AGENDA
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
August 1, 2024
8:30 a.m.

MEETING PLACE
2400 AVIATION DRIVE
BOARD ROOM – DFW AIRPORT HEADQUARTERS BUILDING
DFW AIRPORT, TX 75261

This meeting location is accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting James W. Baker III at 972 973-4829, or T.D. 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

For DFW Airport Board Meeting Information or to register to speak at a Board Meeting, please call 972 973-4829 by 5:00 p.m. the day before the meeting.

Consent Agenda – all items under this heading are a part of the Consent Agenda and require little or no deliberation by the Board. Approval of the Consent Agenda authorizes the Chief Executive Officer or his designee to implement each item in accordance with staff recommendation.

A closed executive session may be held with respect to a posted agenda item if the discussion concerns one of the following:

1. Contemplated or pending litigation or matters where legal advice is requested of the Board's Legal Counsel. Texas Government Code Section 551.071.

2. Discussion concerning sale or lease of real property, or negotiated contracts for donations to the Board, when such discussions would have a detrimental effect on the negotiating position of the Board. Texas Government Code Section 551.072.

3. Personnel matters involving discussions of the qualifications or performance of identifiable individuals already employed or being considered for employment by the Board. Texas Government Code Section 551.074.

4. The deployment, or specific occasions for implementation, of security personnel or devices. Texas Government Code Section 551.076.

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AGENDA

A. Invocation – Chaplain Gary Turner

B. Pledge of Allegiance

C. Announcements

D. Financial Report – Chris Poinsatte

E. Approve Minutes of the Regular Board Meeting of June 6, 2024

OPERATIONS COMMITTEE

	1.	Approve Minutes of the Operations Committee Meeting of June 4, 2024.

Consent Items for Consideration

Tammy Huddleston	2.	Approve that the Airport Board ratify contract no. PA1422, for C-39 Triturator Blockage Removal with Gilbert May, Inc. dba Phillips/May Corporation of Dallas, Texas, in an amount not to exceed $387,000, for the 106 calendar-day term of the contract.
	3.	Approve that the Chief Executive Officer or designee be authorized to increase contract no. 9500786, DPS Police Outdoor Range Upgrades, with Tegrity Contractors, Inc., of Allen, Texas, in an amount not to exceed $450,000, for a revised not to exceed contract amount of $8,780,764.63.

Action Items for Consideration

Tammy Huddleston	4.	Approve that the Chief Executive Officer or designee be authorized to increase contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed $2,825,000, for a revised not to exceed contract amount of $100,190,857.09.
	5.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1391, for Skylink MSF & 8 Stairwells Fence Replacement, with Batson-Cook Company of Irving, Texas, in an amount not to exceed $2,948,389, for the 240 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $120,000, for a total action amount of $3,068,389.
	6.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1365, for Rental Car Center Interior Lighting, with FS 360, LLC, of McKinney, Texas, in an amount not to exceed $3,140,800, for the 301 calendar-day term of the contract.
	7.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1080, for Skylink Stations A, B, C and E HVAC Control System Replacement, with Real Network Services, Inc., of Dallas, Texas, in an amount not to exceed $12,573,587.94, for the 425 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,260,000, for a total action amount of $13,833,587.94.

8. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1350, for design and construction of Holistic Airside Restroom Program (HARP) Group 3, with Swinerton Builders of Dallas, Texas, in an amount not to exceed $16,500,000, for the 557 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,200,000, for a total action amount of $17,700,000.

9. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1349, for Terminal C Garage and Roadways South, with Suffolk-3i, A Joint Venture, LLC of Dallas, Texas, in an amount not to exceed $132,423,807, for the 690 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $13,000,000, for a total action amount of $145,423,807.

Robert Rodriguez

10. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1430, for Ford OEM Parts and Repairs, with Planet Ford Dallas Love Field of Dallas, Texas, in an amount not to exceed $1,267,995, for the three-year term of the contract.

11. Approve that the Chief Executive Officer or designee be authorized to execute contract no, PA1383, Traffic Signal Maintenance Services, with Paradigm Traffic Systems, Inc., of Arlington, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000; for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

12. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1467, for Snow/Ice Removal Equipment Parts with M-B Companies of Chilton, Wisconsin, for the initial three-year contract amount of $1,200,000, and one, one-year option in the amount of $400,000 for a total estimated contract amount of $1,600,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

13. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1075, for Terminal F Commissioning Services, with Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas in an amount not to exceed $2,500,000, for the four-year term of the contract.

14. Approve that the Chief Executive Officer or designee be authorized to execute two contracts for Heavy Equipment Rentals: contract no. PA1394 with United Rentals (North America), LLC of Stamford, Connecticut, in an amount not to exceed $3,318,549.51 for the three-year term of the contract; and PA1438 with Sunbelt Rentals, Inc., of Fort Mill, South Carolina, in an amount not to exceed $3,589,286.97 for the three-year term of the contract. Total amount of this action is $6,907,836.48.

JT Taylor	15.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1303, for Security System Training, with SSi, Inc., of Phoenix, Arizona, for the initial two-year contract amount of $780,100, and three, one-year options in the amount of $235,400, for a total estimated contract amount of $1,015,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

FINANCE, AUDIT, and IT COMMITTEE

	16.	Approve the minutes of the Finance, Audit, and IT Committee Meeting of June 4, 2024
Abel Palacios	17.	Financial Report.
Aaron Munoz	18.	Department of Audit Services' Quarterly Audit Update.

Consent Item for Consideration

Catrina Gilbert	19.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1355 for Emergency Cleaning of Bloodborne Pathogens with All Janitorial Professional Services, Inc. of Plano, Texas, for the initial one-year contract amount of $14,050, and four, one-year options in the amount of $60,543.35, for a total estimated contract amount of $74,593.35; and the Chief Executive Officer of designee is authorized to exercise options year at the Airport's discretion.
	20.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1386, for Workers' Compensation Program, with TRISTAR Claims Management Services, Inc., of Long Beach, California, for the initial one-year contract amount of $60,828, and four, one-year options in the amount of $268,683, for a total estimated contract amount of $329,511; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.
Donnell Harvey	21.	Approve that the Chief Executive Officer or designee be authorized to execute a Reimbursement Agreement with American Airlines, Inc., for the Design of Terminal Airside GSE Battery Charger Replacement Project in an amount not to exceed $233,395.00.
Heath Montgomery	22.	Approve that the Chief Executive Officer or designee be authorized to increase contact no. PA1217, for State Legislative Consulting Services with Strategies 360 Texas, LLC, of Austin, Texas, in an amount not to exceed $90,000, for a revised not to exceed contract amount of $450,000.
Cyril Puthoff	23.	Approve that the Chief Executive Officer or designee be authorized to increase and extend contract no. 8005200, Health Risk Assessment with Meliora Technology, LLC of Fort Worth, Texas, in an amount not to exceed $48,000, for revised not to exceed contract amount of $327,000.

	24.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1451, for ADP Tax Compliance Solutions, with ADP, Inc., of Philadelphia, Pennsylvania, for the initial two-year contract amount of $91,000, and three, one-year options in the amount of $67,500 for a total estimated contract amount of $158,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.
	25.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1465, for Business Acumen Training with Acumen Learning, LLC, of Orem, Utah, in an amount not to exceed $198,000, for the three-year term of the contract.
Michael Youngs	26.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1405 for Cyber Security Software with Acalvio Technologies, Inc., of Santa Clara, California, for the initial one-year contract amount of $66,000, and the four, one-year options in the amount of $264,000, for a total estimated contract amount of $330,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Action Items for Consideration

Jodie Brinkerhoff	27.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1482, for Innovation Skills and Foundations Training, with HMW Innovate LLC dba GIANT Innovation, of New York, New York, for the initial five-year contract amount of $1,765,766, with five, one-year options in the amount of $1,925,000, for a total estimated contract amount of $3,690,766 and that the Chief Executive Officer or designee is authorized to exercise options year at the Airport's discretion.
Bruce Collins	28.	Approve that the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts less than $10,000,000, for the first quarter of Fiscal Year 2025.
	29.	Approve that the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts more than $10,000,000, for the first quarter of Fiscal Year 2025.
Cindy Demers	30.	Approve that the Airport Board approves the attached resolution, approving the form of the Preliminary Official Statement (POS) prepared in connection with the sale of the Dallas Fort Worth International Airport Joint Revenue Bonds issued under the 68th Supplemental Bond Ordinance and authorizes the Authorized Officers to take any necessary actions in connection with the sale of the Bonds.
Catrina Gilbert	31.	Approve that the Chief Executive Officer or designee be authorized to fund additional insurance coverage required for the Rolling Owner Controlled Insurance Program (ROCIP) through the Broker of Record, Willis Towers Watson of Texas, Inc., in the amount of $25,000,000.
Chris Poinsatte	32.	Approve that the Airport Board approve the Fiscal Year 2025 Operating Revenue and Expense Fund Budget.

33. Approve that the Chief Executive Officer or designee be authorized to approve the Schedule of Charges as amended for Fiscal Year 2025.

Cyril Puthoff

34. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1377, for Catering Food Truck Services, with D"Carbo Inc., of Cedar Hill, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000, for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.

Michael Youngs

35. Approve that the Airport Board ratify contract no. PA1469, for Cyber Security Services, Deloitte & Touche LLP, of Dallas, Texas, in an amount not to exceed $435,817, for the one-year term of the contract.

36. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1441, for Identification Management System with Iron Bow Technologies, LLC, of Herndon, Virginia, for the initial two-year contract amount of $2,780,776.52, and five, one-year options in the amount of $1,239,986.84, for a total estimated contact amount of $4,020,763.36; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

37. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1287, for AirShield GPS Wireless Security, with Alliance Technology Group, of Hanover, Maryland, for the initial five-year contract amount of $333,907.50, and one, five-year options in the amount of $333,907.50, for a total estimated contract amount of $667,815; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

38. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1480 for Fleet Management Solution with AssetWorks Inc., of Wayne, Pennsylvania, in an amount not to exceed $740,643, for the five-year term of the contract.

39. Approve that the Chief Executive Officer or designee be authorized to executed contract PA1307 for Security Systems Consulting Services with The Evolvers Group LP, of Flower Mound, Texas, for the initial two-year contract amount of $1,279,200, and one, one-year option in the amount of $639,600, for a total estimated contract amount of $1,918,800; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

40. Approve that the Chief Executive Officer or designee be authorized to execute contract PA1361 for MuleSoft Software License with Carahsoft Technology Corp. of Reston, Virginia, for the four-year contract amount of $3,035,681.55.

41. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1410 for Bus Tracking and Passenger Counting System and Hardware with ETA Transit Systems, Inc., of Boca Raton, Florida, in an amount not to exceed $6,476,394, for the five-year term of the contract.

42. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1379, for Enterprise Infrastructure as a Service Agreement with Presidio Networked Solutions Group, LLC of Irving, Texas, for the initial one-year contact amount of $6,500,000, and four, one-year options in the amount of $26,000,000, for a total estimated contract amount of $32,500,000. Each renewal option will be brought back to the Board for approval.

Discussion Items

43. Contract Deductive Change Orders

44. Solicitation Rejection Report

CONCESSIONS/COMMERCIAL DEVELOPMENT COMMITTEE

45. Approve the minutes of the Concessions/Commercial Development Committee Meeting of June 4, 2024

Action Items for Consideration

Dean Ahmad

46. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1464, for Portable Toilet Rental and Cleaning Services, with United Rentals (North America) dba Reliable Onsite Services, of Forest Hill, Texas, in an amount not to exceed $832,000, for the five-year term of the contract.

47. Approve that the Chief Executive Officer or designee be authorized to issue purchase order no. DFW5119 for Terminal Shuttle Bus Replacement with Creative Bus Sales, Inc., of Irving, Texas, in the amount of $6,751,731.84.

John Brookby

48. Approve that the Chief Executive Officer or designee be authorized to execute a lease amendment with Frontier Southwest Incorporated to extend the lease by five years at 2740 South Service Road.

Sharon McCloskey

49. Approve that the Chief Executive Officer or designee be authorized to increase and extend contract no. 7006770, for Terminal D Custodial Services with APPRO, Inc., of Dallas, Texas, in an amount not to exceed $3,951,201.31, for a revised not to exceed contract amount of $52,865,611.12.

FULL BOARD

50. Registered Speakers (items unrelated to agenda items)

51. Next Committee meetings – September 3, 2024
Next Regular Board meeting – September 5, 2024

AGENDA
OPERATIONS COMMITTEE MEETING
Tuesday, July 30, 2024
12:30 p.m.

OPERATIONS COMMITTEE

1. Approve Minutes of the Operations Committee Meeting of June 4, 2024.

Consent Items for Consideration

Tammy Huddleston

2. Approve that the Airport Board ratify contract no. PA1422, for C-39 Triturator Blockage Removal with Gilbert May, Inc. dba Phillips/May Corporation of Dallas, Texas, in an amount not to exceed $387,000, for the 106 calendar-day term of the contract.

3. Approve that the Chief Executive Officer or designee be authorized to increase contract no. 9500786, DPS Police Outdoor Range Upgrades, with Tegrity Contractors, Inc., of Allen, Texas, in an amount not to exceed $450,000, for a revised not to exceed contract amount of $8,780,764.63.

Action Items for Consideration

Tammy Huddleston

4. Approve that the Chief Executive Officer or designee be authorized to increase contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed $2,825,000, for a revised not to exceed contract amount of $100,190,857.09.

5. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1391, for Skylink MSF & 8 Stairwells Fence Replacement, with Batson-Cook Company of Irving, Texas, in an amount not to exceed $2,948,389, for the 240 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $120,000, for a total action amount of $3,068,389.

6. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1365, for Rental Car Center Interior Lighting, with FS 360, LLC, of McKinney, Texas, in an amount not to exceed $3,140,800, for the 301 calendar-day term of the contract.

7. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1080, for Skylink Stations A, B, C and E HVAC Control System Replacement, with Real Network Services, Inc., of Dallas, Texas, in an amount not to exceed $12,573,587.94, for the 425 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,260,000, for a total action amount of $13,833,587.94.

8. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1350, for design and construction of Holistic Airside Restroom Program (HARP) Group 3, with Swinerton Builders of Dallas, Texas, in an amount not to exceed $16,500,000, for the 557 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,200,000, for a total action amount of $17,700,000.

9. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1349, for Terminal C Garage and Roadways South, with Suffolk-3i, A Joint Venture, LLC of Dallas, Texas, in an amount not to exceed $132,423,807, for the 690 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $13,000,000, for a total action amount of $145,423,807.

Robert Rodriguez

10. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1430, for Ford OEM Parts and Repairs, with Planet Ford Dallas Love Field of Dallas, Texas, in an amount not to exceed $1,267,995, for the three-year term of the contract.

11. Approve that the Chief Executive Officer or designee be authorized to execute contract no, PA1383, Traffic Signal Maintenance Services, with Paradigm Traffic Systems, Inc., of Arlington, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000; for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

12. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1467, for Snow/Ice Removal Equipment Parts with M-B Companies of Chilton, Wisconsin, for the initial three-year contract amount of $1,200,000, and one, one-year option in the amount of $400,000 for a total estimated contract amount of $1,600,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

13. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1075, for Terminal F Commissioning Services, with Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas in an amount not to exceed $2,500,000, for the four-year term of the contract.

14. Approve that the Chief Executive Officer or designee be authorized to execute two contracts for Heavy Equipment Rentals: contract no. PA1394 with United Rentals (North America), LLC of Stamford, Connecticut, in an amount not to exceed $3,318,549.51 for the three-year term of the contract; and PA1438 with Sunbelt Rentals, Inc., of Fort Mill, South Carolina, in an amount not to exceed $3,589,286.97 for the three-year term of the contract. Total amount of this action is $6,907,836.48.

JT Taylor

15. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1303, for Security System Training, with SSi, Inc., of Phoenix, Arizona, for the initial two-year contract amount of $780,100, and three, one-year options in the amount of $235,400, for a total estimated contract amount of $1,015,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	C39 Triturator Blockage	

Action

That the Airport Board ratify contract no. PA1422, for C-39 Triturator Blockage Removal with Gilbert May, Inc. dba Phillips/May Corporation of Dallas, Texas, in an amount not to exceed $387,000, for the 106 calendar-day term of the contract.

Description

- Ratify the contract for C-39 Triturator Blockage Removal.

Justification

- Triturators are used for the disposal and processing of aircraft lavatory waste before being released into the sanitary sewer system.
- A severe blockage was discovered in the triturator near C39, rendering it inoperative. Due to the potential impacts on airline operations, it was imperative that this matter be addressed expeditiously.
- This contract includes all work necessary to remove the blockage and return the triturator to operation, and modifications to the system to prevent major blockages in the future.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- Not subject to a goal per the Board's M/WBE policy due to the nature of the procurement. (Contract Ratification/Reconciliation).

Schedule/Term

- Start Date: June 2024
- Contract Duration: 106 calendar-days

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1422			NTE $387,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Esmeralda Ramirez 3-1743	Operating Fund			$387,000

Additional Information

- The purchase is exempt from public procurement in accordance to Local Government Code 252.223, as it is a procurement necessary to preserve or protect the public health and safety of the Airport's traveling public, tenants and employees.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board ratify contract no. PA1422, for C-39 Triturator Blockage Removal with Gilbert May, Inc. dba Phillips/May Corporation of Dallas, Texas, in an amount not to exceed $387,000, for the 106 calendar-day term of the contract.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 11:58 am	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:39 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 3:56 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 9:22 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	DPS Police Outdoor Range Upgrades	

Action
That the Chief Executive Officer or designee be authorized to increase contract no. 9500786, DPS Police Outdoor Range Upgrades, with Tegrity Contractors, Inc., of Allen, Texas, in an amount not to exceed $450,000, for a revised not to exceed contract amount of $8,780,764.63.

Description

- Increase the contract for DPS Police Outdoor Range Upgrades in support of the Airport's Department of Public Safety.

Justification

- The scope of this contract includes rehabilitation and upgrades to the DPS Outdoor Range. This action includes the following changes:
  - ♦ The original scope of work included extending an existing roadway further into the Explosive Ordinance Disposal area. Due to unforeseen conditions encountered at the site, modifications to the new roadway subgrade are needed to ensure long term durability.
  - ♦ Removal and disposal of lead contaminated soil continues to be more than originally anticipated in the contract documents.
  - ♦ Due to differing site conditions, the required depth for the building and retaining wall foundation piers needed to be increased.
- This action provides compensation for the additional resources and time needed to accommodate these changes.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 31%
- Tegrity Contractors, Inc. committed to achieving 31% M/WBE participation on this contract and is currently achieving 24.70%

Schedule/Term

- The contract completion date of July 30, 2024, will be extended by 123 calendar-days.

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
9500786			NTE $450,000	$8,780,764.63

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Abigail Burch 3-1725	Joint Capital Acct	2678801		$450,000

Resolution #

Additional Information

- On September 1, 2022, by Resolution No. 2022-09-211, the Airport awarded contract no. 9500786, DPS Police Outdoor Range Upgrades to Tegrity Contractors, Inc., of Allen, Texas.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase contract no. 9500786, DPS Police Outdoor Range Upgrades, with Tegrity Contractors, Inc., of Allen, Texas, in an amount not to exceed $450,000, for a revised not to exceed contract amount of $8,780,764.63.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 12:00 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:40 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 3:56 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 9:23 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation Term C South, A North, and Proposed Airfield Lighting Vault	

Action

That the Chief Executive Officer or designee be authorized to increase contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed $2,825,000, for a revised not to exceed contract amount of $100,190,857.09.

Description

- Increase the contract for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault.

Justification

- This contract included work sites throughout the active east side ramps and airfield. At many of the work sites the contractor encountered unknown underground utilities, requiring the contractor to rephase the work and utilize additional resources to manage the unforeseen conditions.
- This action provides compensation for the additional resources needed to accommodate these changes.

D/S/M/WBE Information

- The annual goal for the M/WBE program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 31%
- Reyes Group, Ltd., a certified Minority Business Enterprise (HM-C), has committed to achieving 31% M/WBE participation utilizing 10.4% subcontracting participation and 31% self-performance; and is currently achieving 13.13% M/WBE subcontracting participation and self-performing 43.62%.

Schedule/Term

- The contract completion date of May 20, 2025, is not affected by this action.

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
9500779			NTE $2,825,000	$100,190,857.09

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Ilse De La Rosa 3-1730	Joint Capital Acct	2690811		$2,825,000

Additional Information

- On August 4, 2022, by Resolution No. 2022-08-156, the Airport awarded contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, to Reyes Group, Ltd., of Grand Prairie, Texas.
- Increases to contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, to Reyes Group, Ltd., of Grand Prairie, Texas, were approved November 3, 2022, by Resolution No. 2022-11-277, June 8, 2023, by Resolution No. 2023-06-152, and November 2, 2023, by Resolution No. 2023-11-268.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase contract no. 9500779, for Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, with Reyes TX, Inc., of Grand Prairie, Texas, in an amount not to exceed $2,825,000, for a revised not to exceed contract amount of $100,190,857.09.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:07 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:41 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 3:57 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 9:24 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	**Committee**	**Subject**	**Resolution #**
08/01/2024	Operations	Skylink Maintenance Storage Facility & 8 Stairwells Fence Replacement	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1391, for Skylink MSF & 8 Stairwells Fence Replacement, with Batson-Cook Company of Irving, Texas, in an amount not to exceed $2,948,389, for the 180 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $120,000, for a total action amount of $3,068,389.

Description

- Award a construction contract for Skylink Maintenance Storage Facility (MSF) & 8 Stairwells Fence Replacement.

Justification

- Perimeter fences at the Skylink Maintenance Service Facility and at eight stairwells providing access to the Skylink Guideway, were installed prior to the facilities opening in 2005 and are in need of replacement.
- This contract provides the required replacement and upgrades to the perimeter fences at all locations.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 17%
- Batson-Cook Company has committed to achieving 17% WBE participation utilizing Universal Fence Company (WF-C)

Schedule/Term

- Start Date: August 2024
- Contract Duration: 180 calendar days

Contract #	**Agreement #**	**Purchase Order #**	**Action Amount**	**Revised Amount**
PA1391			NTE $3,068,389	$0

For Information contact	**Fund**	**Project #**	**External Funding Source**	**Amount**
Tammy Huddleston 3-6132 Katherine Jones 3-2709	Joint Capital Acct	2712401		$3,068,389

Additional Information

- Five bids, including two from M/WBE firms, were received on or before the due date of June 28, 2024.
- Bid tabulation attached.
- Batson-Cook Company of Irving, Texas, is the lowest, responsive and responsible bidder.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1391, for Skylink MSF & 8 Stairwells Fence Replacement, with Batson-Cook Company of Irving, Texas, in an amount not to exceed $2,948,389, for the 180 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $120,000, for a total action amount of $3,068,389.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 12:13 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:42 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 4:15 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 9:25 am

Pending

Chief Executive Officer Date

Contract No. PA1391
Skylink MSF & 8 Stairwells Fence Replacement
Bid Tabulation

Bidders	**Bid Amount**
Batson-Cook Company Irving, Texas	$2,948,389
Archer Western Construction, LLC Irving, Illinois	$3,146,312
Gilbert May, Inc. dba Phillips/May Corporation Dallas, Texas[N1]	$3,392,333
U.S. Fence & Gate, Inc. Orange, Texas	$3,710,910
Azteca Enterprises, LLC[N1] Dallas, Texas	$3,793,834.80
Note: 1. MBE certified through the North Central Texas Regional Certification Agency	

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Rental Car Center Interior Lighting	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1365, for Rental Car Center Interior Lighting, with FS 360, LLC, of McKinney, Texas, in an amount not to exceed $3,140,800, for the 301 calendar-day term of the contract.

Description

- Award a contract for Rental Car Center (RCC) Interior Lighting.

Justification

- The lighting fixtures in the RCC were installed during original construction of the facility which opened in 2000. The existing illumination levels in the public areas do not meet current Airport lighting level standards. The original fixtures have also reached the end of their service life and need to be replaced.
- This contract includes, but not limited to, the following:
  - ♦ Replace the existing fixtures with new LED fixtures and add fixtures where necessary to meet the current lighting level standards.
  - ♦ Replace existing black ceiling tiles with white tiles which will aid in meeting the current standards.
  - ♦ Install a new lighting control system which will allow for more flexibility in operating the new LED lights.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 18%
- FS 360, LLC, a certified Minority Business Enterprise (BM-C), has committed to achieving 41% through self-performance.

Schedule/Term

- Start Date: August 2024
- Contract Duration: 301 calendar days

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1365			NTE $3,140,800	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Abigail Burch 3-1725	PFIC	2705101		$3,140,800

Resolution #

Additional Information

- Two bids, both from M/WBE firms, were received on or before the due date of June 27, 2024.
- Bid tabulation attached.
- FS 360, LLC, of McKinney, Texas, is the lowest, responsive and responsible bidder.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1365, for Rental Car Center Interior Lighting, with FS 360, LLC, of McKinney, Texas, in an amount not to exceed $3,140,800, for the 301 calendar-day term of the contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 12:34 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:42 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:38 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Tammy Huddleston

Department Head

Jul 17, 2024 9:27 am

Pending

Chief Executive Officer Date

Contract No. PA1365
Rental Car Center Interior Lighting
Bid Tabulation

Bidders	**Bid Amounts**
FS 360, LLC[N1] McKinney, Texas	$3,140,800
Pecos Construction, LLC[N2] Irving, Texas	$3,371,126

Note:
1. MBE certified through the Dallas/Fort Worth Minority Supplier Development Council
2. MBE certified through the North Central Texas Regional Certification Agency

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Skylink Stations A, B, C and E HVAC Control System Replacement	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1080, for Skylink Stations A, B, C and E HVAC Control System Replacement, with Real Network Services, Inc., of Dallas, Texas, in an amount not to exceed $12,573,587.94, for the 425 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,260,000, for a total action amount of $13,833,587.94.

Description

- Award a contract for Skylink Stations A, B, C and E HVAC Control System Replacement.

Justification

- The existing building automation system (BAS) used to control HVAC systems in the Skylink stations in Terminals A, B, C, and E, was installed as part of the original Skylink construction and is not compatible with the Airport's current enterprise-wide HVAC control system. The existing BAS has also reached the end of its service life.
- This contract will replace the current BAS system in these eight Skylink stations, with a new system that will be integrated into the Airport's enterprise-wide HVAC control system, allowing for more efficient and effective control and monitoring of the overall system.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 20%
- Real Network Services, Inc., a certified MBE (HM-C) has committed to achieving 38% through self-performance.

Schedule/Term

- Start Date: August 2024
- Contract Duration: 425 calendar-days

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1080			NTE $13,833,587.94	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Ilse De La Rosa 3-1730	Joint Capital Acct	2696002		$13,833,587.94

Additional Information

- Real Network Services, Inc., of Dallas, Texas, MBE-certified through the North Central Texas Regional Certification Agency, submitted the responsive and responsible bid on or before the due date of June 19, 2024.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1080, for Skylink Stations A, B, C and E HVAC Control System Replacement, with Real Network Services, Inc., of Dallas, Texas, in an amount not to exceed $12,573,587.94, for the 425 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,260,000, for a total action amount of $13,833,587.94.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 12:35 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:43 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:39 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Tammy Huddleston

Department Head

Jul 17, 2024 9:27 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Holistic Airside Restroom Program Group 3	

Action
That the Chief Executive Officer or designee be authorized to execute contract no. PA1350, for design and construction of Holistic Airside Restroom Program (HARP) Group 3, with Swinerton Builders of Dallas, Texas, in an amount not to exceed $16,500,000, for the 557 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,200,000, for a total action amount of $17,700,000.

Description

- Award a contract for design and construction of the Holistic Airside Restroom Program Group 3, in support of the Airport's Customer Experience Department.

Justification

- This contract will renovate the Group 3 restrooms which are in Terminal A near Gate A18 and A38, Terminal D near Gate D36, and Terminal E near Gate E7. The work also includes associated infrastructure to support the renovated restrooms.
- The renovation and expansion of these restrooms will provide all new facilities and sufficient capacity for current and future demand, thereby enhancing the overall experience for our customers.

D/S/M/WBE Information

- The annual goal for the DBE Program is 20%.
- In accordance with the Board's DBE Program, the DBE goal for this contract is 20% for design and 15% for construction.
- Swinerton Builders has committed to achieving 27% DBE participation for design utilizing Access By Design (WF-C: 1%), Campos Engineering (HM-C:12%), Datum Rios (HM-C: 10%) and JBJ Technology (BM-C: 4%) and 15% DBE participation for construction. BDDD is in receipt of their compliance plan to achieve its commitment upon the release of their bid packages.

Schedule/Term

- Start Date: August 2024
- Contract Duration: 557 calendar days

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1350			NTE $17,700,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132	Joint Capital Acct	2699601		$4,425,000
Ayana Vivens 3-8012	Joint Capital Acct	2711001		$13,275,000

Resolution #

Additional Information

- Two proposals, none from M/WBE firms, were received on or before the due date of April 3, 2024:
  - Swinerton Builders of Dallas, Texas
  - H.C. Beck, Ltd., of Dallas, Texas
- Based on the evaluation of the qualification documents and interviews, the selection committee recommends award of the contract to Swinerton Builders of Dallas, Texas.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1350, for design and construction of Holistic Airside Restroom Program (HARP) Group 3, with Swinerton Builders of Dallas, Texas, in an amount not to exceed $16,500,000, for the 557 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $1,200,000, for a total action amount of $17,700,000.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:04 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:50 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:39 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Tammy Huddleston

Department Head

Jul 17, 2024 1:02 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Terminal C Garage and Roadways South	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1349, for Terminal C Garage and Roadways South, with Suffolk-3i, A Joint Venture, LLC of Dallas, Texas, in an amount not to exceed $132,423,807, for the 690 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $13,000,000, for a total action amount of $145,423,807.

Description

- Award a contract for Terminal C Garage and Roadways South.

Justification

- The existing four-level Terminal C South Garage has low floor to ceiling clearances which limits vehicle access and lacks elevators making customer navigation challenging. The garage does not have a parking guidance system and the structure has reached the end of its service life.
- This contract includes the demolition of the existing garage and construction of a new six-level parking garage. The new garage will have greater floor to ceiling clearances, two elevator/stair cores with dual elevators in each core, and a parking guidance system. It will also have roughly 700 more parking spaces than the current garage.
- This contract also includes infrastructure improvements at Terminal C including, but not limited to:
    - ♦ Rehabilitation of the Upper-Level Roadway and reconstruction of the Lower-Level Roadway adjacent to Terminal C South Garage.
    - ♦ Spot repairs and resurfacing the entire Terminal C Carousel Roadway.
    - ♦ Rehabilitation of existing utilities including water, sanitary sewer, and storm sewer infrastructure.

D/S/M/WBE Information

- The annual goal for the M/WBE program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 15%
- Suffolk Construction Company has committed to achieving 20.34% M/WBE utilizing the attached list of MWBE Subs.

Schedule/Term

- Start Date: August 2024
- Contract Duration: 690 calendar days

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1349			NTE $145,423,807	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Tammy Huddleston 3-6132 Katherine Jones 3-2709	Joint Capital Acct	2690830		$145,423,807

Resolution #

Additional Information

- Three bids, none from M/WBE firms, were received on or before the due date of June 13, 2024.
- Bid tabulation attached.
- The bid submitted by Comet by Stratus of San Antonio, Texas, was determined non-responsive as the submission did not meet the specifications outlined in the Airport's solicitation.
- Suffolk-3i, A Joint Venture, LLC Dallas, Texas, is the lowest, responsive and responsible bidder.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1349, for Terminal C Garage and Roadways South, with Suffolk-3i, A Joint Venture, LLC of Dallas, Texas, in an amount not to exceed $132,423,807, for the 690 calendar-day term of the contract; and execute change orders to such contract on an as-needed basis, in the aggregate amount not to exceed $13,000,000, for a total action amount of $145,423,807.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:05 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:50 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:39 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Tammy Huddleston

Department Head

Jul 17, 2024 1:02 pm

Pending

Chief Executive Officer Date

Contract No. PA1349
Terminal C Garage and Roadways South
Bid Tabulation

Bidders	Bid Amount
Suffolk-3i, A Joint Venture, LLC Dallas, Texas	$132,423,807
Archer Western Construction, LLC Irving, Texas	$145,896,183

Contract PA1349

Terminal C Garage & Roadways South

Suffolk 3i Joint Venture

M/WBE Subcontractors

Nova Landscape Group	PM-C	0.15%
	Total	**0.15%**
Nervi'	BF-C	0.09%
	Total	**0.09%**
3i Construction Management	BM-C	1.32%
Trinity Elise	BM-C	0.32%
	Total	**1.64%**
Cowtown Redimix	WF-C	9.26%
Lindamood, Inc.	WF-C	6.08%
Naylor Commercial Interiors	WF-C	0.17%
Parking Guidance Systems	WF-C	1.97%
	Total	**17.48%**
Cherry Coatings	HM-C	0.10%
Oscar Orduno	HM-C	0.88%
	Total	**0.98%**

Overall Total **20.34%**

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Ford Automotive Parts & Repairs	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1430, for Ford OEM Parts and Repairs, with Planet Ford Dallas Love Field of Dallas, Texas, in an amount not to exceed $1,267,995, for the three-year term of the contract.

Description

- Award a contract for Ford OEM Parts and Repairs in support of the Airport's Energy, Transportation & Asset Management Department.

Justification

- Replaces an existing contract that has been in place for three years.
- This contract supports dealership service repairs and the supply of parts for all of the Airport's 161 Ford vehicles.
- Parts received will be original equipment manufacturer parts.
- Parts will be purchased on an as-needed basis, and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Goods/Finished Products)

Schedule/Term

- Start Date: September 2024
- Contract Term: Three years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1430			NTE $1,267,995	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Robert Rodriguez 3-1783 Melissa Turner 3-5632	Operating Fund			$1,267,995

Additional Information

- Planet Ford Dallas Love Field of Dallas, Texas, not a M/WBE firm, submitted the responsive and responsible bid on or before the due date of July 1, 2024.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1430, for Ford OEM Parts and Repairs, with Planet Ford Dallas Love Field of Dallas, Texas, in an amount not to exceed $1,267,995, for the three-year term of the contract.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:07 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:43 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:41 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Energy & Transportation Mgmt
Jul 17, 2024 11:11 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Traffic Signal Maintenance Services	

Action

That the Chief Executive Officer or designee be authorized to execute contract no, PA1383, Traffic Signal Maintenance Services, with Paradigm Traffic Systems, Inc., of Arlington, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000; for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for Traffic Signal Maintenance Services in support of the Airport's Energy, Transportation & Asset Management Department.

Justification

- This contract will provide on-call services to inspect, maintain, and repair all 32 traffic signalized intersections, including the Centracs Advance Traffic Management Systems, at 16 intersections.
- This contract will allow for purchase of parts on an as-needed basis for the repair and extension of the system.
- This contract will supplement in-house personnel and provides 24/7 maintenance and repair services.
- This award will allow flexibility in responding to service requests.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to the limited availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: One year, with four, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1383			NTE $1,500,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Robert Rodriguez 3-1783 Peggy Watkins 3-5619	Operating Fund			$1,500,000

Resolution #

Additional Information

- This contract will be made through the Texas Association of School Boards (BuyBoard), contract no. 603-20, which is available to local Government agencies and was approved by Resolution No. 2006-08-246, dated August 3, 2006.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no, PA1383, Traffic Signal Maintenance Services, with Paradigm Traffic Systems, Inc., of Arlington, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000; for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:11 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:43 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:42 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Energy & Transportation Mgmt
Jul 17, 2024 11:12 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Snow/Ice Removal Equipment Parts	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1467, for Snow/Ice Removal Equipment Parts with M-B Companies of Chilton, Wisconsin, for the initial three-year contract amount of $1,200,000, and one, one-year option in the amount of $400,000 for a total estimated contract amount of $1,600,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for Snow/Ice Removal Equipment Parts in support of the Airport's Energy, Transportation & Asset Management Department.

Justification

- Replaces an existing contract that has been in place for ten years.
- Snow and ice removal equipment is the primary means of clearing winter precipitation from airfield paved surfaces.
- This contract will provide for the purchase of original equipment parts that are proprietary to the equipment.
- These parts will be used to maintain existing equipment and keep it in good working order.
- Parts will be purchased on an as-needed basis, and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Goods/Finished Products)

Schedule/Term

- Start Date: September 2024
- Contract Term: Three years with one, one-year option

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1467			NTE $1,600,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Robert Rodriguez 3-1783 Peggy Watkins 3-5619	Operating Fund			$1,600,000

Resolution #

Additional Information

- This contract will be through Sourcewell contract no. RFP111522, which is available to local Government agencies, and was approved by Resolution No. 2023-08-087, dated August 10, 2023.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1467, for Snow/Ice Removal Equipment Parts with M-B Companies of Chilton, Wisconsin, for the initial three-year contract amount of $1,200,000, and one, one-year option in the amount of $400,000 for a total estimated contract amount of $1,600,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:13 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:45 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:42 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Energy & Transportation Mgmt
Jul 17, 2024 11:12 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Commissioning Services - Terminal F	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1075, for Terminal F Commissioning Services, with Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas in an amount not to exceed $2,500,000, for the four-year term of the contract.

Description

- Award a contract for Indefinite Delivery of Commissioning Services in support of the Airport's Energy, Transportation & Asset Management Department.

Justification

- Provides professional engineering services to conduct the commissioning of Terminal F and associated new support facilities, systems and/or infrastructure including a new Skylink Station and Terminal E Expansion on a delivery order basis entailing MEP Systems, Civil Systems, Utility Systems, and Stormwater Systems.
- The services will be provided through an indefinite delivery arrangement under the direction of the Energy Transportation & Asset Management Commissioning Authority.
- Commissioning Services will include design, construction, and post construction/off-season system commissioning.
- Services will be ordered on an as-needed basis and the Airport is not obligated to purchase any quantity under the contract.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 25%
- Burns & McDonnell Engineering Company has committed to achieving 25% M/WBE participation utilizing the attached list of M/WBE Subs.

Schedule/Term

- Start Date: August 2024
- Contract Term: Four years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1075			NTE $2,500,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Robert Rodriguez 3-1783 Elton McKelvy 3-1991	Joint Capital Acct	2699001		$2,500,000

Additional Information

- Seven Statement of Qualifications, none from M/WBE firms, were received on or before the due date of May 21, 2024:
    - Bernhard TME, LLC of Coppell, Texas
    - Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas
    - Command Commissioning, LLC of Irving, Texas
    - EXP U.S. Services, Inc., of Dallas, Texas
    - Farnsworth Group, Inc., of Frisco, Texas
    - NV5 Consultants, Inc., of Austin, Texas
    - Smith Seckman Reid, Inc., of Fort Worth, Texas
- The State of Qualification submitted by Bernhard TME, LLC of Coppell, Texas, was determined non-responsive as the submission did not meet the qualifications outlined in the Airport's solicitation.
- Based on the evaluation of the qualification documents and interviews, the selection committee recommends award of the contract Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1075, for Terminal F Commissioning Services, with Burns & McDonnell Engineering Company, Inc., of Fort Worth, Texas in an amount not to exceed $2,500,000, for the four-year term of the contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:14 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:46 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:43 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Energy & Transportation Mgmt
Jul 17, 2024 11:12 am

Pending

Chief Executive Officer Date

Contract PA1075

Terminal F Commissioning Services

Burns & McDonnell Engineering Company, Inc.

M/WBE Subcontractors

DFW Consulting Group, Inc.	BM-C	6.00%
	Total	**6.00%**
Branch Pattern	IM-C	11.00%
	Total	**11.00%**
Meza Engineering, Inc.	HM-C	1.50%
Campos Engineering, Inc.	HM-C	2.00%
	Total	**3.50%**
Vic Thompson Company	WF-C	1.00%
C1S Group, Inc.	WF-C	3.00%
MEP Consulting Engineers, Inc.	WF-C	0.50%
	Total	**4.50%**
Overall Total		**25.00%**

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Heavy Equipment Rentals	

Action

That the Chief Executive Officer or designee be authorized to execute two contracts for Heavy Equipment Rentals: contract no. PA1394 with United Rentals (North America), LLC of Stamford, Connecticut, in an amount not to exceed $3,318,549.51 for the three-year term of the contract; and PA1438 with Sunbelt Rentals, Inc., of Fort Mill, South Carolina, in an amount not to exceed $3,589,286.97 for the three-year term of the contract. Total amount of this action is $6,907,836.48.

Description

- Award two contracts for Heavy Equipment Rentals in support of the Airport's Energy, Transportation & Asset Management Department

Justification

- Replaces two contracts that have been in place for two years.
- The award of two contracts provides backup in case the one vendor is unable to provide the desired equipment.
- This contract provides for heavy equipment rental and will provide staff with choices when sourcing equipment.
- Provides for rental of heavy equipment to achieve optimal performance, safely, efficiently and effectively.
- Vendors have a broad selection of premium rental equipment available, which meets the user needs.
- These contracts will provide flexibility and quick response when either replacement equipment is needed for equipment out of service or for additional equipment needed to complete work.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Equipment Leases/Rentals)

Schedule/Term

- Start Date: September 2024
- Contract Term: Three years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1394			NTE $3,318,549.51	$0
PA1438			NTE $3,589,286.97	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Robert Rodriguez 3-1783 Peggy Watkins 3-5619	Operating Fund			6,907,836.48

Additional Information

- Four bids, none from M/WBE firms, were received on or before the due date of June 4, 2024.
- Bid tabulation attached.
- United Rentals (North America), Inc. of Stamford, Connecticut; and Sunbelt Rentals, Inc., of Fort Mill, South Carolina, are the lowest, responsive and responsible bidders. Both have locations in the Dallas/Fort Worth metroplex.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute two contracts for Heavy Equipment Rentals: contract no. PA1394 with United Rentals (North America), LLC of Stamford, Connecticut, in an amount not to exceed $3,318,549.51 for the three-year term of the contract; and PA1438 with Sunbelt Rentals, Inc., of Fort Mill, South Carolina, in an amount not to exceed $3,589,286.97 for the three-year term of the contract. Total amount of this action is $6,907,836.48.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:20 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:46 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:43 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Energy & Transportation Mgmt
Jul 17, 2024 11:12 am

Pending

Chief Executive Officer Date

Contract No. PA1394
Heavy Equipment Rental
Bid Tabulation

Bidders	**Bid Amount**
United Rentals (North America), Inc. Dallas, Texas	$3,318,549.51
Sunbelt Rentals, Inc. Fort Mill, South Carolina	$3,589,286.97
H&E Equipment Services, Inc. Grand Prairie, Texas	$4,126,365
Herc Rentals, Inc. Fort Worth, Texas	$4,577,163

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Operations	Security System Training	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1303, for Security System Training, with SSi, Inc., of Phoenix, Arizona, for the initial two-year contract amount of $780,100, and three, one-year options in the amount of $235,400, for a total estimated contract amount of $1,015,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for Security System Training in support of the Department of Public Safety.

Justification

- Replaces an existing contract that has been in place for three years.
- This action will provide support to the Department of Public Safety and the Board's strategic goal of operational excellence by enhancing training of the security system for the Airport's safety, security, and operational preparedness.
- The consultant firm will update training courses for active badge holders which will allow for ongoing regulatory compliance and assist in the cultivation of an enhanced security culture at the Airport.

D/S/M/WBE Information

- the annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to no availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: Two years with three, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1303			NTE $1,015,500	$0

For Information contact	Fund	Project #	External Funding Source	Amount
JT Taylor 3-5379	Operating Fund			$235,400
Sara Ramirez 3-2995	Capital	2721501		$780,100

Additional Information

- Two proposals, none from M/WBE firms, were received on or before the due date of March 18, 2024:
  - ♦ SSi, Inc., Phoenix, Arizona
  - ♦ American Association of Airport Executives, Alexandria, Virginia
- Based on evaluations of the proposals submitted, the evaluation committee recommends award of the contract to SSi, Inc., of Phoenix, Arizona.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1303, for Security System Training, with SSi, Inc., of Phoenix, Arizona, for the initial two-year contract amount of $780,100, and three, one-year options in the amount of $235,400, for a total estimated contract amount of $1,015,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:21 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:58 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:46 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Public Safety
Jul 17, 2024 9:02 am

Pending

Chief Executive Officer Date

AGENDA
FINANCE, AUDIT, and IT COMMITTEE MEETING
Tuesday, July 30, 2024
12:45 p.m.

