,

(3) does not display or refuses to present a driver's license upon demand by a peace officer.

SEC. 2-22. YIELD TO AIRCRAFT.

A person commits an offense if he operates a vehicle and fails to yield the right-of-way to any aircraft in motion.

Sec. 2-23. AIRCRAFT MOVEMENT AREA.

(a) A person commits an offense if he operates a motor vehicle or travels by foot or by any conveyance and crosses the non-movement area boundary marking from the non-movement area into the movement area, unless in support of airport operations.

(b) A person commits an offense if he operates a motor vehicle or travels on foot or by any conveyance and crosses the runway holding position marking of an active runway without first having received clearance to proceed from the FAA control tower.

(c) It is a defense to prosecution for a violation of this subsection if the person is being escorted by an authorized SIDA badge holder who is responsible for receiving clearance from the FAA control tower.

SEC. 2-24. SPEED LIMIT AND TRAFFIC CONTROL.

A person commits an offense if he operates any motor vehicle, other than an emergency vehicle:

(a) in the Non-Movement Area at a speed in excess of twenty (20) miles per hour; or

(b) on the ARFF service roads in excess of forty-five (45) miles per hour.

SEC. 2-25.2-7. RECKLESS DRIVING.
A person commits an offense if he operates a motor vehicle on the AOA in a willful or wanton disregard for the safety of persons or property.

**SEC. 2-26.2-8. OBEEDIENCE TO SIGNS.**

A person commits an offense if while on foot or operating any vehicle on the AOA:

(a) he disregards a posted regulatory sign, special sign, signal, marking or device used to regulate, warn, or guide traffic; or

(b) fails to comply with directions given by the control tower, a law enforcement officer, or a person designated by the Airport to control traffic.

**SEC. 2-27.2-9. PARKING ON THE AOA.**

A person commits an offense if he parks a motor vehicle, vehicle, trailer, or other equipment on the AOA:

(a) in a manner contrary to any posted regulatory signs, traffic control devices or pavement markings; or

(b) in any manner that prevents the passage or movement of aircraft, vehicles, trailers or pedestrians; or

(c) in any manner that obstructs access to fuel shutoff valves, fire suppression equipment, or other emergency systems; or

(d) that is inoperable or undergoing maintenance; or

(e) that the Administrator or his designee instructed the person to remove from the AOA.

**SEC. 2-28.2-10. MOTOR VEHICLE ACCIDENTS.**

Any person operating a motor vehicle on the AOA which is involved in an accident resulting in injury to any person or damage to another's property shall:

(a) immediately stop at the scene or as close as possible;

(b) render aid if necessary;

(c) exchange driver, vehicle, and insurance information if necessary; and

(d) notify the DFW Airport DPS and the Airport Operations Center.

**SEC. 2-29.2-11. DRIVING UNDER THE INFLUENCE.**

A person commits an offense if he operates a motor vehicle on the AOA and:

(a) has any detectable amount of alcohol in the person's system;
(b) has any detectable amount of a dangerous drug in the person's system; or,

(c) does not have the normal use of his mental or physical faculties by reason of the introduction of a controlled substance, a drug, a combination of two or more substances or any other substance into the body.

SEC. 2-30.2-12. SAFETY BELTS.

(a) A person commits an offense if the person:

(1) is operating or riding in a vehicle,

(2) is occupying a seat that is equipped with a safety belt, and

(3) is not secured by a safety belt while the vehicle is being operated in either the movement area or non-movement area of the Air Operations Area.

(b) In this section, "safety belt" and "secured" have the meanings assigned by Section 545.412 of the Texas Transportation Code, as currently enacted.

(c) It is a defense to prosecution under this section that:

(1) the person is engaged in servicing an aircraft and is driving or riding in a vehicle located within 25 feet of that aircraft;

(2) the person is driving or riding in a vehicle within a baggage make-up area and the person is present for the purpose of positioning equipment;

(3) the person is an emergency service provider performing his official duties;

(4) the person possesses a written statement from a licensed physician stating that for a medical reason the person should not wear a safety belt; or

(5) the person presents to the court, not later than the 10th day after the date of the offense, a written statement from a licensed physician stating that for a medical reason the person should not wear a safety belt.

ARTICLE V.IV.
PARKING VIOLATIONS.

SEC. 2-40.2-13. OBEDIENCE TO SIGNS.

(a) A person commits an offense if, as the operator of a vehicle, he stops, stands, or parks a vehicle within the boundaries of the Airport in violation of an official
sign, curb marking, or street marking prohibiting, regulating, or restricting the parking, stopping, or standing of vehicles, except when necessary to avoid conflict with other traffic or to be in compliance with the law or the directions of a police officer.

(b) A person commits an offense if he:

(1) is not a disabled person or transporting a disabled person and stops, stands, or parks a vehicle with a valid disabled person license plate, a disabled veteran license plate, a disabled parking placard, or a license plate or placard bearing the international symbol of access in a parking space or area designated specifically for the disabled;

(2) stops, stands, or parks a vehicle that does not display a valid disabled person license plate, a disabled veteran license plate, a disabled parking placard, or a license plate or placard bearing the international symbol of access in a parking space or area designated specifically for the disabled; or

(3) stops, stands, or parks a vehicle in such a manner that the vehicle blocks an access or curb ramp or any other architectural improvement designed to aid the disabled.

SEC. 2-41.—NO PARKING.

A person commits an offense if as the operator of a vehicle, he parks a vehicle within the boundaries of the Airport in a no parking zone designated by an official sign.

SEC. 2-42.—UNAUTHORIZED ZONES.

A person commits an offense if:

(a) as the operator of a vehicle he stops, stands, or parks in a zone designated by the Airport for the use of a specified transportation provider and the vehicle he is driving does not display a valid permit or other proof of authorization issued by the Airport; or,

(b) as the operator of an authorized Limo, Taxi, Terminal Link, Shared Ride vehicle, or other courtesy vehicle he stops, stands, or parks in a zone for which his vehicle is not authorized.

SEC. 2-43.—LIMITED PARKING.

A person commits an offense if as the operator of a vehicle he stops, stands, or parks a vehicle in violation of an official sign which designates a time limit for parking.

SEC. 2-44.2-14.  FIRE LANE.
A person commits an offense if the person stops, stands, or parks a vehicle in a fire lane except when necessary to avoid conflict with other traffic or to be in compliance with the law or the directions of a police officer.

**SEC. 2-45.2-15. FAILURE TO PARK IN MARKED SPACE.**

A person commits an offense if, in an Airport operated parking area, he parks a vehicle in a marked parking space and fails to park within the lines as designated.

**SEC. 2-46.2-16. EMPLOYEE PARKING AREAS.**

A person commits an offense if he operates, parks, or stands a motor vehicle within an Airport operated parking area designated for employee parking unless a valid permit, decal, or other authorization issued by the Airport is displayed on the vehicle in a manner established by the Administrator.

**SEC. 2-47.2-17. PARKING BY AIR OPERATION AREAS FENCE.**

A person commits an offense if he parks a vehicle or leaves other property within ten (10) feet of an AOA fence.

**SEC. 2-48.2-18. PASSENGER LOADING ZONES – NO UNATTENDED VEHICLE.**

(a) The Airport Board may establish zones for loading or unloading passengers where no unattended vehicles are permitted. Such zones shall be designated with appropriate control devices, signs, signals, markings or insignia.

(b) A person commits an offense if the person parks, stops, or stands any vehicle and leaves it unattended in any passenger loading or no unattended vehicle zone.

**SEC. 2-49.2-19. IMPEDING FLOW OF TRAFFIC.**

A person commits an offense if he parks, stops or stands a vehicle in any Airport roadway, crosswalk, sidewalk, driveway, Air-Operations-Area, Taxiway, Parking Area, Passenger Loading Zone, material Loading Zone, at the Central Taxi Queue, or in front of or near any entrance or exit to any building at the Airport so as to block, obstruct or impede the free passage of any vehicles or pedestrians.

**SEC. 2-50.2-20. MATERIAL LOADING ZONES.**

(a) The Airport Board may establish Loading Zones for the loading and unloading of material at the Airport. Loading zones shall be designated with appropriate control devices or signs and may designate specific times for the activity.
(b) A person commits an offense if he:

(1) stops, stands or parks any vehicle in a Loading Zone other than for unloading and delivery, pickup and loading of material by a vehicle authorized by the Airport Board Executive Director for such use; or,

(2) stops, stands or parks any delivery vehicle authorized by the Airport Board Executive Director in a Loading Zone and exceeds the time limit or specified time window established by the Airport Board and posted in such Loading Zone.

SEC. 2-21. FAILURE TO PAY PARKING AND ACCESS CHARGES

A person commits an offense by failing to pay accrued parking or access charges at the Airport exits. This offense includes, but is not limited to, tow truck operators who remove vehicles from the Airport without paying the charges accrued by the vehicle being removed.

SEC. 2-54.2-22. PARKING DEFENSES.

(a) Law Enforcement and Emergency Service Vehicles.

(1) It is a defense to prosecution under this Chapter that a vehicle in violation was owned or operated by a law enforcement agency, fire department or Emergency Medical Service provider and parked to support the performance of official duties.

(b) Authorized persons.

(1) It is a defense to prosecution under this Chapter that a vehicle in violation:

(aA) was parked in a limited parking space and had parking authorization, in a form approved by the Executive Director CEO and authorization was placed to be clearly visible on either the front windshield or rear window of the vehicle; or,

(bB) stopped, stood, or parked at the direction of a law enforcement officer, a traffic or parking controller, or an official traffic control device.

ARTICLE 44-V.
ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS.

SEC. 2-60.2-23. PARKING VIOLATIONS MADE CIVIL OFFENSES.
Every violation of Article V of this chapter governing the stopping, standing, or parking of a vehicle is a civil offense.

SEC. 2-61. GENERAL AUTHORITY AND DUTY OF THE ADMINISTRATOR.

The Administrator or his designated representative shall implement and enforce this section and may by written order establish such rules or regulations, not inconsistent with this section, as the Administrator determines are necessary to discharge his duty under, or to effect the policy of, this section.

SEC. 2-24. HEARING REQUIREMENT.

A person charged with a stopping, standing, or parking offense is entitled to a hearing within 15 calendar days of issuance of the citation.

SEC. 2-62.2-25. HEARING OFFICERS; POWERS, DUTIES, AND FUNCTIONS.

(a) Hearing officers shall be appointed by the Administrator, or his designated representative, to administratively adjudicate all parking violations for which a parking citation has been issued under this chapter of this Code.

(b) Hearing officers shall have the following powers, duties, and functions:

(1) to administer oaths;

(2) to accept admissions to, and to hear and determine contests of, parking violations under this section;

(3) to issue orders compelling the attendance of witnesses and the production of documents, which orders may be enforced by a municipal court;

(4) to assess civil fines, penalties, and other costs for a parking violation in accordance with Sec. 2-70 of this chapter;

(5) to waive penalties assessed for a parking violation in accordance with Sec. 2-70 of this chapter; and

(6) to preside over, hear evidence, and make findings at an immobilization or impoundment hearing in accordance with this section.

SEC. 2-63.2-26. PARKING CITATIONS; FORM.

(a) A parking citation serves as the summons and complaint for purposes of this section.
(b) A parking citation must be on a form prescribed by the Administrator or his designated representative, and must include the following information:

(1) the nature, date, time, and location of the alleged parking violation;

(2) the license plate number of the illegally parked vehicle, or if not visible or legible, the vehicle identification number or the inspection tag number;

(3) the make of the illegally parked vehicle; and

(4) all other information required by state law, the date, time, and location of the administrative adjudication hearing, to be set not later than 15 calendar days after the date of issuance of the parking citation;

(5) a notification that the person charged with the parking violation has the right to an instant hearing any business day before the scheduled administrative adjudication hearing; and

(6) a notification that failure to timely appear at either an instant hearing or a scheduled administrative adjudication hearing is considered an admission of liability for the parking violation and will result in the assessment of appropriate civil fines, penalties, and costs and may result in the immobilization, towing, and impoundment of the vehicle for which the citation was issued.

(c) The original or any copy of a parking citation is a record kept in the ordinary course of Airport Board business and is prima facie evidence of the facts contained in the parking citation.

SEC. 2-64.2-27. SERVICE OF A PARKING CITATION; PRESUMPTION OF SERVICE.

(a) A parking citation must be served personally upon the operator of a vehicle, who is if the operator is present at the time of service. If the operator is not present, or cannot otherwise be personally served, the parking citation must be served upon the registered owner of the vehicle by affixing the parking citation affixed to the vehicle in a conspicuous place.

(b) An operator of a vehicle who is not the vehicle’s owner, but who uses or operates the vehicle with the express or implied permission of the owner, shall be considered the owner’s agent authorized to receive a parking citation required to be served upon the registered owner or operator of a vehicle in accordance with the provisions of this section.
(c) If the owner or operator of a vehicle drives the vehicle away from or in any manner leaves the site of the parking violation while the issuing officer is preparing the parking citation, or refuses service of the parking citation, this fact shall be noted on the original and all copies of the parking citation.

(d) The original parking citation must be signed by the issuing officer who shall affirm the truth of the facts set forth in the citation. An electronic signature satisfies the signature requirement.

(e) The original and all copies, including all electronic copies, of a parking citation are prima facie evidence that the parking citation was issued and that an attempt at service was made in accordance with the provisions of this section.

SEC. 2-65.2-28. LIABILITY OF THE VEHICLE OWNER AND OPERATOR; PRESUMPTION OF LIABILITY.

(a) Except as provided in subsection (b), the registered owner and the operator of a vehicle, when not the same, shall both be liable to the Airport Board for a parking violation charge, except that the operator of a vehicle shall be solely liable if the owner can prove that the vehicle was operated without the owner’s express or implied consent. A vehicle owner who pays any civil fines, penalties, or costs pursuant to this section shall have the right to recovery from the vehicle operator.

(b) A vehicle owner who is engaged in the business of renting or leasing vehicles under written rental or leasing agreements shall not be liable for parking fines, penalties, and costs imposed by the Airport Board on a rented or leased vehicle if, within 30 days after receiving written notice of a parking violation, the vehicle owner provides in affidavit form the true name, address, driver’s license number and state or country of issuance of the person in possession of the vehicle at the time the parking citation was issued, and a true copy of the lease or rental agreement in effect at the time the parking citation was issued.

(c) A lessor of a vehicle who fails to comply with subsection (b) provide such information and documentation shall be treated as any other vehicle owner and shall be liable with the vehicle operator for a parking violation charge.

(d)(c) It is a defense to any charge of a parking violation that, at the time of the violation, the illegally parked vehicle was reported to a police department as having been stolen prior to the time of the violation and had not yet been recovered.

(e) In any hearing to administratively adjudicate a parking citation, it is presumed that the registered owner of the vehicle for which the citation was issued is the person who stopped, stood, or parked the vehicle at the time and place of

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the parking violation. Proof of ownership may be made by a computer-generated record of the registration of the vehicle showing the name of the person to whom the license plate was issued. This proof is prima facie evidence of the ownership of the vehicle by the person to whom the certificate of registration was issued.

SEC. 2-66.2-29. ANSWERING A PARKING CITATION.

(a) A person who has been issued a parking citation shall answer to the charge of the parking violation by the date shown on the citation. An answer may be made in any of the following ways:

(1) an admission of liability with payment of the applicable civil fine, and any additional penalties and costs;

(2) a denial of liability made before a hearing officer at an administrative adjudication hearing on a date specified in the parking citation or at an instanter hearing before that date;

(3) an admission of liability with an explanation made before a hearing officer at an administrative adjudication hearing on a date specified in the parking citation or at an instanter hearing before that date;

(4) a request for permission from a hearing officer to adjudicate by mail; or electronic mail;

(5) a request to reset a scheduled administrative adjudication hearing from the date shown on the parking citation. A scheduled hearing may not be reset more than once unless the person charged pays to the Administrator, or his designated representative, an amount equal to the applicable civil fine for the parking violation, with any additional penalties and costs.

(b) The Administrator, or his designated representative, shall issue a receipt for any amounts paid under this paragraph. After presentation of the receipt, all amounts paid will be refunded to the person charged if the hearing officer, or a municipal court on appeal, finds that the person is not liable for the parking violation.

(c) Payment of the civil fine and any additional penalties and costs may be made in person or by mailing to the Airport Board the parking citation accompanied by payment of the amount shown on the citation. Payment by mail may be made only by money order, check, or in a manner prescribed by the Administrator or his designated representative. Payment of the civil fine and all penalties and costs assessed pursuant to this section shall operate as a
final disposition of the parking violation charge, except when payment is made to reset a scheduled hearing or to file an appeal.

SEC. 2-67.2-30. ADJUDICATION BY MAIL, ELECTRONIC MAIL, OR THROUGH THE ONLINE CITATION APPEAL SYSTEM.

(a) If a person charged with a parking violation shows good cause for not attending a hearing, either personally or through a representative, the hearing officer may permit the matter to be adjudicated by mail, electronic mail, or through the online citation appeal system, which adjudication must be completed within 90 calendar days of the date of the citation.

(b) Letters, memoranda, affidavits, photographs, and other documentary materials shall be admissible as evidence for the purposes of adjudication by mail, electronic mail or through the online citation appeal system. The hearing officer may exclude from consideration any material that is not relevant to the adjudication of the alleged violation.

(c) Failure of the person charged to proceed with an adjudication by mail, electronic mail or through the online citation appeal system, after requesting and receiving permission to adjudicate by mail, electronic mail or through the online citation appeal system, is an admission by the person charged of liability for the parking violation and shall subject the person who requested the adjudication by mail, electronic mail or through the online citation appeal system, to the appropriate civil fines, penalties, and costs assessed by the hearing officer.

(d) If a hearing officer determines that an adjudication cannot proceed by mail, electronic mail or through the online citation appeal system, the hearing officer shall advise the person charged by first class mail that the person must appear to answer the charge at a hearing.

SEC. 2-69.2-31. HEARINGS FOR DISPOSITION OF A PARKING CITATION; NOTICE OF DECISION; PARKING CITATION AS PRIMA FACIA EVIDENCE.

(a) Every hearing for the adjudication of a parking violation charge under this section shall be held before a hearing officer.

(b) At a hearing, the parking citation is prima facie proof of its contents. The officer or other authorized person who issued the parking citation is not required to be present at a scheduled administrative hearing; except, that the issuing officer or other authorized person shall be present at a scheduled administrative adjudication hearing if requested by the person charged or by the hearing officer.
(c) At a hearing, the hearing officer shall hear and consider evidence presented by the Airport Board and by the person charged. The formalTexas rules of evidence do not apply to a hearing under this section, and the hearing officer shall make a decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this section or other applicable law.

(d) At the conclusion of an instanter or a scheduled administrative adjudication hearing, the hearing officer shall immediately render an order or decision as to liability for the violation. The person charged shall also be notified of the right to appeal to municipal court, that failure to pay can result in immobilization and impoundment of the vehicle, and that the debt may be placed on the person's credit report for seven years or until the debt is paid, either by:

1. finding the person charged liable for the parking violation, assessing the applicable civil fine and any penalties and other costs in accordance with this section, and notifying the person of the right to appeal to municipal court; or,

2. finding the person charged not liable for the parking violation.

(e) An order of a hearing officer may be filed with the Administrator or his designated representative. The order may be recorded using computer printouts, microfilm, microfiche, or similar data processing techniques.

SEC. 2-69. FAILURE TO ANSWER A PARKING CITATION OR APPEAR AT A HEARING.

(a) The failure of any person charged with a parking violation to answer to the charge within 15 calendar days after the date of issuance of the parking citation or to appear at any hearing, including a hearing on appeal, when required to appear is an admission of liability for the parking violation, and the hearing officer, or the municipal court in the case of an appeal, shall issue an order of liability and assess against the person charged with the violation the appropriate civil fines, penalties, and other costs.

(b)(e) If the person charged with a parking violation fails to answer the charge or to appear at a scheduled hearing, then within 7 calendar days after filing an order of liability issued under this section, a hearing officer shall notify the registered owner or operator of the vehicle in writing of the order. The notice must be sent by first class mail to the last address of the registered owner on record with the Texas Department of Transportation, or to the address of the registered owner or operator last known to the hearing officer. The notice must include a statement:
(1) of the amount of civil fines, penalties, and costs assessed;

(2) of the right to appeal to municipal court; and

(3) that failure to pay can result in immobilization and impoundment of the vehicle and the debt being placed on the debtor's credit report for seven years or until such time as the debt is paid.

SEC. 2-70.2-32. CIVIL FINE SCHEDULE.