FINANCE, AUDIT, and IT COMMITTEE

16. Approve the minutes of the Finance, Audit, and IT Committee Meeting of June 4, 2024

Abel Palacios — 17. Financial Report.

Aaron Munoz — 18. Department of Audit Services' Quarterly Audit Update.

Consent Items for Consideration

Catrina Gilbert — 19. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1355 for Emergency Cleaning of Bloodborne Pathogens with All Janitorial Professional Services, Inc. of Plano, Texas, for the initial one-year contract amount of $14,050, and four, one-year options in the amount of $60,543.35, for a total estimated contract amount of $74,593.35; and the Chief Executive Officer of designee is authorized to exercise options year at the Airport's discretion.

20. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1386, for Workers' Compensation Program, with TRISTAR Claims Management Services, Inc., of Long Beach, California, for the initial one-year contract amount of $60,828, and four, one-year options in the amount of $268,683, for a total estimated contract amount of $329,511; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

Donnell Harvey — 21. Approve that the Chief Executive Officer or designee be authorized to execute a Reimbursement Agreement with American Airlines, Inc., for the Design of Terminal Airside GSE Battery Charger Replacement Project in an amount not to exceed $233,395.00.

Heath Montgomery — 22. Approve that the Chief Executive Officer or designee be authorized to increase contact no. PA1217, for State Legislative Consulting Services with Strategies 360 Texas, LLC, of Austin, Texas, in an amount not to exceed $90,000, for a revised not to exceed contract amount of $450,000.

Cyril Puthoff	23.	Approve that the Chief Executive Officer or designee be authorized to increase and extend contract no. 8005200, Health Risk Assessment with Meliora Technology, LLC of Fort Worth, Texas, in an amount not to exceed $48,000, for revised not to exceed contract amount of $327,000.
	24.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1451, for ADP Tax Compliance Solutions, with ADP, Inc., of Philadelphia, Pennsylvania, for the initial two-year contract amount of $91,000, and three, one-year options in the amount of $67,500 for a total estimated contract amount of $158,500; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.
	25.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1465, for Business Acumen Training with Acumen Learning, LLC, of Orem, Utah, in an amount not to exceed $198,000, for the three-year term of the contract.
Michael Youngs	26.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1405 for Cyber Security Software with Acalvio Technologies, Inc., of Santa Clara, California, for the initial one-year contract amount of $66,000, and the four, one-year options in the amount of $264,000, for a total estimated contract amount of $330,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Action Items

Jodie Brinkerhoff	27.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1482, for Innovation Skills and Foundations Training, with HMW Innovate LLC dba GIANT Innovation, of New York, New York, for the initial five-year contract amount of $1,765,766, with five, one-year options in the amount of $1,925,000, for a total estimated contract amount of $3,690,766 and that the Chief Executive Officer or designee is authorized to exercise options year at the Airport's discretion.
Bruce Collins	28.	Approve that the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts less than $10,000,000, for the first quarter of Fiscal Year 2025.
	29.	Approve that the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts more than $10,000,000, for the first quarter of Fiscal Year 2025.

Cindy Demers	30.	Approve that the Airport Board approves the attached resolution, approving the form of the Preliminary Official Statement (POS) prepared in connection with the sale of the Dallas Fort Worth International Airport Joint Revenue Bonds issued under the 68th Supplemental Bond Ordinance and authorizes the Authorized Officers to take any necessary actions in connection with the sale of the Bonds.
Catrina Gilbert	31.	Approve that the Chief Executive Officer or designee be authorized to fund additional insurance coverage required for the Rolling Owner Controlled Insurance Program (ROCIP) through the Broker of Record, Willis Towers Watson of Texas, Inc., in the amount of $25,000,000.
Chris Poinsatte	32.	Approve that the Airport Board approve the Fiscal Year 2025 Operating Revenue and Expense Fund Budget.
	33.	Approve that the Chief Executive Officer or designee be authorized to approve the Schedule of Charges as amended for Fiscal Year 2025.
Cyril Puthoff	34.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1377, for Catering Food Truck Services, with D"Carbo Inc., of Cedar Hill, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000, for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.
Michael Youngs	35.	Approve that the Airport Board ratify contract no. PA1469, for Cyber Security Services, Deloitte & Touche LLP, of Dallas, Texas, in an amount not to exceed $435,817, for the one-year term of the contract.
	36.	Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1441, for Identification Management System with Iron Bow Technologies, LLC, of Herndon, Virginia, for the initial two-year contract amount of $2,780,776.52, and five, one-year options in the amount of $1,239,986.84, for a total estimated contract amount of $4,020,763.36; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

37. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1287, for AirShield GPS Wireless Security, with Alliance Technology Group, of Hanover, Maryland, for the initial five-year contract amount of $333,907.50, and one, five-year options in the amount of $333,907.50, for a total estimated contract amount of $667,815; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

38. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1480 for Fleet Management Solution with AssetWorks Inc., of Wayne, Pennsylvania, in an amount not to exceed $740,643, for the five-year term of the contract.

39. Approve that the Chief Executive Officer or designee be authorized to executed contract PA1307 for Security Systems Consulting Services with The Evolvers Group LP, of Flower Mound, Texas, for the initial two-year contract amount of $1,279,200, and one, one-year option in the amount of $639,600, for a total estimated contract amount of $1,918,800; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

40. Approve that the Chief Executive Officer or designee be authorized to execute contract PA1361 for MuleSoft Software License with Carahsoft Technology Corp. of Reston, Virginia, for the four-year contract amount of $3,035,681.55.

41. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1410 for Bus Tracking and Passenger Counting System and Hardware with ETA Transit Systems, Inc., of Boca Raton, Florida, in an amount not to exceed $6,476,394, for the five-year term of the contract.

42. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1379, for Enterprise Infrastructure as a Service Agreement with Presidio Networked Solutions Group, LLC of Irving, Texas, for the initial one-year contact amount of $6,500,000, and four, one-year options in the amount of $26,000,000, for a total estimated contract amount of $32,500,000. Each renewal option will be brought back to the Board for approval.

<u>Discussion Items</u>

43. Contract Deductive Change Orders

44. Solicitation Rejection Report

KPIs and Financial Report – FY 2024

Nine months ending June 30, 2024 - Unaudited

Key Performance Indicator Scorecard

Nine months ending June 30, 2024 – Unaudited

Key Performance Indicator	YTD Target*	YTD Actual	Actual vs. Target	Actual Data As Of
Business Performance				
Achieve higher DFWCC Net Revenues. (Budget = $229.9M)	$178.8 M	$198.3 M		Jun-24
Achieve lower Airline Cost. (Budget = $613.3M)	$441.2 M	$412.3 M		Jun-24
Achieve higher total passengers. (FY24 Budget = 81.6M)	60.1 M	63.6 M		Jun-24
Customer Experience				
Achieve DFW survey overall satisfaction score.	4.52	4.51		Jun-24
Achieve DFW survey cleanliness & condition score.	4.49	4.52		Jun-24
Operational Excellence				
Achieve percent of waste diverted from landfills.	16.5%	16.1%		Jun-24
Safe, Secure and Resilient				
Achieve zero FAR 139 runway paint deficiencies.	0	EOY		EOY
Community Impact				
Achieve M/WBE, DBE and ACDBE goals.	3 of 3	3 of 3		Jun-24
Achieve M/WBE contract participation.	31%	31%		Jun-24
Achieve DBE contract participation.	20%	32%		Jun-24
Achieve ACDBE concessionaire participation.	31%	45%		Jun-24
Employee Engagement				
Stabilize voluntary turnover.	11.4%	8.5%		Jun-24
Strategic Imperatives/Initiatives				
Achieve Strategic Imperatives.	8 of 10	EOY		EOY

*100% target

Improved/Constant

Worse

End of Year/Quarter Completion

Key Performance Indicator Scorecard

Nine months ending June 30, 2024 – Unaudited

Key Strategic Imperatives / Initiatives	FY24 Target	YTD Actual	Actual vs. Target	Actual Data As Of
1. Reduce prepaid parking online (PPO) calls per 100 PPO transactions by 50% or more in Q4 of FY24.	50% less	EOY	■ (gray)	EOY
2. Develop a comprehensive fleet (busses and vehicles) management plan for consolidation and electrification.	Complete	EOY	■ (gray)	EOY
3. Implement pilot project for context-based customer service communications utilizing CRM.	Complete	EOY	■ (gray)	EOY
4. Develop microgrid strategy/business model, implementation plan, and pilot/test site.	Complete	EOY	■ (gray)	EOY
5. Complete 3 digital twin projects, one of which is the POC for passenger boarding bridges.	3	EOY	■ (gray)	EOY
6. Complete deployment of campus-wide private wireless network.	Complete	EOY	■ (gray)	EOY
7. Break ground on 4 projects as scheduled: IPRight, ARFF Stations, Eastside Light Vault, and East/West Connector breaking ground.	4	Complete	■ (green)	Mar-24
8. Pay 98% of invoices within 30 days in second half of FY24.	98%	EOY	■ (gray)	EOY
9. Implement a succession planning program for VPs and AVPs.	Complete	EOY	■ (gray)	EOY
10. Complete the job architecture for professional and non-professional (non-exempt) levels.	Complete	EOY	■ (gray)	EOY

■ (green) Improved/Constant
■ (yellow) Worse
■ (gray) End of Year/Quarter Completion

Key Performance Indicator Scorecard

Nine months ending June 30, 2024 – Unaudited

($ in millions)

Key Performance Indicator	Year-To-Date FY 2023 Actuals	Year-To-Date FY 2024 Actuals	Year-To-Date FY 2024 Budget	Actuals vs. Budget Increase/(Decrease)			FY 2024 Annual Budget
DFW CC Net Revenues	$185.8	$198.3	$173.2	$25.1	14.5%	Improved/Constant	$229.9
Total Expenditure Budget	$845.9	$892.2	$910.1	($17.9)	(2.0%)	Improved/Constant	$1,243.2
Airline Costs	$344.2	$412.3	$446.8	($34.6)	(7.7%)	Improved/Constant	$613.3
Total Passengers (Ms)	57.9	63.6	59.5	4.1	6.8%	Improved/Constant	81.6
Total Landed Weights (Bs)	35.5	38.3	37.3	1.0	2.7%	Improved/Constant	50.9

Results Status Bar

- Improved/Constant
- Worse

DFW Cost Center

Nine months ending June 30, 2024 – Unaudited

(in millions)	Year-To-Date FY 2023 Actuals	FY2024 Actuals	FY 2024 Budget	Actuals vs. Budget Increase/(Decrease)		FY 2024 Annual Budget
Revenues						
Parking	$157.5	$173.9	$163.9	$10.0	6.1%	$220.6
Concessions	85.1	96.6	88.9	7.7	8.6%	121.4
Rental Car	34.1	35.6	33.4	2.2	6.6%	44.6
Commercial Development	55.1	58.2	57.5	0.7	1.2%	77.0
Other Revenues	39.6	46.1	42.0	4.0	9.6%	56.8
Total Revenues	371.4	410.4	385.7	24.7	6.4%	520.4
DFW CC Expenditures						
Operating Expenditures	107.0	123.0	122.3	0.6	0.5%	167.8
Debt Service, net	34.5	47.3	48.0	(0.7)	(1.5%)	64.9
Total Expenditures	141.6	170.2	170.3	(0.1)	(0.1%)	232.8
Gross Margin - DFW Cost Center	229.8	240.2	215.4	24.7	11.5%	287.6
Less Transfers and Skylink						
DFW Terminal Contribution	4.5	0.0	0.0	0.0	0.0%	0.0
Skylink Costs	39.6	41.9	42.2	(0.3)	(0.8%)	57.7
Net Revenues	$185.8	$198.3	$173.2	$25.1	14.5%	$229.9

Airline Cost Centers

Nine months ending June 30, 2024 – Unaudited

(in millions)	Year-To-Date					FY 2024
	FY 2023 Actuals	FY2024 Actuals	FY 2024 Budget	Actuals vs. Budget Increase/(Decrease)		Annual Budget
Revenues						
Landing Fees	$54.8	$130.3	$126.8	$3.5	2.8%	$173.0
Other Airfield	11.6	12.4	11.7	0.7	5.8%	15.9
Terminal Leases	256.3	267.3	267.7	(0.4)	(0.1%)	355.1
FIS Fees	26.4	33.3	31.0	2.3	7.6%	42.9
Turn Fees	25.9	22.6	18.0	4.6	25.5%	24.9
Other Terminal	22.2	32.3	31.0	1.2	3.9%	42.0
Transfer from DFW Cost Center	99.0	101.3	82.5	18.8	22.8%	109.2
Total Revenues	496.1	599.5	568.7	30.8	5.4%	762.9
Expenditures						
Operating Expenditures	306.2	320.0	330.2	(10.2)	(3.1%)	454.9
Debt Service, net	236.2	225.4	228.8	(3.4)	(1.5%)	308.1
Total Expenditures	542.4	545.4	559.0	(13.5)	(2.4%)	762.9
Net Income/(Loss) before FRP	(46.3)	54.0	9.7	44.4	N/M	0.0
Federal Relief Proceeds (FRP)	68.6	0.0	0.0	0.0	0.0%	0.0
Net Income/(Loss)	22.3	54.0	9.7	$44.4	N/M	$0.0

Operating Fund – Total Expenditures

Nine months ending June 30, 2024 – Unaudited

(in millions)	Year-To-Date FY 2023 Actuals	FY2024 Actuals	FY 2024 Budget	Actuals vs. Budget Increase/(Decrease)		FY 2024 Annual Budget
Operating Expenditures						
Salaries and Wages	$122.8	$133.4	$131.4	$2.0	1.5%	$184.4
Benefits	55.7	59.7	62.0	(2.3)	(3.7%)	83.7
Facility Maintenance Contracts	90.4	91.0	92.7	(1.7)	(1.8%)	124.0
Other Contract Services	106.4	115.1	119.4	(4.3)	(3.6%)	162.9
Utilities	22.8	28.3	26.7	1.6	5.9%	37.7
Equipment and Other Supplies	19.9	18.7	21.3	(2.6)	(12.1%)	28.4
Insurance	9.1	10.7	11.2	(0.5)	(4.9%)	15.3
Fuels	2.9	3.2	3.4	(0.2)	(5.7%)	4.8
General, Administrative, and Other	18.2	19.0	20.8	(1.8)	(8.7%)	31.4
Total Operating Expenditures	448.2	479.0	488.8	(9.8)	(2.0%)	672.4
Debt Service, gross	397.7	413.2	421.3	(8.1)	(1.9%)	570.8
Total Operating Fund Expenditures	$845.9	$892.2	$910.1	($17.9)	(2.0%)	$1,243.2

DFW

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Biohazard Cleaning Services	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1355 for Emergency Cleaning of Bloodborne Pathogens with All Janitorial Professional Services, Inc. of Plano, Texas, for the initial one-year contract amount of $14,050, and four, one-year options in the amount of $60,543.35, for a total estimated contract amount of $74,593.35; and the Chief Executive Officer of designee is authorized to exercise options year at the Airport's discretion.

Description

- Award a contract for Biohazard Cleaning Services in support of the Airport's Risk Management Department.

Justification

- Replaces an existing contract that has been in place for five years.
- The Biohazard Cleaning Services contract supports the Board's Bloodborne Pathogens Policy.
- In the event of a biohazard occurrence and the need for emergency support services, the contract provider will be called to respond within a timely manner.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 13%.
- All Janitorial Professional Services, Inc., a certified Minority/Woman Business Enterprise (HF-C) has committed to achieving 100% through self-performance.

Schedule/Term

- Start Date: August 2024
- Contract Term: One year, with four, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1355			NTE $74,593.35	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Catrina Gilbert 3-5535 Jeremy Jones 3-2166	Operating Fund			$74,593.35

Additional Information

- All Janitorial Professional Services, Inc., of Plano, Texas, MBE certified through the North Central Texas Regional Certification Agency, submitted the responsive and responsible bid on or before the due date of June 14, 2024.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1355 for Emergency Cleaning of Bloodborne Pathogens with All Janitorial Professional Services, Inc. of Plano, Texas, for the initial one-year contract amount of $14,050, and four, one-year options in the amount of $60,543.35, for a total estimated contract amount of $74,593.35; and the Chief Executive Officer of designee is authorized to exercise options year at the Airport's discretion.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:22 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:59 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:46 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Pending

Jul 16, 2024 1:48 pm **Chief Executive Officer** Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	**Committee**	**Subject**	**Resolution #**
08/01/2024	Finance/Audit/IT	Workers' Compensation Program	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1386, for Workers' Compensation Program, with TRISTAR Claims Management Services, Inc., of Long Beach, California, for the initial one-year contract amount of $60,828, and four, one-year options in the amount of $268,683, for a total estimated contract amount of $329,511; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

Description

- Award a contract for Workers' Compensation Program in support of the Airport's Risk Management Department.

Justification

- Replaces an existing contract that has been in place for three years.
- The incumbent was the awardee of the contract.
- The contract will secure services for workers compensation claims administration services, including modified duty program, return to work program, fitness for duty assessments and claims assistance with fully insured long term disability program.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to limited availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: One year with four, one-year options

Contract #	**Agreement #**	**Purchase Order #**	**Action Amount**	**Revised Amount**
PA1217			NTE $329,511	$0

For Information contact	**Fund**	**Project #**	**External Funding Source**	**Amount**
Catrina Gilbert 3-5535 Helen Chaney 3-2523	Operating Fund			$329,511

Additional Information

- Two proposals, none from M/WBE firms, were received on or before the due date of June 3, 2024.
    - ♦ Athens Insurance Services, Inc., of San Antonio, Texas
    - ♦ TRISTAR Claim Management Services, Inc., of Long Beach, California
- Based on evaluations of the proposals submitted, the evaluation committee recommends award of the contract to TRISTAR Claims Management Services, Inc., of Long Beach, California.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1386, for Workers' Compensation Program, with TRISTAR Claims Management Services, Inc., of Long Beach, California, for the initial one-year contract amount of $60,828, and four, one-year options in the amount of $268,683, for a total estimated contract amount of $329,511; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:23 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 1:59 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:47 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 16, 2024 1:48 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Reimbursement Agreement with American Airlines, Inc., for the Terminal Airside GSE Battery Charger Replacement Project	

Action

That the Chief Executive Officer or designee be authorized to execute a Reimbursement Agreement with American Airlines, Inc., for the Design of Terminal Airside GSE Battery Charger Replacement Project in an amount not to exceed $233,395.00.

Description

- This agreement with AA is for the design to replace the Terminal Airside GSE Electric Vehicle Chargers airside older than ten years.
- The project will include modifications to the electrical infrastructure to accommodate the new charger power requirements.

Justification

- Current chargers are obsolete, and parts are no longer available. Currently having to salvage parts to keep some chargers in service.
- This project will require close coordination with affected stakeholders to minimize conflicts and improve project delivery, which AA can more efficiently plan and implement.

D/S/M/WBE Information

- American Airlines has set a 31% M/WBE goal on reimbursable agreement projects.
- American Airlines has committed to achieving a total of 100% M/WBE participation on design and awarded the contract to: MEP Consulting Engineers, Inc. (WBE: WF-C, 21%), CAET Project Management Consultants dba CAET PMC (WBE: WF-C, 56%) and Pure Associates, LLC dba Pure Construction Contracting (MBE: BM-C, 23%).
- The 100% committed participation excludes $30,443 in Owner's (American Airlines) contingency. Any M/WBE participation achieved on the contingency will be credited toward the M/WBE commitment.

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			$233,395.00	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Donnell Harvey 3-8090	Joint Capital Funding			$233,395.00

Additional Information

- DFW Signatory Airlines approved a Majority-In-Interest capital improvement request for the Terminal Airside GSE Battery Charger Replacement in October 2024.
- Future Board Actions for construction services will be brought forth for approval upon establishing a not to exceed amount for the total project.

Additional Attachments: **N**

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 Addendum #43 with American Airlines, Inc., for the Design of Terminal Airside GSE Battery Charger Replacement Project in an amount not to exceed $233,395.00.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:38 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 1:59 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:47 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 10:01 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	State Legislative Consulting Services	

Action

That the Chief Executive Officer or designee be authorized to increase contact no. PA1217, for State Legislative Consulting Services with Strategies 360 Texas, LLC, of Austin, Texas, in an amount not to exceed $90,000, for a revised not to exceed contract amount of $450,000.

Description

- Increase the contract for State Legislative Consulting Services in support of the Airport's Government Relations Department.

Justification

- This action will provide services to an existing state legislative advocacy contract.
- The contract will support the Government Relations Department as it advocates for the Airport's legislative priorities during the Texas Legislative Session.
- The services provided include, but are not limited to, advising and developing strategy for positions on proposed legislation including state legislative and regulatory activities; preparing testimony for public hearings held by legislative committees and state agencies; securing meetings with key decision makers; providing reports and other deliverables to aid in the Airport's advocacy efforts.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this Contract due to the limited availability of M/WBE firms that perform this service.

Schedule/Term

- The current contract completion date of February 4, 2028, is not affected by this action.

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1217			NTE $90,000	$450,000

For Information contact	Fund	Project #	External Funding Source	Amount
Heath Montgomery 3-2329 Helen Chaney 3-2523	Operating Fund			$90,000

Additional Information

- On January 11, 2024, by Resolution No. 2024-01-015, the Airport awarded contract no. PA1217, State Legislative Consulting Services to Strategies 360 Texas, LLC, of Austin, Texas.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase contact no. PA1217, for State Legislative Consulting Services with Strategies 360 Texas, LLC, of Austin, Texas, in an amount not to exceed $90,000, for a revised not to exceed contract amount of $450,000.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 1:39 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:00 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:50 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 8:15 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Health Risk Assessment	

Action

That the Chief Executive Officer or designee be authorized to increase and extend contract no. 8005200, Health Risk Assessment with Meliora Technology, LLC of Fort Worth, Texas, in an amount not to exceed $48,000, for revised not to exceed contract amount of $327,000.

Description

- Increase and extend the contract for Health Risk Assessment in support of the Airport's Human Resources Department.

Justification

- This action provides for continuous service as a new platform is implemented.
- The current Health Risk Assessment program supports 2,200 employees on their health and wellness goals.
- The replacement contract is a robust, interactive platform that will provide interconnectivity to other Airport systems.

D/S/M/WBE Information

- The annual goal for the historical SBE Program is 20%.
- In accordance with the Board's historical SBE Program, no SBE goal was determined due to the original contract being under $50,000.

Schedule/Term

- Current contract completion date: October 31, 2024
- Revised contract completion date: October 31, 2025

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
8005200			NTE $48,000	$327,000

For Information contact	Fund	Project #	External Funding Source	Amount
Cyril Puthoff 3-3400 Sara Ramirez 3-2995	Operating Fund			$48,000

Additional Information

- On April 30, 2018, Airport staff awarded contract no. 8005200, Health Risk Assessment with Meliora Technology, LLC of Fort Worth, Texas.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase and extend contract no. 8005200, Health Risk Assessment with Meliora Technology, LLC of Fort Worth, Texas, in an amount not to exceed $48,000, for revised not to exceed contract amount of $327,000.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:40 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:01 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 18, 2024 9:51 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Human Resources
Jul 17, 2024 8:39 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	ADP Payroll Compliance	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1451, for ADP Tax Compliance Solutions, with ADP, Inc., of Philadelphia, Pennsylvania, for the initial two-year contract amount of $91,000, and three, one-year options in the amount of $105,000, for a total estimated contract amount of $196,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for ADP Payroll Compliance in support of the Airport's Human Resources Department.

Justification

- This action adds a solution for government tax reporting purposes, W2 distribution, garnishments, and employment verification.
- Outsourcing these to ADP removes a large administrative burden from Payroll, HR, and Treasury and provides a better employee experience by making W2 access and employment verifications available on line 24/7.
- This solution de-risks the Workday HCM project by eliminating the need to build multiple interfaces with state and federal reporting agencies for tax reporting and garnishments.
- It also eliminates the need to provide former employees access to Workday to retrieve W2s.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to the limited availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: Two years, with three, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1451			NTE $196,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Cyril Puthoff 3-3400 Sara Ramirez 3-2995	Operating Fund			$196,000

Resolution #

Additional Information

- This contract will be through Omnia Partners contract no. R200701, which is available to local Government agencies, and was approved by Resolution No. 2003-01-022, dated January 9, 2003.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1451, for ADP Tax Compliance Solutions, with ADP, Inc., of Philadelphia, Pennsylvania, for the initial two-year contract amount of $91,000, and three, one-year options in the amount of $105,000, for a total estimated contract amount of $196,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 1:47 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:01 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:55 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Human Resources
Jul 17, 2024 8:38 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Business Acumen Training	

Action
That the Chief Executive Officer or designee be authorized to execute contract no. PA1465, for Business Acumen Training with Acumen Learning, LLC, of Orem, Utah, in an amount not to exceed $198,000, for the three-year term of the contract.

Description

- Award a contract for Business Acumen Training in support of the Airport's Human Resources Department.

Justification

- Replaces an existing contract that has been in place for two years.
- The Learning and Development team uses Acumen Learning's course offering of *Building Business Acumen* to fulfill an Airport leader competency of demonstrating business acumen.
- This customized offering was piloted in 2021 and continues to be an in-demand course.
- An additional learning option from Business Acumen, an eLearning library, will be offered as a component of a Manager's Training program for all Airport people leaders. The eLearning courses in this library use the same vocabulary and reinforce similar concepts as the more in-depth, in-person course offering, *Building Business Acumen*, providing consistency for learners across all business acumen learning.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to limited availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: Three years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1465			NTE $198,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Cyril Puthoff 3-3400 Jeremy Jones 3-2166	Operating Fund			$198,000

Additional Information

- This contract is a Specified Source.
- Acumen Learning, LLC, has customized the learning and training material specific to the Airport's needs.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1465, for Business Acumen Training with Acumen Learning, LLC, of Orem, Utah, in an amount not to exceed $198,000, for the three-year term of the contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:08 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:01 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:56 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Human Resources
Jul 17, 2024 8:40 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Cyber Security Software	

Action
That the Chief Executive Officer or designee be authorized to execute contract no. PA1405 for Cyber Security Software with Acalvio Technologies, Inc., of Santa Clara, California, for the initial one-year contract amount of $66,000, and the four, one-year options in the amount of $264,000, for a total estimated contract amount of $330,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for Cyber Security Software in support of the Airport's Cyber Security Program.

Justification

- Replaces an existing contract that has been in place for five years.
- The contract provides for licensing and maintenance of cybersecurity software.
- The software is needed to expand usage of software to the Airport's networks where operational technology is used.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE program, no M/WBE goal was set for this contract due to no availability.

Schedule/Term

- Start Date: September 2024
- Contract Term: One year with four, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1405			NTE $330,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5350 Rebecca Parrish 3-5772	Operating Fund			$330,000

Additional Information

- This contract will be made through Omnia Partners contract no. R1911902, which is available to local government agencies, and was approved by the Resolution No. 2003-01-22, dated January 9, 2003.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no, PA1405, Cyber Security Software with Acalvio Technologies, Inc., of Santa Clara, California, for the initial one-year contract amount of $66,000, and the four, one-year options in the amount of $264,000, for a total estimated contract amount of $330,000; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 3:17 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:51 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 7:56 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:12 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Innovation Skills and Foundations Training	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1482, for Innovation Skills and Foundations Training, with HMW Innovate LLC dba GIANT Innovation, of New York, New York, for the initial five-year contract amount of $1,765,766, with five, one-year options in the amount of $1,925,000, for a total estimated contract amount of $3,690,766 and that the Chief Executive Officer or designee is authorized to exercise options year at the Airport's discretion.

Description

- Award a contract for Innovation Skills and Foundations Training in support of the Airport's Innovation Department.
- This contract supports the continued deployment and expansion of the Airport's Innovation Skills Training Program, a program which delivers innovation skill-building and innovation engagement opportunities to all Airport employees.

Justification

- The successful Innovation Mindsets program, which was originally piloted in 2020, will continue with facilitated Innovation Bootcamps and BOOST Employee Innovation Challenges as well as new online content that offers advanced skill-building to our internal innovators. All program training continues to emphasize the principles of asking good questions, exploring multiple solutions, and experimentation as a means of agile development which ultimately leads to higher innovation success across the Airport.
- All training experiences are developed with Airport manager and staff input to ensure that the program is designed to meet the Airport's unique needs. The focus of upcoming programs will be to help individuals activate new ideas and bring them through a process to testing and implementation.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for the contract due to no availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: October 2024
- Contract Term: Five years with five, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			NTE $3,690,766	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Jodie Brinkerhoff 3-4881	Operating Fund			$3,690,766

Additional Information

- This contract is a Sole Source, of existing software and equipment provided by the manufacturer.
- This contract is exempt from competitive bidding, in accordance with Local Government Code 252.002 as it is available from only one source.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1482, for Innovation Skills and Foundations Training, with HMW Innovate LLC dba GIANT Innovation, of New York, New York, for the initial five-year contract amount of $1,765,766, with five, one-year options in the amount of $1,925,000, for a total estimated contract amount of $3,690,766 and that the Chief Executive Officer or designee is authorized to exercise options year at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:18 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:52 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 7:56 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 17, 2024 1:35 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Contract Renewal List Under $10 Million for First Quarter Fiscal Year 2025	

Action

That the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts less than $10,000,000, for the first quarter of Fiscal Year 2025.

Description

- Exercise contract options in the amounts set forth on the attached information sheet pending performance and D/S/M/WBE contractual compliance.

Justification

- To ensure continuity of contracted services in accordance with the terms and conditions of the contracts listed on the attached information sheet.
- Approval to exercise future contract options not listed herein will be brought forth separately as required.

D/S/M/WBE Information

- Contract renewal options are subject to D/S/M/WBE contract compliance.

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

For Information contact	Fund	Project #	External Funding Source	Amount
Bruce D. Collins 3-5610				$0

Resolution #

Additional Information

- On May 4, 2023, by Resolution No. 2023-05-127, the Board authorized the Chief Executive Officer of designee to approve renewals for contracts when the total initial term plus renewal(s) are below $10 million dollars.

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts more than $10,000,000, for the fourth quarter of Fiscal Year 2024.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:19 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:01 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 18, 2024 10:40 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Bruce D. Collins

Department Head
Procurement & Materials Mgmt
Jul 17, 2024 11:59 am

Pending

Chief Executive Officer Date

FY25 1st Quarter Contracts Renewal List Under $10M

Contract #	Contractor	Contract Title	User Department/Stakeholder	Original Award Amout	Projected Total Contract Value with all Renewals	Annual Renewals Remaining	Request for Renewal Amount
706268000	DFW COMMUNICATIONS INC	AOC VOICE MANAGEMENT SYSTEM	Integrated Operations Center	$ 1,676,585.00	$ 2,266,268.16	5 of 5	$ 589,683.16
707105000	STERICYCLE, INC	REGULATED GARBAGE TREATMENT AND DISPOSAL SERVICES	Environmental Affairs Department	$ 537,000.00	$ 921,000.00	2 of 2	$ 384,000.00
707143000	BROCK SOLUTIONS US SYSTEMS LLC	SMARTSUITE ENTERPRISE SOLUTION	Information Technology Services Department	$ 553,800.00	$ 923,000.00	2 of 2	$ 369,200.00
707172000	ESRI (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC)	GEOGRAPHIC INFORMATION SYSTEM SOFTWARE AND MAINTENANCE	Information Technology Services Department	$ 360,000.00	$ 600,000.00	2 of 2	$ 240,000.00
707194000	SMARTE CARTE INC	LUGGAGE CART OPERATIONS SERVICES	Customer Experience	$ 3,636,438.28	$ 8,690,897.20	6 of 6	$ 5,054,458.92
707203000	ACE PIPE CLEANING INC	LANDSIDE STORMWATER PIPE TELEVISING AND CLEANING SERVICES	ETAM - Energy,Transportation & Asset Management	$ 1,340,674.50	$ 1,760,699.80	1 of 1	$ 420,025.30
707226000	STRYKER SALES CORPORATION	STRYKER TECHNOLOGIES MAINTENANCE AND REPLACEMENT SERVICES	Department of Public Safety	$ 47,884.00	$ 127,690.67	5 of 5	$ 79,806.67
707233000	ACE PIPE CLEANING INC	FIRST FLUSH SYSTEM STORMWATER PIPE TELEVISING AND CLEANING	ETAM - Energy,Transportation & Asset Management	$ 1,707,828.00	$ 2,258,850.00	1 of 1	$ 551,022.00
707237000	JB DIVERSE CONTRACTING LLC DBA DIVERSE CONTRACTING	OPEN CHANNEL MAINTENANCE	ETAM - Energy,Transportation & Asset Management	$ 1,767,750.00	$ 2,228,250.00	1 of 1	$ 460,500.00

FY25 1st Quarter Contracts Renewal List Under $10M

707242000	HOFFMAN SOUTHWEST CORP DBA PROFESSIONAL PIPE SERVICES	AIRSIDE STORMAWATER PIPE TELEVISING AND CLEANING SERVICES	ETAM - Energy,Transportation & Asset Management	$ 1,409,087.83	$ 1,788,193.53	1 of 1	$ 379,105.70
707257000	DALWORTH LIGHTING AND ELECTRICAL SERVICES LLC	STREET LIGHT MAINTENANCE SERVICES	ETAM - Energy,Transportation & Asset Management	$ 900,245.15	$ 1,245,073.84	1 of 1	$ 344,828.69
707280000	WILSON BAUHAUS INTERIORS LLC	MODULAR AND NON-MODULAR OFFICE FURNITURE	Procurement & Materials Management Department	$ 600,000.00	$ 1,000,000.00	2 of 2	$ 400,000.00
707290000	TECH DATA CORPORATION	INFORMATICA INTELLEGENT DATA MANAGEMENT CLOUD	Information Technology Services Department	$ 2,009,281.81	$ 7,032,486.34	5 of 5	$ 5,023,204.53
707316000	FORTBRAND SERVICES LLC	WINTER WEATHER EQUIPMENT ASESSMENT AND TRAINING	ETAM - Energy,Transportation & Asset Management	$ 200,000.00	$ 1,200,000.00	5 of 5	$ 1,000,000.00
707325000	NETWORK SERVICES COMPANY	JANITORIAL CLEANING SUPPLIES	Customer Experience	$ 1,818,321.87	$ 4,545,804.68	3 of 3	$ 2,727,482.81
707326000	A-1 LOCKSMITHS	DOOR LOCK KEY CORE SYSTEM AND LOCKSMITH SERVICES	ETAM - Energy,Transportation & Asset Management	$ 291,089.80	$ 382,630.90	1 of 1	$ 91,541.10
707341000	TEXAS INTERIOR RESOURCES LLC DBA INTERIOR RESOURCES GROUP	MODULAR AND NON-MODULAR OFFICE FURNITURE	Procurement & Materials Management Department	$ 300,000.00	$ 500,000.00	2 of 2	$ 200,000.00
707342000	WORKPLACE RESOURCE GROUP	MODULAR AND NON-MODULAR OFFICE FURNITURE	Procurement & Materials Management Department	$ 100,000.00	$ 166,667.00	2 of 2	$ 66,667.00
707346000	SUNBELT RENTALS INC.	RENTAL SERVICES	ETAM - Energy,Transportation & Asset Management	$ 300,000.00	$ 1,800,000.00	1 of 4	$ 1,500,000.00

FY25 1st Quarter Contracts Renewal List Under $10M

707357000	REAL TIME NETWORKS INC FKA KEY TRACER SYSTEMS INC	KEY TRACER KEY MANAGEMENT	Information Technology Services Department	$ 27,226.32	$ 72,603.52	5 of 5	$ 45,377.20
707365000	CONVERGINT TECHNOLOGIES LLC	DESFIRE ACCESS CARDS	Department of Public Safety	$ 498,863.76	$ 997,727.52	2 of 2	$ 498,863.76
805323000	TYLER TECHNOLOGIES INC	PERMIT AND INSPECTION MANAGEMENT SYSTEM	Information Technology Services Department	$ 300,000.00	$ 534,865.00	1 of 5	$ 234,865.00
805339000	SYNECT LLC	CREATIVE CONTENT AND DESIGN DIGITAL EXPERIENCE GATE AREA OF THE FUTURE	Customer Experience	$ 871,693.75	$ 4,358,468.75	2 of 2	$ 1,743,387.50
805340000	SYNECT LLC	CONTENT MANAGEMENT SYSTEM DIGITAL EXPERIENCE GATE AREA OF THE FUTURE	Information Technology Services Department	$ 938,330.00	$ 4,696,732.00	2 of 2	$ 1,876,660.00
805346000	JP MORGAN CHASE	DEPOSITORY BANK SERVICES	Treasury	$ 526,822.20	$ 748,087.52	2 of 2	$ 221,265.32
805359000	CUSHMAN & WAKEFIELD OF TEXAS INC	REAL ESTATE APPRAISAL SERVICES	Commercial Development Department	$ 40,596.00	$ 140,596.00	2 of 3	$ 100,000.00
805443000	TERRACON CONSULTANTS INC	AIR MONITORING, ENVIRONMENTAL TESTING, AND CONSULTING SERVICES	Environmental Affairs Department	$ 1,480,000.00	$2,909,654.63	2 of 2	$ 1,429,654.63
805454000	PASSPORT LABS INC	PARKING CITATION MANAGEMENT SERVICES	Parking	$ 141,912.00	$ 236,250.00	2 of 2	$ 94,608.00
8054570000	APEX COMPANIES LLC	AIR MONITORING, ENVIRONMENTAL TESTING, AND CONSULTING SERVICES	Environmental Affairs Department	$ 1,480,000.00	$ 3,071,211.22	2 of 2	$ 1,591,211.22

FY25 1st Quarter Contracts Renewal List Under $10M

805465000	IPSOS INSIGHT LLC	ATTITUDES, AWARENESS, AND USAGE STUDY	Customer Experience	$ 604,840.00	$ 1,814,520.00	4 of 4	$ 1,209,680.00
805468000	EYEMED VISION CARE LLC	EMPLOYEE BENEFIT SERVICES - VISION	Human Resources Department	$ 760,884.00	$ 1,268,140.00	2 of 2	$ 507,256.00
805502000	OPTUM FINANCIAL INC	EMPLOYEE FLEXIBLE SPENDING ACCOUNT PLAN ADMINISTRATION	Human Resources Department	$ 38,778.00	$ 64,630.00	2 of 2	$ 25,852.00
805503000	RELIASTAR LIFE INSURANCE COMPANY	EMPLOYEE GROUP LIFE INSURANCE	Human Resources Department	$ 945,000.00	$ 1,575,000.00	2 of 2	$ 630,000.00
805504000	CIGNA DENTAL HEALTH OF TEXAS INC	DENTAL HMO SERVICES	Human Resources Department	$ 525,000.00	$ 875,000.00	2 of 2	$ 350,000.00
805514000	SHIFT EMPLOYMENT LAW TRAINING LLC	HR COMPLIANCE TRAINING	Human Resources Department	$ 43,215.00	$ 259,290.00	5 of 5	$ 216,075.00
805522000	FRONT LINE MOBILE HEALTH PLLC	FIREFIGHTER PHYSICAL EXAMINATION SERVICES	Human Resources Department	$ 100,000.00	$ 600,000.00	5 of 5	$ 500,000.00
PA1065	SOLID BORDER INC	THIRD PARTY RISK DETECTION PLATFORM	Information Technology Services Department	$ 48,580.56	$ 145,741.68	2 of 2	$ 97,161.12
PA1087	WESTERN PAPER COMPANY INC	COPY AND SPECIALTY PAPER	Procurement & Materials Management Department	$ 42,296.00	$ 211,480.00	4 of 4	$ 169,184.00
PA1089	FERGUSON ENTERPRISES LLC	JANITORIAL PAPER PRODUCTS AND DISPENSERS	Procurement & Materials Management Department	$ 49,338.00	$ 246,690.00	4 of 4	$ 197,352.00

FY25 1st Quarter Contracts Renewal List Under $10M

PA1107	HOOD BOSS	VENT-A-HOOD MAINTENANCE SERVICES (7007263)	ETAM - Energy,Transportation & Asset Management	$ 2,580,475.00	$ 3,526,454.00	1 of 1	$ 945,979.00
PA1110	CIGNA HEALTH AND LIFE INSURANCE COMPANY	MEDICAL, PHARMACY, DENTAL, LIFE, COBRA, FSA, AND ADVOCACY PLAN ADMINISTRATION	Human Resources Department	$ 4,116,105.00	$ 6,860,175.00	2 of 2	$ 2,744,070.00
PA1140	HOGAN ASSESSMENT SYSTEMS INC	COMPETENCY ASSESSMENT PROGRAM	Human Resources Department	$ 40,000.00	$ 240,000.00	5 of 5	$ 200,000.00
PA1141	JOHNSON CONTROLS, INC	YORK CHILLER AND OEM PARTS	ETAM - Energy,Transportation & Asset Management	$ 17,544.00	$ 87,720.00	5 of 5	$ 70,176.00
PA1157	SHI GOVERNMENT SOLUTIONS,INC	AUTOCAD	Information Technology Services Department	$ 10,110.00	$ 60,660.00	5 of 5	$ 50,550.00
PA1164	INTERACTIVE COMMUNICATIONS SOLUTIONS GROUP INC ICS	ARTICULATE 360	Information Technology Services Department	$ 16,537.82	$ 99,226.92	5 of 5	$ 82,689.10
PA1192	SHI GOVERNMENT SOLUTIONS,INC	CYBER SECURITY SOFTWARE TRAINING SYSTEM	Information Technology Services Department	$ 34,061.35	$ 204,368.10	5 of 5	$ 170,306.75
PA1203	MILLER MENDEL INC	eSOPH BACKGROUND SOFTWARE - INTERLOCAL AGREEMENT WITH MILLER MENDEL, INC.	Human Resources Department	$ 40,910.00	$ 245,460.00	5 of 5	$ 204,550.00
PA1223	SHI GOVERNMENT SOLUTIONS,INC	SECURITY CERTIFICATES	Information Technology Services Department	$ 49,560.00	$ 247,800.00	4 of 4	$ 198,240.00
PA1277	MUNICIPAL EMERGENCY SERVICES INC	PERSONAL PROTECTION EQUIPMENT (PPE)	Department of Public Safety	$ 45,000.00	$ 135,000.00	2 of 2	$ 90,000.00

FY25 1st Quarter Contracts Renewal List Under $10M

PA1296	UNIVERSITY OF TEXAS AT ARLINGTON	LEAN SIX SIGMA DEPLOYMENT8005526	Procurement & Materials Management Department	$ 200,000.00	$ 800,000.00	4 of 4	$ 600,000.00
PA1327	SOUTHERN TIRE MART LLC	TIRE REPAIR PARTS AND SERVICES FOR LARGE/HEAVY EQUIPMENT	ETAM - Energy,Transportation & Asset Management	$ 61,593.60		2 of 2	$ 68,438.00
PA1378	BOKF, NA, DBA BANK OF TEXAS	MINERALS REVENURE PROCESSING AND CONSULTING SERVICES	Commercial Development Department	$ 31,680.00	$ 158,400.00	4 of 4	$ 126,720.00
707267000	REAL NETWORK SERVICES, INC.	AIRFIELD LIGHT CONISTERS BOLT TORQUEING	ETAM - Energy,Transportation & Asset Management	$ 2,375,195.16	$ 3,091,152.11	2 of 5	$ 715,957.00

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Contract Renewal List Over $10 Million for First Quarter Fiscal Year 2025	

Action

That the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts more than $10,000,000, for the first quarter of Fiscal Year 2025.

Description

- Exercise contract options in the amounts set forth on the attached information sheet pending performance and D/S/M/WBE contractual compliance.

Justification

- To ensure continuity of contracted services in accordance with the terms and conditions of the contracts listed on the attached information sheet.
- Approval to exercise future contract options not listed herein will be brought forth separately as required.

D/S/M/WBE Information

- Contract renewal options are subject to D/S/M/WBE contract compliance.