(a) The following is the schedule of civil fines for parking violations of this Code that are made All civil offenses under this section chapter shall be punishable by a civil penalty of $58.00, except for the following offenses:

| Violation                                      | Civil Penalty
|-----------------------------------------------|----------------
| Obedience to Signs                            | $ 58.00        |
| Handicap Disabled Parking Space               | $ 500.00       |
| No Parking                                    | $ 58.00        |
| Unauthorized Zone                             | $ 58.00        |
| Limited Parking 1hr/2hr                       | $ 58.00        |
| Parking in a Fire Lane                        | $ 68.00        |
| Failure to Park in Marked Space               | $ 58.00        |
| Employee Parking Areas (no decal/expired decal)| $ 58.00    |
| Parking by AOA Fence                          | $ 58.00        |
| Passenger Loading Zones (No Unattended Vehicle)| $ 58.00    |
| Impeding Flow of Traffic                      | $ 58.00        |
| Loading Zone                                  | $ 58.00        |
| Boot Fee                                      | $ 100.00       |

(b) Civil penalties for failure to pay parking fees shall be in addition to the parking fees themselves. When a vehicle is booted, a fee of $100.00 shall also be assessed.

(b)(c) If a civil fine penalty is assessed, it must be in accordance with this section. A civil fine penalty may not be waived or modified by a hearing officer, or by a municipal court on appeal, except that additional penalties and other costs may be added in accordance with this section.

(e)(d) An additional penalty in an amount equal to the original civil fine penalty will be assessed if a vehicle owner or operator or the agent of the owner or operator fails to:

(1) answer to a parking violation charge within 15 calendar days after the date of issuance of the parking citation or fails to appear at any hearing scheduled after 15 calendar days from the date of the parking citation; or
(2) after being found liable, pay all civil fines, fees, and costs assessed for a parking violation within the time designated by the hearing officer.

(e) A penalty assessed under subsection (c) of this section may be waived by a hearing officer, or by a municipal court on appeal, if the vehicle owner or operator, or agent of the vehicle owner or operator, can establish that:

(1) through no fault of the vehicle owner or operator, or agent of the vehicle owner or operator:

(A) no notice of the parking violation was received as required by this section; or

(B) no notice of the hearing officer’s order was received as required by this section; or

(C) payment of the civil penalty assessed for the parking violation was not posted in a timely manner;

(2) the penalty was assessed in error; or

(3) the vehicle was at the time of the violation stopped, standing, or parked in response to a medical emergency.

SEC. 2-74-2-33. ENFORCEMENT OF ORDER.

In addition to the enforcement remedies allowed by state law, a hearing officer’s order may be enforced by:

(a) impounding the vehicle that is the subject of the order when it is found within the boundaries of the Airport, if the person charged has committed three or more parking violations in any calendar year that have not been resolved either by a finding of no liability or by payment of all civil fines, penalties, and costs assessed by the hearing officer;

(b) placing a boot on the vehicle that is the subject of the order when it is found within the boundaries of the Airport, if the person charged has committed three or more parking violations in any calendar year that have not been resolved either by a finding of no liability or by payment of all civil fines, penalties, and costs assessed by the hearing officer;

(c) imposing an additional penalty to a civil fine not paid within the designated period;
(d)(c) canceling or denying any permit to park or operate a transportation service at the Airport; or, and

(e)(d) reporting the debt to a credit reporting bureau to remain on the debtor's credit report for seven years or until such time as the debt is paid, or any other civil remedy available at law.

SEC. 2-72.2-34. REMOVAL OF IMMOBILIZATION DEVICE.

(a) The registered owner of an immobilized or impounded vehicle, or other authorized person, may secure the release of the vehicle upon:

(1) payment of the amount of the civil fine and late fees, if any, for each delinquent parking citation plus the applicable boot fees and/or towing and storage fees; or,

(2) the posting of a cash bond in the amount of such civil fines, late fees, boot fees and/or towing and storage fees to ensure appearance at the immobilization/impoundment hearing.

(b) Payment of the civil fines, late fees, boot fees, and any towing and storage fees shall constitute a waiver of the right to contest such civil fines and fees.

(c) It shall be unlawful for any person, other than an officer or employee of the Airport Board acting in the course and scope of his duties under this section, to remove or attempt to remove or to tamper in any manner with an immobilization device (boot) installed on any vehicle pursuant to this section.

(d) It shall be unlawful for any person, except under the direction of a peace officer, or an employee of the Airport Board, to tow, move, or to cause to be towed or moved any vehicle on which a boot is then installed pursuant to this section from the place where it was booted.

(e) It shall be unlawful for any person, other than a peace officer or employee of the Airport Board acting in the course and scope of his duties, to remove or relocate any notice placed upon a booted vehicle under this section.

(f) An offense under this section shall be a criminal offense punishable upon conviction by a criminal fine not to exceed Five Hundred Dollars ($500). To the extent that any conduct declared to be unlawful under this section also constitutes a violation of an applicable state law, then it shall be punishable as provided by state law.

SEC. 2-73.2-35. IMMOBILIZATION/IMPOUNDMENT HEARING.
(a) The registered owner of a vehicle that is immobilized or impounded for the purpose of enforcing a hearing officer's order shall have the right to a prompt immobilization/impoundment hearing before a hearing officer.

(b) The request for an immobilization/impoundment hearing must be made in writing to the Administrator, or his designated representative, on a form provided for that purpose, within 3 calendar days from the date the vehicle was immobilized or impounded, whichever occurred first.

(c) An immobilization/impoundment hearing must be held within 48 hours after the Administrator, or his designated representative, receives the request for a hearing, excluding Saturdays, Sundays, and Airport Board holidays, at the parking adjudication office or at such other convenient and reasonable place as the hearing officer may designate.

(d) The issue to be determined at the immobilization/impoundment hearing is whether the immobilization or impoundment of the vehicle was authorized by this section.

(e) The immobilization or impoundment of a vehicle is valid if it complies with the requirements of this section, unless the vehicle owner or operator, or agent of the vehicle owner or operator, can establish that:

(1) the vehicle was registered to or operated by another person at the time the unresolved parking violations occurred;

(2) the vehicle was being operated without the owner's express or implied consent at the time the unresolved parking violations occurred; or

(3) through no fault of the owner, notice of the unresolved parking violations was never received as required by this section; and

(4) one or more citations for the unresolved parking violations are defective and, if the defective citations are dismissed, it would leave no more than two unresolved parking violations within the calendar year; or

(5) at the time of immobilization or impoundment of the vehicle, the registered owner had no more than two unresolved parking violations within the calendar year.

(f) The determination of the hearing officer at the immobilization or impoundment hearing is final and is not subject to appeal.

(g)(f) If the hearing officer determines that immobilization or impoundment of a vehicle was not valid, all fees paid for immobilization, towing, storage, and
impoundment of the vehicle and any other amount paid to redeem the vehicle shall be refunded, including any civil fines, penalties, and costs for any parking violation that the hearing officer determines should not have been considered in counting parking violations for the purposes of immobilizing or impounding the vehicle. Any civil fines, penalties, and costs paid for a parking violation for which the registered owner was liable will not be refunded.

SEC. 2-74.2-36. APPEAL FROM HEARING.

(a) A person determined by a hearing officer, at either an instant or scheduled administrative adjudication a hearing, or by failure to answer a parking citation or appear at a hearing in the time required, to be liable for in violation of a parking-violation ordinance may appeal this determination to the municipal court in the manner and within the time allowed by state law by filing a petition within 30 calendar days after the hearing officer’s order is filed with the Administrator or his designated representative.

(b) Upon receipt of an appeal petition, the municipal court clerk or deputy clerk shall schedule an appeal hearing and notify all parties of the date, time, and location of the hearing. The officer or other authorized person who issued the parking citation is not required to be present at the appeal hearing unless requested by the person charged or by the municipal court.

(c) The appeal hearing must be a trial de novo in municipal court and is a civil proceeding for the purpose of affirming or reversing the hearing officer’s order. The decision from the municipal court is final.

(d) Service of notice of appeal under this section does not stay the enforcement and collection of any order of a hearing officer, unless the person filing the appeal pays to the Administrator, or his designated representative, an amount equal to all civil fines, penalties, and costs assessed against the person charged. The Administrator, or his designated representative, shall issue a receipt for any amounts paid under this subsection. After presentation of the receipt, all amounts paid will be refunded if the hearing officer’s order is overturned on appeal.

SEC. 2-75.2-37. DISPOSITION OF CIVIL FINES, PENALTIES, AND COSTS.

All civil fines, penalties, and costs assessed collected by the Airport Board under this section shall be paid into the Airport Board’s general fund for the use and benefit of the Airport Board.
Chapter 3

MISCELLANEOUS-OFFENSESMiscellaneous Offenses

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ARTICLE I.
GENERAL OFFENSES.

SEC. 3-1. GENERAL STATE LAW.

The provisions of this Chapter shall not be construed as limitations upon the civil or criminal laws of this State which are in full force and effect within the areas under the jurisdiction of the Airport Board.

SEC. 3-2. DEFINITIONS.

ANIMAL shall mean any nonhuman vertebrate.

"AUTHORIZATION", "DECAL", or "DEVICE" shall mean any permit, badge, parking decal or other authorization issued by the Executive DirectorCEO.
AUTHORIZED THERAPY ANIMAL shall mean any animal individually trained and authorized to do work or perform tasks for the purpose of relieving stress of individual members of the public. For purposes of this Chapter, “authorized” means the animal has met the Airport Board’s therapy animal program requirements and has been approved by the Executive-Director CEO to be a therapy animal at the Airport.

AUTHORIZED THERAPY ANIMAL HANDLER shall mean any individual trained and authorized to handle a therapy animal that is trained to do work or perform tasks for the purpose of relieving stress of individual members of the public. For purposes of this Chapter, “authorized” means the person has met the Airport Board’s therapy animal program requirements and has been approved by the Executive-Director CEO to be a therapy animal handler at the Airport.

ELECTRONIC SMOKING DEVICE shall mean any battery powered device that provides doses of nicotine to be inhaled by the user by way of a vaporized solution.

GARBAGE means animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

LITTER shall mean "Garbage", "refuse" and "rubbish" as defined herein and all other waste material which, if thrown or deposited as prohibited, tends to create a danger to public health, safety and welfare.

LITERATURE shall mean books, pamphlets, handbills, tracts, cards, circulars, pictures, films, magazines, or any other like item.

PICKETING means the stationing, parading, patrolling and/or assembling of one or more persons to apprise the public vocally or by standing or marching with signs, banners, or other means, of an opinion or a message or to discourage entry thereto by non-striking workers or by customers.

PUBLIC AREA shall mean any interior area to which the general public routinely has access.

REFUSE shall mean all solid wastes (except body wastes), including garbage, rubbish, ashes, street cleaning, dead animals, abandoned automobiles, and solid market and industrial wastes.

RESIDES shall mean intent to establish a temporary or permanent domicile.

RETAIL OR SERVICE ESTABLISHMENT shall mean any establishment which sells goods, food or services to the general public but excludes any private club operated by an Airport tenant within its leasehold and to which access is limited to a membership other than the general public.
RUBBISH shall mean solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

SERVICE ANIMAL shall mean:

(a) any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, and assisting non-ambulatory persons by pulling a wheelchair or fetching dropped items; or

(b) any trained animal used by a governmental agency in police or rescue work.

SOLICITATION AND RECEIPT OF FUNDSDONATIONS shall mean a face to face request for an immediate physical, in-person donation of money or anything of value, except as part of a commercial transaction authorized by the Airport Board pursuant to leases, permits or other agreements.

SURVEY shall mean the act of repeated in-person polling or questioning of persons for the purpose of obtaining information related to, and/or securing opinions or viewpoints on, issues, candidacies, products or services.

ARTICLE II.
GENERAL OFFENSES.

SEC. 3-5.3-3. ANIMALS.

(a) A person commits an offense if while having care, custody, and control of an animal, he brings the animal, other than a service animal or an animal traveling by air, into any terminal or terminal extension located on the Airport.

(b) A person commits an offense if while having care, custody, and control of an animal, he brings an animal traveling by air, other than a service animal, into the sterile area of a terminal building or terminal extension and removes it from its transport carrier, except in areas designated by the Airport Board as animal relief areas.

(c) A person commits an offense if while having care, custody, and control of an animal he fails to restrain the animal at all times in an enclosed pen, carrier, or structure, or by a tether or leash while on Airport property.
(1) No animal may be restrained by a tether or leash unless the animal is in the immediate possession of and accompanied by the person in care, custody, and control of the animal.

(2) Nothing in this section shall prevent any trained animal used by a governmental agency in police or rescue work from being unleashed in the course of its official duties.

(d) It is a defense to prosecution under this section that the person is an authorized therapy animal handler engaged in activities related to the Airport Board's therapy animal program and the animal is an authorized therapy animal.

SEC. 3-6.3.4. DEFECTION OFBY ANIMALS.

(a) A person commits an offense if while having care, custody, and control of an animal he knowingly permits, or by insufficient control, allows the animal to defecate on Airport property and does not remove and dispose of any excretion the animal may deposit on Airport property in a sanitary and lawful manner.

(b) This section does not apply to a law enforcement dog being used in law enforcement activities or to a service dog that is specially trained to assist a person with a disability and is in the custody or control of that disabled person at the time it defecated.

SEC. 3-7.3-5. URINATING OR DEFEATING IN PUBLIC.

(a) A person commits an offense if he urinates or defecates:

(1) in or on a public street, alley, sidewalk, yard, park, building, structure, plaza, public or utility right-of-way, or other public place; or

(2) in public view.

(b) It is a defense to prosecution under this section if the person was in a restroom.

SEC. 3-8.3-6. THROWING OR DEPOSITING LITTER.

A person commits an offense if he places, throws, deposits, or discharges litter, on the Airport, except in public or private receptacles for collection or at such places and under such conditions as the Airport Board prescribes.

SEC. 3-9.3-7. PROHIBITING THE POSTING OF NOTICES AND SIGNS ON POLES, TREES, STRUCTURES AND VEHICLES; PRESUMPTIONS.
(a) A person commits an offense if he posts or causes to be posted any notice, poster, paper, sign, or device, designed to attract the attention of the public, to any lamp-post, utility pole, telephone pole, tree, structure, building, or vehicle on Airport property.

(b) Whenever any notice, poster, paper, sign, or device is posted, or caused to be posted, in violation of subsection (a) of this section, it is presumed the person whose address or telephone number listed or who is otherwise identified is the person who committed the violation, either personally or through an agent or employee.

(c) It is a defense to prosecution under subsection (a) of this section that the notice poster, paper, or device was posted in a manner and location authorized or required by the airport operator, a lease holder within its leased area, or by state or federal law.

SEC. 3-40.3-8. OBSTRUCTION TO AVIATION.

A person commits an offense if he:

(a) operates or releases any kite, balloon, model aircraft, model rocket, parachute, or other such device upon or above the Airport without written permission from the Executive Director/CEO; or

(b) allows foreign object debris to remain on a portion of the AOA that he is obligated to keep clean pursuant to a Ground Handling/Maintenance Permit of a lease, sublease or contract with a tenant or subtenant of airline

SEC. 3-41.3-9. CAMPING, SWIMMING, PICNICKING, ETC.

A person commits an offense if he uses Airport premises for the purpose of camping, athletic games or contests, fishing, swimming, hunting or picnicking in a place not specifically designated for that purpose or without a permit issued by the Executive Director/CEO.

SEC. 3-42.3-10. NOISE.

A person commits an offense if he knowingly makes unreasonably loud or raucous noises, considering the location, inside terminals or other Airport buildings.

SEC. 3-43.3-11. TABLES AND CHAIRS.

A person commits an offense if he places or maintains a table, bench, chair, stool, easel, tripod or other item designed or adapted to serve a similar purpose on Airport premises unless such space has been leased from the Airport Board by that person or is authorized by another section of this code.
SEC. 3-14.3-12. FOOD, ETC.

A person commits an offense if he sells or distributes any food product at the Airport except from premises leased to that person by the Airport Board for that purpose, or pursuant to a permit issued by the Executive DirectorCEO.

SEC. 3-15.3-13. PINS, ETC.

A person commits an offense if he pins, ties, or otherwise attaches any items on the clothing, luggage, body or vehicle of any person at the Airport, without such person's consent.

SEC. 3-16.3-14. OBSTRUCTION OF PASSAGE.

A person commits an offense if he knowingly obstructs the free passage of other persons along Airport roadways, sidewalks or into, out of, or within Airport buildings.

SEC. 3-17.3-15. FRAUDULENT MISREPRESENTATION.

A person commits an offense if he fraudulently misrepresents any material fact in making application for any permit, authorization or device issued by the Executive DirectorCEO.

SEC. 3-18.3-16. UNAUTHORIZED TRANSFER OF AUTHORIZATION.

A person commits an offense if he sells, conveys, grants or transfers any decal, device, permit or other authorization granted by the Executive DirectorCEO to another person, without prior written consent of the Executive DirectorCEO.

SEC. 3-19.3-17. UNAUTHORIZED USE OF AUTHORIZATION.

A person commits an offense if he possesses or controls any decal, authorization or device not issued to him by the Executive DirectorCEO or which has previously been reported as lost or stolen.

SEC. 3-20.3-18. TEMPORARY OR PERMANENT RESIDENCE.

(a) A person commits an offense if he resides in or upon Airport premises.

(b) This section does not apply to any space expressly designated by the Executive DirectorCEO for such purposes or any period of time during which an Airport patron awaits connecting flights for which he holds a valid ticket.

SEC. 3-21.3-19. SMOKING.

(a) A person commits an offense if he smokes or possesses a burning tobacco product, weed, other plant product, or uses an electric smoking device:
(1) in a Public Area of a passenger terminal on the Airport;

(2) in a Retail or service establishment located within an Airport passenger terminal;

(3) in any establishment or area marked with a no smoking sign if the sign complies with Subsection (b).

(b) The person in control of a retail or service establishment located in an Airport passenger terminal shall post a conspicuous sign at the main entrance to the establishment or no smoking area. The sign shall contain the words "No Smoking, DFW Airport Regulations", and the universal symbol for no smoking. For enforcement purposes, “DFW Airport Regulations” refers to the Code.

(c) The Airport Board and the Executive Director CEO shall have authority to designate "Smoking Areas" within the Airport.

SEC. 3-22.3-20. POSSESSION OR CONSUMPTION OF AN ALCOHOLIC BEVERAGE.

(a) A person commits an offense if he is in possession of an alcoholic beverage on the Air Operations Area unless he is:

(1) an airline employee serving an alcoholic beverage in performance of his duties; or

(2) an employee of an airline or a contracted delivery person delivering alcohol to an aircraft or a terminal building.

(b) A person commits an offense if the person consumes an alcoholic beverage on the Air Operations Area unless he is a ticketed passenger on an aircraft where alcoholic beverages are served by airline personnel.

SEC. 3-23.3-21. REFLECTIVE GARMENTS.

(a) A person commits an offense if he fails to wear a highly visible reflective garment, such as a reflective safety vest, at all times while he is within the movement or non-movement area of the Air Operations Area.

(b) It is a defense to prosecution under this section that:

(1) The person is inside an aircraft cargo compartment at the time the garment is not being worn;
(2) The person is inspecting or performing maintenance on a motorized belt, conveyor, ground equipment engine, electrical equipment, or other high energy source;

(3) The person is a member of the Airport Board Department of Public Safety engaged in performance of his official duties or is a Transportation Security Inspector or Federal Aviation Administration Inspector acting in an official capacity;

(4) The person is under lawful escort;

(5) The person is present due to a public safety emergency, as declared by a government official or determined by the Executive-DirectorCEO or Airport Board Department of Public Safety; or

(6) The person is attending an event and is separated from routine airport operations.

SEC. 3-22. FAILURE TO RETURN SECURITY CREDENTIALS

A person commits an offense if he fails to return to the Airport Board all Board-issued security credentials upon cessation or termination of employment at the Airport or upon notice from the Airport Board that such security credentials have been revoked. It is not a defense to prosecution that such security credentials were lost or stolen unless the person pays to the Airport Board the fee charged for lost or stolen security credentials.

ARTICLE III. PERMITS REQUIRED.

SEC. 3-25.3-23. PERMITS.

No person may engage in activity described in Distribution of Literature, Solicitation of Funds, Surveys, or Picketing of this Chapter without a permit issued by the Executive-DirectorCEO.

SEC. 3-26.3-24. PERMIT APPLICATIONS.

An application shall be submitted to the Executive-DirectorCEO at least three (3) business days in advance of the first day sought for the activity, and shall include the following:

(a) the full name and street address of the applicant;

(b) the full name and mailing address of the person or organization sponsoring, conducting or promoting the activity;
(1) whether the sponsoring organization is a branch or division of a national organization and, if so, the organization's name and street address;

(2) if the sponsoring organization is a Texas corporation, a copy of its Corporate Charter, as amended, shall be furnished; if it is a foreign corporation, a copy of its Authorized Certificate to do business in the State of Texas shall accompany the application;

(c) the date, or dates and hours of the activity;

(d) the exact Airport location for which the request is made;

(e) the purpose or subject thereof;

(f) the approximate number of persons who will participate in such activity.