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

For Information contact	Fund	Project #	External Funding Source	Amount
Bruce D. Collins 3-5610				$0

Resolution #

Additional Information

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to exercise options for multi-year contracts more than $10,000,000, for the first quarter of Fiscal Year 2025.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:24 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:02 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 18, 2024 10:40 am

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Bruce D. Collins

Department Head
Procurement & Materials Mgmt
Jul 17, 2024 11:59 am

Pending

Chief Executive Officer Date

FY25 1st Quarter Contract Renewal List More Than $10 Million

Contract #	Contractor Name	Contract Title	User Dept. / Stakeholder	Original Award Amount	Projected Total Contract Amount with All Renewals	Annual Renewals Remaining	Request for Renewal Amount
7007071	ABACUS CORPORATION	TEMPORARY STAFFFING SERVICES	Human Resources Department	$ 4,500,000.00	$ 18,000,000.00	4 of 4	$ 13,500,000.00
7007071	TRYFACATA, INC.	TEMPORARY STAFFFING SERVICES	Human Resources Department	$ 4,500,000.00	$ 18,000,000.00	4 of 4	$ 13,500,000.00
7007276	ABBA STAFFING AND CONSULTING DBA ALLTEX STAFFING CONSULTING LLC	TEMPORARY STAFFFING SERVICES	Human Resources Department	$ 4,500,000.00	$ 18,000,000.00	4 of 4	$ 13,500,000.00
7006307	ABM AVIATION INC	EMPLOYEE SHUTTLE BUS SERVICES	Parking	$ 23,523,465.20	$ 94,093,860.80	2 of 2	$ 18,329,900.19
7007285	DELL MARKETING LP	DESKTOP, WORKSTATIONS, LAPTOPS AND SERVICES	Information Technology Services	$ 3,200,000.00	$ 19,200,000.00	5 of 5	$ 16,000,000.00
8005453	CONVERGENT TECHNOLOGIES LLC	AUTOMATED ACCESS CONTROL SYSTEM INTEGRATOR AND MAINTENANCE SERVICES	Information Technology Services	$ 8,600,000.00	$ 17,200,000.00	3 of 3	$ 8,600,000.00
PA1046	INTRATEK COMPUTER INC	INFORMATION TECHNOLOGY PROFESSIONAL STAFFING SERVICES	Information Technology Services	$ 4,000,000.00	$ 20,000,000.00	4 of 4	$ 16,000,000.00
PA1048	THE EVOLVERS GROUP	INFORMATION TECHNOLOGY PROFESSIONAL STAFFING SERVICES	Information Technology Services	$ 4,000,000.00	$ 20,000,000.00	4 of 4	$ 16,000,000.00
PA1104	CCS GLOBAL TECH	INFORMATION TECHNOLOGY PROFESSIONAL STAFFING SERVICES	Information Technology Services	$ 4,000,000.00	$ 20,000,000.00	4 of 4	$ 16,000,000.00
PA1105	INFOJINI INC	INFORMATION TECHNOLOGY PROFESSIONAL STAFFING SERVICES	Information Technology Services	$ 4,000,000.00	$ 20,000,000.00	4 of 4	$ 16,000,000.00

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Approve the form of the Preliminary Official Statement for the 2024 Bond Issuances	

Action
That the Airport Board approves the attached resolution, approving the form of the Preliminary Official Statement (POS) prepared in connection with the sale of the Dallas Fort Worth International Airport Joint Revenue Bonds issued under the 68th Supplemental Bond Ordinance and authorizes the Authorized Officers to take any necessary actions in connection with the sale of the Bonds.

Description

- On February 14th and January 11, 2024 respectively, the Cities of Dallas and Fort Worth approved the 68th Supplemental Bond ordinance authorizing issuances of bonds in an amount not to exceed $1.5 billion.

The Plan of Finance includes:

- Series 2024 $750 million Tax-Exempt, pricing during the week of August 20th
- The intended purpose for the proceeds of the 2024 bonds is to refund outstanding commercial paper and issue new money for tax-exempt projects
- The POS will serve as the form for which all 2024 bond series will be issued.

Justification

- The bonds issued via this Preliminary Official Statement will provide long-term financing for critical projects and to refund outstanding commercial paper.

D/S/M/WBE Information

- Not Applicable

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

For Information contact	Fund	Project #	External Funding Source	Amount
Cindy Demers 3-5447				$0

Resolution #

Additional Information

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board approves the attached resolution, approving the form of the Preliminary Official Statement (POS) prepared in connection with the sale of the Dallas Fort Worth International Airport Joint Revenue Bonds issued under the 65th Supplemental Bond Ordinance and authorizes the Authorized Officers to take any necessary actions in connection with the sale of the Bonds.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 19, 2024 4:57 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 19, 2024 11:06 am

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 19, 2024 4:52 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 19, 2024 10:53 am

Pending

Chief Executive Officer Date

Airport Board Resolution

RESOLUTION NO. 2024- __-___

APPROVING THE FORM OF THE PRELIMINARY OFFICIAL STATEMENTS PREPARED IN CONNECTION WITH THE ISSUANCE OF ONE OR MORE SERIES OF SERIES 2024 BONDS; AND AUTHORIZING THE AUTHORIZED OFFICERS TO TAKE OTHER NECESSARY ACTIONS IN CONNECTION THEREWITH

THE STATE OF TEXAS	§
COUNTIES OF DALLAS AND TARRANT	§
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD	§

WHEREAS, prior to the adoption of this resolution (herein defined and cited as the "Resolution"), the City Councils of the Cities of Dallas and Fort Worth (the "Cities") have passed the Master Bond Ordinance (defined and cited herein as the "Master Bond Ordinance") relating to the Dallas Fort Worth International Airport (the "Airport"); and

WHEREAS, terms not defined herein shall have the meanings set forth in the Master Bond Ordinance; and

WHEREAS, the Master Bond Ordinance constitutes the controlling bond ordinance of the Cities that relate to the financing of the Airport and that, together (i) prescribe 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) provide and establish the pledge, security, and liens securing the Cities' special obligations to pay when due the Outstanding Obligations, and Parity Credit Agreement Obligations, and any Additional Obligations; and

WHEREAS, in accordance with the Master Bond Ordinance, the Cities have adopted the Sixty-Eighth Supplemental Concurrent Bond Ordinance (the "Sixty-Eighth Ordinance") authorizing the issuance of one or more series of Dallas Fort Worth International Airport Joint Revenue Bonds (collectively, the "Series 2024 Bonds"); and

WHEREAS, the proceeds of the Series 2024 Bonds, which constitute Additional Obligations pursuant to the Master Bond Ordinance, will be used to finance certain costs of the airport and refund certain previously issued and outstanding obligations of the Cities relating to the Airport, pay for certain other purposes set forth in the Sixty-Eighth Ordinance and for other purposes as permitted by the Master Bond Ordinance; and

WHEREAS, the Sixty-Eighth Ordinance authorizes, among other things, the preparation of preliminary and final official statements ("Preliminary Official Statements" and "Official Statements," respectively) for use in connection with the offer and sale of the Series 2024 Bonds; and

WHEREAS, it is the desire of the Board to approve the form of the Preliminary Official Statement, with such modifications and amendments as shall be approved in writing by the Chief Executive Officer for each series of Series 2024 Bonds; and

WHEREAS, the Board hereby determines that the meeting at which this Resolution is adopted is 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 Resolution, was given, all as required by Applicable Law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DALLAS FORT WORTH INTERNATIONAL AIRPORT:

Section 1. That the Preliminary Official Statement substantially in the form attached hereto and made a part hereof, is hereby in all respects approved by the Board. The Chief Executive Officer is hereby authorized to prepare and distribute the Preliminary Official Statements and to prepare, execute and deliver final Official Statements and is directed to deliver executed copies of said Official Statements to the Underwriters named in the Underwriting Agreements for each series of Series 2024 Bonds.

Section 2. That the Preliminary Official Statement, with such subsequent modifications or amendments, including but not limited to modifications for each particular series of Series 2024 Bonds, as shall be approved in writing by the Chief Executive Officer, shall be used by the Underwriters in the sale of the Series 2024 Bonds.

Section 3. That each Authorized Officer (as defined in the Sixty-Eighth Ordinance) is hereby authorized to take any other actions appropriate or necessary in connection with the issuance, sale and delivery of each series of the Series 2024 Bonds, the preparation of any of the documents described or referenced herein, or the delivery of copies of any such documents to the City Councils of the Cities. In the absence of the Chief Executive Officer, the Executive Vice President/CFO and the Vice President – Treasury Management are hereby authorized to act in his stead with respect to such matters.

ADOPTED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD ON THIS AUGUST 1, 2024.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS	§
COUNTIES OF DALLAS AND TARRANT	§
DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD	§

I, the undersigned officer of said Board, hereby certifies as follows:

1. That the Dallas Fort Worth International Airport Board convened in Regular Meeting on the 1st day of August, 2024, at the Airport Administration Building, 2400 Aviation Drive, Dallas Fort Worth Airport, Texas, its regular meeting place, and the roll was called of the duly constituted officers and members of said Board, to wit:

DeMetris Sampson, Chair	Mayor Eric Johnson	)
Vernon Evans, Vice-Chair	Mayor Mattie Parker	)
Ben Leal, Secretary	Henry Borbolla III	)
	Joel Burns	)
	Vincent Hall	)
	Angela Hunt	)
	Mario Quintanilla	)
	Gloria M. Tarpley	)
	Mayor Linda Martin*	

* Non-voting member

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, a written resolution

APPROVING THE FORM OF THE PRELIMINARY OFFICIAL STATEMENTS PREPARED IN CONNECTION WITH THE ISSUANCE OF ONE OR MORE SERIES OF SERIES 2024 BONDS; AND AUTHORIZING THE AUTHORIZED OFFICERS TO TAKE OTHER NECESSARY ACTIONS IN CONNECTION THEREWITH

was duly introduced for the consideration of said Board of Directors. It was then duly moved and seconded that said Resolution be adopted; and said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: __

NOES: __

ABSTENTIONS: __

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the minutes of said meeting pertaining to the

adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and 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.

3. That the Resolution has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

SIGNED AND SEALED the ___ day of August, 2024.

____
Staff Secretary, Dallas Fort Worth
International Airport Board

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST [__], 2024

NEW ISSUE–Book–Entry–Only

Ratings:
Fitch: [__]
KBRA: [__]
Moody's: [__]
S&P: [__]
(See "RATINGS" herein)

*In the opinion of Co-Bond Counsel, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is not a specific preference item for purposes of the alternative minimum tax. See "**TAX MATTERS**" for a discussion of the Opinion of Co-Bond Counsel.*

CITIES OF DALLAS AND FORT WORTH, TEXAS

$[__________]*

Dallas Fort Worth International Airport

Joint Revenue Refunding and Improvement Bonds Series 2024 (Non-AMT)

Dated Date: September 1, 2024 | **Due: November 1, as shown on page i**
Interest Accrues: Date of Initial Delivery

The Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2024 (Non-AMT) (the "Bonds") are being issued jointly by the Cities of Dallas and Fort Worth, Texas (collectively, the "Cities") for the purpose of (1) paying the costs of capital improvements at the Dallas Fort Worth International Airport (the "Airport"), (2) refunding certain outstanding Subordinate Lien Obligations in the form of commercial paper notes (the "Refunded Obligations") (see **SCHEDULE I** –"**SCHEDULE OF REFUNDED OBLIGATIONS**"), (3) providing for the funding of the Debt Service Reserve Requirement and (4) paying the costs associated with the issuance of the Bonds. The Bonds constitute "Additional Obligations" under the Master Bond Ordinance described herein and are limited obligations of the Cities payable solely from and secured by a pledge of Pledged Revenues and Pledged Funds (as defined in the Master Bond Ordinance) derived from the ownership and operation of the Airport. For a description of the security for the Bonds, see "**SECURITY FOR THE BONDS**" herein. Potential investors should carefully read the investment considerations described herein. See "**CERTAIN INVESTMENT CONSIDERATIONS**."

The Bonds are subject to redemption prior to maturity as described herein.

Interest will accrue on the Bonds from their date of initial delivery and will be payable November 1 and May 1 of each year commencing November 1, 2024, until maturity or prior redemption. The Bonds are initially issuable only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry System described herein. Beneficial ownership may be acquired in denominations of $5,000 or integral multiples thereof within a maturity. No physical delivery of Bonds will be made to the purchasers. Principal of and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, as the initial Paying Agent/Registrar, to DTC, which will make distribution of the amounts so paid to the beneficial owners thereof. See "**THE BONDS—Book-Entry System**" herein and **APPENDIX E –** "**DTC INFORMATION**."

See page i for maturities, principal amounts, interest rates, yields and prices.

The Bonds are offered when, as, and if issued by the Cities and accepted by the underwriters listed below (collectively, the "Underwriters"), subject to prior sale, withdrawal or modification of the offer without notice, the approval of legality by the Attorney General of the State of Texas, and by McCall, Parkhurst & Horton L.L.P., Dallas, Texas and West & Associates, L.L.P., Dallas, Texas, Co-Bond Counsel, and certain other conditions. Certain matters will be passed upon for the Cities and the Airport by Bracewell LLP, Dallas, Texas and Hardwick Law Firm, LLC, Dallas, Texas, Co-Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, San Antonio, Texas, Co-Underwriters' Counsel. It is expected that delivery of the Bonds in book-entry form will be made through the facilities of DTC in New York, New York, on or about September [19], 2024.

Wells Fargo Securities | **Siebert Williams Shank & Co., LLC**

J.P. Morgan | **Academy Securities** | **Truist Securities**

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* Preliminary, subject to change.

MATURITY SCHEDULE

$[___________]*
Dallas Fort Worth International Airport
Joint Revenue Refunding and Improvement Bonds
Series 2024
(Non-AMT)

SERIAL BONDS

Maturity (November 1)	Amount ($)	Interest Rate (%)	Initial Yield (%)	Price (%)	CUSIP[1]

TERM BONDS

$______ Term Bond due November 1, ___, Interest Rate __%, Price ____%, CUSIP[1] ____

$______ Term Bond due November 1, ___, Interest Rate __%, Price ____%, CUSIP[1] ____

(Interest to accrue from Date of Initial Delivery)

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* Preliminary, subject to change.

[1] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Cities and are included solely for the convenience of the registered owners of the Bonds. Neither the Cities nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

REGARDING THE USE OF THIS OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 (the "Rule") of the Securities Exchange Act of 1934, as amended, this document constitutes an Official Statement of the Cities with respect to the Bonds that has been "deemed final" by the Airport on behalf of the Cities.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACT. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Cities or the Airport or the other matters described herein since the date hereof. See "**CONTINUING DISCLOSURE**" for a description of the Cities' undertaking to provide certain information on a continuing basis.

This Official Statement includes descriptions and summaries of certain events, matters and documents. Such descriptions and summaries do not purport to be complete, and all such descriptions, summaries and references thereto are qualified in their entirety by reference to this Official Statement in its entirety and to each such document, copies of which may be obtained from the Airport. Any statements made in this Official Statement or the appendices hereto involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized.

Except as specifically noted herein, references contained in this Official Statement to the Airport's website are for informational purposes, and neither the website nor the information contained on such website shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

This Official Statement is delivered in connection with the sale of securities referred to herein and may not be reproduced or used, in whole or in part, for any other purposes. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, salesperson, or other person has been authorized by the Cities or the Airport to give any information or to make any representation other than those contained herein, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Cities, the Airport, the Underwriters, or any other person.

The prices and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Underwriters after such Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including to dealers who may sell the Bonds into investment accounts.

None of the Cities, the Airport or the Underwriters makes any representation or warranty as to the accuracy, completeness, or adequacy of the information supplied by The Depository Trust Company for use in this Official Statement.

THIS OFFICIAL STATEMENT CONTAINS “FORWARD-LOOKING” STATEMENTS WITHIN THE MEANING OF SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

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DALLAS FORT WORTH INTERNATIONAL AIRPORT
P.O. Drawer 619428
DFW Airport, Texas 75261-9428
(972) 973-8888

AIRPORT BOARD

	APPOINTED BY:
DeMetris Sampson, Chair	Dallas
Vernon Evans, Vice-Chair	Fort Worth
Ben Leal, Secretary	Dallas
Mayor Eric Johnson, City of Dallas	Dallas
Mayor Mattie Parker, City of Fort Worth	Fort Worth
Henry Borbolla, III	Fort Worth
Joel Burns	Fort Worth
Vincent Hall	Dallas
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Mario Quintanilla	Dallas
Gloria M. Tarpley	Dallas
Mayor Linda Martin*	Euless
*Non-voting member	

AIRPORT STAFF

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OFFICIAL STATEMENT
relating to
Cities of Dallas and Fort Worth, Texas
$[__________]*
Dallas Fort Worth International Airport
Joint Revenue Refunding and Improvement Bonds
Series 2024
(Non-AMT)

INTRODUCTION

The purpose of this Official Statement, including the cover page, Schedule, and the Appendices hereto, is to furnish information with respect to $[__________]* aggregate principal amount of Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2024 (Non-AMT) (the "Bonds") being issued jointly by the Cities of Dallas and Fort Worth, Texas (collectively, the "Cities"). The Bonds are limited obligations of the Cities and are payable solely from and secured solely by a pledge of Pledged Revenues and Pledged Funds derived from the ownership and operation of the Dallas Fort Worth International Airport ("DFW" or "Airport"). The Bonds are "Additional Obligations" under the Master Bond Ordinance adopted by the Cities and effective as of September 22, 2010 (as amended, the "Master Bond Ordinance"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Master Bond Ordinance. See **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE" for a summary of certain terms applicable to the Bonds.**

As noted under "**SECURITY FOR THE BONDS**" herein, the Master Bond Ordinance allows for the issuance of Additional Obligations on a parity with the Bonds and the other Outstanding Obligations and any Parity Credit Agreement Obligations, subject to meeting certain tests under the Master Bond Ordinance. The Master Bond Ordinance also allows for the issuance of Subordinate Lien Obligations, Special Revenue Bonds, and Special Facility Bonds.

Prospective purchasers of the Bonds should carefully review "CERTAIN INVESTMENT CONSIDERATIONS." The Airport's ability to generate Pledged Revenues in an amount sufficient to pay debt service on the Bonds depends upon sufficient levels of aviation activity and passenger traffic at the Airport.

On December 7, 2023, the Board (as defined below) approved a Sixty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of up to $1,500,000,000 in Additional Obligations. The Sixty-Eighth Supplemental Concurrent Bond Ordinance was adopted by the Cities effective February 14, 2024, and the authorization to issue Additional Obligations will expire one year from the effective date.

Upon the issuance of the Bonds, $[_______]* in aggregate principal amount of Obligations will be Outstanding pursuant to the Master Bond Ordinance. In addition to the Obligations, the Airport has certain Subordinate Lien Obligations that are from time to time outstanding. See **"OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT – Subordinate Lien Obligations**."

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* Preliminary, subject to change.

PURPOSE AND PLAN OF FINANCING

The Bonds are being issued under the provisions of the Master Bond Ordinance, as supplemented and amended by the Sixty-Eighth Supplemental Concurrent Bond Ordinance and the Officer's Pricing Certificate authorized therein (together, the "Sixty-Eighth Supplement") for the purpose of (1) paying the costs of capital improvements at the Airport, (2) refunding certain outstanding Subordinate Lien Obligations in the form of commercial paper notes (the "Refunded Obligations") (see **SCHEDULE I – "SCHEDULE OF REFUNDED OBLIGATIONS"**), (3) providing for the funding for the Debt Service Reserve Requirement and (4) paying the costs associated with the issuance of the Bonds.

The principal and interest due on the Refunded Obligations are to be paid on the scheduled maturity date(s) from funds to be deposited pursuant to a certain Escrow Agreement (the "Escrow Agreement") between the Cities and [U.S. Bank National Association] (the "Escrow Agent"). Such funds will be held by the Escrow Agent in a special account (the "Escrow Account") and used to purchase certain "Escrowed Securities" that mature at such times and in such amounts sufficient to pay principal and accrued interest on the Refunded Obligations on the maturity date(s). Under the Escrow Agreement, the Escrow Account is irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations.

By the deposit of the Bond proceeds and other funds, if any, with the Escrow Agent to the Escrow Account, the Cities will have defeased the Refunded Obligations in accordance with laws of the State of Texas (the "State"). As a result of such defeasance, the Refunded Obligations will be outstanding only for the purpose of receiving payments from funds on deposit in the Escrow Account and held for such purpose by the Escrow Agent, and such Refunded Obligations will not be deemed as being outstanding under the Master Bond Ordinance. See "**VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS**."

SOURCES AND USES OF FUNDS

The following table sets forth the estimated application of the proceeds of the Bonds and available Airport funds:

Sources of Funds*

	Amount
Principal Amount	$
[Net] Premium	
[Issuer Contribution]	
TOTAL	$

Uses of Funds*

Deposit to Project Fund	$
Deposit to Escrow Account	
Deposit to Debt Service Reserve Fund	
Underwriters' Discount	
Costs of Issuance	
TOTAL	$

* Preliminary, subject to change.

THE BONDS*

Interest Payments

The Bonds will accrue interest from their date of initial delivery, which interest shall be payable on November 1 and May 1 of each year, commencing November 1, 2024, until maturity or prior redemption. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Optional Redemption

The Cities reserve the right, at their option, to redeem Bonds maturing on and after November 1, 20[__], on November 1, 20[__] and any day thereafter, at par plus accrued interest to the date of redemption, without premium.

If less than all of the Bonds are to be redeemed, the Airport on behalf of the Cities shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

Mandatory Redemption

The following Bonds (the "Term Bonds") are subject to mandatory redemption prior to their respective maturities at a price of par plus accrued interest to the redemption date as follows:

Term Bond due November 1, 20___

Redemption Date	Principal Amount
	$

† stated maturity

Term Bond due November 1, 20___

Redemption Date	Principal Amount
	$

† stated maturity

* Preliminary, subject to change.

The principal amount of a Term Bond required to be redeemed on any redemption date pursuant to the mandatory sinking fund redemption provisions shall be reduced, at the option of the Airport on behalf of the Cities, by the principal amount of any Term Bond having the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Airport on behalf of the Cities at a price not exceeding the principal amount of such Term Bond 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 Redemption

Not less than 30 days prior to any redemption date for the Bonds, the Airport shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to each Holder of a Bond to be redeemed, or by such other means as is acceptable to such Holder at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the time such notice of redemption is mailed, which will be Cede & Co. as long as the Book-Entry System is in effect. Interest on such Bonds will cease to accrue from and after the redemption date.

With respect to any optional redemption of Bonds, unless certain prerequisites to such redemption required by the Master Bond Ordinance or the Sixty-Eighth Supplement 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 Airport, be conditional upon the satisfaction of such prerequisites and any other conditions set forth in such notice 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 Airport shall not redeem such Bonds and the Paying Agent shall provide notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Book-Entry System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity and will be deposited with DTC. For additional information with respect to DTC see **APPENDIX E – "DTC INFORMATION."**

In reading this Official Statement, it should be understood that while the Bonds are in the Book-Entry System, references in other sections of this Official Statement to registered owners should be read to include the person for whom the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry System, and (ii) except as described above, notices that are to be given to registered owners under the Master Bond Ordinance will be given only to DTC.

Paying Agent/Registrar

U.S. Bank Trust Company, National Association is the initial Paying Agent/Registrar. In the Master Bond Ordinance, the Cities retain the right to replace the Paying Agent/Registrar. The

Cities covenant to maintain and provide a Paying Agent/Registrar at all times while the Bonds are outstanding, and any successor Paying Agent/Registrar shall be a commercial bank and a trust company, organized under applicable laws, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. Upon any change in the Paying Agent/Registrar for the Bonds, the Cities agree to promptly cause a written notice thereof to be sent to each registered owner of the Bonds by the United States mail, first class, postage prepaid, which notice shall also give the address of the replacement Paying Agent/Registrar.

Record Date for Interest Payment

The record date ("Record Date") for the interest payable on any interest payment date shall be the 15th day of the preceding month. In the event of non-payment of interest on the Bonds on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment for such maturity or maturities (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 Airport. 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 first class United States mail, postage prepaid, to the address of each registered owner 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.

Transfer, Exchange and Registration

The Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar, and such transfer or exchange shall be without expense or service charge to the Holder, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds of the same maturity will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the office of the Paying Agent/Registrar, or sent by first class United States mail, postage prepaid, to the new registered Holder or such Holder's designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered Holder or assignee of the Holder in not more than three business days after the receipt of the Bonds to be transferred or exchanged (and subsequently canceled), and the written instrument of transfer or request for exchange duly executed by the Holder or such Holder's duly authorized agent, in form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of $5,000 for any one maturity and for a like aggregate principal amount of the same series as the Bond or Bonds surrendered for exchange or transfer. None of the Cities, the Airport, or the Paying Agent/Registrar is 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 is not applicable to an exchange by the Holder of the uncalled principal of a Bond.

SECURITY FOR THE BONDS

Authority

The Cities, pursuant to a certain Contract and Agreement (the “Contract and Agreement”), dated and effective as of April 15, 1968, authorized and directed the Dallas Fort Worth International Airport Board (the “Board”), acting on behalf of the Cities, to proceed with the development of the Airport. Pursuant to the Contract and Agreement, the Cities adopted the 1968 Ordinance (the “1968 Ordinance”) authorizing the issuance of joint revenue bonds for financing of the Airport (“Joint Revenue Bonds”). The 1968 Ordinance was amended by the Thirtieth Supplement which became effective as of February 23, 2000. The 1968 Ordinance and the Thirtieth Supplement were amended and restated by the Master Bond Ordinance effective as of September 22, 2010.

The Bonds are being issued pursuant to the Sixty-Eighth Supplement as Additional Obligations under the Master Bond Ordinance. The Sixty-Eighth Supplement, effective February 14, 2024, authorized the issuance, pursuant to certain parameters set forth therein, of up to $1,500,000,000 in principal amount of Additional Obligations, including the Bonds. The Sixty-Eighth Supplement provides for the designation of an “Authorized Officer” to approve the specific terms of the Additional Obligations within the parameters set forth therein and provides that the Additional Obligations may be issued in multiple series within one year of the effective date of the Sixty-Eighth Supplement. The Bonds will be issued under provisions of Applicable Law, including Chapter 22 of the Transportation Code, as amended, Chapters 1207 and 1371 of the Texas Government Code, as amended, the provisions of the Master Bond Ordinance, and the Sixty-Eighth Supplement.

Pledge

The Bonds are payable solely from and secured by an irrevocable first lien on and pledge of Pledged Revenues and Pledged Funds on parity with all Parity Credit Agreement Obligations and other Obligations issued or to be issued under the Master Bond Ordinance.

Pledged Revenues include as Gross Revenues the revenues received by the Airport from the rentals, fees and charges collected from the Signatory Airlines (as defined herein) and other airlines and from other non-airline sources. See the subcaption “**—Airline Agreements**” below. For the definitions of Pledged Revenues, Pledged Funds, Parity Credit Agreement Obligations, Obligations, Gross Revenues and Special Revenues see **APPENDIX C — “SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE - Selected Definitions.”**

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Funds and Flow of Funds

Funds. The Master Bond Ordinance provides for five funds (the "Funds"), each a part of the Joint Airport Fund originally created pursuant to the 1968 Ordinance. Each of these Funds is governed by the terms of the Master Bond Ordinance:

(i) the Debt Service Fund;

(ii) the Debt Service Reserve Fund;

(iii) the Capital Improvements Fund;

(iv) the Operating Revenue and Expense Fund; and

(v) the Construction Fund.

The Debt Service Fund and the Debt Service Reserve Fund are special trust funds, to be held by the Airport for the benefit of the Holders of Obligations, the Credit Providers holding Parity Credit Agreement Obligations, and Persons to whom Administrative Expenses are owed, due and payable. All funds and accounts created or confirmed in the Master Bond Ordinance and in any Additional Supplemental Ordinance, and the books and records of account with respect thereto, will be kept and maintained in such manner as will record on a regular basis all deposits therein and the source thereof, withdrawals therefrom and the purposes therefor, and the earnings realized with respect thereto. All moneys on deposit in the special funds described under this caption on the date of delivery of any of the Obligations will be held therein and thereafter will be maintained, supplemented, invested, and applied as directed in the Master Bond Ordinance and in Additional Supplemental Ordinances, as applicable.

Flow of Funds. All Gross Revenues, when and as received by the Airport, will be promptly deposited to the credit of the Operating Revenue and Expense Fund.

Unless made more frequent by an Additional Supplemental Ordinance, the Airport will transfer, only to the extent required, all amounts on deposit in the Operating Revenue and Expense Fund monthly on or before the last Business Day of each month to the following Funds and in the following order of priority:

(i) **First**, to the Debt Service Fund, an amount equal to the lesser of (A) all funds available for transfer, or (B) an amount equal to the Accrued Aggregate Debt Service for such monthly period, subject to the provisions under the subcaption "**—Adjustments in Transfer Requirements**";

(ii) **Second**, if and to the extent required by an Additional Supplemental Ordinance pursuant to which Obligations are issued and/or related Parity Credit Agreements are authorized, to a special account or accounts, such amount as is necessary to pay any Administrative Expenses that are due and payable during the succeeding month;

(iii) **Third**, to the Debt Service Reserve Fund, the lesser of (A) all funds available for transfer, or (B) subject to the alternative funding methods permitted under the Master Bond Ordinance and described herein, up to the amount required to cause the amount on deposit therein to be equal to the lesser of (y) the Debt Service Reserve

Requirement, or (z) the amount then required to be on deposit therein, plus any amounts required to restore or replenish any deficiencies in the Debt Service Reserve Fund so that the amounts required by the Master Bond Ordinance are on deposit therein when, as, and in the amounts therein required;

(iv) **Fourth**, to any other fund or account required by any Additional Supplemental Ordinance authorizing Obligations and/or Parity Credit Agreement Obligations, the amounts required to be deposited therein; and

(v) **Fifth**, to a special account or fund, if any, created by the Cities in an Additional Supplemental Ordinance, for the purpose of paying the principal and redemption price of, the interest on, and reserves for Subordinate Lien Obligations, and paying Credit Agreement Obligations that are declared to be on parity therewith.

Unless otherwise directed by an Additional Supplemental Ordinance, during each month, subject to the requirements as described above under this subcaption, the Airport is authorized to expend or set aside any money on deposit in the Operating Revenue and Expense Fund for the following purposes, in the following order of priority:

(i) **First**, expending such money for the purpose of paying the Operation and Maintenance Expenses of the Airport in accordance with the current annual budget of the Airport; and

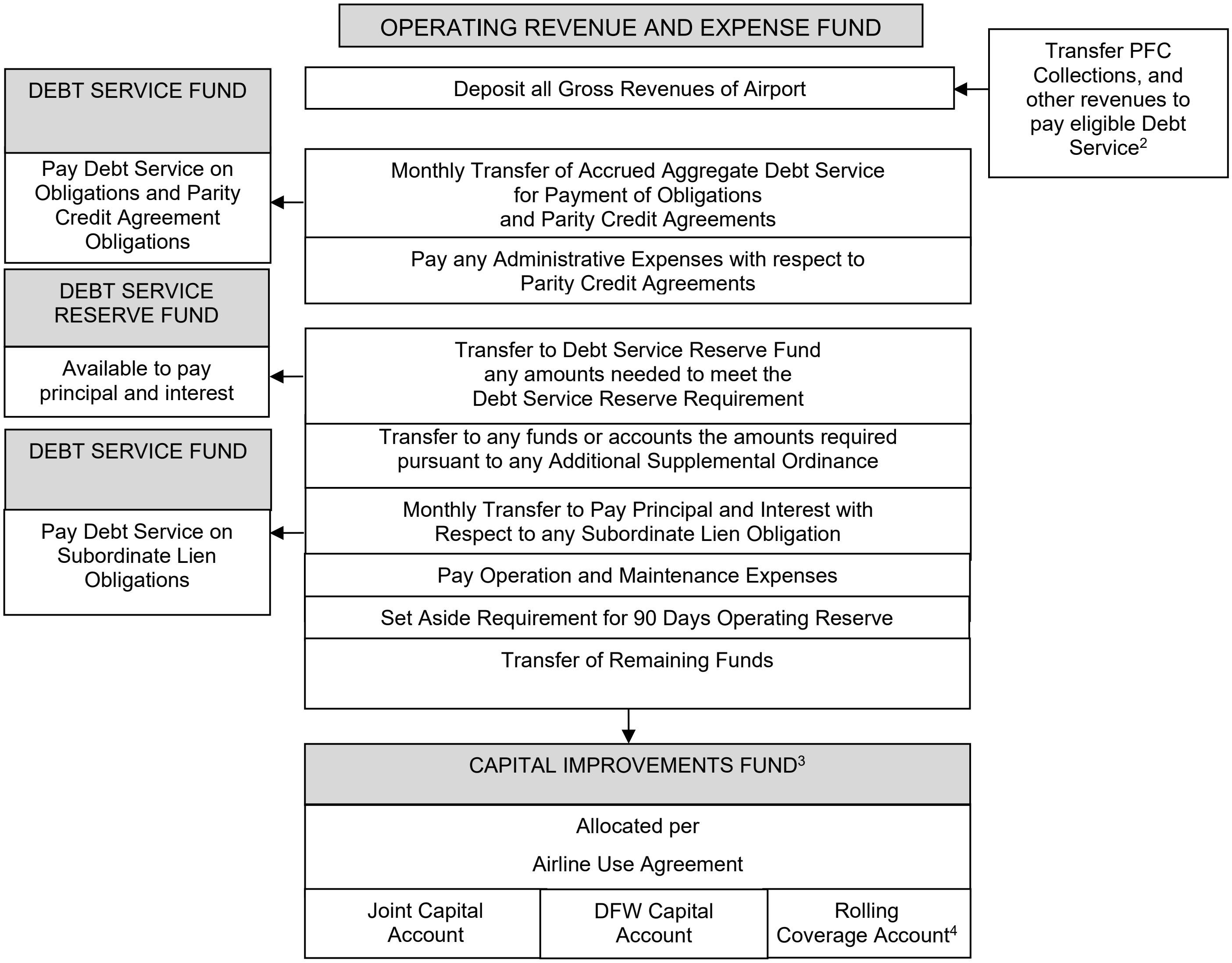
(ii) **Second**, setting aside into a separate account an amount sufficient to pay Operation and Maintenance Expenses for the ensuing period of ninety (90) days, as estimated by an Authorized Officer.

Gross Revenues remaining unexpended at the close of business on the last day of each FY, after expending or setting aside the money required for the purposes set forth in the above paragraphs of this subcaption, will be deposited to the credit of the Capital Improvements Fund for use, deposit and application as described under the subcaption "**—Capital Improvements Fund**"; provided, however, an Authorized Officer may, at such time, elect to keep all or a portion of such unexpended funds in the Operating Revenue and Expense Fund.

Notwithstanding the deposits to the Capital Improvements Fund described immediately above, an Authorized Officer may transfer amounts in the Operating Expense and Revenue Fund to the Capital Improvements Fund at any time and from time to time to the extent it can be certified by an Authorized Officer that: (A) the rate covenants described in the second and third paragraphs under the caption "**SECURITY FOR THE BONDS—Rate Covenant**" have been met to date and (B) there is no information available that the Airport will not satisfy such rate covenants for the remainder of the FY.

Notwithstanding the other provisions of this subcaption, Gross Revenues received from or through the United States of America, the State, or other sources, the use of which is limited, will be used as Gross Revenues in compliance with any requirements placed on the use of such funds.

FLOW OF FUNDS[1]



[1] This diagram is merely a summary of, and is qualified in all respects by reference to, the provisions contained in the Master Bond Ordinance. See **APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE–Funds and Flow of Funds."**

[2] Although not included as part of Gross Revenues, Passenger Facility Charges and certain payments made by the Public Facility Improvement Corporation ("PFIC") pursuant to agreements made with the Airport to pay debt service on certain previously issued Obligations are currently committed to pay debt service on the Airport's Obligations. In addition, unencumbered PFIC funds are available to pay debt service on Airport Obligations. Upon deposit to the Operating Revenue and Expense Fund such amounts become a part of the Pledged Funds. See **"OPERATIONAL INFORMATION – Passenger Facility Charges"** and "**NON-AIRLINE BUSINESS UNITS INFORMATION-Rental Cars" and "-Public Facility Improvement Corporation**."

[3] See **APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF MASTER BOND ORDINANCE–Particular Covenants–Transfers of Airport and Facilities**." Currently such revenues are deposited to the DFW Capital Account.

[4] The Rolling Coverage Account must equal 25% of aggregate debt service each year. See "**RATE SETTING – Airline Use Agreement Rate Model – Rolling Coverage Account**."

Adjustments in Transfer Requirements. The Accrued Aggregate Debt Service required to be transferred to the Debt Service Fund as described in clause (i) under the subcaption "**SECURITY FOR THE BONDS—Funds and Flow of Funds—Flow of Funds**" for the respective monthly period will be reduced by an amount equal to the total of any moneys already on deposit in the Debt Service Fund and in any account created therein, or on deposit in another Pledged Fund, if any, that is created in an Additional Supplemental Ordinance, and after taking into account investment earnings actually realized and on deposit therein (inclusive of accrued interest and amortization of original issue discount or premium), excess deposits made on account of Variable Rate Obligations and the assumed interest rates thereof and money deposited therein from the proceeds of Obligations as capitalized interest or otherwise. It is provided, however, that the amounts required to be transferred will never be reduced to an amount below the amount necessary to pay all amounts then due and owing on the Obligations and Parity Credit Agreement Obligations when due and payable.

Other than termination payments, in the event the counterparty to a Swap Agreement becomes obligated to make payments to the Airport, such amounts will be deposited to the Debt Service Fund. Currently, the Airport has no swaps outstanding.

The Airport may at any time increase the amounts of any transfers required under the subcaption **"SECURITY FOR THE BONDS—Funds and Flow of Funds—Flow of Funds**" from funds on deposit in the Operating Revenue and Expense Fund, or from any other lawfully available moneys, so long as such transfers do not reduce the amounts required to be transferred to any particular fund or account under such subcaption.

Debt Service Fund. The Airport will pay, out of the Debt Service Fund, to the respective Paying Agents for any of the Obligations from time to time Outstanding, or directly to a Credit Provider holding a Parity Credit Agreement Obligation, as applicable (i) on the date specified in the Outstanding Ordinances and in any Additional Supplemental Ordinances or Credit Agreements pursuant to which Parity Credit Agreement Obligations are created, but in no event later than each Interest Payment Date, the amount (as determined by each Paying Agent or other party designated in each applicable Outstanding Ordinance and Additional Supplemental Ordinance) required for the payment of interest on the Obligations or Parity Credit Agreement Obligations due on such Interest Payment Date, and (ii) on the date specified in the Outstanding Ordinances and Additional Supplemental Ordinances or Credit Agreements pursuant to which Parity Credit Agreement Obligations are created, but in no event later than the redemption date, the amount required for the payment of accrued interest on Obligations or Parity Credit Agreement Obligations to be redeemed or paid unless the payment of such accrued interest is otherwise provided for. Such amounts described in clause (ii) above and paid to Paying Agents will be held and applied by the Paying Agents solely to pay the amounts due and owing on the Obligations with respect to which such transfers were made and upon demand for such payment by a proper Holder.

The Airport will pay, out of the Debt Service Fund, to the respective Paying Agents, on the dates specified in the Outstanding Ordinances and each Additional Supplemental Ordinance, but in no event later than each Principal Payment Date for any of the Obligations from time to time Outstanding or Parity Credit Agreement Obligations coming due, the amount (as determined by each Paying Agent or other party designated in each applicable Additional Supplemental Ordinance) required for the payment of any Principal Installments and any Redemption Price that are due on Obligations, and similar amounts that are due and payable on Parity Credit Agreement Obligations on such Principal Payment Date and such amounts paid to Paying Agents or Credit

Providers shall be held and applied by the Paying Agents or Credit Providers as directed in each Outstanding Ordinance and in each Additional Supplemental Ordinance.

The amount accumulated in the Debt Service Fund for each Sinking Fund Installment may, and if so directed and authorized by an Additional Supplemental Ordinance shall, be applied prior to a day preceding the due date of such Sinking Fund Installment, as fixed in the Additional Supplemental Ordinance, to:

(i) the purchase of Obligations of the series and maturity for which such Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the Redemption Price payable from Sinking Fund Installments for such Obligations when such Obligations are redeemable by application of said installments plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as is specified in the Additional Supplemental Ordinance, or

(ii) the redemption of Obligations pursuant to the provisions of the applicable Additional Supplemental Ordinance authorizing such Obligations, if then redeemable by their terms, at a price not exceeding the Redemption Price.

If a stated Interest Payment Date or a Principal Payment Date, or a date fixed for redemption of Obligations or Parity Credit Agreement Obligations, is not a Business Day, then the Interest Payment Date, Principal Payment Date or redemption date will be deemed to be the next succeeding Business Day and no interest will accrue between the stated day and the applicable succeeding Business Day.

Capital Improvements Fund. Moneys transferred to the Capital Improvements Fund will be:

(i) used for any purpose permitted by Applicable Law related to the Airport.

(ii) notwithstanding the provision described in (i) immediately above, moneys on deposit in the Capital Improvements Fund shall be used to prevent a default in the payment of any Obligations or Parity Credit Agreement Obligations.

Current Disposition of Capital Improvements Fund Amounts. The Airport has entered into agreements with certain airlines called "Signatory Airlines," regarding use, operation, and charges of the Airport. These agreements are collectively referred to herein as "Use Agreements" (see **"SECURITY FOR THE BONDS – Airline Agreements"**). The Use Agreements provide for the creation of three accounts within the Capital Improvements Fund: DFW Capital Account, Joint Capital Account and Rolling Coverage Account. Funds in the DFW Capital Account may be used for any lawful purpose related to the Airport to fund costs of projects. The DFW Capital Account will be funded with amounts deposited in the Capital Improvements Fund from the Net Revenues of the DFW Cost Center ("DFWCC"), which consists of non-airline business units, plus interest income earned on the DFW Capital Account, amounts representing reimbursable PFCs (as defined herein), grants and insurance proceeds and amounts deposited thereto from the issuance of debt. [The DFW Capital Account may also be funded with amounts deposited in the Capital Improvements Fund from a portion of the Net Revenues derived from the Concessions Cost Center (the "CCC") after transfers to the Terminal Cost Center (see **"RATE SETTING – Airline Use Agreement Rate Model"** and **"SECURITY FOR BONDS – Airline Agreements"**)].

The Joint Capital Account is funded primarily with: proceeds from the sale of natural gas and interest in real property, subject to the limitations set forth in the Master Bond Ordinance (see **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF MASTER BOND ORDINANCE—Particular Covenants—Transfers of Airport and Facilities**"); interest income earned from the Joint Capital Account; amounts representing reimbursable PFCs, grants and insurance proceeds; and amounts deposited thereto from the issuance of debt. Funds in the Joint Capital Account may be used for any lawful purpose that is approved by a majority-in-interest of the Signatory Airlines ("Majority-in-Interest" or "MII") and the Airport. The Signatory Airlines have pre-approved spending from this Account for certain purposes as part of the Use Agreements.

The Rolling Coverage Account was initially funded from existing funds. At the beginning of each FY, the Airport is required to transfer the amounts in the Rolling Coverage Account to the Operating Revenue and Expense Fund as Gross Revenues to be included in the calculation of its rate covenants. Each FY, the Airport will determine the amount to be deposited to the Rolling Coverage Account, plus any incremental coverage collected during the FY.

Restoration of Deficiencies. Should the Debt Service Fund or the Debt Service Reserve Fund, or any other fund or account of any of the types described under the subcaption "**SECURITY FOR THE BONDS—Funds and Flow of Funds—Flow of Funds**," contain less than the amount required to be on deposit therein, then such deficiency will be restored from Pledged Revenues over a period not longer than sixty (60) months, and further transfers to the Capital Improvements Fund as described in the next to last paragraph of the subcaption "**SECURITY FOR THE BONDS—Funds and Flow of Funds—Flow of Funds**" will be suspended until such deficiency has been restored.

Reserves Established for Outstanding Obligations

The Master Bond Ordinance provides for the establishment of a Debt Service Reserve Fund for Obligations in the amount of the Debt Service Reserve Requirement. The amount of the Debt Service Reserve Requirement to be deposited and maintained in the Debt Service Reserve Fund on account of the Outstanding Obligations is an amount equal to the average annual Debt Service on and with respect to the Outstanding Obligations from time to time. The amount of the Debt Service Reserve Requirement to be deposited, accumulated, and maintained, or alternatively funded on account of the Bonds and Outstanding Obligations, including any Additional Obligations, will be established and funded, or funding will be provided therefor, in accordance with the provisions of Additional Supplemental Ordinances authorizing their issuance, but will be in 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 from time to time, except that no increase in the Debt Service Reserve Requirement is required on account of any series of Interim Obligations that are secured, guaranteed, or insured by a Credit Provider. Under the Master Bond Ordinance, the Debt Service Reserve Requirement may be satisfied in whole or in part by one or more Credit Agreements.