**SEC. 3-27.3-25. WHEN PERMITS ISSUED.**

(a) The Permit will be issued within three (3) business days of receipt of the application; however, the permit application may be denied or a permit granted revoked if one or more of the statements in the application is found to be untrue.

(b) When permits are granted, the following rules and standards will apply:

(1) Time: Permits will be issued for a period of not more than thirty (30) days.

(2) Location: Permittees, other than the Airport Board or a representative of the Airport Board, will not be permitted to conduct the activity for which the Permit is issued:

(a) in Airport roadways;

(b) inside airline gate departure lounges;

(c) in areas restricted to airline or Airport personnel;

(d) in restrooms;

(e) in premises leased to a concessionaire;

(f) in stairwells, staircases, elevators or escalators;

(g) in baggage claim areas;
(h) in any area temporarily or permanently restricted for security or construction reasons to necessary personnel;

(i) within ten (10) feet of any ticket counter, departure lounge check-in counter, baggage check-in counter or security screening check point;

(j) to any person waiting in line at those areas listed above or loading or unloading baggage from a public or private vehicle;

(k) inside any passenger terminal building if prohibited by this Code; or

(l) in parking garages or parking areas.

(3) Manner of operation:

(a) a person may not engage in any permitted activity unless he wears a badge, nameplate, card, or other personal identification on his upper torso and clearly visible to the public. That identification must state the true and correct legal name of the person and the organization or cause represented; and

(b) a person conducting any permitted activity shall, in that connection, obey the Code and all applicable state and federal laws.

(c) tables may not be utilized in the conduct of permitted activity; however, luggage carriers no larger than that used to hold a medium-sized suitcase may be utilized for transporting or temporary storage of materials in accordance with Tables and Chairs of this Chapter. Luggage carriers must be attended at all times. A luggage carrier shall be deemed unattended if it is outside the view of the permitted person or persons.

SEC. 3-28.3-26. APPEAL, DENIAL, OR REVOCATION OF PERMITS.

(a) When an application for a permit hereunder is refused or revoked, the Executive-Director CEO will, within five (5) business days of the denial or revocation, furnish the Applicant a written explanation of the reason for the denial or revocation. Within five (5) business days of receipt of the explanation, the Applicant may submit a written request to the Executive Director that the Board seek a judicial determination that the Permit was properly denied or revoked. Within five (5) business days following receipt of such request, the Board must apply to either the United States District Court for the Northern District of Texas or the appropriate Texas District Court for a judicial determination that the application was properly denied or revoked.
The Board has the burden of showing that the Application was properly denied or that the Permit was properly revoked.

(b) Upon a judicial determination, an interim permit will be issued and continue in force pending an appeal.

(c) If the issue for judicial determination is not heard and decided on the merits by the Court or otherwise mutually agreed upon by the parties within ten (10) business days after the complaint or petition is filed, then an interim permit shall be deemed issued under this section by operation of law, and all activities proposed to be carried on in the Application for the original Permit may be carried on as if the original Permit had been issued, subject to the same restrictions and obligations under this Code as other permitted activities. The interim permit shall be valid pending a decision in the district court, or any appeal thereof.

(d) It shall be a defense to a charge of distributing literature without a permit that an appeal or judicial determination hereunder is pending.

ARTICLE IV.
VIOLATIONS.

SEC. 3-30.3-27. VIOLATION OF PERMIT.

A permittee commits an offense if he violates any condition described in Article III of this Chapter or any prohibitions described for said permitted activity.

SEC. 3-34.3-28. DISTRIBUTION OF LITERATURE.

(a) A person commits an offense if he distributes literature on the Airport without a permit issued by the Executive Director.

(b) No literature may be disseminated in the secure or sterile area of an Airport Terminal.

(c) Nothing herein prohibits the distribution of literature by or on behalf of the Airport Board on Airport property.

SEC. 3-32.3-29. SOLICITATION OF FUNDSDONATIONS.

(a) A person commits an offense if he solicits, seeks, or begs contributions donations for himself or on behalf of another without a permit from the Airport Board issued by the Executive Director.

(b) No person may engage in the solicitation and receipt of fundssolicit donations within a passenger terminal at the Airport.
SEC. 3-33.3-30. SURVEYS.

(a) No person may conduct a survey within a passenger terminal.

(b) Nothing herein prohibits a survey by or on behalf of an Airport tenant in that part of an Airport passenger terminal exclusively leased to that tenant.

(c) Nothing herein prohibits the conduct of a survey by or on behalf of the Airport Board on Airport property.

SEC. 3-34.3-31. PICKETING.

(a) A person commits an offense if he pickets on the Airport without a permit issued by the Airport Board Executive Director.

(b) A person commits an offense if he pickets inside an Airport terminal building.

(c) Permittees may not carry pickets, devices, or similar signs with a dimension that exceeds the Permittee's height or width. Any conflict between this rule and applicable State law shall be resolved in favor of State law, provided that State law impresses more stringent requirements on the conduct regulated hereby.
CHAPTER 4
GROUND TRANSPORTATION RULES AND REGULATIONS
Commercial Ground Transportation

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ARTICLE I.
GENERAL PROVISIONS.

SEC. 4-41. STATEMENT OF POLICY.

It is the policy of the Airport Board and the Cities of Dallas and Fort Worth to promote and provide adequate and efficient regulated services at the Airport. To this end, rules and regulations for regulated services at the Airport are developed to protect the public health and safety, to promote the public convenience and necessity, and to facilitate efficient utilization of the roadway system and terminal-curbside space while respecting the concept of free enterprise.

SEC. 4-24-1. GENERAL AUTHORITY FOR ENFORCEMENT

The Administrator, and representatives, agents and Airport employees designated by the Administrator, shall implement and enforce this chapter, and may by written order establish procedures, not inconsistent with this chapter, as determined as necessary by the Administrator to discharge the Administrator's duties under, or to effect the policy purpose of, this chapter.

SEC. 4-3. EXEMPTIONS.

(a) Except when the vehicle has been issued a decal pursuant to this chapter, these Rules and Regulations do not apply to a vehicle or to a person operating a vehicle that is:

1. owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers;

2. entering the Airport for the sole purpose of terminating a trip that lawfully originated outside of the Airport.

(b) These Rules and Regulations, except for SEC. 4-24 through 4-33, do not apply to a vehicle or to a person operating a vehicle that is owned by the federal or state government or by a political subdivision of the state.

(c) A person or vehicle exempted under this subsection is subject to a fee, in an amount to be designated by the Airport Board Schedule of Charges, as amended, for operating at the Airport, using the holding stands, or obtaining an authorization decal.

SEC. 4-44-2. DEFINITIONS.
The definition of a term in the Rules and Regulations of this chapter applies to each grammatical variation of the term, unless the context requires a different definition.

**ADMINISTRATOR** means the Vice President of Operationsthe Transportation Business Unit of the Dallas/Fort Worth International Airport Board, and includes representatives, agents or Airport Board employees designated by the Administrator.

**AIRPORT** means all of the land, improvement, facilities, and developments within the boundaries of the Dallas/Fort Worth International Airport.

**AIRPORT BOARD OR BOARD** means the Dallas/Fort Worth International Airport Board.

**CENTRAL QUEUE** means the location from which regulated taxicabs vehicles are dispatched to specific locations on the Airport.

**COMPLIANCE PROGRAM** means the program established by the Administrator to ensure compliance with Chapter 4 of the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board.

**CRUISING** means driving a regulated vehicle within 1000 feet of a terminal, hotel, or terminal area on the Airport without a dispatch authorization or other form of permission from the Administrator.

**DEPARTMENT OF PUBLIC SAFETY** means the Department of Public Safety of the Dallas/Fort Worth International Airport Board.

**DEPARTMENT OF OPERATIONS** means the Department of Operations of the Dallas/Fort Worth International Airport Board.

**DESTINATION** means an exact and separate place, point, or address.

**DRIVER** means an individual granted permission by the Administrator to drive or operate in control of a regulated vehicle.

**EMPLOYEE** means any person, sole proprietorship, partnership, corporation, association, stockholder, joint venture, or independent contractor in the service of another, under any contract of hire whether express or implied, oral or written.

**CEO** means the Chief Executive Officer of the Dallas/Fort Worth International Airport Board, or his designee.

**HOLDER** means an individual, sole proprietorship, partnership, corporation, joint venture or other legal entity granted operating authority to provide regulated service at the Airport, or the holder's designated agent.
**HOLDING STAND** means all authorized queuing, loading, and holding areas as designated by the Administrator.

**INDEPENDENT CONTRACTOR** means a taxicab or pre-arranged services driver who has contracted with a holder.

**LAWFUL ORDER** means a verbal or written directive issued by the Administrator or the Administrator's duly authorized representative in the performance of the Administrator's duties in the enforcement of the Rules and Regulations authorized by this chapter.

**LEGAL RESIDENT** means a citizen of the United States or a person residing in the United States in accordance with federal immigration laws.

**LIMOUSINE** means a full size luxury vehicle or other vehicle approved by the Administrator.

**ON-DEMAND** means a taxicab-transportation service that has not been pre-arranged by Airport patrons traveling from the Airport to their destination.

**OPERATE** means to drive or to be in control of a regulated vehicle.

**OPERATING AUTHORITY** means permission granted by the Administrator to operate a regulated service at the Airport, including exceptions from normal authorization procedures granted by the Administrator.

**OPERATOR**, with respect to a vehicle, means the same as DRIVER. Owner of a regulated vehicle or **OPERATOR**, with respect to a service, means the holder of an operating authority under which the vehicle is operated.

**OWNER** means the person to whom state license plates for a vehicle have been issued or the person who leased the vehicle.

**PERSON** means an individual, firm, partnership, corporation, sole proprietorship, government, association, company, or an agency, trust, partnership of two or more persons having a joint or common economic interest or other legal entity.

**PRE-ARRANGED** means an appointment made by a Regulated Service with a passenger to provide service, that was initiated by a person contacting the regulated service by telephone, correspondence or other oral, written, or electronic communication including mobile applications.

**PREARRANGED SERVICE** means a passenger transportation service operated for hire on a prearranged basis using limousines, taxicabs, or other vehicles authorized by the Administrator.
REGULATED SERVICE means a taxicab or prearranged service and includes, but is not limited to, a facility from which the service is operated, regulated vehicles used in the operation of the service, a driver, and a person who owns, controls, or operates the service.

REGULATED VEHICLE means a taxicab or prearranged service vehicle.

RULES AND REGULATIONS means the Ground Transportation rules and regulations established under Chapter 4, Ground Transportation Rules and Regulations, of the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board, as amended.

SCHEDULE OF CHARGES means the Dallas/Fort Worth International Airport Board Schedule of Charges, as amended.

SEATING CAPACITY means the number of passengers capable of being transported in a vehicle based upon the number of manufacturer installed seat belts, as required by law.

SERVICE AREA means for prearranged services, the area made up of the counties of Dallas, Tarrant, Southeast Denton and Southwest Collin; for taxicab service, the area made up of the counties of Dallas, Tarrant, Rockwall, Kaufman, Ellis, Johnson, Parker, Wise, Denton, and Collin.

TAXICAB means a vehicle as approved by the Administrator, with a minimum of three doors and a seating capacity of not less than five nor more than eight, including the driver, used to transport persons for hire that uses a taximeter or trip meter to compute a fare, and typically operates on irregular routes, irregular schedules, and on an on-demand or pre-arranged basis.

TAXICAB SERVICE means a passenger transportation service operated for hire on an on-demand or pre-arranged basis that uses dispatches taxicabs in the operation of the service that includes a twenty-four hours per day, seven days per week dispatching system.

TAXIMETER OR TRIP METER means a measuring device that mechanically or electronically computes a fare based upon the distance traveled, the time the vehicle is engaged, and any other basis for charges which are specified in the operating authority or rates authorized by the Administrator.

TERMINAL AREAS means the roadways, parking lots, holding stands, and sidewalks servicing the arrival and departure areas of all Airport terminals and the Airport hotels.
TNC CONTRACTOR means a driver authorized to use a TNC’s digital network pursuant to Texas Occupations Code Chapter 2402.

TRANSPORTATION BUSINESS UNIT means the Transportation Business Unit of the Dallas/Fort Worth International Airport Board.

TRANSPORTATION NETWORK COMPANY (or TNC) is defined in Texas Occupations Code Chapter 2402.

VEHICLE shall mean and include automobiles, trucks, buses, motorcycles, horse-drawn vehicles, bicycles, pushcarts and any other device in or upon or by which any person or property is or may be transported, carried, or drawn upon land, except aircraft and railroad rolling equipment or other devices running only on stationary rails or tracks.

SEC. 4-5. — ESTABLISHMENT OF RULES AND REGULATIONS.

(a) Before submitting a proposal to the Airport Board to adopt, amend or repeal a rule or regulation, the Administrator shall hold a public hearing on the proposal. The Administrator shall fix the time and place of the hearing and shall notify each holder and such other persons as the Administrator determines may be interested in the subject matter of the hearing.

(b) After the Airport Board acts upon the proposal, the Administrator shall notify the holders and such other interested persons of the action and shall post a notice in the Airport Board Ground Transportation Regulation Office, for a minimum of ten days. The action shall become effective immediately upon approval by the Airport Board.

SEC. 4-6. — ESTABLISHMENT OF PROCEDURES.

The Administrator may by written order establish procedures not inconsistent with the Rules and Regulations, which the Administrator determines are necessary to discharge the Administrator’s duty to implement the Rules and Regulations.

ARTICLE II.
OPERATING AUTHORITY.

SEC. 4-74-3. OPERATING AUTHORITY REQUIRED.

(a) ANo person or owner shall operate a regulated service or represent to a passenger that a regulated vehicle is available for hire at the Airport without an approved operating authority issued by the Administrator. The Administrator may place conditions and/or limitations on the operating authority as determined necessary to effect the purpose of this chapter.
(b) A person or owner shall not transport a passenger for hire or solicit the transport of a passenger for hire by a regulated service at the Airport unless the person driving the vehicle, or another who employs or contracts with the person driving the vehicle, holds an approved operating authority issued under this chapter or through another form of permission from the Administrator.

(c) A person shall not engage or hire a regulated service vehicle which the person knows does not have an operating authority or another form of permission from the Administrator.

(d) A holder's operating authority is not transferable.

(e) An operating authority may be issued for a period not to exceed one year and shall expire annually on the date designated in the operating authority.

SEC. 4-94-4. INSURANCE.

During the authorized period of operating authority, a holder shall procure and keep in full force automobile liability insurance that meets or exceeds the insurance requirements of the City in which the holder is authorized, or that meets or exceeds the insurance requirements of the State of Texas in the case of TNCs. Insurance required under this section shall:

(a) include a cancellation rider under which the insurance company providing coverage is required to notify the Administrator in writing not fewer than thirty days before canceling, failing to renew or making a material change to the insurance policy;

(b) name as additional insured the Airport Board and the Cities of Dallas and Fort Worth and their officers and employees.

SEC. 4-94-5. APPLICATION FOR ISSUANCE, RENEWAL, AMENDMENT OR TEMPORARY AMENDMENT OF OPERATING AUTHORITY.

To request issuance, renewal, amendment or temporary amendment of an operating authority, a person or holder shall submit a written application with any fees required in a manner established by the Administrator. The Administrator may require a person or holder to provide such information as the Administrator considers necessary for the implementation and enforcement of this chapter, for the protection of the public safety, or to meet any other local, state, or federal laws, rules, regulations, or guidelines. The applicant shall be the person who will own, control, or operate the proposed service. TNCs shall be authorized by the Texas Department of Licensing and Regulation to operate in the State of Texas. All applicants shall be authorized to operate as a regulated service in the City of Dallas or the City of Fort Worth, and shall provide a copy of that city’s document authorizing the service.
(a) The Administrator shall establish:

(1) qualifications and/or criteria for issuing regulated service operating authority;

(2) procedures for renewal of operating authority; and

(3) procedures for amending operating authority.

(b) An applicant for taxicab operating authority shall:

(4) be authorized to operate a taxicab or for hire transportation service in the City of Dallas or the City of Fort Worth and shall provide a copy of that city’s operating authority permit.

(c) An applicant for prearranged services (other than TNCs) operating authority shall:

(4) be authorized to operate a prearranged service in the City of Dallas or the City of Fort Worth and shall provide a copy of that city’s operating authority permit.

(d) The Administrator shall deny issuance of a regulated service operating authority if:

(1) the applicant failed to comply with all requirements;

(2) the applicant or any person holding an ownership interest in the application has been convicted twice, suspended twice, or convicted once and suspended once, of a violation of these Rules and Regulations within the preceding two years;

(3) the applicant made a false statement as to a material matter in the application for operating authority;

(4) the applicant or any person holding an ownership interest in the application has been convicted of a city, state, or federal law that would reasonably tend to indicate that the applicant is not fit to perform a regulated service; or

(5) the applicant has had a regulated service operating authority or driver permit revoked within a two-year period prior to the date of application.

SEC. 4-104-6. SUSPENSION AND REVOCATION OF OPERATING AUTHORITY.
(a) The Administrator may suspend or revoke a regulated service operating authority if the Administrator determines that the holder has:

(1) made a false statement as to a material matter in the application for issuance or renewal of the applicant's operating authority;

(2) failed to comply with provisions of the Rules and Regulations of this chapter, a lawful order, or a procedure established by the Administrator;

(3) failed to comply with the terms and conditions set forth in the operating authority;

(4) been convicted of a violation of another city, state or federal law or regulation which would reasonably tend to indicate lack of fitness of the holder to perform a regulated service; or

(5) failed to pay all fees required by this chapter in a manner approved by the Administrator.

(b) The Administrator may suspend a holder's operating authority for a period not to exceed sixty days. At the end of the suspension period, the holder may resume operating at the Airport after providing verification to the Administrator that the deficiency causing the suspension has been corrected by the holder. Failure to correct a deficiency within the time period established by the Administrator may result in revocation of a holder's operating authority.

(c) A holder whose operating authority has been revoked shall not reapply for an operating authority before the expiration of twenty-four months from the date of revocation or, in the case of an appeal, the date the appeal hearing officer affirms the revocation.

SEC. 4-114-7. APPEAL OF DENIAL, SUSPENSION OR REVOCATION.

If the Administrator denies issuance, renewal, amendment, suspends, or revokes a regulated service operating authority, the action is final unless, within ten days from the date of receiving written notice of the action, the affected applicant or holder files an appeal in accordance with this chapter.

SEC. 4-124-8. FEES.

(a) All regulated service fees shall be published established in accordance with the Schedule of Charges.
(b) Should a holder allow the payment of any fee required under this chapter to become delinquent, a late payment charge shall be collected in accordance with the Schedule of Charges, and/or the holder's operating authority may be suspended or revoked.

(c) All fees shall be paid in a manner established by the Administrator.

(d) No refund of fees shall be made.

SEC. 4-134-9. ADVERTISEMENT OF REGULATED SERVICE.

(a) A person commits an offense if the person advertises or causes to be advertised the operation of a regulated service at the airport that does not have operating authority granted under this chapter, when the advertisement is reasonably calculated to be seen by persons seeking such service at the airport.

(b) It is a defense to prosecution under SEC. 4-13(a) this section that the person was the publisher of the advertising material and had no knowledge that the service was not permitted under this chapter.

SEC. 4-144-10. HOLDER'S RECORDS AND REPORTS.

(a) Each holder shall maintain at a single location such categories of its business records of its service as the Administrator may require.

(b) The method used in maintaining the records shall be approved by the Administrator, and the Administrator may require maintenance of certain records which the Administrator determines necessary for monitoring the activities, operations, service or safety record of a holder.

(c) A holder shall maintain a record of the driver of each regulated service vehicle operated under the holder's operating authority. The records shall include the name of each driver who has operated the regulated service vehicle and the dates and times of each driver's operation of the vehicle.

(d) A holder shall make such records available for inspection by the Administrator or provide the Administrator with information contained in those records upon request.

ARTICLE III.
DRIVER PERMIT.

SEC. 4-154-11. DRIVER PERMIT REQUIRED.
(a) Except for TNC Contractors, a person shall not operate at the Airport without a valid driver permit issued by the City of Dallas or the City of Fort Worth.

(b) A holder of an operating authority shall not allow a person to operate a vehicle with an Airport authorization decal at the Airport that is owned, controlled, or operated by the holder unless the person has a valid driver permit issued by the City of Dallas or the City of Fort Worth.

(c) It is not a defense to prosecution that the person was operating a vehicle granted a certificate issued by the Texas Department of Transportation.

SEC. 4-464-12. DISPLAY OF PERMIT.

While on duty, a driver shall conspicuously display the driver permit in a manner established by the Administrator.

(a) While on duty, a driver shall allow the Administrator, Airport Board official, or a peace officer to examine the driver permit upon request.

(b) A driver permit is invalid unless presented with a valid Texas Driver’s License of the appropriate class.

SEC. 4-474-13. SUSPENSION OF A DRIVER OPERATING AUTHORITY BY THE ADMINISTRATOR.

(a) If the Administrator determines that a driver has failed to comply with any provision of the Rules and Regulations, the Administrator may suspend the driver’s authorization to operate at the Airport for a definite period of time not to exceed six months.

(b) The Administrator shall notify the holder and the city in which the driver is permitted of a suspension of the driver and include in the notice:

1. the reason for the suspension;
2. the date the suspension begins;
3. the duration of the suspension.

SEC. 4-484-14. REVOCATION OF A DRIVER OPERATING AUTHORITY.

(a) The Administrator may revoke a driver’s authorization to operate at the Airport if the Administrator determines that the driver:
(1) operated a regulated vehicle inside the Airport during a period in which the driver was suspended;

(2) operated a regulated vehicle for a person not holding a valid operating authority;

(3) received either a suspension in excess of ten days within the twelve month period preceding the conduct, or three times within the twenty-four month period preceding the conduct;

(4) engaged in conduct that could reasonably be determined to be detrimental to the public safety; or

(5) failed to submit payment of any regulated service fees as established/published in accordance with the Schedule of Charges and in a manner approved by the Administrator.

(b) The Administrator shall notify the holder and the city in which the driver is permitted of a revocation of the driver and include in the notice:

(1) the reason for the revocation; and

(2) the date the revocation begins;

ARTICLE IV.
MISCELLANEOUS HOLDER AND DRIVER REGULATIONS.

SEC. 4-194-15. HOLDER’S AND DRIVER’S DUTY TO COMPLY.

(a) A holder shall comply with the terms and conditions of the holder’s operating authority, lawful orders of the Administrator, this chapter/the Rules and Regulations, and other laws applicable to the operation of a regulated service. It is not a defense to prosecution that the trip originated in another city.

(b) A driver shall comply with the Rules and Regulations this chapter, other laws applicable to the operation of a motor vehicle in this State, lawful orders of the Administrator, and orders issued by the holder employing or contracting with the driver in connection with the holder’s discharge of the holder’s duty under the holder’s operating authority and the Rules and Regulations this chapter. It is not a defense to prosecution that the trip originated in another city.

(e) A holder and driver shall comply with the Compliance Program as established by the Administrator

SEC. 4-204-16. HOLDER’S DUTY TO ENFORCE COMPLIANCE BY DRIVERS.
(a) A holder shall establish policy and take action to discourage, prevent, and correct violations of the Rules and Regulations of this chapter, procedures, and lawful orders of the Administrator by drivers who are operating a vehicle under the holder's operating authority.

(b) A holder shall not allow a driver to operate a vehicle under the holder's operating authority if the holder knows or has reasonable cause to suspect that the driver has failed to comply with the Rules and Regulations of this chapter or other applicable law, or the lawful orders of the Administrator.

(c) All holders shall be responsible for training all drivers employed by or contracting with the holder in:

1. Rules and Regulations of this chapter; and

2. all procedures established by the Administrator regarding the operation of a regulated vehicle at the Airport.

SEC. 4-244-17. HOLDER'S SERVICE RESPONSIBILITIES.

(a) A holder shall provide regulated service for passengers at the Airport in accordance with service levels and standards approved by the Administrator.

(b) A holder shall cooperate with the Administrator in all phases of regulated service operations to provide prompt, efficient, and economical service and shall respond promptly to specific requests by the Administrator for regulated service during periods of shortage.

(c) A holder shall respond to all customer complaints regarding Airport service within ten days from receipt of the complaint and advise the Administrator of any and all action taken in response to the complaint.

(d) A holder shall provide each driver with any and all forms as required by this chapter. All forms are subject to approval by the Administrator.

(e) The Administrator may establish procedures to monitor the regulated services at the Airport including, but not limited to the following:

1. condition of regulated vehicles;

2. constancy of service at the Airport;

3. adherence to Rules and Regulations of this chapter;

4. driver conduct;

5. passenger complaints; and
(6) holding stand management.

SEC. 4-224-18. INFORMATION TO BE SUPPLIED UPON REQUEST OF THE ADMINISTRATOR.

In addition to any other information required by this chapter, a holder shall submit to the Administrator, upon request, the following:

(a) a current list of vehicles operating under the holder's operating authority;

(b) the names of the current officers, owners, and/or managers of the regulated service; and

(c) any other information determined necessary by the Administrator for the effective control and collection of fees associated with regulated service at the Airport.

SEC. 4-234-19. FALSIFICATION AND NONTRANSFERABILITY OF AUTHORIZATION.

(a) A driver permit, badge, decal, entry or dispatch ticket, emblem or any other item assigned to one person or vehicle is not transferable to another person, vehicle, or holder.

(b) A person, holder or driver commits an offense if the person, holder or driver:

1) forges, alters, or counterfeits a driver permit, badge, decal, entry or dispatch ticket, emblem, trip meter device or any other item required by the Rules and Regulations this chapter or other applicable law;

2) possesses a forged, altered, or counterfeited driver permit, badge, decal, entry or dispatch ticket, emblem, trip meter device or any other item required by the Rules and Regulations this chapter or other applicable law; or

3) possesses more than one decal, entry or dispatch ticket, emblem or any other item required by the Rules and Regulations this chapter or other applicable law, unless authorized by the Administrator.

ARTICLE V.

GENERAL SERVICE RULES AND REGULATIONS.

SEC. 4-244-20. REGULATIONS FOR USE OF HOLDING STANDS.
(a) Except for TNC Contractor vehicles, a vehicle is unauthorized on a holding stand if the vehicle is not equipped with a decal issued by the Administrator.

(b) A vehicle on a holding stand without authorization from the Administrator may be removed from the holding stand and impounded with all towing and storage fees to be paid by the vehicle owner.

(c) While on duty at the Airport, a driver shall queue only on designated holding stands as authorized by the Administrator.

(d) While using a designated holding stand, a driver shall not:

   (1) leave the vehicle except to provide such assistance to a passenger as is reasonably necessary after being engaged, provided the driver remains within the designated holding stand, unless otherwise authorized by the Administrator; or

   (2) perform or allow to be performed repairs or maintenance on the vehicle.

(e) A driver shall not utilize the holding stand while off duty.

(f) A driver shall:

   (1) remain at a designated holding stand only long enough to load or discharge passengers and then expeditiously progress to the next holding stand, as authorized by the Administrator, or exit the Airport; and

   (2) enter a holding stand only at those times authorized by the Administrator.

SEC. 4-254-21. LOADING AND DISCHARGING OF PASSENGERS.

(a) A driver may transport only a person who is a paying passenger, unless the person is an employee of the holder that employs or contracts with the driver and has received approval from the Administrator to be in the regulated vehicle or the person is a governmental inspector acting in an official capacity.

(b) A driver may not transport at the same time a number of passengers exceeding the designated seating capacity of a regulated vehicle.

(c) A driver shall load passengers and baggage into a regulated vehicle only at designated holding stands.
(d) A driver shall discharge passengers in a manner authorized by the Administrator.

SEC. 4-264-22. PRE-ARRANGED TRIP INFORMATION.

When entering the terminal areas other than an approved holding stand, a driver operating on a pre-arranged basis shall possess and present to the Administrator on request, written, electronic or mobile application documentation indicating the following information:

(a) If documentation is written or electronic:

(1) name of the customer;

(2) flight information as requested by the Administrator; and

(3) location of pick-up to include terminal and curb location.

(b) If documentation is contained in a mobile application:

(1) name of the customer; and

(2) location or pick-up to include terminal and curb location.

SEC. 4-27. CRUISING.

A person commits an offense if the person engages in cruising at the Airport. It is a defense to prosecution if a driver:

(a) has a passenger to be discharged at the terminal or hotel;

(b) has trip authorization by the Administrator;

(c) is in the process of leaving the Airport by the most direct route; or

(d) is in the process of driving to the central queue by the most direct route.

SEC. 4-284-23. SOLICITATION OF PASSENGERS.

(a) A person commits an offense if the person:

(1) solicits or attempts to solicit passengers; or

(2) accepts payment from a driver, holder, or person in return for giving preferential treatment in directing passengers to the driver's or holder's regulated service.
(b) It is a defense to prosecution for a violation of this subsection if the owner of the regulated service has made a contractual agreement or other prior arrangement with the management of the other business and has been approved by the Administrator.

**SEC. 4-294-24. CONDUCT OF DRIVER.**

A driver shall:

(a) act in a reasonable, prudent and courteous manner;

(b) maintain a sanitary and well-groomed appearance;

(c) not respond to a dispatched call assigned to another driver or company;

(ed) not consume, possess or be under the influence of:

(1) any alcoholic beverage;

(2) any controlled substance; or

(3) any substance that could adversely affect the driver's ability to operate a motor vehicle;

(de) not monitor or possess equipment to monitor transmissions of a regulated service other than the holder under whose operating authority the driver is operating;

(ef) not interfere with the Administrator in the performance of the Administrator's duties;

(fg) not gather, congregate, or otherwise obstruct entrances or passageways of any terminal, hotel, Airport building, holding stand, or Airport roadway in a manner that impedes the movement of a person or vehicle;

(gh) comply with lawful orders of the Administrator issued in the performance of the Administrator's duties;

(hi) not deposit any bottle, can, trash, debris, junk, food, or other object around any holding stand, building or Airport roadway except in an authorized trash receptacle;

(ij) not file a false report or make a false statement to the Administrator; and

(jk) not allow another person to drive or operate a regulated vehicle assigned to the driver unless such a person has authorization from the Administrator to
operate under the holder’s operating authority which the vehicle is regulated and the person has written authority from the holder.

(i) not operate a regulated vehicle within 1,000 feet of a terminal, hotel, or terminal area on the Airport without a dispatch authorization or other form of permission from the Administrator.

SEC. 4-304-25. RETURN OF PASSENGER’S PROPERTY.

Upon finding property in a regulated vehicle left by a passenger, the driver shall comply with the procedures established for lost property by the Administrator.

SEC. 4-344-26. NOT-FOR-HIRE STATUS OF VEHICLES.

(a) Each regulated vehicle operated on the Airport is presumed to be on duty and ready to serve the general public for hire.

(b) The Administrator shall establish a procedure whereby a driver (other than a TNC Contractor) will indicate that the driver and the driver’s vehicle are not for hire. If a driver is off-duty and does not intend to provide regulated service at the Airport, the driver shall comply with the procedure established by the Administrator.

(c) A driver who is not for hire shall not queue a vehicle on or within five hundred feet of a holding stand or along or in the one-hour parking zones of the Airport roadways and parking lots unless authorized by the Administrator.

SEC. 4-324-27. TAXICAB SERVICE.

(a) Representation of Availability of Taxicab

(1) A driver may not represent that the taxicab is engaged when in fact it is not engaged.

(2) A driver may not represent that the taxicab is not engaged when in fact it is engaged.

(b) Refusal to Transport Passengers

While operating a taxicab, a driver shall not refuse to transport a person who requests service unless:

(1) the person is disorderly;

(2) the driver is engaged in answering a previous request for service;
(3) the driver has reason to believe that the person is engaged in unlawful conduct; or

(4) the driver is in fear of the driver's personal safety.

(c) Transport Passengers by Direct Route

A taxicab driver shall transport a passenger to the passenger's destination by the most direct and expeditious route available unless otherwise directed by the passenger.

(d) Holding Stands Designated for Taxicabs

In addition to the regulations for use of holding stands, a driver shall not:

(1) interfere with the orderly progression of taxicabs from the rear to the front of any holding stand;

(2) assign or sell the driver's position in a holding stand to another;

(3) interfere with a taxicab entering a holding stand on which there is a vacant space; or

(4) engage a passenger without first progressing through the holding stand in a manner established by the Administrator unless otherwise instructed to do so by the Administrator.

SEC. 4-334-28. PREARRANGED SERVICE.

Pre-arranged-Service

(a) All prearranged service shall be operated on a pre-arranged basis. All arrangements for prearranged service shall be made prior to the regulated vehicle entering into the terminal area or approved holding stand of the Airport.

(b) A driver furnishing prearranged service shall not accept any passenger at the Airport except those for whom service has been pre-arranged and documented.

ARTICLE VI.
FARES.

SEC. 4-344-29. RATES OF FARE FOR TAXICAB.
(a) A driver, holder, or owner shall not quote, request, or charge a fare for operating a taxicab at the Airport that is inconsistent with the rates authorized by the City in which they are permitted.

(b) The driver, holder, or owner shall display the approved Airport rates of fare and any authorized incentive fares on and/or within a taxicab in a manner prescribed by the Administrator.

(c) A driver, holder, or owner shall charge only a fare as computed by the taximeter or trip meter unless otherwise authorized by this section.

(d) A taximeter or trip meter shall be activated at all times while transporting a passenger.

SEC. 4-354-30. FARE COLLECTION PROCEDURES FOR TAXICABS.

(a) Before changing the taximeter or trip meter to indicate that the taxicab is vacant, a driver shall call the attention of the passenger to the amount of fare registered on the taximeter or trip meter.

(b) Upon request by a person paying a fare, a driver shall give the person a legible receipt showing:

1. the name of the holder under whose authority the taxicab is operated;
2. the taxicab number;
3. the itemized list of charges;
4. the total amount of fare paid;
5. the date of payment;
6. the driver's name; and
7. the driver permit number.

The receipt may be submitted to the payer electronically if the payer agrees to accept an electronic receipt.

SEC. 4-364-31. RATES OF FARE FOR PREARRANGED SERVICES OTHER THAN TNC SERVICES.

(a) A driver or holder shall not charge a fare for operating a prearranged service at the Airport that is inconsistent with the rates authorized by the holder's operating authority.
(b) A holder desiring to amend the holder’s operating authority to effect a change in the approved rates of fare shall submit a written request to the Administrator.

(c) The rates listed in the holder's operating authority shall be strictly adhered to, and no change in rates may be implemented without written approval of the Administrator.

(c) The Administrator may require a holder to display rates within a prearranged service vehicle in a manner prescribed by the Administrator.

(d) Upon request by a person paying a fare, a driver or holder shall give the person a legible receipt that indicates the name, address and phone number of the regulated service and the amount of fare.

ARTICLE VII.
REGULATED VEHICLE STANDARDS AND INSPECTION.

SEC. 4-374-32. STANDARDS.

(a) All taxicabs serving the Airport shall comply with taxicab standards concerning condition, age, equipment, signs, and markings as determined by the City issuing the operating authority.

(b) The Administrator may establish standards concerning safety, condition, age, size, emissions; manufacturer’s suggested retail price, appearance, equipment, signs, and markings for vehicles operated in a regulated service other than TNC Services.

SEC. 4-384-33. INSPECTION.

(a) The holder of a regulated service operating authority shall maintain all regulated vehicles used in the service in a condition such that each vehicle is mechanically sound and road-worthy, the exterior and interior are clean, and (except for TNC Contractor vehicles) appear new or substantially like new while meeting the standards approved by the City issuing the operating authority.

(b) Except for TNCs, a holder shall have each vehicle to be used in a regulated service authorized and inspected by the City issuing the operating authority.

(1) A holder, owner, or driver shall make a regulated vehicle available for inspection when ordered by the Administrator.
(2) If a holder, owner, or driver fails to make a regulated vehicle available for inspection or if the Administrator determines that a regulated vehicle is not in compliance with the Rules and Regulations of this chapter, the Administrator may order the regulated vehicle removed from service until it is made available for inspection and/or brought into compliance.

(c) The Administrator may order a regulated vehicle be removed from service any time the regulated vehicle falls below standards established by the Administrator and/or (except for TNC Contractor vehicles) the City of Dallas or the City of Fort Worth.

(d) The holder or owner shall notify the Administrator of any regulated vehicle removed from service under the holder’s operating authority, and shall be responsible for removing from the vehicle any decals that would distinguish the vehicle as a regulated vehicle.

SEC. 4-394-34. FALSE REPRESENTATION.

A person commits an offense if the person:

(a) represents that a vehicle is a regulated vehicle if the vehicle is not in fact a regulated vehicle authorized to operate at the Airport; or

(b) operates a vehicle at the Airport that is not a regulated vehicle if the vehicle is marked, painted, advertised, or equipped in a way that is likely to result in mistaking the vehicle for a regulated vehicle.

SEC. 4-404-35. DECALS.

(a) The holder, or the owner of each regulated vehicle shall obtain from the Administrator, after the vehicle has been authorized by the City of Dallas or the City of Fort Worth, an authorization decal indicating the vehicle’s authority to operate at the Airport. The decal shall be attached to each vehicle in a manner and location approved by the Administrator. The decal is the property of the Airport. The fee for a decal shall be charged in accordance with the Schedule of Charges.

(b) The Administrator may remove an authorization decal if at any time a vehicle fails to meet the standards established by the City in which they are authorized for appearance, condition, age, safety, or equipment. The fee for reissuance of a decal which has been removed, lost, or stolen shall be established published in accordance with the Schedule of Charges.

(c) A holder commits an offense if a vehicle person operated under its operating authority:
(1) operates a regulated vehicle at the Airport with an expired Airport authorization decal;

(2) operates a regulated vehicle with no decal affixed to it, except for the sole purpose of terminating a trip that lawfully originated outside the Airport;

(3) attaches a decal to a vehicle not authorized to operate as a regulated vehicle at the Airport;

(4) queues a vehicle on a designated holding stand as authorized by the Administrator with an expired decal or with no decal affixed to it;

(5) interferes with the Administrator in the removal of a decal;

(6) covers, conceals or attempts to cover or conceal a decal;

(7) forges, alters, or counterfeits a decal required by this chapter; or

(8) possesses a forged, altered, or counterfeited decal required by this chapter.

SEC. 4-444-36. EQUIPMENT.

(a) It is the responsibility of the holder of a regulated vehicle to ascertain the following equipment is in, on, and/or operable for each regulated vehicle operated under the holder's authority:

(1) decal(s) required by this chapter;

(2) any other equipment required by the City of Dallas or the City of Fort Worth;

(3) any other equipment required to comply with all federal and state motor vehicle laws;

(4) any other special equipment that the Administrator determines to be necessary; and

(5) all regulated vehicles shall accept all major credit cards as prescribed by the Airport Board unless exempted by the Administrator. When accepting a credit card payment, an operating authority or driver must use a secure credit card processing method that encrypts
information transmitted to authenticate a credit card payment transaction for approval.

(a) When accepting a credit card payment, an operating authority or driver must use a secure credit card processing method that encrypts information transmitted to authenticate a credit card payment transaction for approval.

(b) All regulated vehicles and all equipment in the regulated vehicles shall comply with all applicable federal and state motor vehicle safety standards.

(c) A regulated vehicle may not be salvaged or reconditioned.

(d) All temporary regulated vehicles shall comply with the requirements of this section and any other standards established by the Administrator.

SEC. 4-424-37. TAXICAB EQUIPMENT.

Unless otherwise specified in the operating authority under which a taxicab is operated and in addition to other equipment required by the Rules and Regulations of this chapter, a holder, owner, or driver shall provide and maintain in good operating condition the following equipment for each taxicab:

(a) seat belts for each passenger, the number of which is determined by the designated seating capacity;

(b) a taximeter or trip meter,

(c) equipment to indicate when a taxicab is operating for hire and when it is not for hire;

(d) a top light;

(e) a driver identification permit holder in a location as established by the Administrator; and

(f) a personalized rate sheet, as approved by the Administrator, displayed in a location as established by the Administrator.

SEC. 4-434-38. TAXIMETER.

(a) A taximeter shall accurately register in legible figures total miles, paid miles, number of fare units, number of trips, extras, and total fare for a trip. Figures denoting the fare shall be illuminated when the taximeter is activated. The taximeter shall be permanently mounted in a conspicuous location approved by the Administrator.
(b) aA taximeter shall be equipped to indicate whether the taxicab is engaged or vacant with a tamper-proof system connecting the taximeter to a light on top of the taxicab that, when lighted, is visible from all directions. The system shall be designed so that the light is automatically illuminated while the taximeter is registering a fare.

(c) iIf the taximeter employs a flag, the flag shall project above the dashboard so as to be easily seen from outside the taxicab when in the non-earning position.

(d) tThe taximeter or its driver system shall be sealed at all points at which components, if manipulated, could affect the function or accuracy of the taximeter.

(e) tThe design of a taximeter is subject to approval by the Administrator to assure that it complies with this section.