The current Debt Service Reserve Requirement is $402,787,607 and it is fully funded. Upon the issuance of the Bonds, the Debt Service Reserve Requirement will be $[__________]* and will be fully funded.

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* Preliminary, subject to change.

For a complete discussion of the Debt Service Reserve Fund and the Debt Service Reserve Requirement, see **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund.**"

Rate Covenant

In the Master Bond Ordinance the Cities have covenanted that the Airport will fix and place into effect, directly or through leases, contracts or agreements with users of the Airport, a schedule of rentals, rates, fees and charges for the use, operation and occupancy of the Airport premises and Facilities and related services (collectively, the "Airport Rates") which is reasonably estimated to produce the amounts set forth in the following two paragraphs (the "Rate Covenant"). From time to time and as often as it appears necessary, the Authorized Officers will make recommendations to the Airport as to the revision of the Airport Rates. Upon receiving such recommendations, the Airport will revise, insofar as it may legally do so, the Airport Rates for the use, operation and occupancy of the Airport, its Facilities, and related services in order to continually fulfill the requirements set forth in the Master Bond Ordinance. This Rate Covenant is not to be construed to require adjustment or revision in long-term agreements which by their terms are not subject to adjustment or revision.

The schedule of rentals, rates, fees and charges required above shall be at least sufficient to produce in each FY Gross Revenues sufficient to pay (i) the Operation and Maintenance Expenses, plus (ii) 1.25 times the amount of Accrued Aggregate Debt Service, as adjusted by taking into consideration certain investment earnings accruing during each FY, respectively, plus (iii) an amount equal to the amounts required to pay any other obligations payable from Gross Revenues of the Airport, including Subordinate Lien Obligations, but excluding Special Revenue Bonds and Special Facility Bonds, and plus (iv) any additional amounts required by the terms of an Additional Supplemental Ordinance.

Additionally, such schedule shall be at least sufficient to produce in each FY Current Gross Revenues sufficient to pay the amounts provided in clauses (i), (iii) and (iv) of the paragraph immediately above, plus 1.00 times the amount of Accrued Aggregate Debt Service accruing during each FY, respectively.

The Airport will cause all rentals, fees, rates and charges pertaining to the Airport to be collected when and as due, will prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment for the rental, use, operation and occupancy of and services by the Airport, and will provide methods of collection and penalties to the end that the Gross Revenues and the Current Gross Revenues will be adequate to meet these respective requirements.

A significant portion of Gross Revenues is generated from payments from airlines using the Airport. For a discussion of the current agreements with the Signatory Airlines, see "**SECURITY FOR THE BONDS – Airline Agreements."** See also **"CERTAIN INVESTMENT CONSIDERATIONS**."

Additional Obligations

The Cities reserve the right to issue additional debt securities for the purpose of improving, constructing, replacing, or otherwise extending the Airport, or for the purpose of refunding or refinancing any debt or obligation of or relating to the Airport permitted by Applicable Law. The Master Bond Ordinance provides that the Cities may issue several categories of Airport-related debt: Additional Obligations; Subordinate Lien Obligations; Special Revenue Bonds; and Special Facility Bonds. In addition, the Cities may enter into various Credit Agreements, including Parity Credit Agreement Obligations, to provide credit support for any series of Obligations or Subordinate Lien Obligations. See "**OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT**" for a discussion of the currently outstanding amounts of Airport-related debt.

Of these types of debt and debt-related securities, only Additional Obligations and Parity Credit Agreement Obligations would be on parity with the Bonds with respect to the pledge of Pledged Revenues and Pledged Funds. The Cities may not issue Additional Obligations unless the Airport delivers the following certifications and orders:

(1) an Authorized Officer's certification that all conditions relating to the issuance of the Additional Obligations contained in the Master Bond Ordinance and any Additional Supplemental Ordinances have been satisfied;

(2) an Authorized Officer's certification that no Event of Default has occurred and is then continuing under the Master Bond Ordinance or under any Additional Supplemental Ordinances that will not be cured by the issuance of the Additional Obligations;

(3) an Authorized Officer's written order directing that the Additional Obligations be authenticated, if they are required to be authenticated under the terms of the Additional Supplemental Ordinance; and

(4) an Authorized Officer's certification that the Cities have received at least one of the following:

(i) an Airport Consultant's written report or Certificate of an Authorized Officer projecting Gross Revenues and Operation and Maintenance Expenses and indicating that (A) the estimated Net Revenues for each of the three consecutive FYs, beginning with the first FY in which Debt Service on the Additional Obligations is due, are equal to at least 125% of the Debt Service that will be due for each of the three consecutive FYs and (B) the schedule of rentals, rates, fees and charges then in effect meets the requirements of certain provisions of the Master Bond Ordinance's Rate Covenant; or

(ii) a Certificate of the Airport's Chief Financial Officer showing that (A) for either the Airport's most recent complete FY, or for any twelve consecutive months out of the most recent eighteen months, the Net Revenues were equal to at least 125% of the maximum Debt Service scheduled to be paid during the then-current or any future FY, taking into consideration the proposed Additional Obligations and (B) the schedule of rentals, rates, fees and charges then in effect meets the requirements of certain provisions of the Master Bond Ordinance's Rate Covenant.

Set forth above is a summary description of the certificates and orders the Airport must deliver in order for the Cities to issue Additional Obligations. For a more complete description, see **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Additional Indebtedness."**

Under the Master Bond Ordinance, the Cities may not issue any debt, other than Additional Obligations and Parity Credit Obligations, on parity with the Bonds and the other Outstanding Obligations. Subordinate Lien Obligations are payable from a pledge of Gross Revenues that is subordinate to the pledge of Gross Revenues supporting payment of the Outstanding Obligations.

Such debt may also be secured by a pledge of Special Revenues as provided in the documents authorizing their issuance. Special Revenue Bonds are payable in whole or in part from a pledge of Special Revenue, and payments made pursuant to Net Rent Leases secure the payment of Special Facility Bonds. For a more complete description of Subordinate Lien Obligations, Special Revenue Bonds and Special Facility Bonds, and the security for each of them, see "**OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT**."

Airline Agreements

In 2023, the Airport entered into agreements with various air carriers utilizing the Airport. Such agreements are hereinafter collectively referred to as the "Use Agreements." The Use Agreements signed by each Signatory Airline are substantially similar. [The Airport has Use Agreements with 27 passenger airlines and 14 freight airlines].

The following is a summary of certain provisions of the Use Agreements. The summary does not purport to be complete or to follow the exact language of the Use Agreements and is subject in all respects to the detailed provisions of the Use Agreements, copies of which are available for inspection at the Airport's offices. The capitalization of any word or phrase which is not defined herein, or not conventionally capitalized, indicates such word or phrase as defined in the Use Agreements.

Term and Extensions. The Use Agreements have a ten-year term that began on October 1, 2023 and expires on September 30, 2033.

Use of Airport. Under the Use Agreements, each Signatory Airline has the right to use the Airport for any lawful, reasonable, and appropriate activity in connection with such airline's business of transportation by aircraft. Such use includes, among other things, terminal structures, aircraft parking ramps, runways, and taxiways.

General Commitment. Under the Use Agreements, in consideration of its use, occupancy and operation of the Airport, each Signatory Airline agrees to pay rentals, fees and charges based on the methodology described in "**RATE SETTING - Airline Use Agreement Rate Model**."

Adjustments to Rates and Charges. **Under the Use Agreements, if during any FY, the Airport anticipates that collected revenues from the Airfield Cost Center and certain sub-cost centers will be insufficient by an amount at least equal to 3% of that projected for the associated cost center, then the Airport may, without Signatory Airlines approval, increase rates or fees during such FY in an amount sufficient to recover the shortfall by the end of such FY.** The Use Agreements specifically provide the Airport the ability to adjust rates, fees, and charges, including without limitation landing fees, from time to time, in order to meet the requirements of the Master Bond Ordinance, including, without limitation, debt service reserve fund adjustments, the Rate Covenant, and the flow of funds requirements under the Master Bond Ordinance.

New Capital Projects. The Use Agreements establish procedures regarding airline approval of new capital projects. Before commencing certain projects that are to be funded from the Joint Capital Account or from the proceeds of Obligations, except for certain pre-approved projects and subject to certain exceptions, the Airport must obtain the approval of a Majority-In-Interest of the Signatory Airlines. Projects funded solely from the DFW Capital Account or the PFIC will not be repaid by the Signatory Airlines through airline rates and charges and do not require Majority-In-Interest approval. See "**CAPITAL IMPROVEMENT PROGRAM – Capital Improvement Program (CIP) Expenditures**."

Assignment by Airline. A Signatory Airline may not make an assignment of or sublease under its Use Agreement without the written consent of the Airport, which consent will not be unreasonably withheld; provided, however, that so long as the Signatory Airline's obligations under its Use Agreement are assumed by the assignee, such agreement may be assigned without such consent to any successor in interest of the Signatory Airline with or into which the Signatory Airline may merge or consolidate, or which may succeed to the assets of the Signatory Airline or a major portion of its assets related to its air transport system.

Events of Default and Remedies. The Use Agreements set forth certain occurrences or events which constitute events of default thereunder and remedies on default. See "**CERTAIN INVESTMENT CONSIDERATIONS - Effect of Bankruptcy on Use Agreement.**"

Enforceability; Bondholders' Remedies

The Master Bond Ordinance provides that if the Cities default in the payment of principal of or interest on any Outstanding Obligations, including the Bonds, or the performance of any duty or covenant provided by law or in the Master Bond Ordinance, owners of such Outstanding Obligations, including the Bonds, may pursue all legal remedies afforded by the Constitution and the laws of the State to compel the Cities to remedy such default and to prevent further default or defaults.

The Master Bond Ordinance neither appoints nor makes any provision for the appointment of a trustee to protect the rights of owners of the Bonds. Furthermore, the Master Bond Ordinance does not provide for acceleration of maturity of the Bonds or for foreclosure on Pledged Revenues or possession of Pledged Revenues by a trustee or agent for owners of the Bonds or for operation of the Airport by an independent third party in the event of default.

No lien has been placed on any of the physical properties comprising the Airport to secure the payment of or interest on the Bonds. Moreover, in the event of default, the owners of the Bonds have no right or claim under the laws of the State against the Airport or any property of the Cities other than their right to receive payment from Pledged Revenues and Pledged Funds maintained pursuant to the Master Bond Ordinance. Owners of the Bonds have no right to demand payment of principal of or interest or premium, if any, on the Bonds from any funds raised or to be raised by taxation or from any funds of the Cities except those specifically pledged by the Master Bond Ordinance. Further, unless sovereign immunity is expressly waived by the Texas Legislature or it is determined that the provision of airport services is a proprietary rather than a governmental function of the Cities, local governmental immunity would be available as a defense against suits for money damages against the Cities or the Airport in connection with the Bonds. The Cities will not waive sovereign immunity against suit in connection with the issuance of the Bonds. Accordingly, the only practical remedy in the event of a default may be a mandamus proceeding to compel the Cities to increase rates and charges reasonably required for the use and service of the Airport or perform its other obligations under the Master Bond Ordinance, including the deposit of the Pledged Revenues into the special Funds provided in the Master Bond Ordinance and the application of such Pledged Revenues and such Pledged Funds in the manner required in the Master Bond Ordinance. Such remedy may need to be enforced on a periodic basis because maturity of the Bonds is not subject to acceleration. In addition, the Cities' ability to comply with the Rate Covenant will be limited by contractual and competitive supply and demand constraints. See **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE**

MASTER BOND ORDINANCE—Particular Covenants—Rates, Charges and Free Use of Land."

The enforcement of a claim for payment of principal of or interest on the Bonds and the Cities' other obligations with respect to the Bonds are subject to the applicable provisions of the federal bankruptcy laws and to any other similar laws affecting the rights of creditors of political subdivisions generally. The Cities may seek relief from their creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"); however, Chapter 9 recognizes a security interest in a specifically pledged source of revenues, such as the Pledged Revenues. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the pursuit of any other legal action by creditors or bondholders against an entity that seeks protection under Chapter 9. Therefore, should either City avail itself of Chapter 9 protection from creditors, the ability to enforce any other remedies available to the registered owners, may be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the U.S. Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it.

RATE SETTING

Controlling Documents and Budgetary and Rate Setting Processes

The Cities entered into the Contract and Agreement in 1968 for the purpose of developing and operating the Airport as a joint venture. In addition to the Contract and Agreement, the Airport is governed by several other key documents, including the Master Bond Ordinance and the Use Agreements (collectively, the "Controlling Documents"). The Controlling Documents establish the framework for much of DFW's budgeting, rate setting and financial reporting processes. See **"SECURITY FOR THE BONDS — Airline Agreements."**

Each FY, management prepares an annual budget of projected expenditures for the Operating Revenue and Expense Fund. This budget includes the Airport's projected operating expenses, plus an amount equal to at least 1.25 times the amount of Accrued Aggregate Debt Service accruing during such FY, plus any incremental amount required to maintain a 90-day operating reserve.

The budget also includes airline and tenant revenues (primarily landing fees and terminal rents), non-airline revenues (e.g., parking and concessions) and non-operating revenues (e.g., interest income and PFCs). Under the Use Agreements, the revenues and expenses are allocated among four cost centers: Airfield Cost Center, Terminal Cost Center, DFWCC and the CCC. Management uses this information to prepare an annual Schedule of Rates, Fees, and Charges which is the basis for charging the airlines, tenants, and other airport users for Airport services.

The annual budget is prepared by management, reviewed with the Signatory Airlines, and approved by the Board and the Cities by September 30th of each FY. Management has the authority to adjust individual line items within the budget provided the total budget is not exceeded.

For additional financial information regarding the Airport refer to www.dfwairport.com/investors. Information provided by the Airport on its website is not a part of the Cities' continuing disclosure obligations under its continuing disclosure agreement relating to the Bonds ("Continuing Disclosure Agreement"). This reference to the Airport's website is for informational purposes only, and neither the website nor the information contained on such website shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

Airline Use Agreement Rate Model

The Use Agreements are a hybrid business model, whereby the Signatory Airlines pay landing fees and terminal rentals based on the net cost to provide those services, and DFW retains a portion of the Net Revenues from non-airline businesses in the DFWCC. Pursuant to the Use Agreements, DFW also retains a portion of the Net Revenues from non-airline businesses in the CCC. Below are summaries of the rate models under the Use Agreements.

Airline Cost Centers. The Airline Cost Centers (consisting of the Airfield Cost Center and the Terminal Cost Center) are cost recovery in nature, such that the amount charged to the airlines equals the net cost to DFW to provide such facilities and services, after certain adjustments. Landing fees and terminal rental rates are based on the net cost to operate, maintain and finance the airfield and terminals, respectively. DFW charges the direct operating and maintenance costs for the airfield and terminals, plus allocated Department of Public Safety ("DPS") costs and indirect operating costs, plus debt service net of PFCs to each cost center; then DFW subtracts ancillary revenues generated in these cost centers; and credits or charges certain transfers and/or adjustments (see **"RATE SETTING – Airline Use Agreement Rate Model – Use Agreements – Revenue Sharing Thresholds and Adjustments"** and **"—True-Up Adjustments"** below). The budgeted landing fee rate is determined by dividing the net cost of the Airfield Cost Center by projected landed weights. The budgeted average terminal rental rate is determined by dividing the net cost of the Terminal Cost Center by leasable square footage. The Airport charges an equalized terminal rental rate for all five terminals. Once the new Terminal F is operational, the Airport will charge an equalized terminal rental rate for all six terminals.

Concessions Cost Center (CCC). Terminal concessions revenues paid to the Airport along with the associated direct expenses, allocated DPS costs and indirect costs for terminal concessions are included in the CCC. A portion of the Net Revenues derived from this cost center are transferred to Terminal Cost Center to reduce terminal rentals with the remainder, if any, transferred to the DFW Capital Account (see **"RATE SETTING – Airline Use Agreement Rate Model – Use Agreements – Revenue Sharing Thresholds and Adjustments"** below and **"SECURITY FOR BONDS – Airline Agreements"**). For financial reporting purposes, the CCC is combined with the DFWCC.

DFW Cost Center (DFWCC). The DFWCC includes all revenues, interest income, direct expenses, allocable DPS costs, indirect expenses, and debt service net of PFCs for the non-airline business units, except for terminal concessions. The DFWCC also pays for the costs associated with the Skylink people mover system. A portion of the Net Revenues from this cost center may be transferred to Airfield Cost Center under certain circumstances to reduce landing fees with the remainder, if any, transferred to the DFW Capital Account (see **"RATE SETTING – Airline Use Agreement Rate Model – Use Agreements – Revenue Sharing Thresholds and Adjustments"** below and **"SECURITY FOR BONDS – Airline Agreements"**).

Joint Capital Account (JCA). Funds in the JCA generally require DFW and Signatory Airline approval before money can be spent. The JCA is funded from the proceeds from natural gas royalties and the sale of land, plus interest income on the JCA. Supplemental funding for projects paid from the JCA may come from grants and/or the issuance of debt.

Rolling Coverage Account. The Rolling Coverage Account must equal 25% of aggregate debt service each FY. If new debt is issued during a FY or if the Rolling Coverage Account balance is otherwise reduced, rates under the Use Agreements are established to generate the incremental coverage amount that is required to fund 25% of the new debt service. Each FY, the Rolling Coverage Account is transferred into the Operating Revenue and Expense Fund as a source of revenue and then transferred back into the Rolling Coverage Account as excess revenue at the end of the FY.

DFW Capital Account. This is DFW's discretionary account and is funded primarily from Net Revenues from the DFWCC and CCC (after Revenue Sharing Threshold Adjustments) plus interest income from the DFW Capital Account. Supplemental funding for projects paid from the DFW Capital Account may come from grants, insurance proceeds and/or the issuance of debt. Funds in this account may be used for any legal purpose without airline approval.

Revenue Sharing Thresholds and Adjustments. The Use Agreements establish a Lower Threshold Amount and an Upper Threshold Amount (collectively, the "Threshold Amounts"), which are increased annually by 3.5% or the Consumer Price Index, whichever is higher. The base Lower Threshold Amount is $59.0 million and the base Upper Threshold Amount is $88.4 million for the FY 2025 budget. **The benefit of the Lower Revenue Sharing Threshold Adjustment to DFW and investors is that it guarantees that DFW will have a minimum level of cash to pay debt service and transfer to the DFW Capital Account each FY to replace assets on a timely basis.**

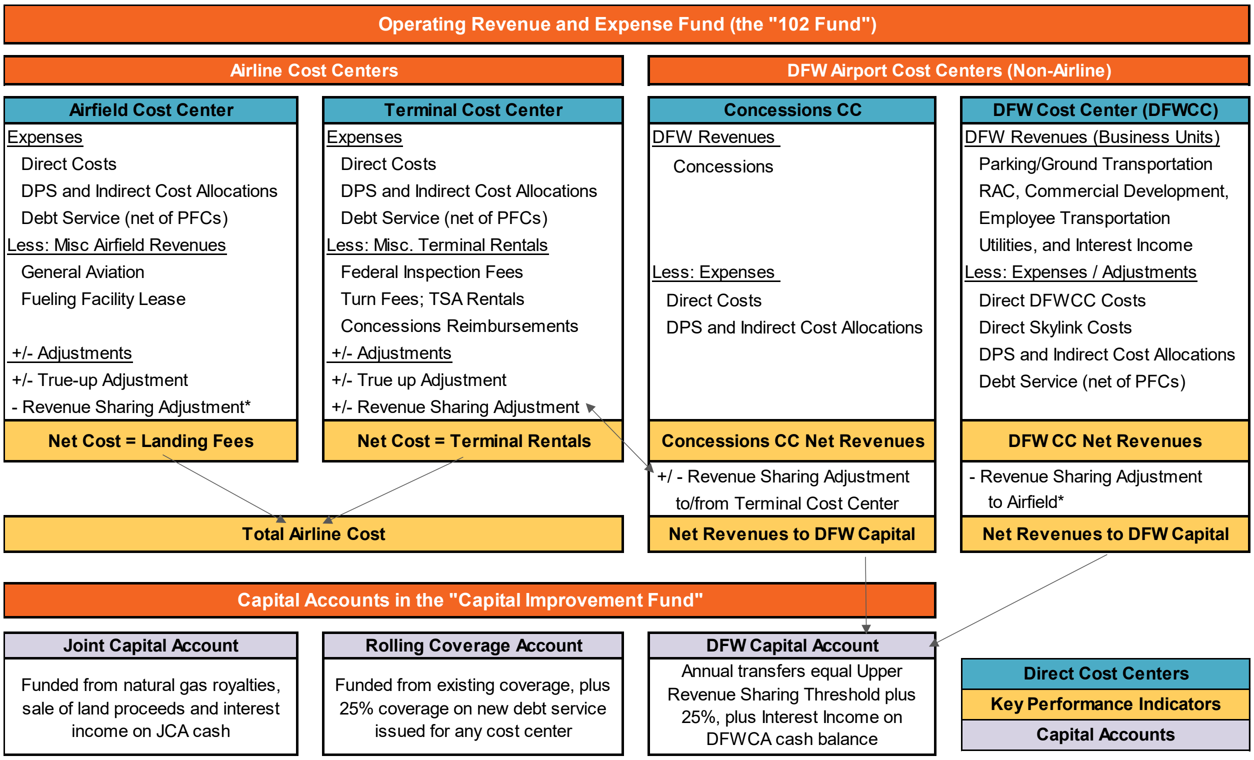
If the total Net Revenues from the CCC and DFWCC are budgeted to be less than the Lower Threshold Amount, a Lower Revenue Sharing Threshold Adjustment will be budgeted to be transferred from the Terminal Cost Center to the CCC and/or from the Airfield Cost Center to the DFWCC, as determined by DFW during the FY in which the deficit occurs. However, if the revenue sharing amount to the airlines (via transfer to the Terminal Cost Center and Airfield Cost Center) is greater than the revenue sharing amount retained by DFW, the following test is applied to determine if a recalculation is required: if the FY over FY percent growth of DFWCC gross revenues minus the percent growth in CPI is greater than the percent growth of enplanements, then the revenue sharing amounts are recalculated so that DFW and the airlines each receive a 50% share.

If the total Net Revenues from the CCC and DFWCC is budgeted to be greater than the Upper Threshold Amount, then 75% of the excess is budgeted to be transferred to the Terminal Cost Center from the CCC as an Upper Revenue Sharing Threshold Adjustment, provided there are sufficient CCC Net Revenues to make this transfer. In the event there are insufficient Net Revenues in the CCC, then the shortfall is budgeted to be transferred from DFWCC to the Airfield Cost Center.

The remaining Net Revenues in the CCC and DFWCC, equal to the Upper Threshold Amount plus the remaining 25%, are budgeted to be transferred to the DFW Capital Account.

True-Up Adjustments. At the end of each FY, DFW performs a reconciliation or true-up, such that revenues collected equal the actual net cost to operate and maintain the airfield and terminals. The differences become True-Up Adjustments. The Airfield Cost Center True-Up Adjustment is applied to the landing fee rate (as either an increase or decrease) no later than April 1 of the following FY. The Terminal Cost Center True-Up Adjustment is handled as a payment to, or a receipt from, the Signatory Airlines renting space in the Terminals. The payment or invoice to the Signatory Airlines is required to be made within 30 days of the issuance of the external audit.

The following chart is a summary of the Use Agreement rate model.



* Revenue sharing to the Airfield Cost Center only occurs if the CCC Net Revenues are not sufficient to meet the revenue sharing formula in Section 5.7(c)(i) of the Use Agreements.

See “**SECURITY FOR THE BONDS – Airline Agreements.**”

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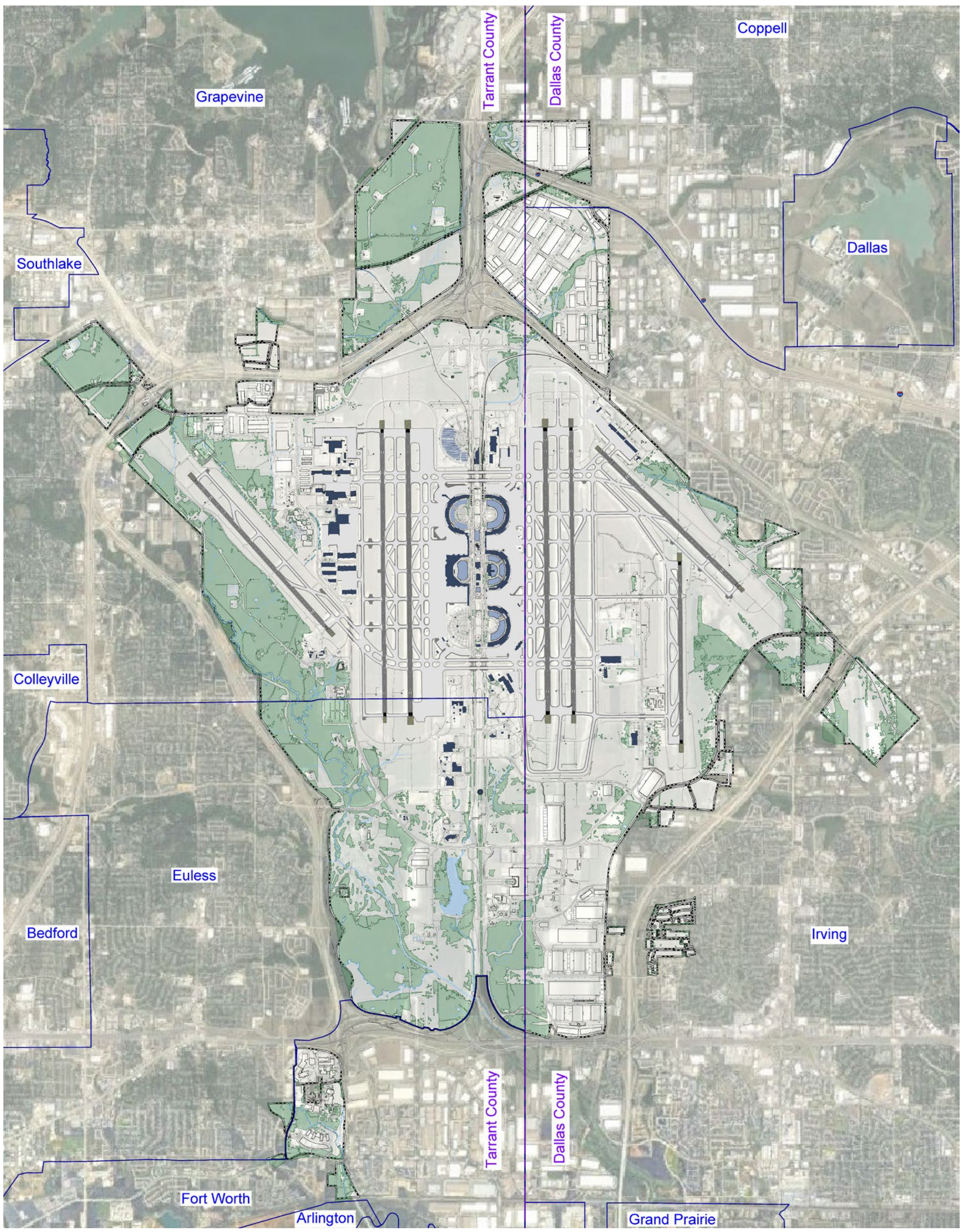
THE AIRPORT

General

The Airport is the principal air carrier facility serving the North Central region of the State and the Dallas Fort Worth metropolitan area, also referred to as the Metroplex. The Airport is located within a four-hour flight time of approximately 98% of the U.S. population. The primary Airport service region (the "Airport Service Region") includes the 9,500-square mile, 12-county Dallas Fort Worth Consolidated Metropolitan Statistical Area. Although owned by the Cities of Dallas and Fort Worth, the Airport sits within the city limits of Coppell, Fort Worth, Grapevine, Euless and Irving, and within Dallas and Tarrant Counties. See **APPENDIX A – "DALLAS-FORT WORTH METROPLEX REGIONAL DATA"** for a summary of economic statistics about the DFW region.



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Airfield. The Airport is one of the highest capacity airports in the world with seven runways: two diagonal runways and five north/south parallel runways. Four of the Airport's parallel runways are 13,400 feet in length. The Airport has the capacity to land, park and gate the Airbus A380, currently the largest passenger airliner in the world. The Airport's designated hourly capacity arrival/departure flow is approximately 170 aircraft operations per hour under reduced instrument flight conditions and approximately 226 to 264 aircraft operations per hour under optimum visual flight conditions, a condition that prevails approximately [94]% of the time.

Terminals. The Airport currently has five terminals (A, B, C, D, and E) totaling 6.3 million square feet of building space, including approximately 170 aircraft boarding gates and 15 security checkpoints, with pre-authorized check-in for domestic passengers at six of the checkpoints. Collectively, the airlines averaged approximately [5.1] turns per active gate per day in FY 2023. See "**CAPITAL IMPROVEMENT PROGRAM – Capital Improvement Program (CIP) Expenditures – Terminal F – Phase 1 Program**."

American Airlines ("American" or "American Airlines") operates domestic service in Terminals A, B, C, D, and E. All of American's international arrivals that require U. S. Customs and Immigration clearance are in Terminal D. Their international departures are primarily in Terminal D, with some operated from Terminals A and C. American Eagle, operating as Envoy Air, the largest regional carrier for American, operates domestic service in Terminals B, D and E, with international service in Terminals B and D. All other airline domestic flights operate from Terminal E (with a few seasonal flights in Terminal D). The other airline international arrivals and most departures operate from the Airport's International Terminal D, with several international departures in Terminal E.

Approximately 93% of all terminal gates are preferential leased gates or permit gates. The remaining terminal gates are common use gates Airlines pay a per-turn fee for the common use gates.

The Airport is responsible for custodial services in all five terminals, and facilities maintenance in Terminals B, D and E. American is responsible for facilities maintenance in Terminals A, C, and the Terminal E Satellite. American also handles baggage maintenance in Terminals A, C and D, American's leased boarding bridges in Terminals A, C and D, and six boarding bridges in Terminal B. The costs associated with the Airport's custodial and maintenance services of these facilities are included in the Airport's operating budget. The costs of maintenance activities completed directly by American Airlines are not included in the Airport's operating budget or financial statements.

Transit System. The Airport operates an elevated transit system ("Skylink") between its five terminals. Skylink is used to transport passengers and employees on the secure side of the terminal. The Airport operates 16 of its 24 fully automated cars on Skylink during normal operations. Skylink cars circle the five terminals in two directions with an average time between terminals of 2 minutes. There are two Skylink stations in each terminal. The average customer ride is estimated to be approximately 5 minutes.

The Airport also uses buses to transport passengers and employees between terminals, parking lots and the consolidated rental car facility.

The Airport has two train stations located in the Central Terminal Area that provide connections to the region's mass transit systems. The first rail station is adjacent to Terminal B and is operated by Trinity Metro's TEXRail which provides commuter rail service to the Fort Worth

Central Business District with intervening stops. The second rail station is adjacent to Terminal A and is operated by Dallas Area Rapid Transit. It provides light rail service to the Dallas Central Business District with intervening stops. Trinity Metro also operates a bus shuttle service from the Airport to the nearest Trinity Rail Express station south of the Airport.

Integrated Operations Center (IOC). The Integrated Operations Center (IOC) serves as a single point of contact to centralize communications for the Airport's passengers, guests, tenants, employees, and contractors. This includes the 9-1-1 call management of police, fire and emergency medical response teams and 3-1-1 non-emergency services. The IOC is a fully integrated operations center and emergency operations center. This next generation facility brings together staff and operating functions from across the Airport into an open and collaborative environment where decisions are made using integrated processes and enabling technologies.

Aircraft Fueling System/Fuel Farm Consortium. Signatory Airlines that are members of the fuel consortium entered into a limited liability company known as the Dallas-Fort Worth Fuel Company LLC to provide aircraft fuel on the Airport grounds and manage the fuel farm. The fuel farm sits on 35 acres of land, has a holding capacity of approximately 28.4 million U.S. gallons, and provides single point refueling at all terminal apron gate areas. The fuel farm is managed and operated by a third party for the consortium. The Airport does not receive a fueling fee from consortium members but does receive ground rent. The fuel farm agreement between the Airport and the Dallas Fort Worth Fuel Company, LLC is a twenty-year agreement, effective October 1, 2014 and expiring September 30, 2034.

Airport Board of Directors

Under the terms of the Contract and Agreement, the Board provides oversight of the Airport on behalf of the Cities. The Board oversees and provides strategic direction to management to plan, acquire, establish, develop, construct, maintain, equip, operate, lease, regulate and police the Airport and is charged with the responsibility of exercising on behalf of the Cities, the powers of each with respect thereto.

The Board consists of 11 members, 7 from the City of Dallas and 4 from the City of Fort Worth. Both the Mayor of Dallas and the Mayor of Fort Worth sit on the Board. The remaining Board members are appointed by the respective City Councils of the Cities. In addition, the Board has one non-voting member who is selected by the Cities of Coppell, Euless, Grapevine and Irving, Texas, respectively, on a rotating basis. Board members serve without compensation.

Airport Management

The operations of the Airport are administered by a Chief Executive Officer. There are currently seven Executive Vice Presidents and 23 Vice President positions. The General Counsel and Internal Audit Director report directly to the Board. The approved FY 2024 Budget includes 2,345 full time positions.

Sean P. Donohue (Chief Executive Officer). In his role as Chief Executive Officer, Mr. Donohue is responsible for the management, operation and future development of the Airport. Mr. Donohue joined the Airport in October of 2013, following a distinguished 28-year career in the airline industry. Prior to his arrival at the Airport, Mr. Donohue served for three years as the Chief Operating Officer for Virgin Australia Airlines, where he led day-to-day operations for Australia's second largest air carrier. Prior to that, Mr. Donohue served for 25 years with United Airlines in a variety of executive roles that included operations, sales and commercial startups. Mr. Donohue graduated from Boston College with a Bachelor of Science degree in Marketing and Economics and is a native of Massachusetts.

Christopher A. Poinsatte (Executive Vice President-Chief Financial Officer). Mr. Poinsatte was appointed Executive Vice President-Chief Financial Officer for the Airport in September 2003. In this position, Mr. Poinsatte is responsible for the business and financial planning, budgeting, accounting, information technology systems, treasury functions, procurement and aviation real estate. Mr. Poinsatte has over 45 years of financial experience in the private and public sectors. Before coming to the Airport, Mr. Poinsatte was the Chief Financial Officer of NextJet Technologies, Inc., a start-up transportation management and logistics software company. Prior to that, Mr. Poinsatte served as the Chief Financial Officer for the Dallas Area Rapid Transit. Mr. Poinsatte is a graduate of the University of Notre Dame and has been a Certified Public Accountant in Texas since 1981.

Kenneth Buchanan (Executive Vice President-Revenue Management). Mr. Buchanan was appointed Executive Vice President-Revenue Management in August 2005 and is responsible for the Airport's strategic direction to maximize non-aviation revenues and increase customer satisfaction. He oversees and directs the Airport's concession, customer service, and parking business units. During his career Mr. Buchanan has acquired more than 30 years of industry experience in revenue management, sales, merchandising technology, sales planning and marketing. Prior to joining the Airport, he served as the Director of Strategic Initiatives and Sales Planning for Coors, Inc. He has also held executive level positions at Kmart Corp., Pepsi, Information Resources, Inc., and Kroger Corp. Mr. Buchanan attended Memphis State University, earning a B.A. in Business, and earned an MBA from Jackson State University. He has also completed the Airport Management Professional Accreditation Programmer (AMPAP) and received the AIP designation through Joint ACI-ICAO.

Chris McLaughlin (Executive Vice President of Operations). Mr. McLaughlin was appointed Executive Vice President of Operations for the Airport in June 2021. In this position, Mr. McLaughlin provides the vision, strategy, direction, and execution that drives business objectives regarding the physical operation of the Airport, including public safety, airside operations, sustainability, environmental compliance, and integrated operations. Mr. McLaughlin has more than 20 years of operational experience in both the public and private sector. Before joining the Airport, Mr. McLaughlin was executive vice president and chief operating officer at Denver International Airport. Mr. McLaughlin is a graduate of Connecticut College and completed the Center for Homeland Defense and Security Executive Leadership Series through the Naval Post Graduate School.

Maruchy Cantu (Executive Vice President of Administration, Diversity, Equity & Inclusion). Ms. Cantu was appointed Executive Vice President in December 2021. In this capacity, she provides vision, strategy, and direction for the execution of all people related administrative policies and programs, development of small, minority and women owned businesses, diversity and affirmative action programs, internal and external communications, community engagement, marketing, and risk management. She has more than 25 years of related experience across multiple industries. She has held leadership and executive level roles for companies including Northrop Grumman, Grainger, PepsiCo/Frito Lay, and Reece USA. Ms. Cantu holds a Bachelor of Business Administration from the University of North Texas and a Master of Business Administration from Dallas Baptist University.

Paul Puopolo (Executive Vice President-Innovation). Mr. Puopolo was appointed Executive Vice President-Innovation for the Airport in August 2018. In this position, Mr. Puopolo is responsible for leading DFW's Innovation function to identify, assess, and drive the collaborative development of new solutions and business models to create new growth and competitive advantage. Mr. Puopolo is an experienced "intrapreneur" with multi-industry innovation, emerging technology, and direct to consumer background. Throughout his career he has built and led corporate innovation teams within large, complex organizations. Before coming to the Airport, he served as the VP Innovation at MetLife Inc., VP of Business Innovation & Development at Highmark Inc., and Director of Consumer Innovation at Humana Inc. Mr. Puopolo served as an active-duty officer and pilot in the U.S. Navy, is a graduate of Villanova University and the Naval Postgraduate School.

Mohamed Charkas (Executive Vice President-Infrastructure & Development). Mr. Charkas is responsible for the conceptual and functional planning of airport facilities, Airport Master Plan development, the annual Capital Improvement Program, and DFW's infrastructure planning efforts. Mr. Charkas brings more than 25 years of industry experience, including more than 12 years in aviation project development. Before joining DFW in 2018, Mr. Charkas was a director at HNTB leading aviation projects that included DFW's Terminal D expansion, DPS Headquarters and the Integrated Operations Center. Mr. Charkas holds a Bachelor of Science in Electrical Engineering. He has earned numerous certifications, including Professional Project Management Certification, LEED Green Associate certification and Associated Value Engineering Specialist certification.

Elaine Flud Rodriguez (General Counsel). Ms. Rodriguez was appointed as an Executive Assistant City Attorney for the City of Dallas and General Counsel for the Airport in August 2011. In this position, Ms. Rodriguez directs and manages all legal functions for the Airport, including management of outside legal counsel. Prior to joining the Airport, Ms. Rodriguez served as Senior Vice President, General Counsel and Secretary of two NASDAQ-listed companies, EF Johnson Technologies, Inc. and CellStar Corporation. Prior to joining CellStar, she was General Counsel and Secretary of Zoecon Corporation, a wholly-owned subsidiary of Sandoz Ltd. Earlier in her career, she was engaged in the private practice of law with Atlas & Hall and Akin, Gump, Strauss, Hauer & Feld. Ms. Rodriguez earned her bachelor's degree at Loyola University New Orleans and her Juris Doctor from Tulane University School of Law. She is licensed to practice law in the states of Texas and Louisiana.

FINANCIAL AND OPERATIONAL INFORMATION

The following sections provide comparative financial and operational information for the Airport's core business, including passengers, operations, destinations and landed weights. The information in the following tables is unaudited. Some schedules may not correspond or tie due to rounding of numbers and some amounts may vary from prior official statements due to reclassifications. All amounts are in whole numbers unless stated in the title of the table or on a particular row.

Variances for FY 2022 compared to FY 2021, and variances between FY 2021, FY 2020 and FY 2019 are primarily due to the impact and recovery from COVID-19 at the Airport.

Average Landing Fees and Terminal Rental Rates

Table 1 shows actual and budgeted average landing fee rates and actual and budgeted average terminal rental rates for the past five FYs. Average rates are shown because the Airport makes rate adjustments during the year. DFW utilized Federal Relief Proceeds in FY 2020, FY 2021 and FY 2022 to offset the negative impact of COVID-19 on airline rates.

Table 1
Average Signatory Landing Fee and Terminal Rental Rates
(Unaudited)

	Fiscal Year Ended, September 30				
	2023	2022	2021	2020	2019
Average Landing Fee Rates*					
Final Rates at the True-up	$ 0.98	$ 1.60	$ 2.02	$ 2.35	$ 2.31
Budgeted	$ 1.88	$ 2.23	$ 2.23	$ 2.23	$ 2.65
Average Terminal Rental Rates					
Final Rates at the True-up	$311.79	$301.05	$305.82	$302.20	$308.79
Budgeted	$380.94	$306.85	$306.85	$306.85	$310.26

Source: DFW Airport Finance Department.
*Per 1,000 pounds.

Airline Cost and Passenger Airline Cost Per Enplanement ("CPE")

Airline cost measures the total payments by the passenger carriers primarily for landing fees and terminal rentals and by the cargo carriers primarily for landing fees. CPE measures the passenger airline (only) payments divided by the number of enplanements. The Airport's goal is to maintain a CPE that is competitive with other major large hub airports.

Table 2 shows actual airline cost and actual CPE on a final rate after the FY end true-up and on a budgeted rate basis for the past five FYs. DFW utilized Federal Relief Proceeds in FY 2020, FY 2021 and FY 2022 to offset the negative impact of COVID-19 on airline rates and charges and on total airline cost. Actual CPE increased in FY 2020 due to lower enplanements and decreased in FY 2021 and FY 2022 due to traffic recovery, as shown below.

Table 2
Airline Cost and Passenger Airline Cost Per Enplanement (CPE)
(Unaudited)

	Fiscal Year Ended, September 30				
	2023	2022	2021	2020	2019
Airline Cost (millions)					
Final Rates at the True-up	$ 463.9	$ 446.6	$ 440.9	$ 443.1	$ 485.5
Budgeted	$ 595.4	$ 469.5	$ 469.2	$ 501.5	$ 498.4
Cost per Enplanement					
Final Rates at the True-up	$ 11.56	$ 12.19	$ 15.63	$ 18.29	$ 12.95
Budgeted	$ 14.99	$ 13.70	$ 17.28	$ 12.96	$ 13.28

Source: DFW Airport Finance Department.

DFW Cost Center Net Revenues

Table 3 provides a financial summary of the revenues and expenses of the DFWCC for the past five FYs and the nine months ended June 30, 2024 and 2023. DFW utilized Federal Relief Proceeds in FY 2020 and FY 2021 to keep DFWCC Net Revenues near the FY 2020 Budget. DFW did not apply FRPs to this cost center for FY 2022 or FY 2023 because other DFWCC revenues exceeded budget.

Table 3
DFW Cost Center Net Revenues
(Unaudited, in millions)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022	2021	2020	2019
Revenues							
Parking and Ground Transportation	$ 173.9	$ 157.5	$ 216.8	$ 189.6	$ 112.6	$ 100.6	$ 179.3 (1)
Concessions	96.6	85.1	116.0	100.0	66.7	62.0	94.2
Rental Car	35.6	34.1	45.5	41.2	31.8	23.7	33.5
Commercial Development	58.2	55.1	73.6	65.7	60.1	54.3	49.7
Other Revenues	46.1	39.6	55.6	38.7	30.8	41.6	42.7
Federal Relief Proceeds (2)	-	-	-	-	96.5	107.6	-
Total Revenues	410.4	371.4	507.5	435.2	398.5	389.8	399.4
DFW Cost Center Expenditures							
Operating Expenses	(123.0)	(107.0)	(167.7)	(146.2)	(129.8)	(129.2)	(150.4)
Debt Service, net of PFCs	(47.3)	(34.5)	(55.0)	(50.7)	(60.2)	(70.6)	(66.3)
Total Expenditures	(170.2)	(141.5)	(222.7)	(196.9)	(190.0)	(199.8)	(216.7)
Gross Margin - DFW Cost Center	240.2	229.9	284.8	238.3	208.5	190.0	182.7
Less Transfers and Skylink							
DFW Terminal Contribution	-	(4.5)	(4.2)	(2.8)	(2.9)	(2.8)	(3.3)
Skylink Costs	(41.9)	(39.6)	(33.0)	(32.7)	(26.9)	(23.2)	(27.0)
Net Revenues from DFW Cost Center	$ 198.3	$ 185.8	$ 247.6	$ 202.8	$ 178.7	$ 164.0	$ 152.4
Threshold adjustment to Airfield Cost Center	-	-	126.0	97.3	81.0	70.5	63.2
Net to DFW Capital Account	$ 198.3	$ 185.8	$ 121.6	$ 105.5	$ 97.7	$ 93.5	$ 89.2

Source: Dallas Fort Worth International Airport, Rates, Fees and Charges.
(1) Reclassification of parking fees to contract expenses increased revenues by $5.3 million.
(2) Total Federal Relief Proceeds revenues received are classified as non-operating revenue for GAAP.