(f) eEach taximeter shall be maintained in good operating condition and be tested and sealed at least once each year in a manner approved by the Administrator to assure compliance with weights and measures laws.

(g) tThe Administrator may order a taximeter to be tested at any time, and a holder, owner, or driver of a taxicab shall make the taxicab available for taximeter testing when so ordered.

(h) tThe holder, owner, or driver of a taxicab shall be responsible for paying the cost of testing a taximeter.

(i) aA person commits an offense if the person operates a taxicab that is:

1. not equipped with a taximeter or trip meter; or
2. equipped with a taximeter or trip meter that:
   - has been tampered with or altered; or
   - incorrectly registers or computes taxicab fares because of alterations to the taxicab odometer, including, but not limited to, changes in the gears, tires, or wheels of the taxicab.

ARTICLE VIII.
ENFORCEMENT.

SEC. 4-444-39. AUTHORITY TO INSPECT.
The Administrator may inspect a regulated service operating at the Airport to
determine whether the service complies with the Rules and Regulations of this chapter or
other applicable laws.

SEC. 4-454-40.   REMOVAL OF EVIDENCE OF AUTHORIZATION.

When a holder's operating authority or a driver permit is suspended, revoked, or
denied, or whenever a vehicle fails to pass inspection, the Administrator may remove or
require the surrender of all evidence of authorization as a holder, driver, or regulated
vehicle including, but not limited to, removal or surrender of operating authority, driver
permits, decals, signs, insignia, radios, top lights, and/or taximeters.

SEC. 4-464-41.   ASSISTANCE BY DEPARTMENT OF PUBLIC SAFETY.

(a) Upon specific request of the Administrator, officers of the Department of
Public Safety may assist the Administrator in the enforcement of the Rules
and Regulations.

(b) A Department of Public Safety officer, upon observing a violation of this
chapter or the procedures established by the Administrator, may take
necessary enforcement action.

SEC. 4-474-42.   CORRECTION ORDER.

(a) If the Administrator determines that a holder is in violation of the terms of the
holder's operating authority, the Rules and Regulations of this chapter, a
procedure established by the Administrator, a lawful order of the
Administrator, or other law, the Administrator shall notify the holder in writing
of the violation and by written order direct the holder to correct the violation
within a reasonable period of time. In setting the time for correction, the
Administrator shall consider the degree of danger to the public health or
safety and the nature of the violation. If the violation involves equipment that
is unsafe or functioning improperly, the Administrator may order the holder to
immediately cease use of the equipment.

(b) If the Administrator determines that a violation is an imminent and serious
threat to the public health or safety, the Administrator may order the holder to
correct the violation immediately. If the holder fails to comply, the
Administrator shall promptly take or cause to be taken such action the
Administrator considers necessary to enforce the order immediately.

(c) The Administrator shall include in a correction order issued under this section:

(1) identification of the violation;

(2) the date of issuance of the correction order;
(3) the time period within which the violation shall be corrected;

(4) a warning that failure to comply with the correction order may result in suspension or revocation of operating authority, imposition of a fine, or both; and

(5) a statement indicating that the correction order may be appealed to the CEO.

**SEC. 4-484-43. SERVICE OF NOTICE.**

(a) A holder shall designate and maintain a representative to:

(1) receive service of notice required under the Rules and Regulations this chapter to be given a holder; and

(2) serve notice required under the Rules and Regulations this chapter to be given a driver employed by or contracting with a holder.

(b) Notice required under the Rules and Regulations this chapter shall be given in the following manner:

(1) a holder shall be personally served with the notice in a manner established by the Administrator, including but not limited to, serving holder’s designated representative or by certified United States mail, five-day return receipt requested, to the holder’s designated representative; or

(2) a driver operating under a holder’s operating authority shall be personally served by the Administrator, including but not limited to, serving holder’s designated representative for the driver by certified United States mail, five-day return receipt requested.

(c) A person operating in violation of these Rules and Regulations this chapter, other than a driver or holder permitted under this chapter, may be personally served by the Administrator or by certified United States mail, five-day return receipt requested.

(d) Service executed in accordance with this section constitutes notice to the person to whom the notice is addressed. The date of service for a notice that is mailed is the date of receipt.

**SEC. 4-494-44. APPEALS.**

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(a) If the Administrator denies issuance or renewal of operating authority, suspends or revokes operating authority, or issues a correction order, the action is final unless, within ten days from the date of receiving the written notice of the action, the affected applicant, holder, or driver files an appeal, in writing, with the CEO specifying the reasons for the appeal.

(b) The CEO shall establish an appeal hearing procedure that will give the appealing party an opportunity to present evidence and make argument. The formal rules of evidence do not apply to an appeal hearing under this section, and the ruling shall be based on a preponderance of evidence presented at the hearing.

(c) The decision rendered through the appeal hearing procedure is final.

SEC. 4-504-45. CRIMINAL OFFENSES.

(a) A person commits an offense if the person violates or attempts to violate a provision of this chapter applicable to the person. A culpable mental state is not required for the commission of an offense under this chapter unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each time an offense occurs. An offense committed under this chapter is punishable by imposition of a fine not to exceed the maximum allowable by law.

(b) Prosecution for an offense under SEC. 4-50-(a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

SEC. 4-544-46. ADMINISTRATIVE FINES.

(a) The Administrator or CEO shall have the authority to levy an administrative fine against a holder, or owner who violates any provision of the Rules and Regulations.

(b) The fines shall be established published in accordance with the Schedule of Charges, as amended.

(c) Delinquent or past due fines shall be cause for the Administrator or CEO to immediately suspend any permit, operating authority, or written authorization of any holder, owner, or driver until such fines are paid in full, or take any other legal action deemed necessary to recover delinquent or past due fines.
Chapter 5

Courtesy Vehicles - Rules and Regulations

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Section 1
ARTICLE I.
General Provisions
GENERAL PROVISIONS.

Section 1-1. Statement of Policy

It is the policy of the Dallas/Fort Worth International Airport Board and the Cities of Dallas and Fort Worth to promote and provide adequate and efficient courtesy vehicle operations at Dallas/Fort Worth International Airport. To this end, rules and regulations for courtesy vehicle operations at the Airport are developed to protect the public health and safety, to promote the public convenience and necessity, and to facilitate efficient utilization of the roadway system and terminal curbside space while respecting the concept of free enterprise.

Section 1-2.5-1. General Authority For Enforcement
AUTHORITY FOR ENFORCEMENT.

The Administrator, and representatives, agents, and Airport employees designated by the Administrator, shall implement and enforce this chapter, and may by written order establish procedures, not inconsistent with this chapter, as determined as necessary by the Administrator to discharge the Administrator's duties under, or to effect the policy purpose of, this chapter.

Section 1-3. Exemptions

I. Except when the vehicle has been issued a decal pursuant to this chapter, these Rules and Regulations do not apply to a vehicle or to a person operating a vehicle that is:

A. owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers;

B. provided by an employer or employee association for use in transporting employees between the employees' homes and the employer's place of business or between work stations, with the employees reimbursing the employer or employee association in the amount calculated only to offset the reasonable expenses of operating the vehicle;

C. entering the Airport for the sole purpose of terminating a trip that lawfully originated outside of the Airport;
D. originating a trip that has been pre-arranged by a passenger and authorized by the Administrator, or

E. owned by the federal or state government or by a political subdivision of the state.

II. A person or vehicle exempted under this subsection is subject to a fee, in an amount to be designated by the Dallas/Fort Worth International Airport Board Schedule of Charges, as amended, for operating at the Airport, using the holding stands, or obtaining an authorization decal.

Section 1-4.5-2. Definitions

DEFINITIONS.

The definition of a term in the Rules and Regulations applies to each grammatical variation of the term. Unless the context requires a different definition:

I. Administrator ADMINISTRATOR means the Director Vice President of Operations of the Transportation Business Unit of the Dallas/Fort Worth International Airport Board; and includes representatives, agents or Airport employees designated by the Administrator.

II. Airport means all of the land, improvements, facilities, and developments within the boundaries of the Dallas/Fort Worth International Airport.

III. Airport Board or Board means the Dallas/Fort Worth International Airport Board.

IV. Consolidated Rental Car Facility CONSOLIDATED RENTAL CAR FACILITY means the single facility at the Airport from which vehicles are rented by those persons having a concession and lease agreement with the Board for that purpose.

V. Conviction CONVICTION means a conviction in a federal court or a court of any state or foreign nation or political subdivision of a state or foreign nation that has not been reversed, vacated, or pardoned.

VI. Contract Courtesy Vehicle CONTRACT COURTESY VEHICLE means a vehicle hired or contracted by a hotel, motel, or auto rental company used for the transportation of passengers and property owned by those passengers to, on, or from the Airport.

VII. Courtesy Vehicle COURTESY VEHICLE means a vehicle operated by a hotel, motel, or auto rental company used for transportation of passengers and property owned by those passengers to, on, or from the Airport, not for hire or direct compensation by a passenger, including contract courtesy vehicles.

VIII. Cruising means driving a courtesy vehicle within 1000 feet of a terminal, hotel, or terminal area on the Airport without a dispatch authorization or other form of permission from the Administrator.
IX. Department of Public Safety means the Department of Public Safety of the Dallas/Fort Worth International Airport Board.

X. Department of Operations means the Department of Operations of the Dallas/Fort Worth International Airport Board.

XI. DRIVER means an individual who drives or operates a courtesy vehicle.

XII. Employee means any person, partnership, corporation, association, stockholder, joint venturer, or independent contractor in the service of another, under any contract of hire whether express or implied, oral or written.

XIII. Executive Director means the Chief Executive Officer of the Dallas/Fort Worth International Airport Board, or his designee.

XIV. HEADWAY means the time interval between vehicles of the same operator arriving at or driving through any area of a given terminal.

XV. HOLDER means an individual, partnership, corporation, joint venture or other legal entity granted operating authority to provide courtesy vehicle service at the Airport, or the holder's designated agent.

XVI. HOLDING STAND means all authorized queuing, loading and holding areas as designated by the Administrator.

XVII. LAWFUL ORDER means a verbal or written directive issued by the Administrator or the Administrator's duly authorized representative in the performance of the Administrator's duties in the enforcement of the Rules and Regulations authorized by this chapter.

XVIII. Legal Resident means a citizen of the United States or a person residing in the United States in accordance with federal Immigration laws.

XIX. OFF-AMERICAN RENTAL CAR COMPANY means a person who accesses the Airport for the purpose of supplying rental car services to persons using the Airport but who does not have a lease agreement with the Airport Board covering the use and occupancy of facilities at the Airport from which vehicles may be rented.

XX. OPERATE means to drive or to be in control of a courtesy vehicle.

XX. OPERATING AUTHORITY means permission granted by the Administrator to operate a courtesy vehicle service at the Airport.

XXII. OPERATOR, with respect to a vehicle, means the same as DRIVER. OPERATOR, with respect to a service, means driver or owner of a courtesy vehicle.
vehicle or the holder of an operating authority under which the vehicle is operated.

XXIII. Owner means, when used in connection with a vehicle, the person to whom state license plates for a vehicle have been issued or the person who leased the vehicle.

XXIV. Person means an individual, firm, partnership, corporation, sole proprietorship, government, association, company, or an agency, trust, partnership of two or more persons having a joint or common economic interest or other legal entity.

XXV. Rules and Regulations means the courtesy vehicle services rules and regulations established under Chapter 5, Courtesy Vehicle Rules and Regulations, of the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board, as amended.

XXVI. Schedule of Charges means the Dallas/Fort Worth International Airport Board Schedule of Charges, as amended.

XXVII. Terminal Areas means the roadways, parking lots, curbside zones, and sidewalks servicing the arrival and departure areas of all Airport terminals and the Airport hotels.

Section 1-5. Establishment of Rules and Regulations

I. Before submitting a proposal to the Airport Board to adopt, amend or repeal a rule or regulation, the Administrator shall hold a public hearing on the proposal. The Administrator shall fix the time and place of the hearing and shall notify each holder and such other persons as the Administrator determines may be interested in the subject matter of the hearing.

II. After the Airport Board acts upon the proposal, the Administrator shall notify the holders and such other interested persons of the action and shall post a notice in the Airport Board Ground Transportation Regulation Office for a minimum of ten days. The action shall become effective immediately upon approval by the Airport Board.

Section 1-6. Establishment of Procedures

The Administrator may by written order establish procedures not inconsistent with the Rules and Regulations which the Administrator determines are necessary to discharge the Administrator’s duty to implement the Rules and Regulations.

Section 2 ARTICLE II. Operating Authority

Operating Authority Required
REQUIRED.

I. A no person or owner shall not operate a courtesy vehicle service at the Airport without an approved operating authority issued by the Administrator. The Administrator may place conditions and/or limitations on the operating authority as determined necessary to effect the policy/purpose of this chapter.

II. A person shall not engage or hire a courtesy vehicle which the person knows does not have an operating authority or another form of permission from the Administrator.

III. A holder’s operating authority is not transferable.

IV. An operating authority may be issued for a period not to exceed one year and shall expire annually on the date designated in the operating authority.

Section SEC. 2-25-4. Insurance

I. During the authorized period of operating authority, a holder shall procure and keep in full force automobile liability insurance that meets or exceeds the insurance requirements and standards established by the Administrator. This section and that does not violate the ownership/operational control prohibition described in this section.

A. Insurance required under this section shall:

1. be carried with an insurance company licensed, approved, or authorized to do business in the State of Texas and which, if the holder is authorized by the City of Dallas, has a rating acceptable to the City of Dallas and which, if the holder is authorized by the City of Fort Worth, has a rating acceptable to the City of Fort Worth, or if the holder is authorized by a city other than Dallas or Fort Worth, which has a rating acceptable to the City of Dallas or the City of Fort Worth, whichever is less, and is acceptable to the Administrator;

2. include a cancellation rider under which the insurance company providing coverage is required to notify the Administrator in writing not fewer than thirty days before canceling, failing to renew or making a material change to the insurance policy;

3. include a provision to cover all vehicles, whether owned or not owned by the holder, operated under the holder’s operating authority;

4. name as additional insured the Airport Board and the Cities of Dallas and Fort Worth and their officers and employees;
5. provide combined single limits of liability for bodily injury and property damage of not less than $500,000 for each occurrence or the equivalent, for each motor vehicle used by the holder;

6. have a provision requiring the insurance company to pay every claim on a first-dollar basis; and

7. not contain bodily injury exclusions.

B. Aggregate limits of liability are prohibited.

C. A holder may self-insure if the Administrator determines that the holder can furnish protection of the same character and amount as if the insurance were carried by an insurance company. In considering authorization of self-insurance, the Administrator shall consider the financial fitness and the past record of management responsibility of the holder and may establish maximum coverage limits for which the holder may self-insure. If at any time the Administrator determines that a self-insured holder is unable to provide adequate self-insurance, the Administrator by written notice shall order the holder to acquire insurance from an insurance company and the holder shall comply with the order not more than thirty days after the notice is served.

D. Insurance required by this section shall not be obtained from an assigned risk pool.

E. No person with any direct or indirect ownership interest in the holder’s courtesy vehicle service may have any operational control, direct or indirect, in any insurance company that provides insurance required by this section to the courtesy vehicle service. For purposes of this subsection, "operational control" means holding any management position with the insurance company (including, but not limited to, the chief executive officer, the president, any vice president, or any person in a decision-making position with respect to insurance claims) or having the right to control the actions or decisions of any person in such a management position in the insurance company.

II. If a courtesy vehicle is removed from service, the holder shall maintain the insurance coverage required by this section for the vehicle until the Administrator receives satisfactory proof that all evidence of operation as a courtesy vehicle has been removed from the vehicle, and that the vehicle has in fact been removed from service.

III. Operating authority shall not be granted or renewed unless the applicant or holder furnishes the Administrator with such proof of insurance as the
Administrator considers necessary to determine whether the applicant or holder is adequately insured under this section.

IV. A copy of documents establishing compliance with insurance requirements shall be on file with the Administrator at all times, in a manner established by the Administrator.

V. Failure to maintain minimum insurance standards, or failure to keep proof of insurance on file with the Administrator, shall result in the immediate suspension of the holder's operating authority. If an operating authority is suspended for failure to maintain insurance or to keep on file proof of insurance, the permit shall not be reinstated until satisfactory proof of insurance meeting minimum requirements is submitted to and confirmed by the Administrator.

A. A person commits an offense if the person operates a courtesy vehicle service while the person's operating authority is suspended under this subsection, whether or not the action is appealed.

B. A fee for reinstatement of an operating authority after a suspension under this subsection shall be in accordance with the Schedule of Charges.

VI. If a holder does not obtain new insurance within forty-five days after the holder's insurance is canceled, the Administrator may revoke the holder's operating authority.

Section 2-3.5-5. Application for Issuance, Renewal, or Amendment of Operating Authority

APPLICATION FOR ISSUANCE, RENEWAL, OR AMENDMENT OF OPERATING AUTHORITY.

To request issuance, renewal, or amendment of an operating authority, a person or holder shall submit a written application with any fees required in a manner established by the Administrator. The Administrator may request a person or holder to provide such information as the Administrator considers necessary for the implementation and enforcement of this chapter, for the protection of the public safety, or to meet any other local, state, or federal laws, rules, regulations, or guidelines. The applicant must be the person who will own, control, or operate the proposed service.

I(a) The Administrator shall establish:

A. (1) qualifications and/or criteria for issuing courtesy vehicle service operating authority;

B. (2) procedures for renewal of operating authority; and

C. (3) procedures for amending operating authority.
II. Within forty-five days from the date of receipt of a request for issuance, renewal or amendment of an operating authority, the Administrator shall approve or deny the request.

III. (b) The Administrator shall deny issuance of a courtesy vehicle service operating authority if:

A. (1) the Administrator determines that the public convenience and necessity do not require or are not otherwise served by the proposed service;

B. (2) the applicant failed to comply with all requirements;

C. (3) the applicant or any person holding an ownership interest in the application has been convicted twice, suspended twice, or convicted once and suspended once, of a violation of these Rules and Regulationsthis chapter within the preceding two years;

D. (4) the applicant made a false statement as to a material matter in the application for permit;

E. (5) the applicant or any person holding an ownership interest in the application has been convicted of a city, state, or federal law that would reasonably tend to indicate that the applicant is not fit to perform a courtesy vehicle service; or

F. (6) the applicant has had a courtesy vehicle service operating authority revoked within a two-year period prior to the date of application.

Section 2.4.5-6. Suspension and Revocation of Operating Authority

Suspension and Revocation of Operating Authority

I. (a) The Administrator may suspend or revoke a courtesy vehicle service operating authority if the Administrator determines that the holder has:

A. (1) made a false statement as to a material matter in the application for issuance or renewal of the applicant’s operating authority;

B. (2) failed to comply with provisions of the Rules and Regulationsthis chapter, a lawful order, or a procedure established by the Administrator;

C. (3) failed to comply with the terms and conditions set forth in the operating authority;

D. (4) been convicted of a violation of another city, state or federal law or regulation which would reasonably tend to indicate lack of fitness of the holder to perform a courtesy vehicle service; or
the Administrator.

The Administrator may suspend a holder's operating authority for a period not to exceed sixty days. At the end of the suspension period, the holder may resume operating at the Airport after providing verification to the Administrator that the deficiency causing the suspension has been corrected by the holder. Failure to correct a deficiency within the time period established by the Administrator may result in revocation of a holder's operating authority.

A holder whose operating authority has been revoked shall not reapply for an operating authority before the expiration of twenty-four months from the date of revocation or, in the case of an appeal, the date the appeal hearing officer affirms the revocation.

**Section SEC. 2-5.5-7. Appeal of Denial, Suspension or Revocation**

**APPEAL OF DENIAL, SUSPENSION OR REVOCATION.**

If the Administrator denies issuance, renewal, amendment, suspends, or revokes a courtesy vehicle service operating authority, the action is final unless, within ten days from the date of receiving written notice of the action, the affected applicant or holder files an appeal in accordance with this chapter.

**Section SEC. 2-6.5-8. Fees**

All courtesy vehicle service fees shall be established in accordance with the Schedule of Charges.

Should a holder allow the payment of any fee required under this chapter to become delinquent, a late payment charge shall be collected in accordance with the Schedule of Charges and/or the holder's operating authority may be suspended or revoked.

All fees will be paid in a manner established by the Administrator.

No refund of fees shall be made.

**Section SEC. 2-7.5-9. Advertisement of Courtesy Vehicle Service**

**ADVERTISEMENT OF COURTESY VEHICLE SERVICE.**

A person commits an offense if the person advertises or causes to be advertised the operation of a courtesy vehicle service at the Airport that does not have operating authority granted under this chapter, when the advertisement is reasonably calculated to be seen by persons seeking such service at the Airport.