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Aircraft Operations

For calendar year 2023, Airports Council International ("ACI") ranked the Airport third globally for total number of aircraft operations. Table 4 sets forth the total annual aircraft operations at the Airport for the past five FYs and the nine months ended June 30, 2024 and 2023.

Table 4
Aircraft Operations
(Unaudited, in thousands)

	Nine Months Ended				Fiscal Year Ended, September 30									
	Jun-24		Jun-23		2023		2022		2021		2020		2019	
	Ops	%	Ops	%	Ops	%	Ops	%	Ops	%	Ops	%	Ops	%
Domestic Passenger	450	84%	407	83%	567	84%	554	84%	524	84%	470	84%	582	83%
International Passenger	57	11%	53	11%	71	10%	67	10%	51	8%	44	8%	72	10%
Total Passenger	507	95%	460	94%	638	94%	621	94%	575	92%	514	92%	654	93%
Cargo Aircraft	16	3%	20	4%	25	4%	27	4%	28	5%	29	5%	29	5%
General Aviation Aircraft	10	2%	10	2%	13	2%	15	2%	18	3%	14	3%	17	2%
Total Annual Operations	533		490		676		663		621		557		700	

Source: DFW Airport Finance Department and Aviation Analytics Department.
"Ops" represents the number of takeoffs and landings at the Airport.

Operations

DFW is American Airlines' (AA) largest hub. As of June 2024, AA operated [__]% of its total U.S. operations at DFW. This has increased from 22.7% in FY 2016 and 24.7% in FY 2019. During the peak of the pandemic, AA increased the percentage of flights operated at DFW to 33% of AA's total operations. In FY 2023, AA flew [__]% of DFW's total flight operations.

Air Service, Destinations and Frequencies

As of June 30, 2024, DFW had non-stop passenger service to 189 domestic destinations and 68 international destinations (including seasonal service) for a total of 257 destinations. This includes announced new service to Oakland, California (effective May 5, 2023). DFW currently ranks first in the United States for the total number of non-stop destinations served.

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Table 5 summarizes the major markets served from the Airport by departing flights and departing seats as of June 30, 2024. (Note: “AA” is American Airlines and American Eagle, “DL” is Delta Air Lines, “QR” is Qatar Airways, and “UA” is United Airlines.)

Table 5
Passenger Service Market as of June 30, 2024
(Unaudited)

Domestic Markets

Monthly Frequencies

Rank	Market	Total Market	Largest Market Carrier
1	LAX	577	AA
2	IAH	540	AA
3	DEN	529	AA
4	ATL	526	DL
5	LAS	516	AA
6	LGA	505	AA
7	ORD	505	AA
8	PHX	439	AA
9	MCO	430	AA
10	MIA	417	AA
11	AUS	408	AA
12	SEA	360	AA
13	SAT	358	AA
14	CLT	335	AA
15	SLC	334	AA
16	SFO	328	AA
17	BOS	321	AA
18	SAN	306	AA
19	BNA	293	AA
20	EWR	291	UA

Monthly Seats

Rank	Market	Total Market	Largest Market Carrier
1	LAX	109,701	AA
2	LAS	97,637	AA
3	ATL	95,326	DL
4	DEN	90,351	AA
5	ORD	87,472	AA
6	PHX	84,793	AA
7	MCO	82,706	AA
8	MIA	79,290	AA
9	LGA	78,612	AA
10	SEA	66,535	AA
11	IAH	66,115	AA
12	CLT	63,076	AA
13	SFO	59,214	AA
14	SAN	59,191	AA
15	SAT	58,401	AA
16	AUS	57,696	AA
17	SLC	53,713	AA
18	PHL	52,752	AA
19	BNA	51,891	AA
20	BOS	50,633	AA

International Markets

Monthly Frequencies

1	CUN	318	AA
2	MTY	188	AA
3	MEX	166	AA
4	SJD	144	AA
5	LHR	141	AA
6	YYZ	140	AA
7	GDL	129	AA
8	PVR	107	AA
9	QRO	81	AA
10	BJX	71	AA

Monthly Seats

1	CUN	62,359	AA
2	LHR	46,772	AA
3	MEX	26,950	AA
4	SJD	26,896	AA
5	GDL	23,382	AA
6	MTY	22,226	AA
7	PVR	18,832	AA
8	DOH	18,798	QR
9	YYZ	18,420	AA
10	MAD	16,234	AA

Source: DFW Global Strategy & Development Department.

Enplaned Passengers

For calendar year 2023, the ACI report ranks the Airport third globally and second domestically for number of passengers.

American Airlines (including American Eagle, operating as Envoy Air) is the Airport's largest carrier with [__]% of total passengers for FY 2023. The average load factor for all flights departing and arriving at the Airport was approximately [__]% in FY 2023 and 86% in FY 2022.

Table 6 sets forth enplanements categorized by domestic and international service; originating, destination and connecting; and by carrier for the past five FYs and the nine months ended June 30, 2024 and 2023. DFW has recovered all passenger segments and geographic regions of the world since the pandemic except for Asia Pacific (due to primarily to reductions in flights to China). When comparing passenger segments for the nine months ended June 2024 to the nine months ended June 2019, DFW estimates that domestic leisure passengers are [__]% [higher]; domestic business is [__]% [lower], international leisure is [__]% [higher] and international business is [__]% [higher].

Table 6
Total Domestic and International Enplanements Statistics
(Unaudited, in millions)

	Nine Months Ended				Fiscal Year Ended, September 30									
Passengers	Jun-24		Jun-23		2023		2022		2021		2020		2019	
	Pass	%	Pass	%	Pass	%	Pass	%	Pass	%	Pass	%	Pass	%
Domestic/International														
Domestic	27.3	86%	24.9	86%	34.3	86	31.6	88	25.1	91	21.3	90	32.0	87
International	4.5	14%	4.0	14%	5.5	14	4.5	12	2.5	9	2.4	10	4.6	13
Total Enplanements	31.8	100%	29.0	100%	39.8	100	36.1	100	27.6	100	23.7	100	36.6	100
O&D/Connecting														
Origination (O)	[redacted]	[redacted]	6.4	22%	8.9	22	7.7	21	5.2	19	4.8	20	8.5	23
Destination (D)	[redacted]	[redacted]	5.1	18%	6.9	18	6.0	17	4.1	15	3.9	17	6.6	18
O&D subtotal	[redacted]	[redacted]	11.5	40%	15.8	40	13.7	38	9.3	34	8.7	37	15.1	41
Connecting	[redacted]	[redacted]	17.5	60%	24.1	60	22.4	62	18.3	66	15.0	63	21.5	59
Total Enplanements	[redacted]	[redacted]	29.0	100%	39.8	100	36.1	100	27.6	100	23.7	100	36.6	100
By Airline														
American	21.7	68%	20.3	70%	27.8	70	24.7	68	17.9	65	15.8	67	25.1	69
American Eagle (Envoy Air)	4.4	14%	3.7	13%	5.2	13	5.9	16	6.3	23	4.8	20	6.1	17
Delta	1.1	3%	1.0	3%	1.3	3	1.3	4	0.8	3	0.8	3	1.4	4
United	0.9	3%	0.9	3%	1.2	3	0.9	3	0.5	2	0.6	3	1.1	3
Spirit Airlines	1.2	4%	1.2	4%	1.6	4	1.3	4	1.0	4	0.9	4	1.4	4
Emirates	0.1	0%	0.1	0%	0.1	0	0.1	0	0.2	1	0.0	0	0.1	0
Qantas Airways	0.1	0%	0.1	0%	0.1	0	0.0	0	-	0	0.0	0	0.1	0
Qatar Airways	0.2	1%	0.2	1%	0.2	1	0.2	0	0.1	0	0.1	0	0.1	0
Sun Country Airlines	0.0	0%	0.0	0%	0.1	0	0.1	0	0.1	0	0.0	0	0.1	0
Other	2.1	7%	1.6	6%	2.2	6	1.6	5	0.7	2	0.7	3	1.1	3
Total Enplanements	31.8	1.0	29.0	100%	39.8	100	36.1	100	27.6	100	23.7	100	36.6	100

Source: DFW Finance Department, based on flight activity reports provided by airlines.

Table 7 shows monthly enplanements (based on departure flights) for the past five FYs and through June 30, 2024.

Table 7
Total Domestic and International Enplanements
(Unaudited, in thousands)

	2024	2023	2022	2021	2020	2019
October	3,635	3,305	2,964	1,905	3,185	2,868
November	3,438	3,040	2,922	1,701	3,007	2,808
December	3,483	3,172	3,014	1,774	3,219	2,842
January	3,116	2,833	2,374	1,517	2,871	2,718
February	3,148	2,753	2,141	1,261	2,770	2,566
March	3,636	3,282	2,981	2,244	1,649	3,048
April	3,474	3,217	3,045	2,369	242	2,999
May	3,808	3,567	3,357	2,737	676	3,318
June	4,074	3,796	3,453	3,192	1,115	3,444
July		3,858	3,473	3,427	1,625	3,557
August		3,579	3,198	2,831	1,620	3,400
September		3,353	3,145	2,688	1,693	3,067
Total	31,812	39,755	36,067	27,646	23,671	36,635
(Decrease) over Prior Period	9.8%	10.2%	30.5%	16.8%	(35.4%)	6.2%

Source: DFW Finance Department, based on flight activity reports provided by airlines.

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Landed Weights

Table 8 highlights total landed weights by carrier type and airline and also includes cargo tonnage for each of the past five FYs and the nine months ended June 30, 2024 and 2023. American Airlines (including American Eagle, operating as Envoy Air) was the Airport's largest carrier representing approximately 75% of total landed weights for the FY ended September 30, 2023.

Table 8
Landed Weights and Cargo Tonnage
(Unaudited, in billions of pounds)

	Nine Months Ended				Fiscal Year Ended, September 30									
	Jun-24		Jun-23		2023		2022		2021		2020		2019 (1)	
	Wgt.	%	Wgt.	%	Weight.	%	Weight.	%	Weight.	%	Weight.	%	Weight.	%
By Carrier Type														
Domestic Passenger	30.0	79%	27.2	77%	38.3	79	31.8	70	34.5	86	30.6	84	39.8	86
International Passenger	5.4	14%	4.9	14%	6.1	13	8.9	20	1.0	3	1.1	3	2.1	4
Cargo/Integrator	2.7	7%	3.2	9%	4.1	8	4.4	10	4.5	11	4.6	13	4.9	10
Total Landed Weights	38.2	100%	35.3	100%	48.5	100	45.1	100	40.0	100	36.3	100	46.8	100
By Major Airline														
American	23.4	61%	21.8	62%	29.9	62	26.9	60	22.6	56	20.7	57	27.9	60
American Eagle (Envoy Air)	5.4	14%	4.6	13%	6.4	13	7.0	15	8.2	20	6.6	18	7.4	16
UPS	1.0	3%	1.6	4%	1.9	4	2.1	5	2.1	5	2.1	6	1.9	4
Delta	1.2	3%	1.1	3%	1.5	3	1.5	3	1.3	3	1.1	3	1.6	3
Frontier	1.1	3%	0.6	2%	0.9	2	0.6	1	0.3	1	0.1	0	0.1	0
Spirit Airlines	1.2	3%	1.1	3%	1.5	3	1.2	3	1.0	3	0.9	3	1.4	3
Federal Express	0.4	1%	0.5	1%	0.6	1	0.7	2	0.8	2	0.7	2	0.6	1
United	1.0	3%	0.9	3%	1.3	3	0.1	0	0.7	2	0.8	2	1.2	3
Alaska Airlines	0.2	1%	0.2	1%	0.3	1	0.3	1	0.2	1	0.2	0	0.2	1
British Airways	0.2	1%	0.2	1%	0.3	1	0.3	1	0.2	0	0.2	0	0.2	0
Qatar Airways	0.3	1%	0.2	0%	0.4	1	0.3	1	0.2	1	0.2	0	0.2	0
Korean Air Lines	0.1	0%	0.0	0%	0.1	0	0.1	0	0.1	0	0.1	0	0.1	0
Lufthansa German Airlines	0.1	0%	0.1	0%	0.1	0	0.1	0	0.0	0	0.1	0	0.1	0
Emirates	0.2	0%	0.1	0%	0.2	0	0.2	0	0.1	0	0.1	0	0.2	0
Japan Airlines	0.2	0%	0.2	0%	0.2	0	0.2	1	0.2	0	0.1	0	0.2	0
Etihad Airways	0.0	0%	0.0	0%	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0
Qantas	0.2	0%	0.1	0%	0.2	0	0.1	0	0.0	0	0.1	0	0.3	1
Sun Country Airlines	0.1	0%	0.1	0%	0.1	0	0.0	0	0.1	0	0.1	0	0.1	0
Other	2.1	5%	2.0	6%	2.6	5	3.3	7	1.9	5	2.2	6	3.1	7
Total Landed Weights	38.3	100%	35.3	100%	48.5	100	45.1	100	40.0	100	36.3	100	46.8	100
Cargo Tonnage (Thousands)	[redacted]		607		792		943		985		888		972	

Source: DFW Finance Department, based on flight activity reports provided by airlines.

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Passenger Facility Charges (PFCs)

Under the Aviation Safety and Capacity Act of 1990 (the "PFC Act"), as modified by the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century ("AIR 21"), as amended, the FAA may authorize a public agency to impose a Passenger Facility Charge ("PFC") of $1.00, $2.00, $3.00, $4.00 or $4.50 on each passenger enplaned at any commercial service airport controlled by the public agency, subject to certain limitations. PFCs are available to airports to finance certain projects that (i) preserve or enhance capacity, safety or security of the national air transportation system, (ii) reduce noise resulting from an airport or (iii) furnish opportunities for enhanced competition among air carriers. PFC applications are approved by the FAA for specific projects. An airport may only impose the designated PFC until it collects the authorized total amount of that application. Interest earnings on collections are included in the application total. Under certain circumstances, the FAA grants approval to commence collection of PFCs ("impose only" approval) before approval to spend PFCs on approved projects ("use" approval) is granted. Approval to both collect and spend PFCs is referred to as an "impose and use" approval. PFCs may be spent to pay eligible debt service only on approved PFC projects and the terms of the PFC approval do not permit the use of PFC revenue to pay debt service on any new or outstanding bonds issued to finance projects other than approved PFC projects.

The Airport began collecting PFC revenues in June 1994. PFC collections, at the approved $4.50 level, and interest for the past five FYs (October 1 – September 30) and through June 30, 2024, on a cash basis are shown below.

[Updated table to come]

Table 9
PFC Collections and Interest on Cash Basis

Fiscal Year	PFC Revenues (Millions)
2020 *	101
2021	110
2022	141
2023	156
2024	

Source: FAA SOAR Database, Treasury Department Records.
* 2020 value restated on cash basis.
** Through June 30, 2024.

Effective July 1, 2011, PFC Application 11-10-C-00-DFW authorized the impose and use of $4,165,097,984 of which $[_______] has been collected as of June 30, 2024, for the purpose of paying debt service on 14 approved PFC projects. The Airport expects such collections could continue until approximately 2035 although the Airport may modify this timeframe as restructuring occurs with PFC eligible debt from time to time. PFCs remitted to the Airport by the airlines are deposited into a separate fund and, to the extent funds are available, are transferred monthly to the Operating Revenue and Expense Fund in an amount sufficient to pay eligible debt service. Although not included as a part of Gross Revenues, pursuant to the PFC Application and the Use Agreements with the Signatory Airlines, PFC revenues may be used only for the purpose of paying eligible debt service on approved PFC projects, and upon deposit to the Operating Revenue and Expense Fund, such amounts become a part of the Pledged Funds. Failure to collect PFC revenues in an amount sufficient to pay eligible debt service on the PFC approved projects may lead to increases in other costs at the Airport, such as landing fees and terminal rents. DFW currently plans to prepare and submit to the FAA a new PFC application in FY 2025 to pay a portion of the construction costs and future debt service associated with Terminal F. See "**CERTAIN INVESTMENT CONSIDERATIONS—Passenger Facilities Charges**."

NON-AIRLINE BUSINESS UNITS INFORMATION

Set forth below is a summary of the Airport's most significant revenue producing non-airline business units and the Public Facility Improvement Corporation. The amounts provided herein are unaudited. Each of the passenger-related business units were negatively affected by the impact of COVID-19 on the Airport during FY 2020 and FY 2021 but have recovered in FY 2022, FY 2023 and the nine months ended June 30, 2024.

Parking and Ground Transportation

The Airport manages its own parking operations and access to the Airport is restricted, with parking control plazas at each entry/exit. Parking is the largest source of non-airline operating revenue at the Airport. As of September 30, 2023, the Airport had a total of approximately 37,251 public parking spaces.

Parking fees are charged based on the length of stay and parking product. The Airport's primary parking products include terminal, infield, express and remote parking. Parking also includes revenues collected from passenger pick-up and drop-off ("Drop-Off/Meeter-Greeter"), other than from Transportation Network Companies ("TNCs," such as Uber and Lyft) or other ground transportation such as taxis, limos and shared ride. In addition, parking revenues include revenues from members of the public using International Parkway as a throughway to traverse the Airport without any intention to stop or utilize Airport services ("Pass-Through"). TNCs and other ground transportation ("GT") providers pay a minimum $5 access fee to the Airport for each passenger drop-off and pick-up.

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Table 10 highlights key financial and operational information for the parking business unit for the past five FYs and the nine months ended June 30, 2024 and 2023. DFW closed its north express uncovered lot, its south express lot and its north and south remote lots in May 2020 due to COVID. The Airport reopened the north express uncovered and south express lots in May 2021. The south remote lot reopened in May 2022 and the north remote lot reopened in March 2024.

Table 10
Summary of Key Parking Financial and Operational Information
(Unaudited)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022	2021	2020	2019
Parking Revenues (millions)							
Terminal/Infield	$ 103.3	$ 94.9	$ 129.9	$ 122.1	$ 73.3	$ 55.4	$ 95.4
Express/Remote	19.0	16.5	23.5	17.0	8.5	11.4	25.5
Drop Off/Meeter-Greeter	15.2	14.4	19.7	18.3	13.7	11.1	17.9
Pass-Through	2.3	1.8	2.3	2.1	2.0	2.3	3.1
Other	3.4	3.5	12.1	9.6	5.0	5.9	11.0
Sub total	$ 143.3	$ 131.0	$ 187.5	$ 169.1	$ 102.5	$ 86.1	$ 152.9
TNCs	28.6	24.5	33.4	24.0	12.4	15.3	26.6
Other Ground Transportation	2.0	2.0	3.2	2.9	1.7	2.3	4.9
Total	$ 173.9	$ 157.5	$ 224.1	$ 196.0	$ 116.6	$ 103.7	$ 184.4
Parking Transactions (millions) [1]							
Terminal/Infield	1.86	1.72	2.34	2.26	1.44	1.23	2.13
Express/Remote	0.36	0.33	0.45	0.33	0.21	0.26	0.56
Drop Off/Meeter-Greeter	6.84	6.54	8.92	8.40	6.34	4.92	7.84
Pass-Through	0.37	0.32	0.42	0.37	0.35	0.44	0.85
Sub total	9.42	8.90	12.13	11.36	8.34	6.85	11.38
TNCs	4.76	4.09	5.57	4.44	2.47	3.06	5.32
Other Ground Transportation	0.60	0.59	0.80	0.74	0.43	0.56	1.23
Total	14.79	13.58	18.50	16.54	11.24	10.47	17.93
Average Length of Stay (Days) [1]							
Terminal	1.98	2.03	2.23	2.38	2.65	2.22	2.07
Express	4.43	4.37	4.51	4.54	4.34	3.96	3.76
Remote [2]	4.85	4.23	4.36	4.79	2.21	4.09	4.14
Weighted Average	2.42	2.43	2.60	2.66	2.86	2.53	2.45
Parking Revenue per Originating Passenger	[redacted]	$ 9.89	$ 10.54	$ 10.91	$ 9.01	$ 8.09	$ 8.13

Source: DFW Finance and Yield Management Departments.
[1] Parking transactions and average length of stay vary from ACFR due to corrected calculations for FYs 2019 through 2021.
[2] Remote lots were closed in April 2021 due to COVID-19.

The Airport implemented an online prepaid parking program in FY 2018 allowing customers to prebook their parking in any lot at discounted rates. Prepaid parking allows DFW to use yield management techniques to maximize parking utilization and achieve higher average length of stay and higher revenue per originating passengers. By FY 2021, prepaid parking accounted for $19.2 million (23.5%) of the Airport's total public parking revenues of $81.8 million. For FY 2023, prepaid parking accounted for $25.5 million (14.4%) of the Airport's total public parking revenues of $177.6 million.

In addition to revenues from on-airport parking, there are six off-airport parking providers (four self-park and two dedicated valets) which pay a fee equal to 12% of gross revenue to the Airport for access to the Airport. The off-airport operators report their gross revenues to the Airport on a monthly basis. Total off-airport volume, including off-Airport providers, was approximately $3.5 million in FY 2019, $1.6 million in FY 2020, $1.8 million in FY 2021, $2.7 million in FY 2022 and $3.8 million in FY 2023. Gross revenues from off-airport operators are included in Other under Parking Revenues in the table above. The off-airport operators significantly reduced service for portions of FY 2020 and FY 2021 due to COVID-19 and began to gradually increase service in FY 2022.

Terminal Concessions

Terminal concessions primarily consist of food and beverage, retail and duty free, advertising, and customer service/amenities. Concessions agreements generally are for a term of 5 to 10 years and include a minimum annual guarantee and percentage rent (i.e., a rental charge based on the revenues of the tenant).

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Table 11 highlights key terminal concessions financial and operational data for the past five FYs and the nine months ended June 30, 2024 and 2023. Concession sales and revenue to DFW were impacted by COVID-19 in FY 2020 and FY 2021 but have recovered in FY 2022, FY 2023 and the nine months ended June 30, 2024.

Table 11
Summary of Key Terminal and Non-Terminal Concessions
Financial and Operational Information
(Unaudited)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022 (1)	2021	2020	2019
Number of concessions locations	226	225	228	223	222	244	252
Leased sq. ft. as of September 30 (000s)	347	344	348	343	333	316	300
Concessions Sales-Terminal (millions):							
Food and beverage	$ 300.3	$ 264.8	$ 364.5	$ 302.3	$ 211.0	$ 180.2	$ 277.4
Retail and duty free	112.6	106.4	145.5	122.2	82.5	76.1	129.4
Other In Terminal	62.9	51.4	72.2	57.7	32.0	33.0	40.8
Total concessions sales	$ 475.8	$ 422.7	$ 582.2	$ 482.2	$ 325.5	$ 289.3	$ 447.6
Concessions sales/enplanement	$ 14.96	$ 14.60	$ 14.64	$ 13.38	$ 11.78	$ 12.22	$ 12.22
Concession sales per sq. ft.	$ 1,826	$ 1,638	$ 1,672	$ 1,406	$ 978	$ 916	$ 1,492
Concessions gross proceeds to DFW-Terminal (millions)							
Food and beverage	$ 45.4	$ 39.5	$ 54.1	$ 45.3	$ 31.0	$ 25.7	$ 40.1
Retail and duty free	18.5	16.9	23.1	19.7	12.9	12.1	24.8
Other In Terminal	29.3	25.4	36.4	32.6	20.9	22.2	26.9
Income-Terminal Subtotal	$ 93.2	$ 81.8	$ 113.6	$ 97.6	$ 64.8	$ 60.0	$ 91.8
Concessions income/enplanement	$ 2.93	$ 2.83	$ 2.86	$ 2.70	$ 2.21	$ 2.52	$ 2.51
Concessions income per sq. ft.	$ 358	$ 317	$ 326	$ 284	$ 195	$ 190	$ 306
Concessions - Not In Terminal*	3.4	3.3	11.5	9.1	6.9	7.2	10.2
Total Concessions gross billings by DFW	$ 96.6	$ 85.1	$ 125.1	$ 106.7	$ 71.7	$ 67.2	$ 102.0
Lease revenue			57.9	55.4			
Lease exclusions			(57.1)	(46.9)			
ARPA credit			(9.8)	(20.8)			
Total Concessions Revenue			$ 116.1	$ 94.4			

Source: DFW Finance and Concessions Departments, from concessionaire online reporting.
* Non-passenger/non-terminal income. Includes reimbursable services. Not included in ratios.
(1) GASB 87 recognizes the lease revenue based on the future discounted lease payments. Prior to FY 2022, revenue was recognized when billed as gross proceeds. Starting in FY 2022, proceeds are adjusted for lease-related activities.

Rental Cars

The consolidated rental car facility ("RAC") located at the Airport covers approximately 200 acres and includes a common rental building with individual counters and back office space for each rental car company, a parking garage for ready and return car spaces, a bus maintenance facility, maintenance bays, remote service sites and fueling systems. The Airport collects ground lease and percentage rent from the rental car companies. There are five rental car companies with eleven brands operating from the RAC, with a total pre-pandemic inventory of approximately 25,000 cars. As of September 30, 2023, the largest three rental car companies are [Hertz, Avis and Vanguard].

TNCs and peer-to-peer car sharing services became a competitive challenge for the rental car companies across the U.S. prior to the pandemic. The Airport requires these non-traditional companies to have an Airport permit, which mitigates, but does not replace, the revenue impact of traditional rentals. Although required, peer-to-peer car sharing services do not currently have permits but continue to operate at the Airport. In late 2021, the Board filed suit against Turo, Inc. ("Turo"), the largest online facilitator of peer-to-peer rental car transactions, seeking a permanent injunction to prevent Turo from facilitating rental car transactions at the Airport unless and until it enters into a permit. There are no major off-airport rental car companies operating at the Airport.

Table 12 highlights key terminal rental car financial and operational data for the past five FYs and the nine months ended June 30, 2024 and 2023. Total sales and proceeds to DFW decreased in FY 2020 due to COVID-19. By FY 2021, the rental car companies had reduced their fleets and increased average daily rates which increased sales and revenue proceeds to DFW. This trend continued into FY 2022, FY 2023 and the nine months ended June 30, 2024. As of June 30, 2024, the total RAC inventory was estimated to be between [___] and [___] cars.

RAC customers also pay Customer Facility Charges and Customer Transportation Charges based on the number of transaction days. These revenues are recorded in the PFIC. See "**NON-AIRLINE BUSINESS UNITS INFORMATION – Public Facility Improvement Corporation** – Rental Car Facility."

Table 12
Summary of Key Rental Car Financial and Operational Information
(Unaudited)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022 (1)	2021	2020	2019
Transaction days (thousands)	4,434	4,073	5,492	4,650	3,495	3,454	5,572
Rental car sales (millions)	$304.1	$ 285.1	$ 382.7	$ 349.5	$ 257.1	$ 177.3	$ 280.9
Proceeds to DFW (millions)	$ 35.6	$ 34.1	$ 45.4	$ 41.2	$ 31.7	$ 23.7	$ 33.5
Proceeds/destination passenge[redacted]		$ 3.33	$ 3.30	$ 3.44	$ 3.87	$ 3.02	$ 2.54
Proceeds to DFW (millions)			$ 45.4	$ 41.2			
Lease revenue			6.2	6.1			
Lease exclusion			(6.3)	(6.1)			
RAC revenue			$ 45.3	$ 41.2			

Source: DFW Finance and Concessions Departments, from rental car companies self-reporting.
(1) GASB 87 recognizes the lease revenue based on the future discounted lease payments. Prior to FY 2022, revenue was recognized when billed as gross proceeds. Starting in FY 2022, proceeds are adjusted for lease-related activities.

Commercial Development

The Airport has a total landmass of approximately 17,183 acres and has a Board approved commercial development land use plan focused primarily on development that has airport synergy such as logistics and warehousing. As of June 30, 2024, DFW has 2,704 revenue producing commercial development acres with approximately an additional 2,562 acres available for future development.

Commercial development revenues are primarily generated from ground leases, foreign trade zone tariffs, non-terminal facility rents, and property and surface use fees. Multi-year lease agreements are negotiated with tenants on a square foot or acre basis. Some leases such as the Hyatt Regency Hotel and Bear Creek Golf Course also include percentage rent. The Airport also has a 2,400-acre Foreign Trade Zone permitting companies with facilities thereon to avoid or defer payment of custom duties.

Table 13 highlights key commercial development financial and operational information for the past five FYs and the nine months ended June 30, 2024 and 2023. The largest three Airport tenants from a revenue perspective are: American Airlines (13.4%), Prologis (6.4%) and Hyatt Regency (5.1%). Commercial development revenues are derived from leased acres and are not passenger driven, so these revenue streams were not impacted by COVID-19.

Table 13
Summary of Key Commercial Development Financial and Operational Information
(Unaudited)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022 [2]	2021	2020	2019
Ground Lease Billings (millions)	$ 79.7	$64.8	$ 87.9	$ 69.3	$ 58.6	$ 56.0	$ 92.2 [1]
Acres Leased* (end of period)	2,704	2,584	2,584	2,438	2,323	2,105	1,863
Average Billable Rate per Acre (thousands)	$ 39.2	$ 33.4	$ 34.0	$ 28.4	$ 25.2	$ 26.6	$ 49.5

	2023	2022
Ground Lease Billings (millions)	$ 87.9	$ 69.3
Lease revenue	54.3	53.0
Lease exclusions	(57.9)	(42.7)
Ground Lease Revenues	$ 84.3	$ 79.6

Source: DFW Finance and Commercial Development Departments.
* Acres leased represents leased acreage that is revenue generating as of the end of the reported period.
(1) Includes one-time Campus West lease payment for $40 million.
(2) GASB 87 recognizes the lease revenue based on the future discounted lease payments. Prior to FY 2022, revenue was recognized when billed as gross proceeds. Starting in FY 2022, proceeds are adjusted for lease-related activities.

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Natural Gas

On October 6, 2006, the Board signed a lease agreement (the "Lease Agreement") with Chesapeake Energy Company to begin natural gas exploration and extraction at the Airport. Total SA purchased the natural gas drilling rights from Chesapeake in 2016. Those assets are now managed by Total Exploration and Production Barnett ("TEP Barnett"). The Lease Agreement requires TEP Barnett to pay a royalty fee of 25% of gross natural gas revenues.

Bonuses and royalty payments are not classified as Gross Revenues of the Airport per the Bond Ordinance. They are treated as proceeds from the sale of Airport property and are deposited into the Joint Capital Account within the Capital Improvements Fund per the terms of the Use Agreements. TEP Barnett also pays surface use and other fees to the Airport on an ongoing basis to manage the extraction and transportation of natural gas on and through the Airport. Such surface use and other fees, when earned, are classified as Gross Revenues of the Airport.

Table 14 highlights key natural gas financial and operational information for the past five FYs and the nine months ended June 30, 2024 and 2023. Natural gas revenues have declined over time primarily due to low market prices for natural gas and declining production at existing wells, except in FY 2022 there was an increase in gas prices and an increase in production due to well rehabilitations, resulting in an increase in royalties. The Airport is uncertain when or if new wells will be drilled in the future.

Table 14
Summary of Key Natural Gas Financial and Operational Information
(Unaudited)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022	2021	2020	2019
Revenues (millions)							
Royalties **	$ 2.0	$ 3.0	$ 3.8	$ 6.4	$ 1.7	$ 1.1	$ 1.8
Surface use and other revenues	-	0.0	0.0	0.0	0.3	0.0	0.0
Total Natural Gas Revenues	$ 2.0	$ 3.0	$ 3.8	$ 6.4	$ 2.0	$ 1.1	$ 1.8
Operational Information							
Wells in production	70	64	64	56	56	53	53
Production (MMcf)	4.2	3.1	4.5	4.1	2.0	2.4	3.7
Average price paid to DFW [1]	$ 1.68	$ 3.88	$ 3.37	$ 5.03	$ 2.49	$ 1.53	$ 2.23

Source: DFW Finance and Commercial Development Departments, production data from TEP Barnett.
** DFW Royalties share is 25% of the natural gas output.
[1] Price is net of transportation costs.

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Public Facility Improvement Corporation

The Public Facility Improvement Corporation ("PFIC") was created in 2001 for the purpose of financing, planning, constructing, equipping, owning, renovating, repairing, improving, maintaining and/or operating one or more facilities within the boundaries of the Airport. The PFIC is managed by PFIC's board of directors (the "PFIC Board"), which is comprised of DFW's Chief Executive Officer, the Chief Financial Officer and three other Executive Vice Presidents as appointed by the DFW Board. PFIC projects must be approved by the PFIC Board, the DFW Board, and the Cities. As of June 30, 2024, the PFIC had unrestricted available cash and investments of approximately $271 million and restricted cash and investments of approximately $[27] million.

The revenues and expenditures of PFIC projects are separate from the DFWCC and the Airport's Operating Revenue and Expense Fund, and therefore, not shared with the airlines. PFIC revenues are not included as Gross Revenues of the Airport; however, PFIC net revenues and unrestricted cash are available to pay debt service on Obligations, if necessary.

The PFIC has seven approved projects. Four are in operation and revenue producing (Grand Hyatt Hotel, RAC, Hyatt Place Hotel and Campus West); the 19th Street Cargo Buildings 1 and 2 are in construction; and construction of the Hyatt House Hotel will begin in FY 2026. The seventh approved project is DFW debt service. Each of these projects are described further below.

Management may request the Cities to approve additional projects for the PFIC in the future. Any excess funds generated from any of the PFIC projects may be used for improvements to that project, granted to the Airport for its use (including for the payment of debt service on Obligations), and/or for other projects approved by the Cities.

Grand Hyatt Hotel. The Grand Hyatt Hotel is a 298-room hotel located in Terminal D that opened in FY 2005. The hotel is owned by the Airport and leased to the PFIC which is responsible for hotel management. The PFIC has signed an agreement with Hyatt Corporation, a subsidiary of Hyatt Hotels Corporation ("Hyatt"), to provide the day-to-day management of hotel operations. The agreement expires on June 30, 2025 and has two five-year options and one two-year option extensions available. The PFIC also makes monthly contributions to a furniture, fixtures and equipment account and a capital account for the continual renewal and improvement of the hotel.

The PFIC issued approximately $70 million Public Facility Improvement Corporation Airport Hotel Revenue Bonds, Series 2001 to construct the Grand Hyatt Hotel. In 2012, the Series 2001 Bonds were refunded by the Dallas Fort Worth International Airport Joint Revenue Improvement and Refunding Bonds, Series 2012C Bonds. In consideration for the Cities issuing the Series 2012C Bonds, the PFIC entered into a financing agreement whereby the PFIC deposits, to the extent available, an amount sufficient to pay that portion of the debt service and coverage requirement attributable to the refunding of the Series 2001 Bonds. Amounts transferred to the Airport to pay for debt service and coverage, once received by the Airport and deposited to the Operating Revenue and Expense Fund become part of the Pledged Funds of the Airport. The PFIC also makes monthly contributions to a furniture, fixtures and equipment account and a capital account for the continual renewal and improvement of the hotel. The Series 2012C Bonds were refunded by the Series 2021B Bonds and are planned to be fully paid off on November 1, 2030.

Rental Car Facility (RAC). In 1998 and 1999, DFW's Facility Improvement Corporation ("FIC") issued approximately $160 million of taxable bonds (the "FIC Bonds") to construct the RAC. The FIC Bonds were secured by the collection of a Customer Facility Charge (the "CFC") by the rental car companies. The FIC Bonds were defeased with the proceeds of the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2011A (the "Series 2011A Bonds"). In consideration for the Cities issuing the Series 2011A Bonds, the FIC entered into a financing agreement whereby the FIC will deposit, to the extent available, an amount sufficient to pay that portion of the debt service and coverage attributable to the Series 2011A Bonds. During FY 2012 the Cities authorized the assignment of the FIC's assets, obligations and responsibilities, with respect to the RAC, to the PFIC. This included the collection of CFC and a Customer Transportation Charge (CTC). The CFC is currently $4.00 per transaction day and the CTC is $2.50 per transaction day. These fees may be changed at any time at the discretion of the PFIC Board. The Series 2011A Bonds were retired November 1, 2021.

Hyatt Place Hotel. In early 2016, DFW opened a 136-room select service Hyatt Place Hotel in the Southgate Development area near the RAC and DFW's headquarters. The hotel was constructed with PFIC cash. The hotel is owned by the Airport and leased to the PFIC which operates the hotel on behalf of the Airport. The PFIC entered into a fixed-fee management agreement with Select Hotels Group, L.L.C. ("Select Hotels"), a subsidiary of Hyatt, to operate the hotel for the PFIC. The agreement expires on February 26, 2031. All hotel revenues are remitted to the PFIC which then reimburses the Hyatt for all operating expenses of the hotel. The PFIC also makes monthly contributions to a furniture, fixtures and equipment account and a capital account for the continual renewal and improvement of the hotel.

Hyatt House Hotel. In FY 2018, DFW received approvals from the Cities to construct and operate a 130-room Hyatt House Hotel which will be located adjacent to the Hyatt Place Hotel. This hotel if constructed will be managed by Select Hotels under a fixed fee arrangement. This project was designed and then put on hold as a result of the COVID-19 pandemic, but is currently programmed to resume construction in FY 2026.

Campus West. In December 2018, the Cities approved the Campus West lease assignment and designation as an authorized PFIC project. In consideration of PFIC assuming the obligations under the lease with the Airport, and releasing Verizon of such obligations going forward, Verizon paid the PFIC $40 million. The PFIC will make future lease payments to the Airport in the amount of $2.2 million per year. The 77-acre corporate campus includes six buildings totaling over 600,000 square feet, approximately 450,000 of which are currently subleased to Thryv, which will continue to make annual rental payments of $5.8 million to the PFIC under a 7-year lease which expires December 31, 2025. PFIC agreed to a rent credit of $11 million towards major repair of the facility that has been performed by Thryv. The property has 28 acres of airside land for potential development opportunities, which may be leased in the future.

DFW Debt Service. In October 2019, the Cities approved DFW Debt Service as an "approved project." This approval permits PFIC's cash and investments to be used to pay debt service on Obligations in the unlikely event that it is necessary.

19th Street Cargo Buildings 1 and 2. The Cities approved the 19th Street Cargo Buildings 1 and 2 in April 2022 as a new PFIC project. This cargo redevelopment project encompasses the construction of two airside cargo warehouse buildings and the addition of eight aircraft design group VI aircraft (i.e., 747-800 sized aircraft) parking positions. The buildings will also feature truck courts for landside maneuverability and parking of commercial vehicles and trailers; and modifications to the apron entrances and realignment of associated taxi-lanes to increase operational efficiency and increase safety. The facility is currently under construction with beneficial occupancy expected in December 2025. See "**CAPITAL IMPROVEMENT PROGRAM – PFIC Capital Improvement Program and Funding Sources**."

Table 15 highlights the revenues, expenses, net revenues and debt service for each PFIC business unit in operation for the past five FYs and the nine months ended June 30, 2024 and 2023. The PFIC revenues, expenses, net revenues and coverage ratios decreased in FY 2020 and FY 2021 as a result of COVID-19, and then recovered in FY 2022, FY 2023 and the nine months ended June 30, 2024. As discussed above, the PFIC received a one-time payment in FY 2019 from Verizon of $40 million for the Campus West project. The RAC CFC debt was retired November 1, 2021. See **Table 20 – Debt Service Coverage.**

Table 15
PFIC Revenues, Expenses, Debt Service and Coverage
(Unaudited in thousands, except coverage ratios)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022	2021	2020	2019
Revenues							
Hotels	$42,478	$ 40,562	$ 52,449	$ 40,788	$18,346	$26,015	$50,376
Campus West [1]	4,409	4,425	5,654	6,315	6,173	5,978	43,904
Customer Facility Charges - RAC	17,715	16,163	21,855	18,620	13,982	13,742	22,352
Customer Transp. Charges - RAC	11,071	10,102	13,063	11,638	8,739	8,684	13,968
Federal Relief Proceeds	-	-	-	6,263	15,200	-	-
Investment Income	10,040	4,899	9,501	1,217	227	2,500	3,950
Total Revenues	85,713	76,151	102,522	84,841	62,667	56,919	134,550
Expenses							
Hotels	24,843	22,633	30,106	23,858	14,722	18,130	28,960
Campus West	2,538	2,398	3,087	3,527	3,244	2,954	1,676
Bussing Expenses - RAC	11,289	10,663	14,263	12,494	9,915	10,210	13,034
Total Expenses	38,670	35,694	47,456	39,877	27,881	31,294	43,670
Available for Debt Service	47,043	40,457	55,066	44,964	34,786	25,625	90,880
Debt service - Grand Hyatt	3,836	3,829	5,108	4,949	5,311	5,139	4,959
Debt service - RAC	-	-	-	1,189	14,272	14,275	14,060
Total Debt	3,836	3,829	5,108	6,138	19,583	19,414	19,019
Total PFIC Net Revenues	43,207	36,628	49,958	38,826	15,203	6,211	71,861
Coverage Ratio [2]	12.26	10.57	10.78	7.33	1.78	1.32	4.78

(1) Includes rent credit.
(2) Coverage ratio calculation includes Federal Relief Proceeds, rent credit from Campus West and investment income.

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CASH AND INVESTMENTS

Unrestricted and Restricted Cash and Investment Balances

The Airport's Master Bond Ordinance and other agreements require the Airport to reserve certain funds for designated purposes. These funds are classified as restricted. The remaining cash and investments are available for any legal purpose (including repayment of debt) and are classified as unrestricted. Table 16 reflects restricted and unrestricted cash balances by primary source and the number of days of unrestricted cash available to pay operating expenses, including PFIC operating expenses, for each of the past five FYs and for the nine months ended June 30, 2024 and 2023.

From a planning standpoint, DFW's target for days cash on hand is approximately 600 days; however, this is not an approved Board policy or a "hard" limitation.

Table 16
<u>Cash and Investment Balances</u>
(Unaudited, in millions)

	Nine Months Ended		Fiscal Year Ended, September 30				
	Jun-24	Jun-23	2023	2022	2021	2020	2019
Unrestricted Cash and Investments							
Operating revenue and expense fund	$ 419	$517	$ 292	$ 410	$ 357	$ 295	$ 354
Capital improvement fund	651	400	667	476	416	429	459
PFIC	271	225	241	195	166	179	176
Total unrestricted cash/investments	1,340	1,142	1,200	1,081	939	903	989
Restricted Cash and Investments							
Passenger facility charges	47	31	36	25	18	15	15
Bond/construction funds	532	844	960	1,087	33	191	224
Debt Service Fund	231	213	316	319	306	296	300
Debt Service Reserve Fund	385	364	385	363	304	305	316
PFIC	27	22	23	19	22	22	22
Commercial Paper, other Financing	10	98	20	6	146	-	-
Other	7	6	10	6	5	3	3
Total restricted cash/investments	1,239	1,578	1,750	1,825	834	832	880
Total DFW cash/investments	2,579	2,721	2,950	2,906	1,773	1,735	1,869
Operating Expenses	$ 518	$ 499	$ 696	$ 613	$ 512	$ 538	$ 572
Unrestricted Cash and Investments/Ops Exps - Days	709	626	629	644	670	613 (1)	631

Source: DFW Airport Finance Department records.
(1) 632 days of Operating expenses when excluding donated materials and other non-cash accounting entries.
(2) Calculated as Total Unrestricted Cash/Daily Operating Expenses.

<u>Unrestricted Cash</u>. The cash and investments (collectively called "cash" in this subsection) in the Operating Revenue and Expense Fund includes a 90-day operating reserve, plus the positive cash flow from operations and balance sheet management. Cash in the Capital Improvements Fund ("CIF") consists of the Joint Capital Account, Rolling Coverage Account and the DFW Capital Account. The cash in these funds is classified as unrestricted because it is available to be used for any lawful purpose. Unrestricted cash in the PFIC is available for any legal purpose including debt service on Obligations.

<u>Restricted Cash</u>. Restricted cash includes the PFC Fund, Bond/Construction Fund, Debt Service and Debt Service Reserve Funds, and certain PFIC hotel facilities, furniture and equipment replacement accounts. PFCs are restricted to the stated use per the terms of the respective PFC application. See "**OPERATIONAL INFORMATION – Passenger Facility**

Charges." Bond/Construction Funds are reserved for projects listed in the respective bond documents. Debt Service and Debt Service Reserve Funds are restricted to the repayment and/or security of outstanding debt (see "**SECURITY FOR THE BONDS-Funds and Flow of Funds"**).