It is a defense to prosecution under this subsection (b) that the person was
the publisher of the advertising material and had no knowledge that the service was not permitted under this chapter.

Section SEC. 2-8.5-10. Holder's Records and Reports

HOLDERS RECORDS AND REPORTS.

\(1\) (a) Each holder shall maintain at a single location such categories of its business records of its service as the Administrator may prescribe.

\(1\) (b) The method used in maintaining the records must be approved by the Administrator, and the Administrator may require maintenance of certain records which the Administrator determines necessary for monitoring the activities, operations, service or records of a holder.

\(1\) (c) A holder shall maintain a record of the driver of each courtesy vehicle operated under the holder's operating authority. The records shall include the name of each driver who has operated the courtesy vehicle and the dates and times of each driver's operation of the vehicle.

\(4\) (d) A holder shall make such records available for inspection by the Administrator or provide the Administrator with information contained in those records upon request.

Section 3
Reserved

Section 4
ARTICLE III.
Miscellaneous Holder and Driver Regulations

MISCELLANEOUS HOLDER AND DRIVER REGULATIONS.

Section SEC. 4-1.5-11. Holder's and Driver's Duty to Comply

HOLDER'S AND DRIVER'S DUTY TO COMPLY.

\(1\) (a) A holder shall comply with the terms and conditions of the holder's operating authority, lawful orders of the Administrator, this chapter, the Rules and Regulations, and other laws applicable to the operation of a courtesy vehicle service. It is not a defense to prosecution that the courtesy trip originated in another city.

\(1\) (b) A driver shall comply with this chapter, the Rules and Regulations, other laws applicable to the operation of a motor vehicle in this State, lawful orders of the Administrator, and orders issued by the holder employing or contracting with the driver in connection with the holder's discharge of the holder's duty under the holder's operating authority and this chapter, the Rules and Regulations. It is not a defense to prosecution that the trip originated in another city.
Section 4.2.5-12.  **Holder's Duty to Enforce Compliance by Drivers**

**HOLDER'S DUTY TO ENFORCE COMPLIANCE BY DRIVERS.**

I.(a) A holder shall establish policy and take action to discourage, prevent, or correct violations of the Rules and Regulations, procedures, and lawful orders of the Administrator by drivers who are operating a vehicle under the holder's operating authority.

II.(b) A holder shall not allow a driver to operate a vehicle under the holder's operating authority if the holder knows or has reasonable cause to suspect that the driver has failed to comply with the Rules and Regulations or other applicable law, or the lawful orders of the Administrator.

Section 4.3. **Reserved**

Section 4.4.5-13.  **Holder's Service Responsibilities**

**HOLDER'S SERVICE RESPONSIBILITIES.**

I.(a) A holder shall provide courtesy vehicle service for passengers at the Airport in accordance with service levels and standards approved by the Administrator.

II.(b) A holder shall cooperate with the Administrator in all phases of ground transportation operations to provide prompt, efficient, and economical service and shall respond promptly to specific requests by the Administrator for courtesy vehicle service during periods of shortage.

III.(c) A holder shall respond to all customer complaints regarding Airport service within ten days from receipt of the complaint and advise the Administrator of any and all action taken in response to the complaint.

IV.(d) The Administrator may establish procedures to monitor the service levels of courtesy vehicles at the Airport including, but not limited to the following:

   A.(1) condition of courtesy vehicle service vehicles;
   
   B.(2) constancy of service at the Airport;
   
   C.(3) adherence to the Rules and Regulations;
   
   D.(4) driver conduct; and
   
   E.(5) passenger complaints.

Section 4.5.5-14.  **Information to be Supplied Upon Request of the Administrator**

**INFORMATION TO BE SUPPLIED UPON REQUEST OF THE ADMINISTRATOR.**
In addition to any other information required by this chapter, a holder shall submit to the Administrator, upon request, the following:

I.(a) a current list of vehicles operating under the holder's operating authority;

II.(b) a current financial statement which includes a balance sheet/income statement;

III.(c) the names of the current officers, owners, and/or managers of the courtesy vehicle service; and

IV.(d) any other information determined necessary by the Administrator for the effective control of courtesy vehicle service at the Airport.

Section SEC. 4-6.5-15. Falsification and Nontransferability of Authorization

A. (a) A badge, decal, entry ticket or any other item assigned to one person or vehicle is not transferable to another person, vehicle, or holder.

II. (b) A person, holder or driver commits an offense if the person, holder or driver:

A. (1) forges, alters, or counterfeits a badge, decal, entry ticket, emblem or any other item required by this chapter the Rules and Regulations or other applicable law;

B. (2) possesses a forged, altered, or counterfeited badge, decal, entry ticket, emblem or any other item required by this chapter the Rules and Regulations or other applicable law; or

C. (3) possesses more than one badge, decal, entry ticket, emblem or any other item required by this chapter the Rules and Regulations or other applicable law, unless authorized by the Administrator.

Section 5 ARTICLE IV. General Service Rules and Regulations

Section SEC. 5-1.5-16. Regulations for Use of Holding Stands

A. (a) A vehicle is unauthorized on a holding stand if the vehicle is not equipped with a decal issued by the Administrator.

B. (b) A vehicle on a holding stand without authorization from the Administrator may be removed from the holding stand and impounded with all towing and
storage fees to be paid by the vehicle owner.

IV.(c) While on duty at the Airport, a driver shall queue only on designated holding stands as authorized by the Administrator.

IV.(d) While using a designated holding stand, a driver shall not:

A.(1) leave the vehicle except to provide such assistance to a passenger as is reasonably necessary after being engaged, provided the driver remains within the designated holding stand, unless otherwise authorized by the Administrator;

B.(2) perform or allow to be performed repairs or maintenance on the vehicle; or

G.(e) A driver shall not utilize the holding stand while off duty.

V.(f) A driver shall:

A.(1) remain at a designated holding stand only long enough to load or discharge passengers and then expeditiously progress to the next holding stand, as authorized by the Administrator, or exit the Airport; and

B.(2) enter a holding stand only at those times authorized by the Administrator.

Section 5.2.5.17. Loading and Discharging of Passengers

I.(a) A driver may not transport at the same time a number of passengers exceeding the designated seating capacity of a courtesy vehicle.

II.(b) A driver shall load passengers and baggage into a courtesy vehicle only at designated holding stands.

III.(c) A driver shall discharge passengers in a manner authorized by the Administrator.

Section 5.3.5.18. Rental Car Companies

I.(a) No Rental Car Company shall provide a courtesy vehicle service between the terminal areas and the Consolidated Rental Car Facility. No Rental Car Company shall deliver rental vehicles to the terminal areas or accept return of rental vehicles at the terminal areas, except as expressly permitted in writing by the Administrator.

II.(b) The operator of a Courtesy Vehicle or Contract Courtesy Vehicle picking up and dropping off persons at the Airport on behalf of an Off-Airport Rental Car
Company shall pick up and drop off those persons only at the Consolidated Rental Car Facility and at such point or points at or within the Consolidated Rental Car Facility as are designated by the Administrator, except as otherwise expressly permitted in writing by the Administrator.

Section 5-4. Cruising

A person commits an offense if the person engages in cruising at the Airport. It is a defense to prosecution if a driver:

I. has a passenger to be discharged at the terminal or hotel;

II. has trip authorization by the Administrator; or

III. is in the process of leaving the Airport by the most direct route.

Section SEC. 5-5.19. Solicitation of Passengers

SOLICITATION OF PASSENGERS.

I.(a) A person commits an offense if the person:

A.(1) solicits or attempts to solicit passengers; or

B.(2) accepts payment from a driver, holder, or person in return for giving preferential treatment in directing passengers to the driver's or holder's courtesy vehicle service.

II.(b) It is a defense to prosecution for a violation of this subsection if the owner of the courtesy vehicle service has made a contractual agreement or other prior arrangement with the management of the other business and has been approved by the Administrator.

Section SEC. 5-6.5-20. Conduct of Driver

A driver shall:

I.(a) act in a reasonable, prudent and courteous manner;

II.(b) maintain a sanitary and well-groomed appearance;

III.(c) not respond to a dispatched call assigned to another driver or company;

IV.(d) not consume, possess or be under the influence of:

A.(1) any alcoholic beverage;

B.(2) any controlled substance; or
C.(3) any substance that could adversely affect the driver's ability to operate a motor vehicle;

V.(e) not monitor or possess equipment to monitor transmissions of a courtesy vehicle service company other than the holder under whose operating authority the driver is operating;

VI.(f) not interfere with the Administrator in the performance of the Administrator's duties;

VII.(g) not gather, congregate, or otherwise obstruct entrances or passageways of any terminal, hotel, Airport building, holding stand, or Airport roadway in a manner that impedes the movement of a person or vehicle;

VIII.(h) comply with lawful orders of the Administrator issued in the performance of the Administrator's duties;

IX.(i) not deposit any bottle, can, trash, debris, junk, food, or other object around any holding stand, building or Airport roadway except in an authorized trash receptacle; and

X.(j) not file a false report or make a false statement to the Administrator, and

(k) not operate a regulated vehicle within 1,000 feet of a terminal, hotel, or terminal area on the Airport without a dispatch authorization or other form of permission from the Administrator.

Section 5-7.5-21. Return of Passenger's Property

Upon finding property in a courtesy vehicle left by a passenger, the driver shall comply with the procedures established for lost property by the holder under whose operating authority the driver operates.

Section 5-8.5-22. Not-in-Service Vehicles

I.(a) Each courtesy vehicle operated on the Airport is presumed to be on duty and ready to serve the general public.

II.(b) The Administrator shall establish a procedure whereby a driver will indicate that the driver and the driver's vehicle are not in service. If a driver is operating a vehicle that is not in service and does not intend to provide courtesy vehicle service at the Airport, the driver shall comply with the procedure established by the Administrator.

III.(c) A driver who is operating a vehicle that is not in service shall not queue the vehicle on or within five hundred feet of a holding stand or along or in the one-hour parking zones of the Airport roadways and parking lots unless authorized by
the Administrator.

Section 6
Reserved

Section 7
ARTICLE V.
Vehicle Standards and Inspection

VEHICLE STANDARDS AND INSPECTION.

Section SEC. 7-4.5-23. Standards
STANDARDS.

The Administrator may establish standards concerning safety, condition, age, emissions, appearance, equipment, signs, and markings for vehicles operated in a courtesy vehicle service.

Section SEC. 7-2.5-24. Inspection
INSPECTION.

I.(a) The holder of a courtesy vehicle service operating authority shall maintain all courtesy vehicles used in the service in a safe mechanical condition and shall maintain the interior and exterior of the vehicles in good repair.

II.(b) The holder shall have each vehicle to be used in a courtesy vehicle service inspected in a manner approved by the Administrator before operating authority is issued and at such other times as may be ordered by the Administrator. Inspection shall determine safety, condition, age, appearance, equipment, signs and markings, and compliance with all state and federal laws including those regulating emission of air contaminants.

A.(1) A holder, owner, or driver shall make a courtesy vehicle available for inspection when ordered by the Administrator.

B.(2) If a holder, owner or driver fails to make a courtesy vehicle available for inspection or if the Administrator determines that a courtesy vehicle is not in compliance with this chapter the Rules and Regulations, the Administrator may order the courtesy vehicle removed from service until it is made available for inspection and/or brought into compliance.

C.(3) If the Administrator determines that inspection of the mechanical condition or safety equipment of a vehicle by a certified mechanic or technician is necessary, the holder, owner, or driver shall pay the cost of the inspection.

III.(c) The fee for each inspection by the Administrator of each vehicle operated under a holder’s operating authority shall be established/published in accordance with the Schedule of Charges.

IV.(d) The Administrator shall designate the time and place for annual inspection of
courtesy vehicles operated under the holder's operating authority. If the Administrator determines that a courtesy vehicle should be inspected by a third party, the applicant or holder shall bear the reasonable cost of inspection.

\( \text{V.}(e) \) A holder may contract for maintenance but shall be responsible for assuring that all courtesy vehicles operated under the holder's operating authority are maintained in safe operating condition.

\( \text{V.}(f) \) The Administrator may order a courtesy vehicle be removed from service any time the courtesy vehicle falls below standards established by the Administrator.

\( \text{VII.}(g) \) The owner of a courtesy vehicle authorized to operate in a courtesy vehicle service shall notify the Administrator of any change in ownership of the vehicle within ten business days of the change.

\( \text{VIII.}(h) \) The holder or owner shall notify the Administrator of any courtesy vehicle removed from service under the holder's operating authority, and shall be responsible for removing from the vehicle any decals that would distinguish the vehicle as a courtesy vehicle.

**Section SECT. 7-3.5-25. False Representation**

A person commits an offense if the person:

\( \text{I.}(a) \) represents that a vehicle is a courtesy vehicle if the vehicle is not in fact a courtesy vehicle authorized to operate at the Airport; or

\( \text{II.}(b) \) operates a vehicle at the Airport that is not a courtesy vehicle in a courtesy vehicle service if the vehicle is marked, painted, advertised, or equipped in a way that is likely to result in mistaking the vehicle for a courtesy vehicle.

**Section SECT. 7-4.5-26. Decals**

\( \text{I.}(a) \) The holder, owner, or driver of each courtesy vehicle shall obtain from the Administrator, after passing inspection, an authorization decal indicating the vehicle's authority to operate at the Airport. The decal must be attached to each vehicle in a manner and location approved by the Administrator. The decal is the property of the Airport. The fee for a decal shall be charged in accordance with the Schedule of Charges.

\( \text{II.}(b) \) The Administrator may cause a decal to be removed from a vehicle which at any time fails to meet the standards for appearance, condition, age, safety or equipment. The fee for reissuance of a decal which has been removed, lost, or stolen shall be established in accordance with the Schedule of Charges.

\( \text{III.}(c) \) A person commits an offense if the person:
A. (1) operates a courtesy vehicle at the Airport with an expired Airport authorization decal; or

(2) operates a courtesy vehicle at the Airport with no decal affixed to it, except for the sole purpose of terminating a trip that lawfully originated outside the Airport;

B. (3) attaches a decal to a vehicle not authorized to operate as a courtesy vehicle at the Airport;

C. (4) queues a vehicle on a designated holding stand as authorized by the Administrator with an expired decal or with no decal affixed to it;

D. (5) interferes with the Administrator in the removal of the decal;

E. (6) covers, conceals or attempts to cover or conceal the decal;

F. (7) forges, alters, or counterfeits a decal required by this chapter; or

G. (8) possesses a forged, altered, or counterfeited decal required by this chapter.

Section 7-5.5-27. Equipment

EQUIPMENT.

I. (a) It is the responsibility of the holder, owner, and/or driver of a courtesy vehicle to ascertain the following equipment is in, on, and/or operable for each courtesy vehicle operated under the holder’s authority:

A. (1) an air conditioner;

B. (2) a heater;

C. (3) a fire extinguisher (minimum one quart capacity) located within the driver’s reach;

D. (4) evidence of insurance;

E. (5) decal(s) required by this chapter;

F. (6) any other equipment required to comply with all federal and state motor vehicle laws; and

G. (7) any other special equipment that the Administrator determines to be necessary.

II. (b) All courtesy vehicles and all equipment in the courtesy vehicles must comply with all applicable federal and state motor vehicle safety standards.
All temporary courtesy vehicles must comply with the requirements of this section and any other standards established by the Administrator.

Section 8
ARTICLE VI.
Enforcement
ENFORCEMENT.

Section SEC. 8-4.5-28. Authority to Inspect
AUTHORITY TO INSPECT.

The Administrator may inspect a courtesy vehicle service operating at the Airport to determine whether the service complies with this chapter, the Rules and Regulations or other applicable laws.

Section SEC. 8-2.5-29. Removal of Evidence of Authorization
REMOVAL OF EVIDENCE OF AUTHORIZATION.

When a holder’s operating authority is suspended, revoked, or denied or whenever a vehicle fails to pass inspection, the Administrator may remove or require the surrender of all evidence of authorization as a holder or courtesy vehicle including, but not limited to, removal or surrender of operating authority and/or decals.

Section SEC. 8-3.5-30. Assistance by Department of Public Safety
ASSISTANCE BY DEPARTMENT OF PUBLIC SAFETY.

(a) Upon specific request of the Administrator, officers of the Department of Public Safety may assist the Administrator in the enforcement of the Rules and Regulations.

(b) A Department of Public Safety officer, upon observing a violation of this chapter or the procedures established by the Administrator, may take necessary enforcement action.

Section SEC. 8-4.5-31. Correction Order
CORRECTION ORDER.

(a) If the Administrator determines that a holder is in violation of the terms of the holder’s operating authority, this chapter, the Rules and Regulations, a procedure established by the Administrator, a lawful order of the Administrator, or other law, the Administrator shall notify the holder in writing of the violation and by written order direct the holder to correct the violation within a reasonable period of time. In setting the time for correction, the Administrator shall consider the degree of danger to the public health or safety and the nature of the violation. If the violation involves equipment that is unsafe or functioning improperly, the Administrator may order the holder to immediately cease use of the equipment.

(b) If the Administrator determines that a violation is an imminent and serious threat to the public health or safety, the Administrator may order the holder to correct the violation immediately. If the holder fails to comply, the Administrator
shall promptly take or cause to be taken such action the Administrator considers necessary to enforce the order immediately.

\( III.(c) \) The Administrator shall include in a correction order issued under this section:

- **A.(1)** identification of the violation;
- **B.(2)** the date of issuance of the correction order;
- **C.(3)** the time period within which the violation must be corrected;
- **D.(4)** a warning that failure to comply with the correction order may result in suspension or revocation of operating authority, imposition of a fine, or both; and
- **E.(5)** a statement indicating that the correction order may be appealed to the Executive Director CEO.

**Section** SEC. 8.5.5-32. **Service of Notice**

**SERVICE OF NOTICE.**

I.(a) A holder shall designate and maintain a representative to:

- **A.(1)** receive service of notice required under this chapter the Rules and Regulations to be given a holder; and

- **B.(2)** serve notice required under this chapter the Rules and Regulations to be given a driver employed by or contracting with a holder.

II.(b) Notice required under this chapter the Rules and Regulations shall be given in the following manner:

- **A.(1)** a holder must be personally served with the notice in a manner established by the Administrator, including but not limited to, serving holder's designated representative or by certified United states mail, five-day return receipt requested, to the holder's designated representative; or

- **B.(2)** a driver operating under a holder's operating authority must be personally served by the Administrator, including but not limited to, serving holder's designated representative for the driver by certified United States mail, five-day return receipt requested.

III.(c) A person operating in violation of these Rules and Regulations this chapter, other than a driver or holder permitted under this chapter, may be personally served by the Administrator or by certified United states mail, five-day return receipt requested.
Section 8-6.5-33. Appeals

(a) If the Administrator denies issuance or renewal of operating authority, suspends or revokes operating authority, or issues a correction order, the action is final unless, within ten days from the date of receiving the written notice of the action, the affected applicant or holder files an appeal, in writing, with the Executive Director CEO specifying the reasons for the appeal.

(b) The Executive Director CEO shall establish an appeal hearing procedure that will give the appealing party an opportunity to present evidence and make argument. The formal rules of evidence do not apply to an appeal hearing under this section, and the ruling shall be based on a preponderance of evidence presented at the hearing.

(c) The decision rendered through the appeal hearing procedure is final.

Section 8-7.5-34. Criminal Offenses

(a) A person commits an offense if the person violates or attempts to violate a provision of this chapter applicable to the person. A culpable mental state is not required for the commission of an offense under this chapter unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each time an offense occurs. An offense committed under this chapter is punishable by imposition of a fine not to exceed the maximum allowable by law.

(b) Prosecution for an offense under subsection (l) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

Section 8-8.5-35. Administrative Fines

(a) The Administrator or Executive Director CEO shall have the authority to levy an administrative fine against a holder, owner or driver who violates any provision of the Rules and Regulations.

(b) The fines shall be established in accordance with the Schedule of Charges, as amended.

(c) Delinquent or past due fines shall be cause for the Administrator or Executive Director CEO to immediately suspend any permit, operating authority, or written authorization of any holder, owner, or driver until such fines are paid in full, or take any other legal action deemed necessary to recover delinquent or past due fines.
Chapter 8
Commercial Activities

ARTICLE I.
GENERAL COMMERCIAL ACTIVITIES.

Sec. 8-1. Soliciting-Commercial Activity.
Sec. 8-2. Advertising.
Sec. 8-3. Commercial Photography and Moving Picture Production.
Sec. 8-4. News Racks.

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FOOD ESTABLISHMENTS.

Sec. 8-10. Food Protection and Sanitation.
Sec. 8-11. Designation of Health Authority.
Sec. 8-12. State Regulations Adopted.
Sec. 8-13. Definitions.
Sec. 8-14. Food Permits.
Sec. 8-15. Inspections.
Sec. 8-16. Food Manager Certification.
Sec. 8-17. Options.

ARTICLE III.
POOLS AND SPAS.

Sec. 8-20. Public Swimming Pool and Spa Permit Program Inspections Intent.
Sec. 8-21. Designation of Health Authority.
Sec. 8-22. State Regulations Adopted.
Sec. 8-23. Definitions.
Sec. 8-24. Public Swimming Pool and Spa Permits.
ARTICLE I.
GENERAL COMMERCIAL ACTIVITIES.

SEC. 8-1. — SOLICITING.

(a) A person commits an offense if he solicits funds or anything of value for any purpose at the Airport without a permit from the Airport Board except as provided in Chapter 3, ARTICLES III and IV of the Code and, to the extent of any operations outside the Airport boundaries, without a permit from any city in or through which such operations are conducted if such operations are lawfully regulated by such city.

(b) A person commits an offense if he sells or offers for sale any article or merchandise on the Airport without a permit, concession, or franchise from the Airport Board.

(c) A person commits an offense if he solicits any business or trade, including transportation of persons or baggage for hire on the Airport without a permit, concession or franchise from the Airport Board and, to the extent of any operations outside the Airport boundaries, without a license, permit or franchise from any city through which said business or trade is conducted if lawfully regulated by the ordinances of any such city.

(d) It shall be unlawful for a parking company, off-airport parking company, off-airport valet parking company, or a service related to the storing or staging of vehicles, to transport or offer to transport its customers or its customers' vehicles within the boundaries of the Airport without a permit, concession, or franchise from the Airport Board.

SEC. 8-1. — COMMERCIAL ACTIVITY.

A person commits an offense if he conducts any commercial activity at the Airport without a permit, license, lease or other agreement with the Airport Board, except for the operation of aircraft. Commercial activity at the Airport includes the delivery of goods at the Airport for compensation (including rentals), the performance of services at the Airport for compensation, or the solicitation or facilitation of either type of business, regardless of how or where the solicitation or facilitation occurs. Commercial activity at the Airport specifically includes, but is not limited to, the transport of people or baggage from the Airport for compensation, and the transport of vehicles to or from the Airport for compensation. It also specifically includes the transport of people, baggage
or vehicles to or from the Airport as a courtesy incidental to the parking business, the rental car business, or the hotel business.

SEC. 8-2. ADVERTISING.

A person commits an offense if he posts, distributes or displays any signs, advertisements, handbill, circular or printed or written matter of a commercial nature at the Airport or electronically advertises products or services available at the Airport without a concession or permit granted by the Executive Director CEO.

SEC. 8-3. COMMERCIAL PHOTOGRAPHY AND MOVING PICTURE PRODUCTION.

(a) A person commits an offense if he takes still or motion pictures for commercial use or public exhibition, publication, or display on any portion of the Airport grounds without a permit.

(b) A person commits an offense if he produces any motion picture, television program or commercial advertisement on any portion of the Airport grounds without a permit.

(c) No permits are needed for the taking of still or motion pictures or videotaping by:

(1) Airport users for personal non-commercial purposes; or,

(2) news media in covering news events or filming documentary productions at the Airport.

(d) An application shall be submitted to the Executive Director Airport Board at least five (5) business days in advance of the first day sought for photographic or other similar production, and shall include the following:

(1) the full name and street address of the applicant;

(2) the full name and street address of the organization sponsoring, conducting, or promoting the production;

(3) whether the producing organization is a branch or division of a national organization and, if so, the name and street address thereof;

(4) if the producing organization is a Texas corporation, a copy of its Corporate Charter or certificate of incorporation, as amended, shall be furnished; if it is a foreign corporation, a copy of its Authorized Certificate to do business in the State of Texas shall accompany the application;
(5) the purpose of the production;

(6) the date or dates and hours of the production;

(7) the location(s) proposed for such production; and

(8) the total number and size of production equipment required for the production and total number of personnel.

(e) The permit will be issued within three (3) business days of receipt of the application; however, the permit application may be denied or a permit granted hereunder revoked if one or more of the statements in the application is found to be untrue.

(f) Time, location and manner: When permits are granted, the following rules and standards will apply:

(1) location: Permittees shall be escorted by Airport Board Personnel at all times and shall only be permitted to conduct the permitted activity in those locations specified in the permit.

(2) Permits will be issued for a period of not more than thirty (30) days.

(3) manner of operation:

(aA) a person may not engage in such production unless he carries such permit granted under this section at all times while conducting production activities.

(bB) a person conducting production activities hereunder shall, in that connection, obey all applicable state and federal laws and all applicable Rules and Regulations of the Dallas/Fort-Worth International—Airport Board. Unless specified in the permit, Permittees will not be permitted to conduct the activity for which the permit is issued:

(4i) in Airport roadways,

(2ii) inside airline gate departure lounges,

(3iii) in areas restricted to airline or Airport personnel,

(4iv) in restrooms,

(5v) in premises leased to a concessionaire,
(6vi) in stairwells, staircases, elevators or escalators,

(7vii) in baggage claim areas, or

(8viii) in any area temporarily or permanently restricted for conducting or promoting the production.

SEC. 8-4. NEWSRACKS.

A person commits an offense if he sells or distributes any publication on the Airport premises by means of newspaper stand, racks or other similar devices, except by franchise, concession or permit granted by the Executive Director Airport Board.

ARTICLE II.
FOOD ESTABLISHMENTS.

SEC. 8-10. FOOD PROTECTION AND SANITATION.

This section is intended to provide for the sale of only sound, properly labeled food; to establish sanitary standards for food protection and service by adopting by reference the Texas Board of Health’s “Texas Food Establishment Rules” by requiring a permit for operation of food establishments and by requiring food service manager certification in food sanitation from a designated health authority.

SEC. 8-11.8-5. DESIGNATION OF HEALTH AUTHORITY.

The Airport Board shall by resolution designate from time to time a health authority for the purpose of ensuring minimum standards of environmental health and sanitation within the scope of that department’s function.

SEC. 8-128-6. STATE REGULATIONS ADOPTED.


(b) A certified copy of each rule manual (above) shall be kept on file in the office of the Director of Airport Concessions Department.

SEC. 8-13.8-7. DEFINITIONS.
All definitions in the “Texas Food Establishment Rules” are hereby incorporated by reference. In addition, the following definitions shall be understood.

**HEALTH AUTHORITY** or **REGULATORY AUTHORITY** shall be understood to mean the representatives of any health department or health agency designated by the Airport Board to enforce the provisions herein by resolution of the Airport Board.

**SERVICE OF NOTICE** shall mean a notice provided for in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit.

**OWNERSHIP-OF-BUSINESS** shall mean the owner or operator of the business. Each new business owner or operator shall comply with these Rules and Regulations.

**FOOD ESTABLISHMENT** shall mean all places where food or drink are stored, sold, commercially prepared, or otherwise handled, whether offered for sale, given in exchange, or given away for use as food or furnished for human consumption. The location of commercially packaged single portion non-potentially hazardous snack items and wrapped candy sold over the counter, or by vending machine, is excluded.

**SEC. 8-14.8-8. FOOD PERMITS.**

(a) Requirement: A person commits an offense if he operates a food establishment at the Airport without possessing a current and valid health permit issued by the health authority designated by resolution of the Airport Board.

(b) Posting: A valid permit shall be posted in public view in a conspicuous place at the food establishment for which it is issued.

(c) Non-transference (Change of ownership): Permits issued under the provisions of this article are not transferable. Upon change of ownership of a business the new business owner will be required to meet current standards as defined herein and State Texas law before a permit will be issued.

(d) Multiple permits: A separate permit shall be required for every type food establishment and temporary food establishment whether situated in the same building or at a separate location, except that:

1. lounge operations located in the same building operating under the same liquor license will not require a separate permit unless potentially hazardous food is being served; and

2. establishments with minimal food handling involving limited preparation of potentially hazardous food (such as a snack bar) and under
common ownership may be grouped under one permit. All establishments with extensive food handling and/or open potentially hazardous foods will be required to have a separate permit.

(e) Suspension of permit: The health authority may suspend any permit to operate a food establishment if the operation of the establishment does not comply with the requirements of these Rules and Regulations, the laws of the State of Texas, or the operation of the food establishment otherwise constitutes an imminent health hazard. Before a permit is suspended, the holder of the permit, or the person in charge, shall be notified in writing that their permit may be suspended and that they are entitled to a hearing, if a request for hearing is made in writing to the authority within ten (10) days from the date the notice of suspension is received. If no written request for hearing is filed within ten (10) days, the permit will be suspended. The health authority may end the suspension any time if reasons for suspension no longer exist. When a permit is suspended, food service operations shall immediately cease.

(f) Revocation of permit: The health authority may, after providing notice and an opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the health authority in the performance of its duties. Prior to revocation, the health authority shall notify the holder of the permit, or the person in charge, in writing of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of ten (10) days following service of such notice unless a written request for a hearing is filed with the health authority by the holder of the permit within the ten (10) day period. If no written request for hearing is filed within the ten (10) days, revocation will be final.

(g) Service of notices: Notices shall be served in accordance with SEC. 8-13, the definition of “service of notice”, above. A copy of the notice shall be filed in the records of the health authority and in the office of the Director of Vice President of Airport Concessions, or to such other person as may be designated by the Airport Board.

(h) Hearings: The hearings provided for in these rules shall be conducted by the health authority at a time and place designated by it. Based upon the recorded evidence of such hearings, the health authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the office of the Director of Airport Concessions Department and the holder of the permit, license, or certificate.

(i) Right of appeal: Any permit holder who wishes to dispute the decision of a hearing may appeal the decision to the director of the health authority issuing the order being appealed.
(j) Application after revocation: When a revocation of a permit has become final, the holder of the revoked permit may make written application to the health authority for a new permit.

(k) Permit fees: Health permit fees, as established by the health authority, are due and payable directly to the health authority in the amounts and at the times specified by the health authority.

SEC. 8-16.8-9. INSPECTIONS.

(a) Pre-operational inspection: The health authority shall inspect any food establishment prior to its beginning operation to determine compliance with these rules this chapter.

(b) On-going operations: The health authority shall be entitled to inspect any food establishment at any time without prior notice in order to determine compliance with these rules this chapter.

SEC. 8-16.8-10. FOOD MANAGER CERTIFICATION.

(a) Requirements: A person commits an offense if he operates a food establishment at the Airport without a manager, or person in charge, who possesses a valid and current food manager’s certificate, or equivalent, approved by the health authority designated by resolution of the Airport Board. A certified manager, or person in charge, must be on duty during all hours of operation of any nonexempt food service establishment employing six (6) or more employees; provided that, only one certified manager, or person in charge, shall be required to be on duty during all hours of operation in each terminal building for food establishments under common ownership and operation. Only one certified manager, or person in charge, shall be required to be on duty during all hours of operation at each hotel.

(b) Manager’s certification: Upon written application and presentation of evidence of satisfactory completion of a food manager’s course, equivalent training or examination as approved by the health authority, the health authority shall issue a food manager’s certificate valid for three (3) years from the date of training or evaluation unless sooner revoked. Suspension or revocation of an establishment’s health permit by the health authority shall constitute cause for revocation of that manager’s certification. Whenever the food service operator holding the manager’s certificate terminates employment, is terminated, or is transferred to another food establishment, the person owning, operating or managing the food establishment shall be allowed sixty (60) days from the date of termination or transfer of the certificate holder, to comply with this section.
(c) Exemptions from certificate requirement: Temporary food establishments and persons participating as volunteer food handlers performing charitable activities for periods of fourteen (14) days or less may be exempted from the requirement for manager's certificate. Exemptions are within the discretion of the health authority.

SEC. 8-17.8-11. OPTIONS.

Notwithstanding the provisions of SEC. 8-14(d) and SEC. 8-16(a), this chapter which provide for grouping of food establishments under one permit, and one certified manager for food establishments under common ownership and operation, each business owner shall have the option to waive the grouping provisions and obtain one permit for each food establishment or temporary food establishment, and/or to maintain one certified manager, or person in charge, for each food establishment location.

ARTICLE III.
POOLS AND SPAS.

SEC. 8-20. PUBLIC SWIMMING POOL AND SPA PERMIT PROGRAM INSPECTIONS INTENT.

This section is intended to provide for pool safety and sanitation and to establish sanitary standards for public swimming pools and spas by adopting by reference the Texas Minimum Standards of Sanitation and Health Protection Measures and Design Standards for Public Swimming Pool Construction by requiring a permit for operation of public swimming pools and/or public spas.

SEC. 8-24.8-12. DESIGNATION OF HEALTH AUTHORITY.

The Airport Board shall by resolution designate from time to time a health authority for the purpose of ensuring minimum standards of environmental health and sanitation within the scope of that department's function.

SEC. 8-22.8-13. STATE REGULATIONS ADOPTED.

(a) The following statutory provisions are hereby adopted by reference: Texas Department of Health Minimum Standards of Sanitation and Health Protection Measures, Chapter 341, Subchapter D, Section 341.064 and Design Standards for Public Swimming Pool Construction, 25 TAC, Chapter 337, Section 337.71 through 337.96.

(b) A certified copy of each rule manual (above) shall be kept on file in the office of the Director of Airport Real Estate Commercial Development Department.

SEC. 8-23.8-14. DEFINITIONS.
All definitions in the Texas Minimum Standards and Health Protection Measures and Design Standards for Public Swimming Pool Construction are hereby incorporated by reference. In addition, the following definitions shall be understood.

**HEALTH AUTHORITY or REGULATORY AUTHORITY** shall be understood to mean the representatives of any health department or health agency designated by the Airport Board to enforce the provisions herein by resolution of the Airport Board.

**SERVICE OF NOTICE** provided for in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit.

**OWNERSHIP OF BUSINESS** shall mean the owner or operator of the business. Each new business owner or operator shall comply with these Rules and Regulations.

**PUBLIC SWIMMING POOL** shall mean an artificial body of water, including a spa, maintained expressly for public recreational purposes, swimming and similar aquatic sports or therapeutic purposes.

**SEC. 8-24.8-15. PUBLIC SWIMMING POOL AND SPA PERMITS.**

(a) Requirement: A person commits an offense if he operates a public swimming pool and/or public spa at the Airport without possessing a current and valid health permit issued by the health authority designated by resolution of the Airport Board.

(b) Posting: A valid permit shall be posted in public view in a conspicuous place at the public swimming pool and/or public spa.

(c) Non-transference (Change of ownership): Permits issued under the provisions of this article are not transferable. Upon change of ownership of a business the new business owner will be required to meet current standards as defined herein and State law before a permit will be issued.

(d) Separate permits: A separate permit shall be required for every public swimming pool and/or public spa, whether situated in the same building or at a separate location.

(e) Suspension of permit: The health authority may suspend any permit to operate a public swimming pool and/or public spa if the operation of the establishment does not comply with the requirements of these Rules and Regulations, State Texas laws or the operation of the establishment otherwise constitutes an imminent health hazard. Before a permit is suspended, the holder of the permit or the person in charge, shall be
notified in writing that their permit may be suspended and that they are entitled to a hearing if a request for hearing is made in writing to the authority within ten (10) days from the date the notice of suspension is received. If no written request for hearing is filed within ten (10) days, the permit will be suspended. The health authority may end the suspension any time if reasons for suspension no longer exist. When a permit is suspended, use of the public swimming pool and/or public spa shall immediately cease.

(f) Revocation of permit: The health authority may, after providing notice and an opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the health authority in the performance of its duties. Prior to revocation, the health authority shall notify the holder of the permit, or the person in charge, in writing of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of ten (10) days following service of such notice unless a written request for a hearing is filed with the health authority by the holder of the permit within the ten (10) day period. If no written request for hearing is filed within the ten (10) days, revocation will be final.

(g) Service of Notices: Notices shall be served in accordance with SEC. 8-23 the definition of "service of notice", above. A copy of the notice shall be filed in the records of the health authority and in the office of the Director/Vice President of Airport–Real–EstateCommercial Development, or to such other person as may be designated by the Airport Board.

(h) Hearings: The hearings provided for in these rules shall be conducted by the health authority at a time and place designated by it. Based upon the recorded evidence of such hearings, the health authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the office of the Director/Vice President of Airport–Real–EstateCommercial Development and the holder of the permit, license, or certificate.

(i) Right of appeal: Any permit holder who wishes to dispute the decision of a hearing may appeal the decision to the director of the health authority issuing the order being appealed.

(j) Application after revocation: When a revocation of a permit has become final, the holder of the revoked permit may make written application to the health authority for a new permit.

(k) Permit fees: Health permit fees, as established by the health authority, are due and payable directly to the health authority in the amounts and at the times specified by the health authority.

SEC. 8-25.8-16. INSPECTIONS.
(a) Pre-operational inspection: The health authority shall inspect any public swimming pool and/or public spa prior to its beginning operation to determine compliance with these rules.

(b) On-going operations: The health authority shall be entitled to inspect any public swimming pool and/or public spa at any time without prior notice in order to determine compliance with these rules.

SEC. 8-26.8-17. PUBLIC POOL/SPA MANAGER CERTIFICATION.

(a) Requirement: A person commits an offense if he operates a public swimming pool and/or spa at the Airport without a manager or person in charge, who possesses a valid and current pool/spa manager's certificate or equivalent, approved by the health authority designated by resolution of the Airport Board. Pool and/or spa managers shall have at least one certified pool manager employed to maintain the pools/spas per location.

(b) Manager's certification: Upon written application and presentation of evidence of satisfactory completion of a pool/spa manager's course, equivalent training or examination as approved by the health authority, the health authority shall issue a pool/spa manager's certificate valid for one (1) year from the date of training or evaluation unless sooner revoked. Suspension or revocation of an establishment's health permit by the health authority shall constitute cause for revocation of that manager's certification. Whenever the public pool/spa manager holding the certificate terminates employment or is terminated or transferred, the business shall be allowed sixty (60) days from this termination or transfer date to provide a new certificate holder.

(c) This requirement is applicable even if pool maintenance operations are contracted to an outside company.
# DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
## OFFICIAL BOARD ACTION/RESOLUTION

<table>
<thead>
<tr>
<th>Date</th>
<th>Committee</th>
<th>Subject</th>
<th>Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/05/2020</td>
<td>Finance/Audit</td>
<td>Baggage Reconciliation/Tracking System Maintenance and Support</td>
<td></td>
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## Action
That the Chief Executive Officer or designee be authorized to increase Contract No. 7006099, for Baggage Reconciliation/Tracking System Maintenance and Support with ARINC, Incorporated, a part of Collins Aerospace, of Annapolis, Maryland, in an amount not to exceed $387,909.00, for a revised Contract amount of $1,267,275.25.

## Description
- Extend the Contract for Baggage Reconciliation System (BRS) Maintenance and Support in support of efficient baggage handling at DFW Airport.

## Justification
- This action will enable the continued maintenance and support of the recently upgraded BRS system.
- System helps improve on-time departure by providing real-time tracking of bags.
- Supports airline operations and customer satisfaction by reducing mishandled bags.
- New revised Contract completion date of March 31, 2023.

## D/S/M/WBE Information
- The annual goal for the SBE Program is 20%.
- In accordance with the Board's historical SBE Program, no goal was set for this contract due to the nature of the procurement (Government Code Exemption).

## Schedule/Term
- Current Contract Completion Date: March 31, 2020
- Revised Contract Completion Date: March 31, 2023

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
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## For Information contact
- Michael Youngs
  - 3-5350
- Shannon Hamilton
  - 3-5620

<table>
<thead>
<tr>
<th>Fund</th>
<th>Project #</th>
<th>External Funding Source</th>
<th>Amount</th>
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<tr>
<td>Operating Fund</td>
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<td>$387,909.00</td>
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</table>
By Resolution No 2014-09-219, the Board approved the award of Contract No. 7006099, with ARINC, Incorporated, Annapolis, Maryland.

The services of this Contract are exempt from competitive bidding, in accordance with Local Government Code 252.022, as they are available from only one source.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase Contract No. 7006099, for Baggage Reconciliation/Tracking System Maintenance and Support with ARINC, Incorporated, a part of Collins Aerospace, of Annapolis, Maryland, in an amount not to exceed $387,909.00, for a revised Contract amount of $1,267,275.25.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:44 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:13 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:45 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Information Technology Svcs
Feb 19, 2020 10:10 am

Chief Executive Officer
Pending
Date
**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**  
**OFFICIAL BOARD ACTION/RESOLUTION**

<table>
<thead>
<tr>
<th>Date</th>
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<tr>
<td>03/05/2020</td>
<td>Finance/Audit</td>
<td>Enterprise Storage and Data Protection</td>
<td></td>
</tr>
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</table>

**Action**  
That the Chief Executive Officer or designee be authorized to execute Contract No. 7006911, for Enterprise Storage and Data Protection, with Storage Assessments, LLC of Plano, Texas, in an amount not to exceed $2,595,628.67, for the initial one-year term of the Contract, with options to renew for four additional one-year periods.