Current Airport debt policy provides that at no time shall the amount of variable rate debt ("VRD") backed by self-liquidity, including Series I Notes (as defined herein), exceed 65% of total unrestricted cash (the "VRD Limit"). As of June 30, 2024, the VRD Limit is $ 871 million. The Airport has access to Series I Notes that can be issued in an amount of up to $750 million. The Airport also has access to Series II Notes (as defined herein) that can be issued in an amount of up to $600 million. The Airport has determined that while the Series I Notes are subject to the VRD Limit, the Series II Notes are not. See "**OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT – Subordinate Lien Obligations**."

Investment of Funds

Authorized Investments. Available Airport funds are invested as authorized by the Texas Public Funds Investment Act, as amended, and in accordance with investment policies approved by the Airport. Under Texas law, the Airport is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for Airport funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments, a requirement for settlement of securities purchased on a delivery versus payment basis, procedures to monitor securities rating changes, and the liquidation of investments that fall below the minimum rating required.

The Airport utilizes a self-directed security investment program and has adopted an investment policy (the "Investment Policy") which was most recently updated effective February 1, 2024. The Investment Policy emphasizes the "safety of principal" objective and establishes the Airport's Finance and Audit Committee as the oversight committee relating to the investment of the Airport's funds. The Investment Policy currently designates five individuals, including the Chief Financial Officer and the Vice President of Treasury Management as the "Investment Officers" and allows investment in securities consistent with State law, and diversifies investment maturities. The Airport directs investments utilizing projected cash flow needs as the foundation of its investment strategy. Investment maturities are targeted to provide available cash for the operating requirements of the Airport and to enhance interest earnings. The Cash and Investment Manager analyzes specific fund balances and cash flow needs to tailor individual security purchases and overall portfolio structure to achieve the Airport's investment objectives in accordance with the Investment Policy. A copy of the current Investment Policy is available at http://www.dfwairport.com/investors. This reference to the Airport's website is for informational purposes only, and neither the website nor the information contained on the website shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

The Airport is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities; (2) direct obligations of the State or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance

Corporation or by the explicit full faith and credit of the United States; (4) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (5) bonds issued, assumed or guaranteed by the State of Israel; (6) certificates of deposit and share certificates meeting the requirements of the Public Funds Investment Act; (7) fully collateralized repurchase agreements that have a defined termination date and otherwise meet the requirements of the Public Funds Investment Act; (8) securities lending programs if the loan under the program meets the requirements of the Public Funds Investment Act; (9) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-l, P-1 or the equivalent by at least one nationally recognized credit rating agency; (10) commercial paper with a stated maturity of 270 days or less that is rated at least A-l, P-1 or the equivalent by two nationally recognized ratings agencies; (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission (the "SEC") that have a dollar weighted average stated maturity of 90 days or less; and (12) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, invest exclusively in obligations described in this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent.

Investments may be made in such obligations directly or through a particular government investment pool pre-approved by the Airport that invests solely in such obligations provided that the pool is rated no lower than AAA or AAAm or an equivalent by at least one nationally recognized rating service.

The Airport may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years.

Current Investments. As of June 30, 2024, the Airport's funds were invested in the following categories of investments:

Table 17
Investments

Type of Investment	Percentage of Portfolio	Book Value ($ in millions)	Market Value ($ in Millions)
Local Government Investment Pool	16%	$ 410.0	$ 410.0
Money Market Funds	13%	350.1	350.1
U.S. Treasuries	3%	69.2	69.2
Agencies	61%	1,615.1	1,585.7
Commercial Paper	3%	76.9	76.9
Municipals	4%	111.0	108.1
Total	100%	$ 2,632.3	$ 2,600.1

Source: DFW Treasury Department Records.

As of such date, approximately 64% of the Airport's investment portfolio will mature within twelve months and the market value of the investment portfolio was approximately 99% of its book value. The Master Bond Ordinance does not require market valuations for required fund investments, except for those held in the Debt Service Reserve Fund. No funds of the Airport are invested in (i) derivative securities, i.e., securities whose rate of return is determined by reference to some other instrument, index of commodity or (ii) leveraged investments.

OUTSTANDING OBLIGATIONS AND OTHER AIRPORT RELATED DEBT

Outstanding Obligations

Upon the issuance of the Bonds, $[__________]* in aggregate principal amount of Obligations will be Outstanding. See "Table 18 – Schedule of Outstanding Obligations" and "Table 19 – Outstanding Obligations Debt Service Requirements." Any additional Obligations and Parity Credit Agreement Obligations issued in the future would be on parity with the Outstanding Obligations. There are no currently outstanding Parity Credit Agreement Obligations.

Table 18
Schedule of Outstanding Obligations

Series	Original Principal Amount	Principal Amount Outstanding	Due Nov. 1, 2024	Maturity* (Nov 1)
2013C	242,000,000	56,600,000	-	2045
2017	302,370,000	86,410,000	86,410,000	2024
2019A	1,167,060,000	1,065,870,000	35,055,000	2045
2020A	391,755,000	376,620,000	26,580,000	2035
2020B	459,520,000	410,310,000	12,585,000	2045
2020C	1,193,985,000	1,185,425,000	8,650,000	2050
2021A	206,350,000	206,350,000	5,175,000	2046
2021B	299,305,000	265,885,000	18,835,000	2045
2021C	706,230,000	688,695,000	24,350,000	2046
2022A	1,188,105,000	1,188,105,000	-	2051
2022B	553,760,000	546,625,000	3,990,000	2050
2023A	215,275,000	215,275,000	8,970,000	2047
2023B	691,305,000	691,305,000	23,305,000	2047
2023C	241,270,000	241,270,000	19,240,000	2033
	7,858,290,000	7,224,745,000	273,145,000	

* Bonds may be subject to serial maturities, mandatory sinking fund redemption and/or optional redemption features.
Source: DFW Treasury Department Records.

Subordinate Lien Obligations

The Cities previously authorized the issuance of up to $750,000,000 of Subordinate Lien Joint Revenue Commercial Paper Notes, Series I (Taxable) (the "Series I Notes") in September 2019 pursuant to the Fifty-Sixth Supplemental Concurrent Bond Ordinance (the "Fifty-Sixth Supplement"). The Series I Notes are not currently supported by a credit or external liquidity facility or line or letter of credit. The Airport may enter into a CP Credit Agreement (as defined in the Fifty-Sixth Supplement) to provide the Airport with liquidity with respect to any future Series I Notes that the Airport may issue. The Cities have previously issued Series I Notes; however, as

* Preliminary, subject to change.

of August [__], 2024, no Series I Notes are outstanding. See **"CASH AND INVESTMENTS – Unrestricted and Restricted Cash and Investment Balances – Restricted Cash."**

The Cities also previously authorized the issuance of up to $600,000,000 of Subordinate Lien Joint Revenue Commercial Paper Notes, Tax-Exempt Series II (Non-AMT) (the "Series II Notes") in February 2024 pursuant to the Sixty-Seventh Supplemental Concurrent Bond Ordinance (the "Sixty-Seventh Supplement"). The Series II Notes are not currently supported by a credit or external liquidity facility or line or letter of credit. The Airport may enter into a CP Credit Agreement (as defined in the Sixty-Seventh Supplement) to provide the Airport with liquidity with respect to any future Series II Notes that the Airport may issue. The maturities of the Series II Notes are subject to optional and automatic extension. The Cities have previously issued Series II Notes; however, all currently outstanding Series II Notes will be refunded with the proceeds of the Bonds. See **"CASH AND INVESTMENTS – Unrestricted and Restricted Cash and Investment Balances – Restricted Cash."**

In June 2021, the Cities authorized $225,000,000 of Subordinate Lien Joint Revenue Bonds, Taxable Series 2021 (the "Series 2021 Bond"), pursuant to the Sixty-Second Supplemental Concurrent Bond Ordinance (the "Sixty-Second Supplement"). On August 3, 2023, the Cities refunded the outstanding Series 2021 Bond in the principal amount of $215,000,000 with the proceeds of the Joint Revenue Refunding Bonds, Taxable Series 2023A (the "Series 2023A Bonds") and the Series 2021 Bond is no longer outstanding. The primary intended purpose of the Series 2021 Bond was to provide interim funding for two buildings constructed for and occupied by American Airlines ("AA"). The ongoing cost of the debt service on the Series 2023A Bonds plus a premium is paid by AA to the Airport through a monthly lease payment.

The Airport reserves the right to issue additional Subordinate Lien Obligations in additional forms. Subordinate Lien Obligations are payable from and secured by a pledge of Gross Revenues that is subordinate to the pledge securing the Bonds and the other Outstanding Obligations. For a description of Subordinate Lien Obligations, see **APPENDIX C - "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE - Additional Indebtedness - Subordinate Lien Obligations.**"

Special Revenue Bonds

No Special Revenue Bonds are currently outstanding. In the event that the Cities issue Special Revenue Bonds in the future, such Special Revenue Bonds will be payable from and secured by a pledge of Special Revenues to support payment of such Special Revenue Bonds. Unless any portion of such Special Revenues are included as part of Gross Revenues under the provisions of an Additional Supplemental Indenture, none of such Special Revenues would be Gross Revenues and would not secure the Bonds. For a description of Special Revenue Bonds, see **APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE - Additional Indebtedness - Special Revenue Bonds.**"

Special Facility Bonds

No Special Facility Bonds are currently outstanding. In the event the Cities issue Special Facility Bonds in the future, each series of Special Facility Bonds will be payable solely from the rentals received in respect of each Special Facility pursuant to a Net Rent Lease. Any such Special Facility rentals would not be Gross Revenues and would not secure the Bonds. For a description of Special Facility Bonds: See **APPENDIX C — "SUMMARY OF CERTAIN**

PROVISIONS OF THE MASTER BOND ORDINANCE - Additional Indebtedness - Special Facility Bonds."

OUTSTANDING OBLIGATIONS DEBT SERVICE REQUIREMENTS

Table 19 sets forth the debt service requirements for all Outstanding Obligations including the Bonds.

Table 19
Joint Revenue Debt Service Requirements[1]
(Unaudited)

	Outstanding Obligations			The Bonds			Total
	Principal	Interest	Total	Principal	Interest	Total	Debt Service
11/1/2024	273,145,000	277,621,234	550,766,234				550,766,234
11/1/2025	227,855,000	268,661,612	496,516,612				496,516,612
11/1/2026	246,955,000	260,503,063	507,458,063				507,458,063
11/1/2027	221,165,000	251,111,477	472,276,477				472,276,477
11/1/2028	224,220,000	242,230,621	466,450,621				466,450,621
11/1/2029	250,850,000	233,439,683	484,289,683				484,289,683
11/1/2030	268,930,000	223,239,277	492,169,277				492,169,277
11/1/2031	282,435,000	212,228,552	494,663,552				494,663,552
11/1/2032	294,235,000	200,746,441	494,981,441				494,981,441
11/1/2033	308,120,000	188,812,005	496,932,005				496,932,005
11/1/2034	324,625,000	175,489,169	500,114,169				500,114,169
11/1/2035	325,070,000	163,611,379	488,681,379				488,681,379
11/1/2036	218,830,000	151,833,676	370,663,676				370,663,676
11/1/2037	219,575,000	144,191,978	363,766,978				363,766,978
11/1/2038	231,725,000	136,404,940	368,129,940				368,129,940
11/1/2039	248,210,000	128,142,696	376,352,696				376,352,696
11/1/2040	257,315,000	119,269,135	376,584,135				376,584,135
11/1/2041	265,415,000	110,282,027	375,697,027				375,697,027
11/1/2042	274,235,000	101,356,016	375,591,016				375,591,016
11/1/2043	258,670,000	92,221,593	350,891,593				350,891,593
11/1/2044	255,565,000	82,381,637	337,946,637				337,946,637
11/1/2045	264,545,000	72,784,782	337,329,782				337,329,782
11/1/2046	268,065,000	62,839,136	330,904,136				330,904,136
11/1/2047	250,365,000	51,709,064	302,074,064				302,074,064
11/1/2048	238,705,000	41,012,869	279,717,869				279,717,869
11/1/2049	248,120,000	30,972,722	279,092,722				279,092,722
11/1/2050	257,935,000	20,533,398	278,468,398				278,468,398
11/1/2051	219,865,000	9,677,812	229,542,812				229,542,812
Totals	$ 7,224,745,000	$ 4,053,307,993	$ 11,278,052,993	$ -	$ -	$ -	$ 11,278,052,993

[1] May not add due to rounding. Preliminary, subject to change.

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Debt Service Coverages

The Airport's Master Bond Ordinance requires that the Airport establish rentals, rates, fees and charges which are reasonably estimated to achieve, among other requirements, the two debt service coverage ratios defined below. The Airport has added an additional coverage calculation for informational purposes that includes net cash flows from sources that are not Gross Revenues. The computation of these ratios is summarized in Table 20. See "**SECURITY FOR THE BONDS—Rate Covenant.**"

Gross Revenues – The Master Bond Ordinance requires that the Airport set rates at levels sufficient to produce Gross Revenues to pay the Operation and Maintenance Expenses plus 1.25 times Accrued Aggregate Debt Service. This calculation includes the Rolling Coverage amount which is a Gross Revenue of the Airport.

Current Gross Revenues – The Master Bond Ordinance requires that the Airport set rates at levels sufficient to produce Current Gross Revenues to pay Operation and Maintenance Expenses plus 1.0 times Accrued Aggregate Debt Service. Current Gross Revenues differ from Gross Revenues in that they exclude transfers from the Capital Improvements Fund such as Rolling Coverage and the annual capital transfer. In other words, Current Gross Revenues only include operating revenues from rates and charges, Special Revenues, and interest income. The Use Agreements limit the Airport's ability to significantly improve the Current Gross Revenue coverage ratio because it must use 75% of DFWCC Net Revenues in excess of the Upper Threshold to reduce landing fees. See "**RATE SETTING – Airline Use Agreement Rate Model**."

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All Sources – This coverage ratio adds other available Net Revenues not classified as Gross Revenues (e.g., PFIC Net Revenues and proceeds from natural gas royalties and the sale of land) to the Gross Revenue calculations. The ratio computation is presented both with and without Capital Improvements Fund transfers.

Table 20
Debt Service Coverage
(Unaudited, in millions)

	Fiscal Year Ended, September 30				
	2023	2022	2021	2020	2019
1.0x Coverage Calculation - Current Gross Revenues					
Gross Revenues available for debt service	$ 792.9	$ 702.3	$ 670.1	$ 686.9	$ 722.2
Less: Other Capital Transfers and Rolling Coverage	(144.2)	(130.4)	(127.3)	(131.8)	(136.9)
Current Gross Revenues available for debt service	$ 648.7	$ 571.9	$ 542.8	$ 555.1	$ 585.3
Debt Service	$ 524.2	$ 475.0	$ 461.3	$ 479.0	$ 499.9
Coverage ratio - Current Gross Revenues	1.24	1.20	1.18	1.16	1.17
1.25x Coverage Calculation - Gross Revenues					
Operating Revenues					
Airfield cost center	$ 188.2	$ 184.5	$ 174.9	$ 167.5	$ 184.1
Terminal cost center	446.3	398.2	376.8	378.4	402.8
DFW cost center (non-airline revenues)	377.4	335.1	218.3	208.9	332.9
Total Operating Revenues	$ 1,011.8	$ 917.8	$ 770.0	$ 754.8	$ 919.8
Non-operating Revenues	156.2	136.8	126.4	121.1	165.1
Federal Relief Proceeds	100.0	65.7	138.3	144.1	-
Other Capital Transfers and Rolling Coverage	144.2	130.4	127.3	131.8	136.9
Total Gross Revenues	$ 1,412.3	$ 1,250.9	$ 1,162.0	$ 1,151.8	$ 1,221.8
Less Operating Expenses	(619.4)	(548.6)	(492.0)	(464.9)	(499.6)
Gross Revenues available for debt service	$ 792.9	$ 702.3	$ 670.1	$ 686.9	$ 722.2
Debt Service	$ 524.2	$ 475.0	$ 461.3	$ 479.0	$ 499.9
Coverage ratio - Gross Revenues	1.51	1.48	1.45	1.43	1.44
Coverage Calculation - All Revenues Sources					
Current Gross Revenues available for debt service	$ 648.7	$ 571.8	$ 542.8	$ 555.1	$ 585.3
Natural Gas Royalties, Investment Income, Other	26.2	12.6	6.0	12.7	30.4
PFIC (1)	45.5	38.8	9.5	4.0	73.3
All Current Revenues available for debt service	$ 720.4	$ 623.2	$ 558.2	$ 571.8	$ 689.0
Debt Service	$ 524.2	$ 475.0	$ 461.3	$ 479.0	$ 499.9
1.0x Coverage ratio - All Current Revenues	1.37	1.31	1.21	1.19	1.38
1.25x Coverage ratio - All Current Revenues plus Capital Transfers and Rolling Coverage	1.65	1.59	1.49	1.47	1.65

* Non-operating revenues include PFC revenues from the current year plus amounts transferred from the PFIC to pay eligible debt service.
(1) PFIC coverage calculation added in FY 2019.

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CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Program (CIP) Expenditures

Total CIP expenditures, excluding the PFIC, are currently programmed to be approximately $8.6 billion for the period June 1, 2024 to September 30, 2029 as shown in the table below. See **PFIC Capital Program** below. This CIP includes the "Infrastructure Capital Program" projects and "Other Capital" projects that includes commercial development, vehicles, technology, and other projects primarily funded by the DFW Capital Account.

The Infrastructure Capital Program (ICP) includes expansion projects such as the Central Terminal Area (CTA) Expansion Program, Terminal F (first phase), and the southwest end around taxiway, in addition to a substantial number of other projects required to replace and improve DFW's airfield, terminals, buildings, bridges, roads and utilities when necessary. DFW uses assessment-based studies prepared by licensed engineers to help the Airport staff prioritize and schedule when assets need to be replaced. DFW updates these assessments on a regular basis, and as a result, planned ICP expenditures will vary over time based on required replacement dates. The current ICP is projected at $7.749 billion for the period June 1, 2024 through September 30, 2029 as shown in the table below. The total expenditures for the CTA Expansion Program and Terminal F are not the full project budgets. The full program budgets for projects over $100 million are shown in a separate table below.

Capital Improvement Program (CIP)
(For the period June 1, 2024 through September 30, 2029, in Millions)

Category	FY24*	FY25	FY26	FY27	FY28	FY29	Total FY24*-29
Infrastructure Capital Program (ICP)							
CTA Expansion Program**	$187	$461	$538	$231	$386	$153	$1,956
Terminal F**	40	641	643	264	86	0	1,674
Other ICP	273	872	998	1,063	554	359	4,119
Total ICP	499	1,974	2,179	1,558	1,026	512	7,749
Other Capital	161	294	156	65	105	93	874
Total CIP	$661	$2,268	$2,335	$1,622	$1,131	$606	$8,623

* For period June 1 to September 30, 2024 only

** Does not reflect the total program budget, see discussion below for full project budgets.

The Signatory Airlines approved approximately $4.9 billion of ICP projects as part of the Use Agreements effective October 1, 2023 (i.e., FY 2024), including the CTA Expansion Program, Terminal F and 19 other projects (primarily airfield projects). The Use Agreements include provisions for allowable pre-approved inflation adjustments as discussed below. In addition to these pre-approved projects, the Signatory Airlines have approved an additional $[ ] billion for other ICP projects over the past several years. In total, DFW has received Signatory Airline approval of approximately $[ ] billion or [ ]% of the $7.749 billion of ICP projects planned to be spent for the period June 1, 2024 through September 30, FY 2029.

As of May 31, 2024, the Airport had approximately [__] approved capital projects underway with a total remaining obligation of $[__] billion. Of this amount, $[__] billion has been contractually committed but not yet paid, and $[__] billion is planned to be spent in the future. These remaining obligations are included in the CIP table shown above.

The following table highlights the capital budgets for capital projects/programs over $100 million through FY 2029 (except for the CTA which extends into FY 2030), gross of any grants applicable to that project/program. This list excludes projects/programs that are complete, in the close-out phase or part of the PFIC. The projected spend rates in the table are based on projected cash outflows which lag actual construction progress, so there may be differences between final cash flow payments shown in the table and dates of completion in the descriptions of these projects that follow. This table varies from the table above in that this table shows total budgets including expenditures to date and prior to June 1, 2024.

Capital Budgets for ICP Capital Projects/Programs Over $100 Million
(in Millions, Gross of Grants)

Project Name	FY24 and Prior	FY25	FY26	FY27	FY28	FY29	FY30	Total Budget
CTA Expansion Program	$618	$461	$538	$231	$386	$153	$589	$2,977
Terminal F Program	66	641	643	264	86	-	-	1,700
Runway 17R/35L Reconstruction	235	78	-	-	-	-	-	313
SW End Around Taxiway	130	25	85	99	30	-	-	370
Runway 18L/36R Rehabilitation	1	20	115	119	21	-	-	275
Electric Central Utility Plant	120	135	12	-	-	-	-	266
International Pkwy Modernization	64	122	59	11	-	-	-	255
Fire Station Consolidation	16	169	8	-	-	-	-	192
Access Control Doors Replacement	8	8	52	47	20	2		136
Totals	$1,258	$1,657	$1,512	$770	$543	$155	$589	$6,484

Inflation has had a significant impact on construction projects post COVID-19 due to escalating labor and material costs and the increased backlog of work for contractors, which has resulted in fewer bids per solicitation. Many of the planning level budgets reflected in DFW's official statements in calendar year 2023 (the "2023 Official Statements") were developed before inflation increased significantly. The budgets shown below are based on actual contracts awarded where applicable, [while the planning budgets included in the 2023 Official Statements included contracts that had not yet been awarded]. DFW has decided to increase project budgets in this Official Statement only after a construction contract has been awarded for that project. Each project description below highlights budget changes and where inflationary exposure remains. See **"FORWARD-LOOKING FINANCIAL AND OPERATING INFORMATION"** for a sensitivity analysis of the impact of potential cost increases. Also see "**FORWARD-LOOKING STATEMENTS**." DFW has used current market costs for new projects added to the long range ICP such as the Runway 18L/36T Rehabilitation project.

The following table highlights the percent of project budgets that are currently under contract and the estimated percent that will be under contract at the end of FY 2025 and FY 2026 for the major capital projects/programs shown in the table above. DFW currently has 64% of its major projects/programs under contract with an estimated 92% under contract by the end of FY 2025.

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Percent Complete of Capital Projects/Programs over $100 million
(Dollars in Millions)

Project/Program Name	Percent Under Contract: Current	Percent Under Contract: End of FY25	Percent Under Contract: End of FY26	Total Budget	Amount Under Contract: Current	Amount Under Contract: End of FY25	Amount Under Contract: End of FY26
CTA Expansion Program	55%	85%	98%	$ 2,977	$ 1,637	$ 2,530	$ 2,917
Terminal F Program	60%	100%	100%	1,700	1,020	1,700	1,700
Runway 17R/35L Reconstruction	100%	100%	100%	313	313	313	313
SW End Around Taxiway	25%	100%	100%	370	93	370	370
Runway 18L/36R Rehabilitation	5%	100%	100%	275	14	275	275
Electric Central Utility Plant	100%	100%	100%	266	266	266	266
International Pkwy Modernization	100%	100%	100%	255	255	255	255
Fire Station Consolidation	100%	100%	100%	192	192	192	192
Access Control Doors Replacement	100%	100%	100%	136	136	136	136
Total				$ 6,484	$ 3,926	$ 6,037	$ 6,424
Estimated Percent of All Projects Under Contract				n/a	61%	93%	99%

The following section provides the narrative status of each of the major projects/programs shown in the tables above.

Central Terminal Area (CTA) Expansion Program ($2.98 billion) – This program includes 9 incremental gates in Terminals A and C on two new double-loaded piers, a tear-down and reconstruction of concourse level of Terminal C, reconstruction of the south Terminal C parking garage, the rehabilitation of center and north parking facilities, a new utilities corridor, and airfield ramp improvements. The renovations will include increased gate lounges and passenger flow space to enhance the customer experience. DFW will use modular construction to replace concourse sections of the terminal while the current terminal is demolished. The program will be opened in phases with final date of beneficial occupancy in April 2030. The schedule has been adjusted by approximately one year due to delays in gaining federal environmental approvals, longer than anticipated contract negotiations, and coordination of work with American Airlines who is handing construction of certain elements of the program.

The program budget included in the 2023 Official Statements was $2.72 million. The revised budget of $2.98 billion consolidates the $118 million budget of a separate baggage handling system upgrade project that was included in the 2023 Official Statements and an inflationary increase of $139 million for construction bids received to date. DFW has currently contracted for 55% of the total program budget with an additional 30% of the program budget planned to be under contract at the end of FY 2025 (for a total of 85%). DFW plans for 98% of the program to be bid out by the end of FY 2026. Budget exposure remains for future contracts not yet bid. This program was pre-approved by the Signatory Airlines as part of the Use Agreements for a total budget of $2.72 billion plus allowances for inflationary impacts. The current budget is within the inflationary allowances established in the Use Agreements.

Terminal F Program ($1.70 billion) – The first phase of DFW's sixth terminal, Terminal F, includes 15 contact gates and 7 operational hardstands to meet increased airline gate demand. Passenger parking and processing, bag processing, and TSA clearance will be handled from Terminal E. The program budget includes the terminal concourse, a baggage sortation and transfer facility, a cut-and-cover tunnel between Terminals E and F, utilities, a new Skylink station, new aircraft parking positions, operational hardstands, and an expanded busing facility in

Terminal D to accommodate international hardstands. The budget excludes the capital cost of the baggage system that will be provided by a third party under a separate service contract which will include the operating cost of the system plus a charge for the capital component of the baggage system once Terminal F opens. DFW plans for Terminal F to be operational in May 2027.

The program budget included in the 2023 Official Statements was $1.63 billion. The revised budget of $1.70 billion reflects approximately a $71 million inflationary increase based on construction bids received to date. DFW has currently contracted for 60% of the total program budget with an additional 11% planned to be under contract by the end of FY 2024 and for 100% to be under contract by the end of FY 2025. Budget exposure remains for future increases based on work not yet bid. This program was pre-approved by the Signatory Airlines as part of the Use Agreements for a total budget of $1.63 billion plus allowances for inflationary impacts. The current budget is within the inflationary allowances established in the Use Agreements.

DFW plans to submit a new PFC application to the FAA in FY 2025 for Terminal F. After approval, eligible PFCs may be used to fund pay-as-you-go capital and/or to fund future eligible debt service on the terminal. DFW plans to begin using PFCs for eligible debt service for Terminal F beginning in FY 2028 after Terminal F opens. Management estimates that DFW will have approximately $150 million of available PFCs through FY 2027 to use for pay-as-you-go funding, but has not incorporated those funds into the financial plan supporting the forward-looking financial information included in this Official Statement to provide a potential offset for inflationary risk. See **"FORWARD-LOOKING FINANCIAL AND OPERATING INFORMATION" and "FORWARD-LOOKING STATEMENTS."**

Runway 17R/35L Reconstruction ($313 million) – This program includes reconstruction of the Airport's primary departure runway, 17R/35L, and its associated hold pads. The program budget included in the 2023 Official Statements was $222 million. The current budget of $313 million reflects market impacts of $91 million based on construction bids received and other project components bid in the same project for construction and phasing benefits. The first phase included a shortened runway that was opened in May 2024. The program is currently 100% under contract with substantial completion planned in March 2025. The program was approved by the Signatory Airlines. DFW has received $86 million of FAA grants for this program.

Southwest End Around Taxiway Program ($370 million) – This program will construct a new end around taxiway on the southwest side of the Airport to complement the end around taxiways on the northeast and southeast ends of the airfield. End arounds enhance the safety of the airfield and support the optimization of aircraft operations and throughput. This program budget was previously estimated at $231 million for phases 1a and1b to construct the inner and middle segments of the taxiway. The current budget of $370 million includes an inflation adjustment based on preliminary pricing for a construction contract that will be resolicited. Phases 1a and 1b are scheduled for completion in 2026. To date, the Airport has received $180M in grant funding for this program. DFW continues to work with the FAA and the Department of Transportation on other grant opportunities.

Runway 18L/36R Rehabilitation ($275M) – This project is necessary to rehabilitate Runway 18L/36R and other adjacent infrastructure. Runway assessments from FY 2017/18 indicated the runway was in fair condition, with some deterioration. With this information it was programmed for rehabilitation after the other three original runways based on their greater need. Subsequent assessments in FY 2021 and FY 2024 showed increased deterioration and the need to rehabilitate to begin in FY 2026. The project will rehabilitate the runway to restore its condition with a projected design life of approximately 30 years. This includes structural replacement of concrete as well as upgrading the electrical systems and drainage. DFW has received Signatory Airline approval for planning and design of this program and will submit a request to the airlines for approval to fund construction in FY 2025. No grants have yet been requested for this program, but DFW plans to submit for grants in the future.

Electric Central Utility Plant ("eCUP") ($266 million) – The eCUP replaces the Airport's aging gas boilers and steam piping distribution system in its current Central Utility Plant with an efficient all-electric hot water system to address current and future cooling and heating demands. The eCUP provides incremental cooling, improves resiliency and efficiency, and transitions the Airport to electricity as the primary fuel source in support of DFW's Net Zero Carbon 2030 objective. The program budget in the 2023 Official Statements was $[157] million. The current budget of $[255] million reflects an inflationary increase of $98 million based on construction bids received. This project was approved by the Signatory Airlines and is currently 100% under contract with substantial completion planned in April 2026. DFW has received $116.1 million of FAA grants for this project.

International Parkway Modernization Program ($255 million) – This program includes the construction of three new bridges with right exit lanes on International Parkway into Terminals A, B, and C and the demolition of the aging bridges that exit from the left and "flyover" International Parkway for these terminals. The program budget also includes replacement of existing end of life high mast light poles along International Parkway, as well as replace the aging bridge that traverses International Parkway in the north. The program budget in the 2023 Official Statements was $[157] million. The current budget of $255 million reflects an inflationary increase of $98 million based on the construction contract awarded. The project is 100% under contract and includes an early completion incentive clause if completed by May 2026. Substantial completion is currently scheduled for October 2026. The Signatory Airlines have approved the portion of the program that required their approval with the remainder being exempt from such approval.

Fire Station Consolidation ($137 million) – This program includes the consolidation of four fire stations into two stations, the demolition of the old stations, and the construction of a fumigation building. The current program budget of $137 million is based on the award of a design build construction contract with substantial completion scheduled for February 2026. This project has been approved by the Signatory Airlines. DFW has received $75 million of FAA grants for this project.

Access Control Door Replacement ($136 million) – This program includes the replacement of the access control system for approximately 1,153 doors throughout DFW's five terminals and many other facilities. This program includes purchasing the technology and the design and construction for the installation of the system on each of these doors. The current program budget of $136 million is based on the award of a design build construction contract. The program is allowable under the safety and security exemption in the Use Agreements and did not require Signatory Airline approval. This program is expected to take approximately four years to complete.

Capital Improvement Program (CIP) Funding Sources

DFW currently plans to fund the CIP with cash, grants, and the issuance of Additional Obligations (debt). The following table shows the projected funding sources for the period June 1, 2024 to September 30, 2029. The "Spending Capacity Adjustment" in the table is a reduction in the "Financing Requirement" due to cash flow timing adjustments and to reflect the likelihood that the capital program cannot be completed as programmed (based on historical spending patterns).

Capital Improvement Program - Funding Sources
(June 1, 2024 through September 30, 2029 in Millions)

Sources of Funds	FY24*	FY25	FY26	FY27	FY28	FY29	Total
Financing Requirement	$469	$1,912	$1,687	$1,106	$1,017	$493	$6,685
Spending Capacity Adjustment	75	0	345	317	-81	-88	568
Grants	58	220	144	45	44	47	557
Cash	59	136	159	154	152	154	814
Total Sources of Funds	$661	$2,268	$2,335	$1,622	$1,131	$606	$8,623

* For period June 1 to September 30, 2024 only

This table reflects funding sources as needed, rather than when debt Obligations will be issued. Of the $6.7 billion of "Financing Requirement" projected through FY 2029, DFW has previously issued Obligations and commercial paper in the approximate amount of $1.065 billion. From the proceeds of the Bonds, it is estimated that approximately $450 million will be used to refund Series II Notes and approximately $300 million will be available to fund a portion of the "Financing Requirement." This leaves approximately $5.3 billion of Additional Obligations to be issued in the future to fund the remaining "Financing Requirement." DFW may issue bonds in anticipation of funding needs, or it may use its Subordinate Lien Obligations in the form of commercial paper notes to interim finance the project and issue long-term Additional Obligations later.

Grant Funding Sources

DFW receives traditional FAA entitlement and discretionary funding under the FAA's Airport Improvement Program (AIP) each fiscal year and has a signed Letter of Intent (LOI) from the FAA which provides a minimum of $180 million of AIP funds to DFW through FY 2024. LOIs can be amended from time to time by the Airport and FAA. DFW works closely with the FAA to maximize discretionary funding for Airport projects.

On November 15, 2021, the President signed the Infrastructure Investment and Jobs Act (later referred to as the Bipartisan Infrastructure Law, or "BIL") into law. The BIL provides DFW approximately $64 million of additional entitlement funds each year from FY 2022 to FY 2026 for a total of approximately $320 million. Project eligibility is based on existing PFC eligibility criteria. The BIL also includes approximately $2.75 billion of funds for large hubs, that will be competitively awarded over the five-year period with specific eligibility requirements. DFW has multiple eligible projects in its CIP and intends to apply for and aggressively pursue these grants. In addition, the BIL includes $27.4 billion for competitive funding for rebuilding Texas' state roads and bridges. DFW's CIP includes projects eligible under this provision. No assurances can be given that the Airport will be awarded any of the competitive grants.

DFW also receives grants from the Department of Justice and three Texas programs: State Homeland Security Program, Texas Commission of Environmental Quality and Texas Emissions Reduction Plan. DFW is actively seeking other options for grant funding from other programs. See "**FEDERAL AND STATE GRANTS.**"

DFW assesses its grant strategy on a regular basis considering the status of each project and its eligibility under different grant programs. DFW currently forecasts approximately $557 million of grant funds for the period June 1, 2024 through September 30, 2029. This consists of approximately $[256__] million of FAA discretionary and entitlement funds, $111 million of BIL supplemental entitlement and discretionary funds, $[84] million of BIL competitive grants, $[56__] million of TSA funds, and $[_50_] million of other Federal and State grants.

PFIC Capital Improvement Program and Funding Sources

The following table highlights the expected capital spend for the PFIC from 2024 through FY 2030. See "**Public Facility Improvement Corporation**" for a list of approved projects.

PFIC Capital Improvement Program
(FY 2024 to FY 2029, in Millions)

Category	FY24	FY25	FY26	FY27	FY28	FY29	Total FY24-29
19th Street Cargo	$25	$164	$3	$0	$0	$0	$192
Hotels	5	23	34	25	6	4	96
Rental Car Center	13	15	20	18	16	11	93
Other	0	1	0	0	0	0	1
Total	$43	$203	$57	$43	$22	$15	$382

19th Street Cargo Buildings 1 and 2 ($192 million) – This project includes the construction of two airside cargo warehouse buildings and the addition of eight aircraft design group VI aircraft (i.e., 747-800 sized aircraft) parking positions. The buildings will also feature truck courts for landside maneuverability and parking of commercial vehicles and trailers, modifications to the apron entrances, and realignment of associated taxi-lanes to increase operational efficiency and increase safety. The total cost of this facility was $177 million in the 2023 Official Statements. The budget has been increased by $15 million based on the awarded construction contract for a new budget of $192 million. Date of beneficial occupancy is currently scheduled for December 2025. DFW currently plans to fund this project with approximately $89 million of PFIC cash and the issuance of approximately $100 million of Additional Obligations. This project does not require Signatory Airline approval.

Hotels – The hotel capital plan includes a planned $32 million renovation of the Grand Hyatt in FY 2025 and FY 2026 and the design and construction of a new Hyatt House hotel ($46 million) in FY 2026 and FY 2027. The remaining uses of cash are for furniture, fixture, and equipment (FF&E) replacements.

Rental Car Center (RAC) – The RAC capital plan includes renovations of RAC buildings and equipment and replacement of vehicles.

PFIC Capital Improvement Program - Funding Sources
(FY 2024 to FY 2029, in Millions)

Source	FY24	FY25	FY26	FY27	FY28	FY29	Total FY24-29
Financing Requirement	$0	$100	$0	$0	$0	$0	$100
FF&E Funds	5	15	3	3	3	4	33
Cash	38	88	54	39	19	11	249
Total Sources of Funds	$43	$203	$57	$43	$22	$15	$382

Changes in and Potential Future Capital Programs

The Airport is continuously assessing its fixed assets (the ICP assessment process) to determine when assets need to be replaced over a 10- to 15-year period. The primary goal of the ICP process is the timely replacement of assets balancing the potential of increased maintenance costs with the need for capital re-investment. As part of this process, the need for replacement can move forward or back in time. Accordingly, some capital projects included in this ICP could be deferred while others, either in or not currently planned in the ICP, could be advanced. While DFW budgets for cost escalation in the Capital Improvement Program, recent unprecedented cost escalation on construction bids could impact future planned project costs. If program costs increase, the incremental cost would be required to be approved by the Signatory Airlines in most cases, and if approved, DFW would finance the incremental cost by issuing Additional Obligations. See **"FORWARD-LOOKING FINANCIAL AND OPERATING INFORMATION"** for a sensitivity analysis of the impact of potential cost increases. Also see "**FORWARD-LOOKING STATEMENTS**."

The Airport also continuously assesses its ability to accommodate future growth, including gates, parking spaces, roads, airfield capacity, etc. As the Airport determines future needs for expansion it develops plans, options, and cost estimates. These plans are then shared with the airlines to determine if the airlines agree with the growth needs and are willing to fund the cost of the projects. The potential costs of such future projects are not included in the CIP until the Airport determines that it plans to move forward with the project, and it expects that the airlines will approve the project's cost and schedule.

FORWARD-LOOKING FINANCIAL AND OPERATING INFORMATION

The purpose of this section is to provide forward-looking financial and operating information for the period beginning with the FY 2025 Budget and the forecasts for FYs 2026 through 2029. DFW uses the term "Outlook" for its updated estimates for the current FY. "Forecast" is used for future FYs.

The forward-looking information in this section is based on estimates and projections made by DFW management based on the Use Agreements' business model that became effective on October 1, 2023 (FY 2024). Inevitably, some assumptions used to develop these forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, actual results will vary from these forecasts and the variations could be material.

Enplanement Statistics

The following table highlights enplanement statistics for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent changes between FYs. DFW projects for total passengers to exceed 100 million in FY 2028. Terminal F is scheduled to be operational in May 2027 with 15 new gates and seven operational walk-out hardstands. Seven of the new gates will be allocated to American Airlines and eight of the new gates and the seven operational hardstands will be for "Other Airlines" (non-American Airlines). The incremental gates enable the projected growth in enplanement statistics in FY 2027 and FY 2028. American Airlines' share of passenger traffic is projected to decrease gradually as new gates become available to "Other Airlines," from approximately 82% of total traffic in FY 2025 to approximately 79% in FY 2029.

Enplanement Statistics
In Millions

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Domestic/International									
Domestic	40.0	40.9	42.5	45.0	46.2	2.3%	3.9%	6.0%	2.6%
International	6.4	6.5	6.8	7.1	7.3	2.3%	4.1%	4.6%	2.6%
Total Enplanements	46.4	47.5	49.3	52.2	53.5	2.3%	3.9%	5.8%	2.6%
O&D/Connecting									
Originating (O)	9.7	10.0	10.3	10.7	11.0	2.5%	3.0%	4.1%	2.8%
Destination (D)	7.5	7.7	7.9	8.3	8.5	2.1%	2.9%	4.2%	2.9%
Total O&D	17.3	17.7	18.2	19.0	19.5	2.3%	3.0%	4.2%	2.9%
Connecting	29.1	29.8	31.1	33.2	34.0	2.3%	4.4%	6.8%	2.5%
Total Enplanements	46.4	47.5	49.3	52.2	53.5	2.3%	3.9%	5.8%	2.6%
By Airline									
American Airlines*	38.0	38.9	39.9	41.5	42.5	2.2%	2.6%	4.2%	2.3%
Other Airlines	8.3	8.6	9.5	10.7	11.1	3.1%	9.9%	12.7%	4.1%
Total Enplanements	46.4	47.5	49.3	52.2	53.5	2.3%	3.9%	5.8%	2.6%
Percent AA	82%	82%	81%	80%	79%				

* American Airlines, American Eagle and Other Affiliates

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Aircraft Operations and Landed Weights

The following table highlights aircraft operations and landed weights for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent changes between FYs. The growth in operations and landed weights in FY 2027 and FY 2028 is tied to the opening of Terminal F currently scheduled for May 2027.

Aircraft Operations and Landed Weights

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Aircraft Operations (Thousands)									
Domestic Passenger	657.7	676.1	703.7	753.2	770.7	2.8%	4.1%	7.0%	2.3%
International Passenger	80.3	82.5	86.1	90.9	93.0	2.7%	4.3%	5.7%	2.3%
Total Passenger	738.0	758.5	789.8	844.1	863.7	2.8%	4.1%	6.9%	2.3%
Cargo	22.7	23.2	23.8	24.3	24.9	2.2%	2.3%	2.3%	2.3%
General Aviation	13.6	14.0	14.6	15.6	15.9	2.8%	4.1%	7.0%	2.3%
Total Operations	774.4	795.7	828.1	884.0	904.5	2.8%	4.1%	6.8%	2.3%
Total Landed Weights (Billions)	55.4	57.9	60.3	64.4	65.9	4.4%	4.2%	6.8%	2.4%

Operating Revenue and Expense Fund Revenues

The following table highlights DFW's Operating Revenue and Expense Fund revenues for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029 and the percent changes between FYs. This table excludes the revenues of PFIC business units. The airfield and terminal revenues are calculated based on the net cost to operate the airfield and terminals, respectively, as defined in the Use Agreements, including revenue sharing. Changes in terminal and airfield revenues are driven primary by the increase in debt service for the capital program and the revenue sharing formulas.

Operating Fund Revenues - Use Agreement Basis, Not GAAP
In Millions

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Operating Revenues									
Airfield *	$ 200.4	$ 220.8	$ 214.7	$ 261.6	$ 288.1	10.2%	-2.7%	21.8%	10.2%
Terminal**	482.8	577.3	653.9	740.9	819.9	19.6%	13.3%	13.3%	10.7%
DFW Cost Center									
Parking	253.1	268.1	283.0	298.0	310.7	5.9%	5.6%	5.3%	4.3%
Concessions	137.0	147.7	164.7	179.8	189.4	7.9%	11.5%	9.2%	5.3%
Rental Car	49.3	50.3	51.5	53.0	54.6	2.0%	2.5%	2.9%	2.9%
Commercial Development	81.9	85.7	94.6	98.1	100.7	4.6%	10.4%	3.7%	2.6%
Employee Transportation	25.9	26.4	27.0	27.6	28.2	2.2%	2.2%	2.2%	2.2%
Interest Income and Other	45.6	52.6	54.8	54.9	57.0	15.3%	4.2%	0.2%	3.8%
Total DFW Cost Center	592.7	630.7	675.6	711.4	740.6	6.4%	7.1%	5.3%	4.1%
Total Operating Revenues	1,275.9	1,428.8	1,544.2	1,713.9	1,848.6	12.0%	8.1%	11.0%	7.9%
Non-Operating Revenues									
Passenger Facility Charges	146.0	153.8	159.8	206.1	211.5	5.3%	3.9%	29.0%	2.6%
Total Non-Ops Revenues	146.0	153.8	159.8	206.1	211.5	5.3%	3.9%	29.0%	2.6%
Total Revenues	$ 1,421.9	$ 1,582.6	$ 1,704.0	$ 1,920.0	$ 2,060.1	11.3%	7.7%	12.7%	7.3%

* Excludes transfers from the DFW Cost Center and PFCs

** Excludes PFCs and Terminal Contribution

The growth of parking, concessions and rental car revenues is tied generally to the increase in passengers. Parking revenue assumptions also include periodic parking rate increases; a continued emphasis on providing prepaid parking options for customers to maximize utilization of all parking facilities; and continued growth of ground transportation including TNCs. DFW will solicit new concessions contracts for all concessions locations in all terminals over the next five years including the addition of approximately 18 incremental locations in Terminal F beginning in May 2007. In addition, DFW will open three new clubs in FY 2026 and FY 2027. Commercial development increases are tied to new acres under lease and increases in rates. Changes in interest income are due to projected changes in cash offset by slightly declining interest rates. PFCs rise in FY 2028 to pay for PFC eligible debt service after the opening of Terminal F. DFW plans to use incremental PFC collections from FY 2025 through FY 2027 for Terminal F to pay for eligible construction costs.