**Description**
- Award a Contract for Enterprise Storage and Data Protection in support of the Airport’s technology needs.

**Justification**
- Replaces a Contract that has been in place for five years.
- The new Contract provides approximately $550,000 annually for continued hardware maintenance on DFW’s enterprise storage solution.
- This Contract also provides a mechanism to replace end of life equipment and to add additional storage capacity, if necessary, estimated to be $2,045,628.67 over the life of the contract.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- In accordance with the Board’s SBE Program, no SBE goal was set for this contract due to nature of the procurement (Finished Goods/Products).
- Storage Assessments, LLC. is a certified Small Business Enterprise (WF-C) and will count toward the Board's overall SBE Program goal.

**Schedule/Term**
- Start Date: April 2020  
- Contract Term: One year, with four one-year renewal options

<table>
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<tr>
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<th>Action Amount</th>
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<td>NTE</td>
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<td>$0</td>
</tr>
</tbody>
</table>

**For Information contact**  
- Michael Youngs  
  Fund: Various  
  Project #: Various  
  External Funding Source: $2,595,628.67  
  Amount: $2,595,628.67  
  Contact: 3-5350
- Joy Tuider  
  Contact: 3-5634
Additional Information

- One bid, from an SBE firm, was received on or before the due date of February 7, 2020.
- Storage Assessments, LLC, of Plano, Texas, is the lowest responsive, responsible Bidder and is the incumbent.
- Projected Total of the Contract including renewals, if approved, is $4,795,628.67.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No. 7006911, for Enterprise Storage and Data Protection, with Storage Assessments, LLC of Plano, Texas, in an amount not to exceed $2,595,628.67, for the initial one-year term of the Contract, with options to renew for four additional one-year periods.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:46 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:12 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:45 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Information Technology Svcs
Feb 19, 2020 5:05 pm

Chief Executive Officer
Pending
Date
Item For Discussion
Report to the Airport Board all Contracts valued between $25,000.00 and $50,000.00, and Contracts Increases/Decreases valued between $25,000.00 and $50,000.00, for the month of January 2020.

Description
- Report to the Airport Board all Contracts valued between $25,000.00 and $50,000.00, and Contracts Increases/Decreases valued between $25,000.00 and $50,000.00, for the month of January 2020.
### PURCHASE ORDERS BETWEEN $25,000.00 AND $50,000.00 (JANUARY 2020)

<table>
<thead>
<tr>
<th>VENDOR/LOCATION</th>
<th>PO/CONTRACT NO.</th>
<th>DESCRIPTION</th>
<th>DEPARTMENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core &amp; Main LP</td>
<td>276375</td>
<td>Water Main System</td>
<td>Energy, Transportation &amp; Asset Management</td>
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<tr>
<td>St. Louis, Missouri</td>
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<tr>
<td></td>
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<tr>
<td>DFW Shooting Sports LLC</td>
<td>276694</td>
<td>Ammunition</td>
<td>Department of Public Safety</td>
<td>$40,440.00</td>
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<tr>
<td>Bedford, Texas</td>
<td></td>
<td></td>
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<td>Paid to Date: $0.00</td>
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</tr>
<tr>
<td>RSR Group, Inc.</td>
<td>276701</td>
<td>Rifles</td>
<td>Department of Public Safety</td>
<td>$49,665.50</td>
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<tr>
<td>Fort Worth, Texas</td>
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<td></td>
<td></td>
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<tr>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Wilson Office Interiors LLC</td>
<td>276698</td>
<td>DFW Seating Prototype</td>
<td>Customer Experience</td>
<td>NTE $30,961.33</td>
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<td>Dallas, Texas</td>
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<td>Paid to Date: $0.00</td>
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<td><strong>TOTAL</strong></td>
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<td>AMOUNT</td>
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<td>--------------------------------------</td>
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<td>---------------------------------</td>
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</tr>
<tr>
<td>Valley Solvents &amp; Chemicals</td>
<td>7006879</td>
<td>Sulfuric Acid</td>
<td>Energy, Transportation &amp; Asset Management</td>
<td>NTE $40,720.00</td>
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<td>TOTAL</td>
<td>$40,720.00</td>
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### CONTRACT/PURCHASE ORDER INCREASES/DECREASES ($25,000 OR GREATER)

**Approved by Board Staff Under Their Delegated Authority – January 2020**

<table>
<thead>
<tr>
<th>VENDOR/LOCATION</th>
<th>PO/CONTRACT NO.</th>
<th>DESCRIPTION</th>
<th>DEPARTMENT</th>
<th>CONTRACT DATA</th>
</tr>
</thead>
</table>
| ARINC, Incorporated, a part of Collins Aerospace Annapolis, Maryland | 7006099 | Baggage Reconciliation/Tracking System Maintenance and Support | Information Technology Services | Contract Value: $844,647.25  
This Action: $34,719.00  
Revised Contract Value: $879,366.25  
Paid to Date: $703,575.98 |
| Beacon Emergency Services Team P.A. dba Best EMS Dallas, Texas | 8005151 | Medical Director Services | Department of Public Safety | Contract Value: $95,000.00  
This Action: $47,500.00  
Revised Contract Value: $142,500.00  
Paid to Date: $84,324.16 |
| Cantey Hanger LLC Fort Worth, Texas | 8004974 | Legal Services – Environmental Matters | Legal | Contract Value: $642,500.00  
This Action: $48,750.00  
Revised Contract Value: $691,250.00  
Paid to Date: $603,943.14 |
| Kaplan Kirsch & Rockwell, LLP Denver, Colorado | 8005064 | Legal Services – FAA Rules & Regulations on Commercial Development Opportunities | Legal | Contract Value: $73,000.00  
This Action: $48,750.00  
Revised Contract Value: $121,750.00  
Paid to Date: $70,325.12 |
| Littler Mendelson PC Dallas, Texas | 8005067 | Legal Services – Litigation Services | Legal | Contract Value: $205,000.00  
This Action: $48,750.00  
Revised Contract Value: $253,750.00  
Paid to Date: $215,086.87 |
| Littler Mendelson PC Dallas, Texas | 8005119 | Legal Services – Litigation Services | Legal | Contract Value: $297,750.00  
This Action: $48,750.00  
Revised Contract Value: $346,500.00  
Paid to Date: $306,654.16 |
| West Publishing Corporation dba West, a Thomson Reuters Business Eagan, Minnesota | 7006144 | Web based Data Delivery Platform – Law Enforcement | Department of Public Safety | Contract Value: $105,624.96  
This Action: $27,505.08  
Revised Contract Value: $133,130.04  
Paid to Date: $96,740.09 |
| **TOTAL** | | | | **$304,724.08** |
CONCESSIONS/COMMERCIAL DEVELOPMENT COMMITTEE


Consent Items for Consideration

Kevin Smith 40. Approve execution of two Purchase Orders for Box Trucks: 276670 to Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of $77,340.00; and 276713 to Chastang Enterprises Houston LLC dba Chastang Ford of Houston, Texas, in the amount of $72,300.00. Total award amount is $149,640.00.

Action Items for Consideration

Kevin Smith 41. Approve execution of Purchase Order No. 276690, for Trash Receptacles, to Forms and Surfaces, Inc., of Pittsburgh, Pennsylvania, in the amount of $578,657.00.

42. Approve execution of Contract No. 7006906, for Passenger Terminal Foam Hand Soap, with The Home Depot Pro, of Fort Worth, Texas, in an amount not to exceed $1,085,400.00, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.

Zenola Campbell 43. Approve amendment to Concession leases in Terminal D impacted by sales falling below the anticipated sales threshold.
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

<table>
<thead>
<tr>
<th>Date</th>
<th>Committee</th>
<th>Subject</th>
<th>Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/05/2020</td>
<td>Concessions/Commercial</td>
<td>Box Trucks</td>
<td></td>
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<tr>
<td></td>
<td>Development</td>
<td></td>
<td></td>
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</table>

**Action**

That the Chief Executive Officer or designee be authorized to execute two Purchase Orders for Box Trucks: 276670, to Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of $77,340.00; and 276713 to Chastang Enterprises Houston LLC dba Chastang Ford of Houston, Texas, in the amount of $72,300.00. Total award amount is $149,640.00.

**Description**

- Purchase three Box Trucks for the Airport's Customer Experience Department.

**Justification**

- Airport staff members are now serving the Terminal A and C custodial operations. With the service areas of the added Airport passengers and American Airlines' back office spaces, additional resources are needed to provide continued exceptional customer experience.
- The trucks will be used to transport trash, as well as supplies and materials to and from the Terminals.

**D/S/M/WBE Information**

- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board’s SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**

- Purchase Date: March 2020
- Delivery Date: October 2020

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
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</thead>
<tbody>
<tr>
<td>276670</td>
<td></td>
<td>$77,340.00</td>
<td>$0</td>
<td></td>
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<tr>
<td>276713</td>
<td></td>
<td>$72,300.00</td>
<td>$0</td>
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**For Information contact**

<table>
<thead>
<tr>
<th>Kevin Smith</th>
<th>DFW Capital Acct</th>
<th>26833-01</th>
<th>$149,640.00</th>
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</thead>
<tbody>
<tr>
<td>3-8402</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keith White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-5638</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Additional Information

- Two bids, none from an SBE firm, were received on or before the due date of January 7, 2020.
- Bid Tabulation attached.
- Caldwell Country Chevrolet, of Caldwell, Texas, is the lowest responsive, responsible Bidder.
- The purchase from Chastang Enterprises Houston LLC dba Chastang Ford, Houston, Texas, will be made through an Interlocal Agreement with the Texas Association of School Boards (BuyBoard), in accordance with Board Resolution No. 2006-08-246, dated August 3, 2006.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute two Purchase Orders for Box Trucks: 276670, to Caldwell Country Chevrolet, of Caldwell, Texas, in the amount of $77,340.00; and 276713 to Chastang Enterprises Houston LLC dba Chastang Ford of Houston, Texas, in the amount of $72,300.00. Total award amount is $149,640.00.

Approved as to Form by
Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:51 pm

Approved as to Funding by
Miyashita, Glenn
Assistant Vice President Capital Planning Finance
Feb 20, 2020 1:11 pm

Approved as to M/WBE by
Burks Lee, Tamela
Vice President Business Diversity and Development
Feb 20, 2020 12:46 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by
Department Head
Customer Service
Feb 19, 2020 9:01 am

Chief Executive Officer
Pending
Date
### Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caldwell Country Chevrolet</td>
<td>$77,340.00</td>
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<tr>
<td>Caldwell, Texas</td>
<td></td>
</tr>
<tr>
<td>Industrial Power Truck &amp; Equipment</td>
<td>$94,172.74</td>
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<tr>
<td>Fort Worth, Texas</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

1. Pricing variance due to dealership make and model selection.
Date: 03/05/2020
Committee: Concessions/Commercial Development
Subject: Trash Receptacles
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276690, for Trash Receptacles, to Forms and Surfaces, Inc., of Pittsburgh, Pennsylvania, in the amount of $578,657.00.

**Description**
- Purchase 250 trash receptacles and fabricate/install labeling for all trash receptacles for the Airport's Customer Experience Department.

**Justification**
- The new trash cans will replace existing units in Terminals A, C, and E, and add units to other terminal areas due to increased passenger volume at the Airport.
- The current trash can units were purchased in 2002 and are at the end of their useful life.
- This purchase order also includes fabrication and installation of new labels for all 550 trash receptacles. The new labels are designed to improve recycling yield.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**
- Purchase Date: March 2020
- Delivery Date: May 2020

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>276690</td>
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<td>$0</td>
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</table>

**For Information contact**
Kevin Smith
3-8402
Keith White
3-5638

<table>
<thead>
<tr>
<th>Fund</th>
<th>Project #</th>
<th>External Funding Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>DFW Capital Acct</td>
<td>26840-01</td>
<td></td>
<td>$578,657.00</td>
</tr>
</tbody>
</table>
Additional Information

- This purchase will be made through an Interlocal Agreement with TXMAS, in accordance with Board Resolution No. 94-08-214, dated August 4, 1994.

---

**BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 276690, for Trash Receptacles, to Forms and Surfaces, Inc., of Pittsburgh, Pennsylvania, in the amount of $578,657.00.

<table>
<thead>
<tr>
<th>Approved as to Form by</th>
<th>Approved as to Funding by</th>
<th>Approved as to M/WBE by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rodriguez, Elaine</td>
<td>Miyashita, Glenn</td>
<td>Burks Lee, Tamela</td>
</tr>
<tr>
<td>Legal Counsel</td>
<td>Assistant Vice President Capital Planning</td>
<td>Vice President Business Diversity and Development</td>
</tr>
<tr>
<td>Feb 20, 2020 3:55 pm</td>
<td>Finance</td>
<td>Business Diversity and Development</td>
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<tr>
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<td>Feb 20, 2020 1:10 pm</td>
<td>Feb 20, 2020 12:47 pm</td>
</tr>
</tbody>
</table>

**SIGNATURE REQUIRED FOR APPROVAL**

Approved by

Department Head
Customer Service
Feb 19, 2020 9:02 am

Pending

Chief Executive Officer  Date
Date 03/05/2020
Committee Concessions/Commercial Development
Subject Passenger Terminal Foam Hand Soap
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to execute Contract No. 7006906, for Passenger Terminal Foam Hand Soap, with The Home Depot Pro, of Fort Worth, Texas, in an amount not to exceed $1,085,400.00, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.

**Description**
- Award a Contract for Foam Hand Soap in support of the Airport's Customer Experience Department.

**Justification**
- This Contract will provide foam soap supplies for dispensers that will be installed in all airside restrooms for Terminals A, B, C, D, & E.

**D/S/M/WBE Information**
- The annual goal for the SBE Program is 20%.
- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).

**Schedule/Term**
- Start Date: April 2020
- Contract Term: Two years, with three one-year options.

**For Information contact**
- Kevin Smith
  - 3-8402
- David Foster
  - 3-2988

<table>
<thead>
<tr>
<th>Contract #</th>
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<table>
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<tr>
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<tr>
<td>Operating Fund</td>
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<td>$1,085,400.00</td>
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</table>
### Additional Information

- Nine bids, including five SBE or HUB firms, were received on or before the due date of February 7, 2020.
- Bid tabulation attached.
- The Home Depot Pro, of Fort Worth, Texas, is the lowest responsive, responsible Bidder.
- Projected Total of Contract including all renewals, if approved, is $2,713,500.00.

### BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute Contract No. 7006906, for Passenger Terminal Foam Hand Soap, with The Home Depot Pro, of Fort Worth, Texas, in an amount not to exceed $1,085,400.00, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.

**Approved as to Form by**

Rodriguez, Elaine  
Legal Counsel  
Feb 20, 2020 1:58 pm

**Approved as to Funding by**

Miyashita, Glenn  
Assistant Vice President Capital Planning  
Finance  
Feb 20, 2020 1:10 pm

**Approved as to M/WBE by**

Burks Lee, Tamela  
Vice President Business Diversity and Development  
Business Diversity and Development  
Feb 20, 2020 12:52 pm

### SIGNATURE REQUIRED FOR APPROVAL

**Approved by**

Department Head  
Customer Service  
Feb 19, 2020 9:02 am

Chief Executive Officer  
Date

Pending
### Contract No. 7006906
### Passenger Terminal Foam Hand Soap
### Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Home Depot Pro</td>
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<tr>
<td>Fort Worth, Texas</td>
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<tr>
<td>Veritiv Operating Company</td>
<td>$1,109,250.00</td>
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<td>Carrollton, Texas</td>
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<tr>
<td>Torrez Paper Company&lt;sup&gt;N1&lt;/sup&gt;</td>
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<td>Farmers Branch, Texas</td>
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<td>Pollock Investments, Inc.</td>
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<td>Ferguson Facilities Supply</td>
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<td>Matera Paper Company, Inc. dba</td>
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<td>Ferguson Facilities Supply</td>
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<tr>
<td>Complete Supply, Inc.&lt;sup&gt;N3&lt;/sup&gt;</td>
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<td>The Bargain Source&lt;sup&gt;N1&lt;/sup&gt;</td>
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<tr>
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<td>Southlake, Texas</td>
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<td>Simba Industries&lt;sup&gt;N2&lt;/sup&gt;</td>
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<tr>
<td>Grapevine, Texas</td>
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</tr>
</tbody>
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**Note:**

1. SBE – Certified through the North Central Texas Certification Agency
2. SBE – Certified through the Texas Department of Transportation
3. HUB – State of Texas
4. Higher priced bids are from product resellers versus authorized distributors for the manufacturer’s products.
Date 03/05/2020  
Committee Concessions/Commercial Development  
Subject Amend Leases to Percent Only in lieu of Minimum Annual Guarantee Rent  
Resolution #

**Action**
That the Chief Executive Officer or designee be authorized to amend Concession leases in Terminal D impacted by sales falling below the anticipated sales threshold.

**Description**
- This action would authorize staff to amend Lease Agreements for retail concession locations to reflect a suspension of the Minimum Annual Guarantee.
- Concessionaire shall pay Percent Rents as defined in their respective Lease Agreement for one year in light of the impact of decreased Asian traffic due the the Corona Virus.
- All other lease terms defined in the Lease Agreement shall remain in effect.
- See the attached for specific locations.

**Justification**
- The breakpoint for any lease is the sales threshold above which the Concessionaire would be required to pay percentage rent in addition to the Minimum Annual Guarantee.
- The canceling of flights to China impacts the retail segment.

**D/S/M/WBE Information**
- The existing ACDBE and M/WBE commitments will continue to apply to the respective lease terms.

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
<th>Revised Amount</th>
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</thead>
<tbody>
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</table>

For Information contact  
Zenola Campbell  
3-4830  
Fund  
Project #  
External Funding Source  
Amount  
$0
BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to amend Concession leases in Terminal D impacted by sales falling below the anticipated sales threshold.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 20, 2020 3:55 pm

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:10 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 20, 2020 12:47 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Feb 20, 2020 10:29 am

Pending

Chief Executive Officer
Date
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<tr>
<th>Location and Gate</th>
<th>Company</th>
<th>Contract Number</th>
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<td>Duty Free Americas Dallas, LLC</td>
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<tr>
<td>Jo Malone D24</td>
<td>Estee Lauder Terminal D Joint Venture</td>
<td>009428</td>
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<tr>
<td>MAC D24</td>
<td>Estee Lauder Terminal D Joint Venture</td>
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<td>HDS &amp; Partners at DFW, LLC</td>
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<td>Hugo Boss D25</td>
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<td>The Range D36</td>
<td>The Jethro Pugh Shops II, LLC</td>
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DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date
03/05/2020
Committee
Full Board
Subject
Settlement of lawsuit Rondellte R. Frazier, et al v. DFW Airport Board
Resolution #

Action
That the Chief Executive Officer or designee be authorized to execute an agreement settling the lawsuit styled Rondellte R. Frazier, individually and on behalf of all others similarly situated v. DFW Airport Board.

Description

- This action would settle the above-referenced lawsuit by payment of $165,000 to settle all claims. $72,248.77 will be paid to the Plaintiff's attorney, $8,000.00 will be paid to lead Plaintiff, Rondellte R. Frazier, and the remainder of $84,751.23 will be split between the 32 participating plaintiffs in proportion to the amount of overtime worked.

Justification

- This is a collective action on behalf of civilian security officers of DFW Airport alleging violation of the Fair Labor Standards Act (FLSA) for not paying overtime for the hours in excess of 40 that they worked performing off-duty contract work for construction contractors on airport property during the Terminal Renewal Improvement Program project. This was a disputed claim and the settlement is to avoid the additional expense of trying the case.

D/S/M/WBE Information

- N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Legal Settlements).

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<tr>
<th>Contract #</th>
<th>Agreement #</th>
<th>Purchase Order #</th>
<th>Action Amount</th>
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For Information contact
Elaine Rodriguez
3-5487

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<th>Fund</th>
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<td>Operating Fund</td>
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Additional Information:

The settlement, subject to Board approval, was reached at a mediation on January 22, 2020.

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute an agreement settling the lawsuit styled Rondelle R. Frazier, individually and on behalf of all others similarly situated v. DFW Airport Board.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Feb 19, 2020 11:19 am

Approved as to Funding by

Miyashita, Glenn
Assistant Vice President Capital Planning
Finance
Feb 20, 2020 1:20 pm

Approved as to M/WBE by

Burks Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Feb 19, 2020 10:45 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Legal
Feb 19, 2020 9:14 am

Chief Executive Officer

Pending
Date