Operating Expenses

The following table highlights DFW's operating expenses for the Operating Revenue and Expense Fund for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent changes between FYs. The increases in "Other Expenses" in FY 2027 and FY 2028 are due primarily to the increased facility and baggage system costs associated with the opening of Terminal F in May 2027.

Operating Fund Expenses - Use Agreement Basis, Not GAAP
In Millions

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Salaries and Benefits	$ 289.5	$ 302.5	$ 316.1	$ 330.4	$ 345.2	4.5%	4.5%	4.5%	4.5%
Other Expenses	424.4	446.8	502.9	601.8	633.5	5.3%	12.5%	19.7%	5.3%
Total Expenses	$ 713.9	$ 749.3	$ 819.0	$ 932.1	$ 978.8	5.0%	9.3%	13.8%	5.0%

DFW Cost Center Net Revenues

The following table highlights Net Revenues for the DFWCC for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent changes between FYs. Variances in operating revenues are described in "**Operating Revenue and Expense Fund Revenues"** subsection above.

Expenses for this cost center are lower than the increases described above because a majority of the incremental direct costs are in the Terminal Cost Center and because indirect costs are allocated between the cost centers based on direct costs. The increase in debt service in FY 2028 is due to the debt service associated with the Skylink station in Terminal F and the parking gar age in Terminal C. The allocation of net revenues between the airlines and DFW vary based on the revenue sharing formulas in the Use Agreements. See **"RATE SETTING – Airline Use Agreement Rate Model – Use Agreements – Revenue Sharing Thresholds and Adjustments."**

DFW Cost Center (DFWCC) Net Revenues
Use Agreement Basis, not GAAP
in Millions

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Revenues									
DFWCC Ops Revenues	$ 592.7	$ 630.7	$ 675.6	$ 711.4	$ 740.6	6.4%	7.1%	5.3%	4.1%
Expenditures									
Expenses	232.5	243.6	253.2	263.5	272.7	4.8%	3.9%	4.1%	3.5%
Debt Service, net*	72.3	85.1	82.6	103.1	114.8	17.8%	-3.0%	24.8%	11.4%
Total Expenditures	304.8	328.7	335.8	366.6	387.6	7.8%	2.2%	9.2%	5.7%
Total DFWCC Net Revenues	$ 287.9	$ 302.0	$ 339.8	$ 344.9	$ 353.0	4.9%	12.5%	1.5%	2.4%
Allocation of Net Revenues:									
Airline Cost Centers	$ 144.0	$ 151.0	$ 183.8	$ 185.1	$ 188.7	4.9%	21.7%	0.7%	1.9%
DFW Capital Account	$ 144.0	$ 151.0	$ 156.0	$ 159.7	$ 164.4	4.9%	3.3%	2.4%	2.9%

* Net of allocable PFCs, transfers from the PFIC and direct reimbursements of debt service from AA.

Airline Revenues and Airline Metrics

The following table highlights airline operating revenues by fee type, airline cost per enplanement, landing fees, and average terminal rental rates for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent changes between FYs. As described above in the "**Operating Revenue and Expense Fund Revenues"** subsection, landing fees and terminal rents are based on the net cost to provide the services as defined in the Use Agreements. See "**Enplanement Statistics"** above for discussion of passengers. DFW has a long-range goal in its [current] Strategic Plan to keep CPE at or below $20 in FY 2029. This forecast allows DFW to achieve that goal.

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Airline Revenues and Airline Metrics
Use Agreement Basis, not GAAP
in Millions, except Metrics

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Airline Revenues									
Passenger Landing Fees	$ 172.1	$ 179.0	$ 168.1	$ 211.5	$ 234.4	4.0%	-6.1%	25.8%	10.8%
Cargo Landing Fees	13.2	14.2	13.1	15.7	17.4	7.6%	-7.9%	20.2%	10.8%
Terminal Rents	358.4	438.0	503.6	582.7	658.0	22.2%	15.0%	15.7%	12.9%
FIS Fees	49.4	52.3	56.3	61.0	64.8	5.9%	7.7%	8.3%	6.2%
Other Terminal Revenues	48.6	58.5	64.7	67.3	66.6	20.4%	10.6%	3.9%	-1.0%
Other Airfield Revenues	0.4	0.4	0.4	0.4	0.4	2.1%	2.2%	2.2%	2.2%
Subtotal	642.0	742.4	806.2	938.6	1,041.6	15.6%	8.6%	16.4%	11.0%
Less Cargo Landing Fees	(13.2)	(14.2)	(13.1)	(15.7)	(17.4)	7.6%	-7.9%	20.2%	10.8%
Total Airline Revenues	$ 628.9	$ 728.2	$ 793.1	$ 922.9	$ 1,024.2	15.8%	8.9%	16.4%	11.0%
Cost per Enplanement Calc.:									
Enplanements	46.4	47.5	49.3	52.2	53.5	2.4%	3.9%	5.8%	2.6%
Cost per Enplanement	$ 13.56	$ 15.34	$ 16.08	$ 17.69	$ 19.13	13.1%	4.8%	10.0%	8.1%
Landing Fee Rate	$ 3.37	$ 3.28	$ 2.95	$ 3.47	$ 3.76	-2.7%	-9.9%	17.5%	8.3%
Average Terminal Rent/Sq.Ft.	$338	$406	$449	$466	$461	20.1%	10.6%	3.9%	-1.0%

Public Facility Improvement Corporation (PFIC)

The following table highlights DFW's projected net revenues for the PFIC by approved project for the FY 2025 budget, DFW's forecasts for FYs 2026 through 2029, and the percent change between FYs. See "**NON-AIRLINE BUSINESS UNITS INFORMATION – Public Facility Improvement Corporation**" for a discussion of each approved project/business unit. The projections below are reflective of the following assumptions.

For hotels, the PFIC will begin a major renovation of the Grand Hyatt in FY 2025 through FY 2026 ($32 million) and a new Hyatt House Hotel is planned to be constructed in FY 2026 and FY 2027 ($46 million) and in operation in FY 2028. The PFIC plans to use unrestricted PFIC cash for these projects.

RAC revenues are tied to passengers and daily Customer Facility Charges and Customer Transportation Charges. The PFIC plans to combine these fees and replace them with a new Access Fee (daily charge) that will be put in place in FY 2025 after resoliciting RAC concessions contracts. The plan also includes a $1 per day increase from $6.50 to $7.50 at that time.

The tenant in the Campus West facility has informed DFW they will not utilize their option beginning in FY 2026. It is uncertain if DFW can continue to lease this facility beyond this date, therefore revenues have been reduced to zero pending a PFIC decision on next steps relating to the facility. The PFIC will continue to pay ground rent for Campus West to the airport during this time.

The 19th Street Cargo Facility is currently under construction with operations beginning in FY 2026. This facility is being financed with approximately $100 million of debt and $92 million of PFIC unrestricted cash.

Debt service shown in the table includes debt service for 19th Street and the original construction of the Grand Hyatt. The Grand Hyatt debt will be fully paid off in FY 2030. DFW issues debt for the PFIC and the PFIC transfers an amount equal to annual debt service and coverage to the Airport to pay the debt service. The PFIC debt is included in gross debt service for the Airport.

Public Facility Improvement Corporation - Net Revenues
Millions

	Budget	Forecast				Percent Change Prior FY			
	FY25	FY26	FY27	FY28	FY29	FY26	FY27	FY28	FY29
Revenues									
Hotels	$ 51.7	$ 53.3	$ 60.3	$ 68.4	$ 70.8	3.0%	13.2%	13.4%	3.5%
RAC	39.5	46.7	47.9	49.1	50.3	18.2%	2.5%	2.5%	2.5%
Campus West	6.1	1.1	-	-	-	-82.0%	-100.0%	-	-
19th Street	-	6.7	13.4	13.9	14.4	-	100.0%	3.4%	3.4%
Interest Income	9.1	7.1	6.8	7.2	8.3	-22.3%	-4.5%	6.5%	16.1%
Total Revenues	$ 106.4	$ 114.8	$ 128.3	$ 138.5	$ 143.8	7.9%	11.8%	8.0%	3.8%
Expenses									
Hotels	$ 31.0	$ 31.9	$ 35.0	$ 40.3	$ 41.7	3.0%	9.7%	15.0%	3.5%
RAC	17.2	17.9	18.6	19.3	20.1	4.0%	4.0%	4.0%	4.0%
Campus West	3.8	4.0	2.9	3.0	3.1	4.1%	-26.0%	3.0%	3.0%
19th Street	-	1.3	1.3	1.5	1.5	-	-	9.1%	3.1%
Total Expenses	52.0	55.1	57.9	64.1	66.4	5.9%	5.1%	10.7%	3.6%
Total PFIC Net Revs.	54.4	59.7	70.4	74.4	77.3	9.8%	17.9%	5.7%	3.9%
Less Debt Service	9.8	12.6	13.3	13.3	13.3	28.6%	5.6%	0.0%	0.0%
Net Revenues	$ 44.6	$ 47.1	$ 57.1	$ 61.1	$ 64.0	5.7%	21.2%	7.0%	4.7%

Long-Term Debt Outstanding

The following table sets forth DFW's projected long-term debt outstanding for the period ending September 30, 2024 through 2029 based on the financing requirements for the Capital Improvement Program, less cash and grants. The table also reflects annual principal reductions. DFW may elect to issue Additional Obligations at different times than shown in this table depending on projected interest rates and total new money needed.

Long Term Debt Outstanding, in millions

		Budget	Forecast			
	FY24	FY25	FY26	FY27	FY28	FY29
Beginning Balance	$ 7,675	$ 7,975	$ 9,302	$ 10,574	$ 11,497	$ 12,171
Future Issuances *	300	1,600	1,500	1,200	1,000	460
Less: Principal Retired	n/a	(273)	(228)	(277)	(326)	(357)
Debt Outstanding, Ending Balance	$ 7,975	$ 9,302	$ 10,574	$ 11,497	$ 12,171	$ 12,273

* $450 million of FY24 planned issuance of $750 million will be used to retire ouotstanding commercial paper.

Net Revenues Available to Pay Gross Debt Service

For coverage purposes, DFW combines the net revenues transferred to the DFW Capital Account with total PFIC net revenue before PFIC debt service to calculate debt service coverage. Although PFIC revenues and cash are not defined as Gross Revenues of the Airport under the Master Bond Ordinance, the Cities have authorized PFIC net revenues and PFIC unrestricted cash to be used to pay DFW debt service if necessary. The following table highlights the total net revenues available to pay gross debt service for the FY 2025 budget and DFW's forecasts of those net revenues through FY 2029.

Net Revenues Available for Gross Debt Service

	FY25B	FY26F	FY27F	FY28F	FY29F
Transfer to DFW Capital Account	$ 144	$ 151	$ 156	$ 160	$ 164
PFIC Net Revenues	$ 54	$ 60	$ 70	$ 74	$ 77
Total Net Revenues Available for Debt Service	$ 198	$ 211	$ 226	$ 234	$ 242

Debt Service Coverages

The following table highlights DFW's projected debt service coverage calculations for the FY 2025 budget and DFW's forecasts through FY 2029. The first calculation is based on the Master Bond Ordinance definition of Current Gross Revenues, which excludes Rolling Coverage and PFIC net revenues. Under this provision, the Airport must set rates and charges in an amount sufficient to achieve a coverage ratio of 1.0x.

The second calculation is based on Gross Revenues and other net revenue sources such as the PFIC and natural gas proceeds. ***From DFW management's perspective, this second coverage calculation is most reflective of DFW's projected ability to repay debt service on an ongoing basis.***

The third calculation is also defined in the Bond Ordinance and adds Rolling Coverage but excludes the PFIC and other sources. Under this provision, the Airport must set rates and charges in an amount sufficient to achieve a coverage ratio of 1.25x.

See "**OUTSTANDING OBLIGATIONS DEBT SERVICE REQUIREMENTS – Debt Service Coverages**."

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Debt Service Coverage Calculations
In Millions, except ratios

	Budget FY25	Forecast FY26	FY27	FY28	FY29	Percent Change Prior FY FY26	FY27	FY28	FY29
Current Gross Revenues 1.0*									
Gross Revenues available for debt service	$ 884.6	$ 1,036.5	$ 1,105.2	$ 1,229.8	$ 1,344.7	17.2%	6.6%	11.3%	9.3%
Less: Rolling Coverage	(145.9)	(171.4)	(188.2)	(210.8)	(232.7)	17.5%	9.8%	12.0%	10.4%
Current Gross Revenues available for debt service	738.7	865.0	917.0	1,019.0	1,112.1	17.1%	6.0%	11.1%	9.1%
Gross Debt Service	$ 594.9	$ 699.7	$ 757.8	$ 853.5	$ 939.6	17.6%	8.3%	12.6%	10.1%
Coverage Ratio - Current Gross Revenues	1.24	1.24	1.21	1.19	1.18	-0.4%	-2.1%	-1.3%	-0.9%
Current Revenue Sources,including PFIC									
Current Gross Revenues available for debt service	$ 738.7	$ 865.0	$ 917.0	$ 1,019.0	$ 1,112.1	17.1%	6.0%	11.1%	9.1%
Natural gas royalties	3.0	3.0	3.0	3.0	3.0	0.0%	0.0%	0.0%	0.0%
PFIC Net Revenues before Debt Service	54.4	59.7	70.4	74.4	77.3	9.8%	17.9%	5.7%	3.9%
All Current Revenue available for debt service	796.1	927.8	990.4	1,096.4	1,192.4	16.5%	6.8%	10.7%	8.8%
Gross Debt Service	$ 594.9	$ 699.7	$ 757.8	$ 853.5	$ 939.6	17.6%	8.3%	12.6%	10.1%
Coverage Ratio - Current Gross Revenues	1.34	1.33	1.31	1.28	1.27	-0.9%	-1.4%	-1.7%	-1.2%
Gross Revenues 1.25 Including Rolling Coverage*									
Operating Revenues	$ 1,275.9	$ 1,428.8	$ 1,544.2	$ 1,713.9	$ 1,848.6	12.0%	8.1%	11.0%	7.9%
PFCs	146.0	153.8	159.8	206.1	211.5	5.3%	3.9%	29.0%	2.6%
Rolling Coverage	145.9	171.4	188.2	210.8	232.7	17.5%	9.8%	12.0%	10.4%
Reimbursements from PFIC	9.8	12.6	13.3	13.3	13.3	28.6%	5.6%	0.0%	0.0%
Reimbursements from American Airlines	20.9	19.2	18.7	17.8	17.4	-8.1%	-2.6%	-4.8%	-2.2%
Total Gross Revenues	1,598.5	1,785.8	1,924.2	2,161.9	2,323.5	11.7%	7.8%	12.4%	7.5%
Less 102 Fund Operating Expenses	(713.9)	(749.3)	(819.0)	(932.1)	(978.8)	5.0%	9.3%	13.8%	5.0%
Gross Revenues available for debt service	$ 884.6	$ 1,036.5	$ 1,105.2	$ 1,229.8	$ 1,344.7	17.2%	6.6%	11.3%	9.3%
Gross Debt Service	$ 594.9	$ 699.7	$ 757.8	$ 853.5	$ 939.6	17.6%	8.3%	12.6%	10.1%
Coverage Ratio - Gross Revenues	1.49	1.48	1.46	1.44	1.43	-0.4%	-1.5%	-1.2%	-0.7%

* Excludes PFIC net evenues, except for reimbursements from the PFIC for PFIC debt related to Grand Hyatt and 19th Street Cargo

Unrestricted Cash and Investments

The following table highlights DFW's projected cash balances and days cash on hand calculations for the FY 2025 budget forecasts through FY 2029. Unrestricted cash and investments is projected to grow to approximately $1.9 billion by FY 2029 and days cash on hand is expected to be over 700 days by FY 2029.

Unrestricted Cash and Investments - Use Agreement Basis, not GAAP
In Millions, except Days Cash on Hand

	Budget FY25	Forecast FY26	FY27	FY28	FY29
Operating Revenue and Expense Fund	$462	$501	$540	$595	$634
Capital Improvement Fund	661	689	717	744	771
PFIC	279	323	370	427	489
Total Unrestricted Cash & Investments	$1,401	$1,512	$1,627	$1,767	$1,893
Operating Expenses	$766	$804	$877	$996	$979
Days Cash on Hand	668	686	677	647	706

RETIREMENT PLANS

Retirement Plans-Defined Benefit Plan

The Airport has two fiduciary defined-benefit pension plans covering approximately half of all active Airport employees: the Employees of Dallas Fort Worth International Airport Retirement Plan ("Employee Plan") and the Department of Public Safety Retirement Plan (the "DPS Plan" and together with the Employee Plan, the "Retirement Plans"). Both Retirement Plans are single-employer public employee retirement system plans in which the assets are held in an investment trust. Employees vest after five years of service and are eligible for early retirement at ages 55-61 and full retirement benefits at age 62 and older. Pension benefits increase by a cost-of-living adjustment, with a maximum adjustment of 3%, each January 1.

Employee Plan - All regular employees hired prior to January 1, 2010, other than DPS officers, are covered by the Employee Plan. Benefits vest after five years of service. Airport employees who retire are entitled to an annual retirement benefit, payable monthly for life in an amount equal to a percentage of final average monthly compensation times credited service plus an annual cost-of-living adjustment (as defined by the Employee Plan). Employees can also elect a limited lump-sum distribution. The Employee Plan also provides early retirement, death, and disability benefits.

As of January 1, 2010, the Employee Plan was closed to new employees. New employees are hired under a 401(a) plan.

DPS Plan - The DPS Plan was established effective October 1, 1999, when the assets and liabilities accrued by public safety officers eligible for the DPS Plan prior to October 1, 1999, were transferred from the Employee Plan to the DPS Plan in compliance with the requirements of IRS Code Section 414(1). DPS officers contribute 7% of their salary to the Plan. The public safety officers who retired or terminated employment prior to October 1, 1999, were not eligible for the DPS Plan and will continue to receive their benefits, if any, from the Employee Plan.

The DPS Plan permits early retirement at ages 55 to 61, or upon satisfaction of the "Rule of 80." The "Rule of 80" is the attainment of age 50 and the completion of the number of years of benefit service that when added to the participant's age equals the sum of 80. All Public Safety Officers employed by the Airport are permitted early retirement upon the satisfaction of the "25 Year Rule." The "25 Year Rule" is the attainment of 25 years of service within the Public Safety department.

DPS officers receive pension benefits in the form of a qualified joint and survivor annuity; however, an employee may request optional forms of pension benefit payments upon written request to the Plan Administrator. Other forms of payment of accumulated plan benefits include lump-sum distribution upon retirement or termination or equal monthly payments for life.

The Airport determines each Retirement Plans' funding policy. Historically, the Airport has contributed an amount equal to the actuarially determined pension benefit cost for the year. In some years, however, the Airport funds additional contributions to help retire the unfunded liability sooner. The Airport funded an additional $2.9 million in FY 2018 and $2.7 million in FY 2019 and $10 million in FY 2021 over the actuarially determined pension benefit cost to the defined benefit plans. The incremental contribution in FY 2021 was made to partially offset the impact of the early retirement package on the unfunded actuarial liability of the Employee Plan.

On March 3, 2022, the Board approved several modifications of its actuarial assumptions. The Board lowered the assumptions for inflation from 2.75% to 2.50%, for the cost-of-living adjustment for retirees from 2.75% to 2.5%, and the investment return assumption from 7.25% to 7.0%, in addition to several other minor changes. The net impact of these actions was to increase the Annual Required Contribution approximately $1.5 million (4.6%) and to slightly increase the unfunded liability.

Both pension plans provide that employees with five or more years of service are entitled to annual pension benefits, beginning at normal retirement age of 62, equal to a certain percentage of their final average monthly compensation for each year of credited service, less a certain percentage of anticipated primary insurance benefits. The final average monthly compensation is determined by utilizing the average monthly rate of compensation of the last 36 completed months immediately prior to the date of service termination.

Employer contributions are generally made annually and recognized as additions in the period in which employee services are performed. Employee contributions are required for the DPS Plan, but not permitted for the Employee Plan.

The actuarially determined contribution requirements for the Retirement Plans are computed through an actuarial valuation performed as of January 1 each year. The annual actuarial valuation is performed to determine the adequacy of current contribution rates, to describe the current financial condition of the Plans and to analyze changes in the Plans' condition.

A copy of the "Actuarial Valuation Report for the Year Beginning January 1, 2022" for each Plan is available on the Airport's website at http://www.dfwairport.com/investors. Information provided by the Airport on its website is not a part of the Cities' continuing disclosure obligations under its Continuing Disclosure Agreement relating to the Bonds. This reference to the Airport's website is for informational purposes only, and neither the website nor the information contained on such website shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

Defined Contribution Plans

All regular employees hired after January 1, 2010, are enrolled in a defined contribution plan. DFW has agreed to match employee contributions up to 7%. Employees are required to contribute 1%-3% of their pay based on years of employment. Employees are eligible to contribute more, up to IRS limits. Employees hired on or after January 1, 2024 will experience cliff vesting at 100% after 3 years. Employees hired before January 1, 2024 will continue with graded vesting of 20% per year until 100% vested or January 1, 2027, when all funds become 100% vested.

Additional Retirement Contributions

All regular employees hired after January 1, 2010 are eligible to receive additional contributions up to 7% of their eligible earnings based on a combination of age and years of service, up to the annual IRS limits. These contributions are made in January each year for the previous calendar year. Employees must be on the active employment rolls of the Board on December 31 of the program year to be eligible for a January contribution. Contributions made under the Additional Retirement Contribution Plan will be made in the 401(a) plan and follow the vesting schedule of the Defined Contribution Plan.

Other Post-Employment Benefits

In addition to pension benefits, the Airport provides certain other post-employment benefits for retired employees ("OPEB"). Specifically, the Airport allows qualified retired employees to participate in the Airport's health insurance plans and provides a premium subsidy for those employees. These benefits apply only to retired employees ages 65 or younger who meet certain eligibility criteria, and provide a maximum premium benefit per employee of $400 per month. The OPEB plan is administered by the Airport's Executive Vice President of Administration and Diversity, Equity and Inclusion and the Vice President of Human Resources. The assets are managed by the Airport's Retirement Committee. All assets are held in a Section 115 Trust.

A copy of the "DFW Airport Retiree Health Care Plan - Actuarial Valuation Report as of January 1, 2022" is available on the Airport's website http://www.dfwairport.com/investors. Information provided by the Airport on its website is not a part of the Cities' continuing disclosure obligations under its Continuing Disclosure Agreement relating to the Bonds. This reference to the Airport's website is for informational purposes only, and neither the website nor the information contained on such website shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG)

The Airport has focused on environmental, social and governance practices for many years as part of its enterprise risk management approach to business; and ESG principles are embedded into the organization's culture. The Airport's Strategic Plan identifies sustainability; diversity, equity, and inclusion; innovation; and digital transformation as the four key "approaches" to achieve business success. DFW's sustainability initiatives align with all 17 of the United Nations Sustainable Development Goals (SDG) while DFW's Sustainability Plan focuses on climate action, energy performance, water and biodiversity, the circular economy, health and wellness, and equity. DFW published its first ESG report in 2017 for FY 2016 and the Airport's FY 2023 ESG Report is available on DFW's investor website.

Environmental

Climate Action. In 2016, DFW became the first airport in North America and the largest globally to achieve carbon neutrality; and in 2020, DFW became the first airport in the world to achieve Certification Level 4+ Transition, as part of the Airports Council International's Airport Carbon Accreditation (ACA) Program. The ACA Program defines net zero as achieving a minimum of 90% reduction in an airport's Scope 1 and 2 carbon footprint before application of carbon removal credits for the remaining emissions. DFW has publicly committed to achieving net zero carbon emissions by 2030 and has developed a roadmap to achieve this goal.

DFW has reduced its absolute carbon emissions 81% from FY 2010 to FY 2023 and in FY 2023, the Airport purchased $132,000 of carbon offsets to maintain carbon neutrality. DFW expects that it could achieve net zero carbon as early as FY 2027 after completion of the supplemental electric central utility plant in FY 2026. See "**CAPITAL IMPROVEMENT PROGRAM—Capital Improvement Program (CIP) Expenditures**." DFW plans for further reductions by transitioning its vehicle fleet to zero-emissions vehicles as technology allows and if the conversion has been determined to be financially feasible.

The Airport purchases 100% renewable electricity from Texas wind farms and continues to transition its compressed natural gas (CNG) fleet to renewable natural gas (RNG), sourced from local landfills. During FY 2023, 82% of the natural gas used in the Airport's fleet was renewable.

Waste Reduction and Circular Economy. DFW has an aspirational goal to achieve over 90% diversion from landfills for waste created on the Airport over the next two decades. The plan to achieve this aspirational goal is scheduled to be developed over the next five years. In FY 2023, DFW diverted approximately 94% of construction waste and 15.9% of its municipal solid waste (MSW) from landfills for a total waste diversion of over 630,000 tons. Construction waste includes recovered materials, such as asphalt millings, crushed concrete, and topsoil. These materials were reused in DFW's runway, taxiway, and facilities projects. MSW represents the majority of the rest of the waste created on the Airport.

DFW operates its recycling program in-house, allowing for improved control over recycling practices and enabling the Airport to collect rebates for recycled materials. DFW maintains a mixed recycling program on its campus for paper, plastic, cardboard, and metal. The Airport also hosts targeted single stream recycling programs for items such as used cooking oil, pallets, scrap metal, tires, and Skylink parts. In FY 2023, DFW partnered with Dell to begin recycling electronic waste. Two other key waste diversion initiatives are DFW's grease recycling and composting programs.

Water conservation is also a focus area. Between 2018 and 2023, DFW achieved an 826-million-gallon savings in potable water consumption by using reclaimed water for irrigation and industrial purposes.

Climate Risk. DFW is aware that climate change, including floods, severe weather, heat, and drought may have periodic impacts on the Airport's operations over time. The DFW management team plans to review and evaluate the potential implications of climate change events on the Airport, and where appropriate, implement practices and programs to improve resiliency and reduce risk.

Per the Federal Emergency Management Agency's National Risk Index, Dallas and Fort Worth counties are at a "Very High" risk of cold waves, hail, heat waves, tornadoes, and winter weather. DFW has implemented emergency response procedures to mitigate the impacts of severe weather and natural disasters on Airport operations and its employees. DFW conducts monthly training sessions on winter weather and severe weather and received the "Storm Ready" designation by the National Weather Service (NWS) in 2023; a recognition that places the Airport as a leader in weather readiness in the aviation industry.

Potential temporary closures of the Airport do not have a financially material impact on DFW's ability to repay its bonds due to the cost recovery nature of U.S. airports as promulgated by the Federal Aviation Administration and as contractually agreed upon by the Signatory Airlines as part of the Use Agreements. Even if the Airport is closed for a period of time, the airlines are required to pay the net operating, debt service and debt service coverage costs of the Airport plus an amount necessary to fund up to the Lower Threshold Amount. The Airport also has the right in the Use Agreements to increase rates and charges immediately if revenues fall 3% below budget during a FY. See "**RATE SETTING – Airline Use Agreement Rate Model**."

Social

Diversity, Equity, and Inclusion. DFW strives to create a respectful, inclusive work culture that recognizes and appreciates the diversity of all employees, ensuring that each employee can contribute, develop, and be fully engaged. DFW's policies, including the Equal Employment Opportunity and Discrimination and Harassment Prevention policies, reinforce these principles. The policies and their effectiveness are continuously reviewed, measured or updated.

DFW reviews its Diversity, Equity and Inclusion (DE&I) program and evaluates its effectiveness across the organization for the past year. This measurement is based on the diversity of talent pipeline, hires, terminations, promotions, engagement, and access and use of development programs. These programs play key roles in delivering a culture where employees feel welcome and valued and have a true sense of belonging. In FY 2023, DFW's workforce included 34% women and 55% people of color.

Employee Resource Groups (ERGs). DFW encourages employees to connect with peers around shared interests, issues, and common backgrounds as well as to seek opportunities to learn about peers different from themselves. Through ERGs, employees across the organization come together with the intent to become more engaged with colleagues, leadership, and its diverse communities. ERGs provide opportunities for personal and professional development, cultural enrichment, and community participation. The Airport has seven ERGs (for African American, future leaders, Hispanic, Asian American, veteran, women, and LGBT+ employees). In FY 2023, 25% of DFW employees were active in an ERG, compared to an average of 8.5% for Fortune 500 companies.

Business Diversity Programs. DFW believes that business diversity is a important economic stimulus that creates regional jobs, unlocks innovation and contributes to the Airport's success as a global hub. Business diversity programs are a source of opportunities for businesses that have historically tended to be underutilized. The objective of business diversity is to ensure fair access to contract opportunities for all businesses including Disadvantaged, Minority and Women Business Enterprises (D/M/WBEs). DFW's business diversity categories include Disadvantaged Business Enterprise (DBE), Minority-and-Women-owned Business Enterprise (M/WBE), and Airport Concessions Disadvantage Business Enterprise (ACDBE). The following table highlights DFW's performance as compared to its aspirational goals for FY 2023.

[Table to come]

Diversity Program Summary for FY 2023

Governance

DFW's governance structure is based on the Contract and Agreement, the Master Bond Ordinance, and the Use and Lease Agreement (collectively called the Controlling Documents). Many of the ESG Governance elements are covered in other parts of this Official Statement including results of operations, days cash on hand, coverage ratios, and in DFW's ESG Report.

Risk Management. DFW uses an Enterprise Risk Management (ERM) philosophy to identify, assess and manage risks that could affect the Airport's ability to achieve its Key Results and Strategic Objectives. An ERM Council of senior and executive leaders provides oversight and direction for this process. DFW considers both internal and external risks, including financial, operational, construction, reputational, and compliance risks. DFW uses its ERM processes to improve decision-making, optimize risk mitigation efforts and enhance overall resilience to unexpected events. Additional effort is placed on the identified risks with highest likelihood and severity.

Cyber Security. DFW is highly focused on its cybersecurity efforts and has adopted the National Institute of Standards and Technology (NIST) Cybersecurity Framework which provides a comprehensive set of guidelines and best practices for organizations to identify, protect, detect, respond to, and recover from cybersecurity threats. The Airport measures its cybersecurity maturity progress by using the Center for Internet Security (CIS) cybersecurity scale. DFW's goal has been to move from a medium to high maturity level over time. DFW procured the services of Deloitte, an external cybersecurity contractor, in 2020 and again in 2023, to review the Airport's cybersecurity progress and provide a roadmap for advancing its cyber maturity. In 2020, the Airport received a medium maturity score and in 2023 it achieved the high maturity level. DFW plans to continue to increase its cyber maturity score as it implements the latest roadmap provided by Deloitte.

DFW also uses two external cyber risk rating services to track and remediate its cyber risks and measure cyber resiliency. As of June 2024, BitSight Security Rating gave DFW a score of 740 out of 800 ("advanced") and Securityscorecard.com gave DFW a score of 96 out of 100 ("A rating").

The Airport currently has a dedicated team of five full-time and five contracted cybersecurity professionals and has a contract with a third-party detection and response company that provides 24/7 support. The cyber section had an annual operating budget of approximately $5 million in FY 2025. DFW has spent approximately [$10.5 million] on cyber-related capital projects over the past five years. The Airport also carries cybersecurity insurance policies. Airport staff members regularly perform tabletop cyber exercises to test DFW's cyber practices and security, including periodic cyber exercises with the executive team. The Airport has successfully met all deadlines to date for TSA's regulations on cybersecurity planning and reporting.

DFW requires all employees to complete annual cybersecurity training and uses monthly phishing campaigns to test employees throughout the year. To emphasize phishing awareness, the Airport added a goal in its FY 2023 incentive compensation program to reduce failed phishing tests by 50% in the fourth quarter compared to the fourth quarter in the prior fiscal year. The Airport team achieved a reduction of 77% with a 3.24% failure rate in the last quarter. The failed phishing rate has averaged 5% for the nine months ending June 30, 2024.

DFW requires the secure processing and storage of sensitive information relating to the Airport's customers, employees, business partners, and vendors. DFW also complies with the highest levels of Payment Card Industry (PCI) security standards and does not store any customer credit card information. DFW also provides its employees and contractors with training related to handling sensitive customer data and point of sale (POS) security.

DFW's FY 2023 ESG Report.

DFW's FY 2023 ESG report, a five-year summary of the key ESG metrics and disclosures, and the Airport's most recent Strategic Plan can be found on the Airport's Investors website. *The disclosures and metrics in DFW's FY 2023 ESG Report were developed to be consistent with ACI-NA's ESG reporting framework for North American airports published in April 2024 and available on the ACI-NA website*. The references to the Airport's and ACI's websites in this section are for informational purposes only, and neither the websites nor the information contained on the websites shall be deemed incorporated herein by reference. Neither the Airport nor the Cities are obligated to continue to provide information on the Airport's website.

RISK MANAGEMENT AND INSURANCE

The Master Bond Ordinance requires the Airport to maintain insurance in amounts and against such losses or damages as are customarily insured by the owners of similar properties. **See APPENDIX C — "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE-Particular Covenants-Casualty Insurance."** The Airport annually determines the type, amount and extent of coverage following consultation with an Independent Insurance Consultant or the Risk Manager.

In accordance with this covenant, the Airport, with the assistance of an insurance brokerage firm, conducted a review of the Airport's Property Insurance Program. The review concluded that the Airport's total property assets are valued at approximately $9.05 billion. The Airport has procured an "all risks" property policy with American Home Assurance Company of New York, NY (AIG), an A.M. Best A+ rated carrier. The policy protects the Airport from any fortuitous loss, including business interruption, with a coverage limit of liability and time element losses of $2 billion per occurrence with a deductible of $250,000. The Airport conducted a survey and has determined that the amount and scope of the Airport's insurance is comparable to that acquired by similar sized public entities and/or airports.

The Airport carries a full line of insurance coverages, including cyber, environmental, liability, commercial, workers' compensation, and errors and omissions. A full list with coverages is included in the Airport's Financial Statement which has been incorporated herein. See **APPENDIX D — "ANNUAL FINANCIAL REPORT**."

THE AIRLINES

Certain of the airlines (or their respective parent corporations) are subject to the information reporting requirements of the Securities Exchange Act of 1934 and in accordance therewith file reports and other information (collectively, the "SEC Reports") with the Securities and Exchange Commission (the "SEC"). Only companies with securities listed on a national securities exchange or registered under § 12(g) of the Exchange Act, or companies which are required to file with the SEC under § 15(d) of the Exchange Act, are required to file with the SEC pursuant to the information reporting requirements and will have information on file. Certain information, including financial information, as of particular dates, concerning each such Airline (or their respective parent corporations) is included in the SEC Reports. The SEC Reports can be inspected in the Public Reference Room of the SEC at Room 1580, 100 F Street, N.E., Washington, D.C. 20549, and at the SEC's regional office at 500 West Madison Street, Suite 1400, Chicago, IL 60661 and copies of such SEC Reports can be obtained from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549 at prescribed rates. The SEC maintains a web site at www.sec.gov. In addition, each domestic airline is required to file periodic reports of financial and operating statistics with the United States Department of Transportation ("DOT"). Such reports can be inspected at the following location: DOT Dockets Office, Research and Innovative Technology Administration, Bureau of Transportation Statistics, 1200 New Jersey Avenue, S.E., Room W12-140, Washington, DC 20590, and copies of such reports can be obtained from DOT at prescribed rates. In addition, further information regarding American Airlines, the predominant carrier servicing the Airport, may be found at its web site: www.aa.com. Foreign flag airlines also provide certain information concerning their operations and financial affairs, which may be obtained from the respective airline.

Any significant financial or operational difficulties incurred by American Airlines, or the elimination or reduction of the Airport's status as a connecting hub for American Airlines, could have a material adverse effect on the Airport. Financial or operational difficulties by any of the other airlines may also, whether directly or indirectly, have an adverse impact on Gross Revenues or Airport operations, the effect of which may be material. For an examination of the airlines' present situation and the relative presence of each airline at the Airport, see the sources outlined in "**THE AIRLINES**" above.

FEDERAL REGULATIONS REGARDING RATES AND CHARGES DISPUTES

In August 1994, the President of the United States signed into law the FAA Authorization Act of 1994 (the "1994 Act") which continues the pre-existing federal requirement that airline rates and charges set by airports be "reasonable" and mandates an expedited administrative process by which the Secretary of Transportation (the "Secretary") shall review rates and charges complaints, 49 U.S.C. § 47129. Under 49 U.S.C. § 47129, an affected air carrier may file a written complaint requesting a determination of the Secretary as to reasonableness within 60 days after such carrier receives written notice of the establishment or increase of such fee. During the pendency of the review, the airlines must pay the disputed portion of the fee to the airport under protest, subject to refund to the extent such fees are found to be unreasonable by the Secretary. The airport must obtain a letter of credit, surety bond or other suitable credit facility equal to the amount in dispute unless the airport and the complaining carriers agree otherwise. In January 1995, pursuant to the 1994 Act, the DOT issued a rule which was amended effective December 16, 1996 (the "Final Rule"), outlining the rules of practice for filing complaints and adjudicating complaint matters involving federally assisted airports. This Final Rule is broader in application and covers matters other than just rates and charges complaints. The initial rule was accompanied by a policy statement setting forth the standards DOT would apply to resolving airport fee disputes under 49 U.S.C. § 47129. The initial policy statement was supplemented in September of 1995 and replaced on June 14, 1996, by the "Policy Regarding Airport Rates and Charges." In an August 1, 1997, decision, the U.S. Court of Appeals for the District of Columbia Circuit invalidated that part of the policy that required airports to value their airfield assets at historical costs in calculating airfield use fees. Until DOT promulgates a new policy regarding airfield rates and charges, the guiding principle for determining the validity of rates and charges for use of airfield assets is the requirement of federal law that such charges be "reasonable."

FEDERAL AND STATE GRANTS

The purpose of this section is to provide an overview of the types of grants that are available to DFW and some of the limitations. See **"CAPITAL PROGRAM IMPROVEMENTS – Grant Funding Sources"** for further discussion on the amounts of grants assumed over the next five years.

The Airport and Airway Improvement Act of 1982 created the Airport Improvement Grant Program ("AIGP"), which is administered by the FAA and funded by the Airport and Airway Trust Fund. This fund is financed by federal aviation user taxes. Funds are appropriated on a regional basis. Grants for approved eligible projects are available to airport operators in the form of "entitlement" funds and "discretionary" funds. Entitlement funds, which are distributed first, are apportioned annually based upon a formula using the number of enplaned passengers and cargo landing weights. The amount of entitlement funds computed for each airport is reduced if a Passenger Facility Charge is levied. The amount remaining after the distribution of entitlement funds are considered discretionary funds and are available to fund approved projects at the discretion of the regional FAA office, based upon a regional priority system. Discretionary Funds may, upon approval by the FAA, be granted under a Letter of Intent (LOI), which promises, based on a schedule of annual payments, future discretionary funding. FAA AIGP expenditures are subject to Congressional appropriation and no assurance can be given that the FAA will receive spending authority. In addition, the AIGP could be affected by government shutdown or sequestration described below. No assurances can be given that federal grants in aid will actually continue or be received in the amounts or at the times contemplated by the Airport.

On November 15, 2021, the President signed the Bipartisan Infrastructure Law into law that provides additional funding for airports through several new programs.

During the pandemic, the federal government passed three pieces of legislation for relief from COVID-19. There is no guarantee that the federal government will do so again in the event of another pandemic or other similar major event.

Federal funding received by the Airport and aviation operations at the Airport could also be adversely affected by the implementation of across-the-board spending cuts, known as sequestration, a budgetary feature first introduced in the Budget Control Act of 2011. Sequestration could adversely affect FAA and TSA budgets and operations and the availability of certain federal grant funds typically received annually by the Airport, which may cause the FAA or TSA to implement furloughs for its employees and freeze hiring, and may result in flight delays and cancellations.

DFW also receives grants from other governmental entities. The State Homeland Security Program provides grants for projects that support state and local efforts to prevent terrorism and targeted violence and to prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Department of Justice provides grants to reimburse up to 50% of the cost of body armor vests purchased for law enforcement officers. The Texas Commission of Environmental Quality provides grants for Electric Vehicle Charging Stations and associated infrastructure. The Texas Emissions Reduction Plan provides grants that assist local governments to reduce emissions from polluting vehicles and equipment.

CERTAIN INVESTMENT CONSIDERATIONS

General

The principal of and interest on the Bonds is payable pursuant to the Master Bond Ordinance solely from the Pledged Revenues and Pledged Funds. The ability to pay debt service on the Bonds will depend on the receipt of sufficient Gross Revenues.

The Airport's ability to generate Gross Revenues depends primarily upon sufficient levels of aviation activity and passenger traffic at the Airport. The achievement of passenger traffic will depend partly on the profitability of the airline industry, including their ability to access capital and the ability of individual airlines to provide sufficient capacity to meet demand. A weak economy, war, pandemics, geophysical event, and the threat of terrorist activity can reduce demand. A reduction in passenger traffic would result in a reduction in PFCs and passenger related non-airline revenues such as concessions, parking and rental car revenues. A decrease in aviation activity at the Airport would likely result in an increase in landing fees and terminal rentals to pay for the Airport's cost of providing these services as required by the Use Agreements. As landing fees and terminal rentals rise, airlines could elect to discontinue service at the Airport. A continued reduction in the number of airlines operating at the Airport could have an adverse impact on the Airport's competitiveness.

In considering the matters set forth in this Official Statement, prospective purchasers should carefully review all investment considerations set forth throughout this Official Statement and should specifically consider certain risks associated with the Bonds. There follows a discussion of some, but not necessarily all, of the possible considerations and risks which should be carefully evaluated by prospective purchasers of the Bonds prior to purchasing any Bonds. The Bonds may not be suitable investments for all persons. Prospective purchasers should evaluate the risks and merits of an investment in the Bonds and should confer with their own legal, tax and financial advisors before considering a purchase of the Bonds.

Public Health Risks

Public health concerns affect air travel from time to time. For example, the spread of COVID-19 caused the World Health Organization to declare the outbreak a global pandemic.

American Airlines' Dominance at Airport

American Airlines is the dominant carrier operating at the Airport, which serves as a primary hub in American Airlines' global route system. For the FY 2023, American Airlines, together with its affiliate, American Eagle, operating as Envoy Air, accounted for approximately [__]% of passenger enplanements at the Airport, and approximately [__]% of total landed weights at the Airport. See **Table 6 — Total Domestic and International Enplanements Statistics**.

Any significant financial or operational difficulties incurred by American Airlines, or the elimination or reduction in the Airport's status as a connecting hub for American Airlines, could have a material adverse effect on the Gross Revenues of the Airport. See "**CERTAIN INVESTMENT CONSIDERATIONS — General**." In the event American Airlines discontinues or reduces its operations at the Airport, American Airlines' current level of activity may not be replaced by other carriers resulting in higher airline fees to use the Airport's facilities. For an examination of American Airlines' present situation, see the sources outlined in "**THE AIRLINES**" above.

Competition

General. The Cities of Dallas and Fort Worth each own and operate other airports (the "Other Airports") that provide various aviation and air carrier services in the Dallas-Fort Worth metropolitan area. Such Other Airports consist of Dallas Love Field Airport ("Love Field"), Fort Worth Alliance Airport ("Alliance"), Meacham International Airport ("Meacham"), Fort Worth Spinks Airport and Dallas Executive Airport (formerly known as Redbird Airport). The revenues of the Other Airports are not pledged to the payment of or as security for any bonds of any type that are issued in relation to the Airport. In addition, general aviation, business and charter operations are conducted at Addison Airport, owned by the Town of Addison. No commercial passenger air service is currently provided at Fort Worth Alliance Airport, Meacham International Airport, Fort Worth Spinks Airport, Dallas Executive Airport or the Addison Airport.

The Airport also competes with other large airports across the United States to serve as a hub in the routing system for major airlines and as an international gateway for international travel. Some of the factors that impact the Airport's ability to compete with regional, national and international airports are geographic location, airport infrastructure and metropolitan population.

There can be no assurance that the Airport will continue to successfully compete with other airports for air passenger service and passenger market share. A significant loss of passengers and/or flights at the Airport could have a material adverse effect on Airport operations. See "**CERTAIN INVESTMENT CONSIDERATIONS — General**."

Love Field Airport. Scheduled non-stop passenger service is currently provided at Love Field, located approximately five miles from downtown Dallas. Love Field is also the base for private, general and corporate aviation activities and aircraft repair and finish-out facilities.

Love Field has one terminal building with one 7,700-foot runway and one 8,800-foot runway. Pursuant to the Wright Amendment Reform Act of 2006 (the "WARA"), Love Field is restricted to 20 gates, of which 18 gates are leased by Southwest Airlines and two gates are leased by Alaska Airlines and shared with Delta Air Lines. The WARA also restricted Southwest Airlines' operations at DFW until 2025, when the airline may operate from the Airport without surrendering gates at Love Field. In calendar year 2023, Love Field had [__] aircraft operations and hosted [__] million total passengers.

Alliance Airport. Alliance is part of a 26,000-acre master planned mixed use development located within Tarrant and Denton Counties, Texas. Alliance consists of 9,600 acres and offers multi-modal transportation access. Elements of this port include BNSF Railway's international rail hub, Federal Express' southwest regional sort hub, a UPS ground hub, an Amazon regional air hub, and a Foreign Trade Zone. Alliance has two 11,000-foot parallel runways. Alliance is not certified to provide air carrier passenger service.

Meacham International Airport. Meacham, a Fort Worth owned and operated general aviation airport, is certified for passenger service and available for charters. Meacham has one 7,500-foot runway, one 4,000-foot runway and one 3,700-foot runway. No commercial air carriers operate out of Meacham at this time.

Passenger Facility Charges

Application. While the Outstanding Obligations, including the Bonds, are not secured by or payable from PFC Revenues, PFC Revenues are required, pursuant to PFC Application 10 and the Use Agreements, to be used to pay debt service on the Outstanding Obligations to the extent that there are sufficient eligible Outstanding Obligations. The new PFC application for Terminal F will, once approved by the FAA, allow certain PFCs to be used for either pay-as-you-go capital or debt service related to Terminal F. A decrease in the collection of PFC revenues would result in a potentially significant increase in airline cost. See "**OPERATIONAL INFORMATION — Passenger Facility Charges**" and "**CERTAIN INVESTMENT CONSIDERATIONS — General.**"

Sufficiency. The amount of PFC revenues collected in any given year will vary depending on the actual number of passengers enplaned at the Airport. If the number of enplaned passengers at the Airport falls below certain estimates, the actual PFC revenues will fall short of certain projections (unless the dollar amount of PFCs increases). For a discussion of the possible impact of a decrease in enplaned passengers see "**CERTAIN INVESTMENT CONSIDERATIONS — General**." There can be no assurance as to what passenger traffic and revenues of the Airport will be in the future.

Availability. The authority to impose and use PFCs is subject to the terms and conditions of the PFC Act, AIR-21 and the related regulations and statutes. Failure to comply with the requirements of applicable law, such as the failure to use PFCs strictly for the approved PFC eligible projects, may cause the FAA to terminate or reduce the Airport's authority to impose and collect PFCs. In addition, notwithstanding FAA regulations requiring airlines that collect PFCs to account for PFC collections separately and indicating that those PFC collections are to be regarded as funds held in trust by the collecting airline for the beneficial interest of the public agency imposing the PFC, in the event of a bankruptcy proceeding involving a collecting airline, though it has not been the case at the Airport in connection with prior airline bankruptcies, there is the possibility that a bankruptcy court could hold that the PFCs in the airline's custody are not to be treated as trust funds and that the Airport is not entitled to any priority over other creditors of the collecting airline as to such funds. Airport management believes that any uncollected PFCs held by current bankrupt airlines operating at the Airport are not material to the continued operation of the Airport. Also, there is no assurance that the PFC Act or any other relevant legislation or regulation will not be repealed or amended as to adversely affect the Airport's ability to collect PFCs or to apply them to pay for the prior capital development program and other projects. The occurrence of any of these events could have an adverse impact on the timely payment of principal of or interest on the Bonds, as noted above. See "**CERTAIN INVESTMENT CONSIDERATIONS—General**."

Airline Industry

General. Key factors that affect airline traffic at the Airport and the financial condition of the airlines, and, therefore, the amount of Gross Revenues available for payment of the Bonds, include: local, regional, national and international economic and political conditions; environmental factors; international hostilities; world health concerns; aviation security concerns; airline service and routes; airline airfares and competition; airline industry economics, including labor relations, pilot or other critical staff shortages, and costs; availability and price of aviation fuel (including the ability of airlines to hedge fuel costs); regional, national and international environmental regulations; airline consolidation and mergers; capacity of the national air traffic control and airport systems; capacity of the Airport and competition from other airports for connecting traffic; and business travel substitutes, including teleconferencing, videoconferencing and web-casting.

The airline industry is highly cyclical and is characterized by intense competition, high operating and capital costs and varying demand. Passenger and cargo volumes are highly sensitive to general and localized economic trends, and passenger traffic varies substantially with seasonal travel patterns. The profitability of the airline industry can fluctuate dramatically from quarter to quarter and from year to year, even in the absence of catastrophic events such as the terrorist attacks of September 11, 2001, the economic recession of 2008 and 2009, pandemics like COVID-19 and/or operational issues that ground types of aircraft such as the 737 Max or potential issues with new technology, such as the rollout of 5G wireless service. Other business decisions by airlines, such as the reduction or elimination of service to unprofitable markets, increasing the use of smaller, regional jets, and changing hubbing strategies, have also affected air traffic at the Airport and could have a more pronounced effect in the future.

The following are just a few of the factors affecting the airline industry including regional and national economic conditions, costs of aviation fuel, international conflicts and threats of terrorism, and structural changes in the travel market.

Economic Conditions. Historically, the financial performance of the air transportation industry has correlated with the state of the national and global economies. Unfavorable conditions in these economies have resulted, and may result in the future, in decreased passenger demand for air travel, a reduction in cargo flights and other adverse impacts on the air transportation industry.

Availability and Cost of Aviation Fuel. Airline earnings are significantly affected by changes in the price of aviation fuel. According to the Air Transport Association, fuel, along with labor costs, is one of the largest cost components of airline operations and continues to be an important and uncertain determinate of an air carrier's operating economics. There has been no shortage of aviation fuel since the "fuel crisis" of 1974, but any increase in fuel prices causes an increase in airline operating costs. Fuel prices continue to be susceptible to, among other factors, political unrest in various parts of the world (particularly in the oil-producing nations in the Middle East and North Africa), Organization of Petroleum Exporting Countries policies, the rapid growth of economies such as China and India, the levels of inventory carried by industries, the amounts of reserves maintained by governments, disruptions to production and refining facilities, international hostilities and weather.

International Conflict and the Threat of Terrorism. The increased threat of terrorism has had, and may continue to have, a negative impact on air travel. The Airport cannot predict the likelihood of future incidents similar to the terrorist attacks of September 11, 2001, the likelihood of future air transportation disruptions or the impact on the Airport or the airlines operating at the Airport from such incidents or disruptions.

Structural Changes in the Travel Market. Many factors have combined to alter consumer travel patterns. The threat of terrorism against the United States remains high. As a result, the federal government has mandated various security measures that have resulted in new security taxes and fees and longer passenger processing and wait times at airports. Both add to the costs of air travel and make air travel less attractive to consumers relative to ground transportation, especially to short-haul destinations. This has made pricing and marketing even more competitive in the U.S. airline industry. Finally, smaller corporate travel budgets, combined with the higher time costs of travel, have made business customers more amenable to communications substitutes such as tele- and video-conferencing.

Uncertainties of the Airline Industry. The Airport's ability to derive Gross Revenues from its operation of the Airport depends on many factors, many of which are not subject to the Airport's control. Revenues may be affected by the ability of the Signatory Airlines, individually and collectively, to meet their respective obligations under the Use Agreements.

The financial strength and stability of airlines serving the Airport are key determinants of future airline traffic. In addition, individual airline decisions regarding level of service, particularly hubbing activity, at the Airport will affect total enplanements. No assurance can be given as to the levels of aviation activity that will be achieved by the Airport. There is no assurance that the Airport, despite a demonstrated level of airline service and operations, will continue to maintain such levels in the future.

The continued presence of the airlines serving the Airport, and the levels at which that service will be provided, are a function of a variety of factors. Future airline traffic of the Airport will be affected by, among other things, the growth or decline in the population and the economy of the Airport Service Region and by national and international economic conditions, acts of war and terrorism, federal regulatory actions, airline service, air fare levels and the operation of the air traffic control system. See "**THE AIRLINES**."

Effect of Bankruptcy on Use Agreements

When a Signatory Airline seeks protection under the bankruptcy laws, such airline or its bankruptcy trustee must determine whether to assume or reject its agreements with the Airport

(1) with regard to non-residential real property leases (including the Use Agreements) by the earlier of (i) 120 days after the date of the order for relief (unless extended by the court for an additional 90 days for cause), or (ii) entry of the order confirming a plan, or (2) prior to the confirmation of a plan of reorganization with respect to any other agreement. In the event of assumption, the airline would be required to cure any defaults and to provide adequate assurance of future performance under the applicable Use Agreement or other agreements. Rejection of a Use Agreement or other agreement or executory contract would give rise to an unsecured claim of the Airport for damages, the amount of which in the case of a Use Agreement or other real property lease agreement is limited by the Bankruptcy Code generally to the amounts unpaid prior to bankruptcy plus the greater of (a) one year of rent or (b) 15% of the total remaining lease payments, not to exceed three years. However, the amount ultimately received in the event of a rejection of a Use Agreement or other agreement could be considerably less than the maximum amounts allowed under the Bankruptcy Code. Except for costs allocated to such airline for usage and rental of the terminal, concourse and ramps, amounts unpaid as a result of a rejection of a Use Agreement or other agreement in connection with an airline in bankruptcy, such as airfield costs and costs associated with the baggage claim area, would be passed on to the remaining Signatory Airlines under their respective Use Agreements, although there can be no assurance that such remaining airlines would be financially able to absorb the additional cost. Additionally, during the pendency of a bankruptcy proceeding, a debtor airline may not, absent a court order, make any payments to the Airport on account of goods and fees.

Cyber Security

The Airport requires the secure processing and storage of sensitive information relating to the Airport's customers, employees, business partners and others. However, like any enterprise operating in today's digital environment, the Airport is subject to threats to the security of its networks and data, including threats potentially involving criminal hackers, hacktivists, state-sponsored actors, employee malfeasance, and human or technological error. These threats continue to increase as the frequency, intensity and sophistication of attempted attacks and intrusions increase around the world. The Airport has been the target of cyber security attacks in the past and it is expected that it will continue to be in the future.

Furthermore, in response to these threats there has been heightened legislative and regulatory focus on data privacy and cyber security. This regulatory environment is increasingly challenging and may present material obligations and risks to the Airport's business, including significantly expanded compliance burdens, costs and enforcement risks. In addition, many of the Airport's commercial partners, including credit card companies, have imposed data security standards that the Airport must meet. In particular, the Airport is required by the Payment Card Industry Security Standards Council, founded by the credit card companies, to comply with their highest level of data security standards. While the Airport continues its efforts to meet these standards, new and revised standards may be imposed that may be difficult for the Airport to meet and could increase the Airport's costs.

A significant cyber security incident could result in a range of potentially material negative consequences for the Airport, including unauthorized access to, disclosure, modification, misuse, loss or destruction of systems or data; theft of sensitive, regulated or confidential data, such as personal identifying information; the loss of functionality of critical systems through ransomware, denial of service or other attacks; and business delays, service or system disruptions, damage to equipment and injury to persons or property. The methods used to obtain unauthorized access, disable or degrade service or sabotage systems are constantly evolving and may be difficult to anticipate or to detect for long periods of time. The constantly changing nature of the threats means that the Airport may not be able to prevent all data security breaches or misuse of data. Similarly, the Airport depends on the ability of its key commercial partners, including airlines and technology vendors, to conduct their businesses in a manner that complies with applicable security standards and assures their ability to perform on a timely basis.

In addition, the costs of operation consequences of defending against, preparing for, responding to and remediating an incident of cyber security breach may be substantial. As cyber security threats become more frequent, intense and sophisticated, costs of proactive defense measures may increase. Further, the Airport could be exposed to litigation, regulatory enforcement and other legal action as a result of an incident, carrying the potential for damages, fines, sanctions or other penalties, as well as injunctive relief requiring costly compliance measures. A cyber security incident could also impact the Airport's brand, harm its reputation and adversely impact the relationship with the Airport's customers, airlines, government partners, and employees. Failure to appropriately address these issues could also give rise to potentially material legal risks and liabilities. The airlines serving the Airport and other Airport tenants, as well as the FAA and TSA, also face cyber security threats that could affect their operations and finances.

Conflict and Terrorism

Acts of terrorism or fear of such attacks, including elevated national threat warnings, wars or other military conflicts, may depress air travel, particularly on international routes, and cause declines in passengers and increases in costs. The attacks of September 11, 2001 on the United States and continuing terrorist threats, attacks and attempted attacks materially impacted and continue to impact air travel. Travel behavior may be affected by anxieties about the safety of flying and by the inconveniences and delays associated with more stringent security screening procedures, both of which may give rise to the avoidance of air travel generally and the switching from air to surface travel modes. Events such as the war in Ukraine may also have an adverse impact on air travel.

Increased security procedures introduced at airports since the attacks of September 11, 2001, and any other such measures that may be introduced in the future generate higher operating costs. The Aviation and Transportation Security Act mandated improved airport perimeter access security, enhanced security screening of passengers, baggage, cargo, mail, employees and vendors, enhanced training and qualifications of security screening personnel, and enhanced background checks. The Airport has at times found it necessary or desirable to make significant expenditures to comply with security-related requirements while seeking to reduce their impact on the Airport's customers, such as expenditures for automated security screening lines. In addition, the Airport cannot forecast what new security requirements may be imposed in the future, or their impact on the Airport's customers and business.

Technological Innovations in Ground Transportation

One significant source of non-airline revenues is generated from ground transportation activity, including use of on-airport parking facilities; trip fees paid by taxi, limousine and TNCs; shared rides; and rental car transactions by Airport passengers. While passenger levels are increasing, the relative market share of these sources of revenue continually ebbs and flows between parking at the airport, parking off airport, and traditional taxis and limousines to TNCs (see Table 10 comparing parking and total ground transportation revenue). The Airport charges different fees and makes different profits from each product. There can be no assurance that passengers will not choose to utilize TNCs instead of parking or using rental cars in the future, which could result in a reduction in ground transportation revenues.

In addition to TNCs, new technologies (such as autonomous vehicles, connected vehicles or urban aerial ridesharing with VTOL (vertical takeoff and landing) aircraft) and innovative business strategies in established markets such as commercial ground transportation and car rental may continue to occur and may result in further changes in Airport passengers' choice of ground transportation mode. While the Airport makes every effort to anticipate demand shifts, there may be times when the Airport's expectations differ from actual outcomes. In such event, revenue from one or more ground transportation modes may be lower than expected. The Airport cannot predict with certainty what impact these innovations in ground transportation will have over time on revenues from parking, other ground transportation services or rental cars. The Airport also cannot predict with certainty whether or to what extent it will collect non-airline revenues in connection with such new technologies or innovative business strategies.

Unmanned Aerial Vehicles

With the proliferation of inexpensive, commercially available, unmanned aerial vehicles ("UAVs"), or drones, the threat that unauthorized and unsafe UAV operations near airports could adversely affect the safety or security of U.S. airports and arriving or departing aircraft has increased significantly in recent years. Recent incursions of airport airspace by UAVs have disrupted airport operations by causing flights to be halted or diverted. London's Gatwick Airport was closed for 27 hours, impacting some 140,000 passengers and causing roughly 1,000 flights to be delayed or canceled between December 19 and 21, 2018 due to drone incursions. An unauthorized UAV incursion at the Airport could result in the temporary delay or cancellation of flights to or from the Airport as well as harm the Airport's brand, reputation and its relationships with the Airport's customers, airlines and government partners. Although UAVs are regulated by the FAA and federal law prohibits the Airport from disrupting UAV operations or undertaking counter UAV measures, the Airport is working closely with the FAA to develop measures to prevent unauthorized UAV activity from adversely affecting the Airport. There can be no assurance, however, that in the future, unauthorized UAV activity will not adversely affect Airport operations.

Industry Workforce Shortages

Pilot shortage has been an industry-wide issue, especially for smaller regional airlines. There are several causes for the pilot shortage that have affected all airlines. Congress changed duty time rules in 2010 to mitigate pilot fatigue, which required airlines to increase pilot staff. Beginning in 2013, first officers flying for commercial airlines were required to have at least 1,500 hours of flight time, instead of the 250 hours previously required. Other factors include an aging pilot workforce and fewer new pilots coming from the military. As a result of the COVID-19 pandemic, many airlines offered buyouts, early retirement, and severance packages to reduce staffing costs to mitigate the effects of reduced passenger traffic. As passenger demand recovers, major air carriers need additional pilots and have hired pilots away from regional airlines. As a result, small regional airlines have experienced difficulties in hiring qualified new pilots, despite increased incentives, resulting in reduced service to some smaller U.S. markets.

In addition to the pilot shortage, over the next decade there could be a shortage of qualified mechanics to maintain the airlines' fleet of planes. This potential shortage is a result of an aging pool of mechanics, a large portion of which are expected to retire in the next decade, and relatively fewer new mechanics entering the labor market. A shortage of mechanics could raise the cost of maintenance, require airlines to maintain more spare planes and/or result in increased flight cancellations and delays.

General labor shortages, including pilots, mechanics and air traffic controllers, have been impacting, and may continue to impact, the airline industry and the Airport. Several major airlines have announced reduced schedules and have cancelled flights as a result of reported labor shortages and staffing challenges. Labor shortages have been attributed to growing travel demand after thousands of workers in the airline industry opted for buyouts, early retirement packages or otherwise terminated their employment during the COVID-19 pandemic. Staffing challenges as a result of COVID-19 infections and quarantines also may have short-term impacts on an airline's ability to operate scheduled flights.

Regulations and Restrictions Affecting the Airport

The operations of the Airport are affected by a variety of contractual, statutory and regulatory restrictions and limitations including, without limitation, the provisions of the Use Agreements, the federal acts authorizing the imposition, collection and use of PFCs and extensive federal legislation and regulations applicable to all airports in the United States. The Airport also has been required to implement enhanced security measures mandated by the FAA, DHS and Airport management.

It is not possible to predict whether future restrictions or limitations on Airport operations will be imposed, whether future legislation or regulations will affect anticipated federal funding or PFC collections for capital projects for the Airport, whether additional requirements will be funded by the federal government or require funding by the Cities or the Airport, or whether such restrictions or legislation or regulations would adversely affect Gross Revenues.

Future Capital Projects and Indebtedness

As described under "**CAPITAL IMPROVEMENT PROGRAM – Capital Improvement Program (CIP) Expenditures**," there are numerous Airport capital projects planned or underway including the Central Terminal Expansion and the numerous projects within the Infrastructure Capital Program. The costs of such projects are subject to increased costs, potentially due to inflation and/or materials or labor shortages, which could be significant. The Airport may also undertake additional capital projects that are not summarized in this Official Statement. The Airport expects that if these projects are added to the long-term capital plan it will require the issuance of additional indebtedness.

Limitations on Remedies

The Bonds are not subject to acceleration under any circumstances or for any reason, including without limitation on the occurrence or continuance of an Event of Default. Upon the occurrence or continuation of an Event of Default, a Bondholder would only be entitled to principal and interest payments on the Bonds as they come due. Under certain circumstances, Holders of the Bonds may not be able to pursue certain remedies or enforce covenants contained in the Master Bond Ordinance. See "**SECURITY FOR THE BONDS — Enforceability; Bondholders Remedies**."

Alternative Financing Options

From time to time, Airport management evaluates various alternative financing options and possible long-term lease agreements relating to its assets and various business operations. Airport management is not actively pursuing any such transactions.

LITIGATION

There is no litigation, regulatory action or other claim or proceeding pending or, to the knowledge of the Airport or the Cities, threatened, which would have a material, adverse impact on the Airport, the Board, or the Bonds.

RATINGS

Kroll Bond Rating Agency, Inc. ("KBRA"), Fitch Ratings, Inc. ("Fitch"), S&P Global Ratings ("S&P") and Moody's Investors Service, Inc. ("Moody's"), have assigned their municipal bond ratings of "[__]," "[__]," "[__]" and "[__]," respectively, on the Bonds.

None of the Cities, the Airport or the Underwriters makes any representation as to the meanings of such ratings. An explanation of the significance of each rating may be obtained from the rating agencies at their respective addresses as follows: Fitch by writing to Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004; KBRA by writing to Kroll Bond Rating Agency, Inc., 805 Third Avenue, 29th Floor, New York, New York 10022; Moody's by writing to Moody's Investor Services Inc., 7 World Trade Center, 250 Greenwich St, New York, New York 10007 and S&P by writing to S&P Global Ratings, 55 Water Street, New York, New York 10022. The ratings are not recommendations to buy, sell or hold the Bonds. There is no assurance that such ratings will be maintained for any period of time or that such ratings will not be withdrawn or revised downward by one or more of such rating agencies if, in their judgment, circumstances so warrant. Such actions, if taken, could have an adverse effect on the market price of the Bonds. The Cities and the Airport have undertaken no responsibility to ensure the maintenance of the ratings or to oppose any revisions or withdrawals.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P. and West & Associates, L.L.P., Co-Bond Counsel to the Cities and the Airport, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Co-Bond Counsel to the Cities and the Airport will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See **APPENDIX B — "FORM OF OPINIONS OF CO-BOND COUNSEL. "**

In rendering its opinion, Co-Bond Counsel to the Cities and the Airport will rely upon (a) the Cities' federal tax certificate and (b) covenants of the Cities with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. In addition, Co-Bond Counsel will rely on representations by the Co-Financial Advisors (as defined herein) and the Underwriters with respect to matters solely within their knowledge, which Co-Bond Counsel have not independently verified. Failure of the Cities to comply with these representations or covenants, or the inaccuracy or incompleteness of the foregoing representations, could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Co-Bond Counsel to the Cities and the Airport is conditioned on compliance by the Cities with the covenants and the requirements described in the preceding paragraph, and Co-Bond Counsel to the Cities and the Airport has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Co-Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Co-Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the Cities with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Co-Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the Cities and the Airport that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Co-Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the Cities as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the

Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporations' "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the Internal Revenue Service. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of foreign investors, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

FINANCIAL STATEMENTS

The Airport's Financial Report, including the Independent Auditor's Report of Plante & Moran, PLLC, Management's Discussion and Analysis and Basic Financial Statements for the FY ended September 30, 2023 (the "Financial Report") has been filed with the Municipal Securities Rulemaking Board ("MSRB") and is available from the MSRB's Electronic Municipal Market Access system (commonly known as "EMMA" by navigating to the following link to EMMA https://emma.msrb.org/P21790645-P21374611-P21813713.pdf. The Financial Report is incorporated herein by reference as stated under the caption "**ANNUAL FINANCIAL REPORT**" in **APPENDIX D** hereto.

Plante & Moran, PLLC has not performed any procedures on the Airport's Financial Statements since the date of its Independent Auditor's Report and has not performed any procedures on any other financial information of the Airport, including without limitation any of the information contained in this Official Statement, and has not been asked to consent to the inclusion of its Report, or otherwise be associated with this Official Statement.

LEGAL COUNSEL

All legal matters incident to the validity and enforceability of the Bonds, including their authorization, issuance and sale by the Cities, are subject to the approval of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, and West & Associates, L.L.P., Dallas, Texas, Co-Bond Counsel. The delivery of the Bonds is subject to the delivery by Co-Bond Counsel of their opinion substantially to the effect set forth in the form attached hereto as **APPENDIX B**. In their capacity as Co-Bond Counsel, such firms have reviewed the information describing the Bonds in the Official Statement to verify that such description conforms to the provisions of the Master Bond Ordinance. The legal fees to be paid to Co-Bond Counsel and Co-Disclosure Counsel for services rendered in connection with the issuance of the Bonds are contingent on the sale and delivery of the Bonds. Certain legal matters will be passed upon the Cities and the Airport by Bracewell LLP, Dallas, Texas and Hardwick Law Firm, LLC, Dallas, Texas, Co-Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by Kelly Hart & Hallman LLP, Fort Worth, Texas, and Escamilla & Poneck, LLP, San Antonio, Texas, Co-Counsel for the Underwriters. The legal fees to be paid to such Co-Counsel for services rendered to the Underwriters in connection with their purchase of the Bonds are contingent on the issuance, sale and delivery of the Bonds.

CO-FINANCIAL ADVISORS

Hilltop Securities Inc. and Estrada Hinojosa & Company, Inc. ("Co-Financial Advisors") have acted as Co-Financial Advisors to the Airport in connection with the issuance and sale of the Bonds. A portion of their fee for such services is contingent upon the sale and issuance of the Bonds. The Co-Financial Advisors also serve in other capacities with the Airport. All fees and other remuneration received in such other capacities are separate and distinct from the fees associated with this Bond issue and are not contingent upon the sale and issuance of the Bonds. The Co-Financial Advisors have not independently verified information in this Official Statement for accuracy or completeness (except for the information concerning the Co-Financial Advisors). Investors should not draw any conclusions as to the suitability of the Bonds from, or base any investment decisions upon, the fact that the Co-Financial Advisors have advised the Airport with respect to the Bonds.

UNDERWRITING

Wells Fargo Bank, National Association, as left lead book-runner, on behalf of the firms listed on the cover page (collectively, the "Underwriters") has agreed, subject to certain conditions, to purchase the Bonds from the Cities at an aggregate underwriter's discount of $[________] from the initial offering price of the Bonds. The Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of such Bonds and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Airport or the Cities for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Airport or the Cities.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group ("WFBNA"), one of the Underwriters of the Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

Academy Securities, Inc., one of the Underwriters of the Bonds, has entered into third-party distribution agreements with TD Ameritrade Inc., Commonwealth Financial Network, R. Seelaus & Co., The GMS Group LLC, InspereX LLC, Mountainside Securities LLC, World Equity Group, Inc., CINCaP Investment Group LLC, National Securities Corp, Essex Securities LLC, and

Isaak Bond Investments for the retail distribution of certain municipal securities at the original issue prices. Pursuant to these third-party distribution agreements, Academy Securities may share a portion of its underwriting compensation with these firms.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

Truist Securities, Inc., one of the Underwriters of the Bonds, has entered into an agreement (the "TIS Distribution Agreement") with Truist Investment Services, Inc. ("TIS") for the retail distribution of certain municipal securities offerings, including the Bonds. Pursuant to the TIS Distribution Agreement, Truist Securities, Inc. will share a portion of its underwriting compensation, as applicable, with respect to the Bonds with TIS. Each of Truist Securities, Inc. and TIS is a subsidiary of Truist Financial Corporation.

Truist Securities is the trade name for the corporate and investment banking services of Truist Financial Corporation and its subsidiaries. Securities and strategic advisory services are provided by Truist Securities, Inc., member FINRA and SIPC. Lending, financial risk management, and treasury management and payment services are offered by Truist Bank. Deposit products are offered by Truist Bank, Member FDIC. In its normal course of business Truist Bank may currently, or in the future, provide credit, treasury management, or other commercial banking services to the Airport or the Cities.

REGISTRATION AND QUALIFICATION OF THE BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The Airport assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

CONTINUING DISCLOSURE

The Cities have made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The Cities are required to observe the agreement for so long as each remains obligated to advance funds to pay the Bonds. Under the agreement, the Airport operates as the Cities' designated agent with respect to the undertakings. The Cities will be obligated to provide certain updated financial information and operating data annually, and timely notice of certain specified events, to the Municipal Securities Rulemaking Board ("MSRB").

Annual Reports

The Airport, on behalf of the Cities, will provide certain updated financial information and operating data to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the Airport, as of the end of such FY or for such FY period, of the general type included in the main text of the Official Statement within the numbered tables only and in **APPENDIX D**. The Board will update and provide this information as of the end of such FY or for the twelve-month period then ended within six months after the end of each FY ending in or after 2024.

Under the Use Agreements, the Signatory Airlines are contractually obligated to make payments only if and to the extent of the use of the Airport by such Signatory Airlines during any FY. Consequently, the Signatory Airlines are not "obligated persons" under the Rule (defined below), and no undertaking is being made by the Airport or any other party with respect to providing continuing disclosure as to any individual airline. For information relating to any individual airline, see "**THE AIRLINES**" and "**AIRLINE AGREEMENTS**."

The Cities, or the Airport on behalf of the Cities, may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Securities Exchange Act of 1934, as amended, Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements of the Airport, if the Board commissions an audit and it is completed by the required time. If audited financial statements are not provided by that time, the Board will provide unaudited financial statements and audited financial statements of the Airport when and if they become available. Any such financial statements of the Airport will be prepared in accordance with the accounting principles described in **APPENDIX D** or such other accounting principles as the Airport may be required to employ from time to time pursuant to state law or regulation.

The Airport's current FY is October 1 to September 30. Accordingly, it must provide updated information by March 31 in each year, unless the Airport changes its FY. If the Airport changes its FY, it will notify the MSRB of the change.

Disclosure Event Notices

The Cities shall notify the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds: (1) Principal and interest payment delinquencies; (2) Non-payment related defaults, if material; (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (5) Substitution of credit or liquidity providers, or their failure to perform; (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) Defeasances; (10) Release, substitution, or sale of property securing repayment of the Bonds, if material; (11) Rating changes; (12) Bankruptcy, insolvency, receivership or similar event of the Cities (13) The consummation of a merger, consolidation, or acquisition involving the Cities or the sale of all or substantially all of the assets of the Cities, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) Appointment of a successor or additional Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material; (15) Incurrence of a Financial Obligation of the Cities, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Cities, any of which affect security holders, if material; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Cities, any of which reflect financial difficulties. In addition, the Cities will provide timely notice of any failure by the Cities to provide annual financial information in accordance with their agreement described above under "— Annual Reports."

For these purposes, (A) any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Cities in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Cities, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the Cities, and (B) the Cities intend the words used in clauses (15) and (16) in the immediately preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

Availability of Information from the MSRB

The Cities have agreed to provide the foregoing information only as described above. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

Limitations and Amendments

The Cities have agreed to update information and to provide notices of certain specified events only as described above. Neither the Cities nor the Airport has agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. Neither the Cities nor the Airport make any representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Cities and the Airport disclaim any contractual or tort liability for damages resulting in whole or in part from any breach of the continuing disclosure agreement or from any statement made pursuant to the agreement, although holders of the Bonds may seek a writ of mandamus to compel the Cities to comply with their agreement.

The Cities may amend their continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Airport, if the agreement, as amended, would have permitted an underwriter to purchase or sell the Bonds in the offering described herein in compliance with the Rule and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the Cities (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. If the Cities amend their agreement, they must include with the next financial information and operating data provided in accordance with their agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of information and data provided.

Compliance with Prior Undertakings

During the last five years, each of the Cities has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12, including continuing disclosure undertakings with respect to the Airport.

Miscellaneous

In order to provide certain continuing disclosure with respect to the Bonds in accordance with the Rule, the Airport has entered into a Disclosure Dissemination Agent Agreement ("Disclosure Dissemination Agreement") for the benefit of the Holders of the Bonds with Digital Assurance Certification, L.L.C. ("DAC"), under which the Airport has designated DAC as Disclosure Dissemination Agent.

The Disclosure Dissemination Agent has only the duties specifically set forth in the Disclosure Dissemination Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described in the Disclosure Dissemination Agreement is limited to the extent the Airport has provided such information to the Disclosure Dissemination Agent as required by the Disclosure Dissemination Agreement. The Disclosure Dissemination Agent has no duty with respect to the content of any disclosures or notice made pursuant to the terms of the Disclosure Dissemination Agreement. The Disclosure Dissemination Agent has no duty or obligation to review or verify any information in the Annual Report, Audited Financial Statements, notice of event or voluntary report, or any other information, disclosures or notices provided to it by the Airport and shall not be deemed to be acting in any fiduciary capacity for the Airport, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent has no responsibility for the Airport's failure to report to the Disclosure Dissemination Agent a notice event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Airport has complied with the Disclosure Dissemination Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Airport at all times.

VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS

[_________], certified public accountants (the "Verification Agent"), will verify the arithmetical accuracy of certain computations included in the schedules provided by Hilltop Securities, Inc. and Estrada Hinojosa & Company, Inc. on behalf of the Cities relating to the computation of forecasted receipts of principal and interest on the "Escrowed Securities" and the forecasted payments of principal and interest to pay the Refunded Obligations on their maturity date(s). Such computations will be based solely on assumptions and information supplied by Hilltop Securities, Inc. and Estrada Hinojosa & Company, Inc. on behalf of the Cities. The Verification Agent will restrict its procedures to verify the arithmetical accuracy of certain computations and will not make any study or evaluation of the assumptions and information on which the computations are based and, accordingly, will not express an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

The report will be relied upon by Co-Bond Counsel in rendering their opinions with respect to the defeasance of the Refunded Obligations.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by the Cities or the Airport, that are not purely historical, are forward-looking statements, including statements regarding the Cities or the Airport's expectations, hopes, intentions or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Cities and the Airport on the date hereof, and the Cities and the Airport assume no obligation to update any such forward-looking statements. It is important to note that the Airport's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Cities and the Airport. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

MISCELLANEOUS

The financial data and other information contained herein have been obtained from the Airport's records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

Additional financial information and operating data relating to the Airport is available from the MSRB and is hereby incorporated by reference.

The preparation of this Official Statement and its distribution and use by the Underwriters have been authorized by the Airport on behalf of and at the direction of the Cities for use in connection with the offering and sale of the Bonds.

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SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS*

Cities of Dallas and Fort Worth, Texas
Dallas Fort Worth International Airport
Subordinate Lien Joint Revenue
Commercial Paper Notes, Tax-Exempt Series II (Non-AMT)

Maturity	Principal Amount	Interest Rate	Redemption Date
Various	$[________]	Various	N/A

* Preliminary, subject to change.

APPENDIX A

TEXAS AND DALLAS - FORT WORTH METROPLEX DATA

[Appendix A to be updated]

Set forth on the following pages is certain general economic and demographic information obtained by the Airport from the public sources identified below. The Airport makes no representation as to the accuracy or completeness of such information. With respect to certain of the information more current information may be available from the sources identified below, as well as from other sources. The Airport has not undertaken any obligation to update such information. Reference to such documents is provided for informational purposes only and shall not be deemed incorporated herein by reference.

APPENDIX B

FORM OF OPINION OF CO-BOND COUNSEL

$__________
CITIES OF DALLAS AND FORT WORTH, TEXAS
DALLAS FORT WORTH INTERNATIONAL AIRPORT
JOINT REVENUE REFUNDING AND IMPROVEMENT BONDS
SERIES 2024 (Non-AMT)

WE HAVE EXAMINED the validity of an issue of the Cities of Dallas and Fort Worth, Texas (the "Cities"), entitled Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2024 (Non-AMT) (the "Bonds"), dated September 1, 2024, aggregating $__________, bearing interest from their date of initial delivery until maturity or earlier redemption at the rates per annum set forth in the pricing certificate authorized by the Sixty-Eighth Supplemental Concurrent Bond Ordinance adopted by the Cities of Dallas and Fort Worth on February 14, 2024 and January 23, 2024, respectively (collectively, the "Sixty-Eighth Supplement"), with interest payable on November 1, 2024 and semi-annually thereafter on each November 1 and May 1 and with said Bonds maturing on the dates set forth therein. The Bonds are subject to optional redemption. Terms not defined herein shall have the meanings set forth in the Master Bond Ordinance adopted by the Cities of Dallas and Fort Worth on September 22, 2010 and September 21, 2010, respectively.

WE HAVE REPRESENTED the Cities and the Dallas Fort Worth International Airport Board (the "Board") as bond counsel, for the purpose of rendering an opinion with respect to the authorization, issuance, delivery, legality and validity of the Bonds under the Constitution and the statutes of the State of Texas. We have not been requested to examine, and have not investigated or verified, any statements, records, material or other matters relating to the financial condition or capabilities of the Board or the Airport, and we express no opinion with respect thereto. Our role in connection with the Official Statement prepared for use in connection with the sale of the Bonds has been limited as described therein.

WE HAVE EXAMINED the Constitution and statutes of the State of Texas, particularly Chapter 22 of the Texas Transportation Code, as amended (the "Act"), the Charters of the Cities, certified copies of the proceedings of the City Councils of the Cities and other proofs authorizing and relating to the issuance of the Bonds, including a specimen of the Bonds.

IN OUR OPINION the Bonds have been duly authorized, issued and delivered in accordance with all applicable laws including the Acts and constitute valid and legally binding special obligations of the Cities, and together with the Outstanding Obligations, are ratably secured by a lien on and a joint pledge by the Cities of their respective interests in the "Pledged Revenues" and "Pledged Funds" to be derived from the ownership and operation of the Dallas Fort Worth International Airport (the "Airport").

"Pledged Revenues," are collectively the Gross Revenues, and such other money, income, revenues or other property as may be specifically included in such term in an Additional Supplemental Ordinance. "Pledged Funds" mean, collectively, (i) amounts on deposit in the Debt Service Fund, (ii) amounts on deposit in the Debt Service Reserve Fund, (iii) any amounts that are due and owing, and any amounts that are paid, under a Credit Agreement executed in lieu of making cash deposits to the Debt Service Reserve Fund, (iv) any Investment Securities or other investments or earnings belonging to either of the funds identified in clauses (i) and (ii), above, and (v) any additional funds, accounts, revenues, or other moneys or funds of the Cities which hereafter may be, by an Additional Supplemental Ordinance, expressly and specifically pledged to the payment of all, but not less than all, of the Outstanding Obligations. The foregoing notwithstanding, the term “Pledged Funds” does not include, unless specifically provided in an Additional Supplemental Ordinance, any amounts deposited to or investments or earnings belonging to a Rebate Fund to the extent necessary to make a payment to the United States of America in accordance with Section 148 of the Code. As provided in the Master Bond Ordinance and the Sixty-Eighth Supplement, the obligations of the Cities to pay money on the Bonds out of Pledged Revenues are joint, and not several, and except as otherwise provided therein no claim, demand, suit or judgment shall ever be asserted, entered or collected against or from one City without the other and no individual liability shall ever exceed in the case of Dallas 7/11ths of the total amount thereof, and in the case of Fort Worth 4/11ths of the total amount thereof; and, except as in the Master Bond Ordinance and the Sixty-Eighth Supplement otherwise provided, such sums shall be payable and collectible solely from the funds in which Pledged Revenues shall from time to time be on deposit. Certain other obligations of the Cities under the Master Bond Ordinance and the Sixty-Eighth Supplement with respect to the Bonds and the Airport are several and not joint, the default of which by one City shall not constitute a default by the other. Reference is hereby made to the Master Bond Ordinance and the Sixty-Eighth Supplement for a full and complete description of the revenues of the Airport pledged to the payment of the Bonds together with a statement of the rights of the Holders of the Bonds, and the rights, duties and obligations of the Cities and the Board with respect thereto. It is further our opinion that the Master Bond Ordinance and the Sixty-Eighth Supplement have been duly and validly authorized and passed and that the Bonds have been duly authorized and issued in accordance with their terms.

Under the terms and conditions provided in the Master Bond Ordinance and in any supplemental ordinances authorizing obligations on parity therewith, and the Bonds of this issue, the Cities reserve the right to issue Additional Obligations secured by a lien on parity with the lien securing this issue of Bonds under the conditions set forth in said Ordinances.

The Holders of the Bonds do not have the right to require the payment thereof out of any funds raised or to be raised by taxation.

The rights of the Holders of the Bonds are subject to the provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

IT IS OUR OPINION THAT:

Interest on the Bonds will be excludable from the gross income of the owners for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion ("Existing Law"). We are further of the opinion that the Bonds are not "specified private activity bonds" and that, accordingly, interest on the Bonds will not be included as an individual alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code").

In expressing the aforementioned opinions, we are relying on representations to be made by the Cities, the Board, Hilltop Securities and Estrada Hinojosa & Company, Inc. (the "Co-Financial Advisors") and the Underwriters named in the Underwriting Agreement with respect to the Bonds (the "Underwriters") with respect to matters solely within the knowledge of the Cities, the Board, the Co-Financial Advisors, and the Underwriters, respectively, which we have not independently verified, and have assumed continuing compliance with the covenants in the Sixty-Eighth Supplement relating to those sections of the Code that affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. In the event such representations are determined to be inaccurate or incomplete or the Cities or the Board fail to comply with the foregoing covenants of the Sixty-Eighth Supplement, interest on the Bonds could become includable in gross income from the date of delivery regardless of the date on which the event causing such inclusion occurs.

EXCEPT AS STATED ABOVE, we express no opinion as to any other federal, state or local tax consequences of acquiring, carrying, owning or disposing of the Bonds. In particular, but not by way of limitation, we express no opinion with respect to the federal, state or local tax consequences arising from the enactment of any pending or future legislation. Furthermore, we express no opinion as to whether any person treated as the owner of the Bonds under the Sixty-Eighth Supplement is also properly treated as the owner for federal tax purposes.

WE CALL YOUR ATTENTION TO THE FACT that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

OUR OPINIONS ARE BASED ON EXISTING LAW, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given regarding whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat the Cities as the taxpayer. We observe that the Cities and the Board have covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

OUR SOLE ENGAGEMENT in connection with the issuance of the Bonds is as bond counsel for the Cities and the Airport and, in that capacity, we have been engaged by the Cities and the Board for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds and the organization of the Cities and the Airport under the Constitution and laws of the State of Texas, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of the result. We have not been requested to investigate or verify, and have not investigated or verified, any records, data or other material relating to the Cities or the Airport or to the financial condition or capabilities of the Cities or the Airport and we have not assumed any responsibility, and we express no opinions, with respect thereto. We express no opinion and make no comment with respect to the marketability of the Bonds and our role in connection with the Official Statement prepared for use in connection with the sale of the Bonds has been limited as described therein.

Respectfully,

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE

The following constitutes a summary of certain portions of the Master Bond Ordinance as it has been supplemented and amended from time-to-time by Additional Supplemental Ordinances of the Cities. Certain terms have been modified to reflect the current status of the Obligations. This summary is qualified by reference to other provisions of the Master Bond Ordinance and the Additional Supplemental Ordinances referred to elsewhere in this Official Statement, and all summaries pertaining to the Master Bond Ordinance and the Additional Supplemental Ordinances in this Official Statement are, separately and in whole, qualified by reference to the exact terms of the Master Bond Ordinance and the Additional Supplemental Ordinances, copies of which may be obtained from the Board.

Selected Definitions

Accrued Aggregate Debt Service means, for any Debt Service Accrual Period, or other period stated in the Master Bond Ordinance, an amount equal to the sum of the Debt Service with respect to all Outstanding Obligations and Parity Credit Agreement Obligations accruing during that Debt Service Accrual Period.

Accrued Aggregate Interest means that portion of Accrued Aggregate Debt Service applicable to interest on Obligations and Parity Credit Agreement Obligations and accruing during a Debt Service Accrual Period and transferred to the Debt Service Fund pursuant to the Master Bond Ordinance. Such term includes amounts payable to the counterparty under a Swap Agreement to the extent such amounts exceed the applicable amount of interest on the Obligations, but does not include termination fees or other similar charges with respect to Parity Credit Agreement Obligations.

Accrued Aggregate Principal means that portion of Accrued Aggregate Debt Service applicable to Principal Installments of Obligations and principal amounts owed under Parity Credit Agreement Obligations accruing during a Debt Service Accrual Period and transferred to the Debt Service Fund as described in clause (i) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**."

Acts mean, collectively, chapters 1201, 1207, 1371, and 1503, Government Code, as amended, and chapter 22, Transportation Code, as amended.

Additional Obligations means one or more series of bonds, notes, commercial paper obligations, or other evidences of indebtedness permitted by Applicable Law and issued by the Cities on a parity as to the Pledged Revenues and Pledged Funds with the Outstanding Obligations.

Additional Supplemental Ordinance means any ordinance jointly passed subsequent to the passage of the Master Bond Ordinance by the Cities that supplements the Controlling Ordinances or the Outstanding Ordinances for the purpose of (i) authorizing and providing the terms and provisions of the Additional Obligations and Parity Credit Agreement Obligations, (ii) authorizing and providing the terms and provisions of Subordinate Lien Obligations, and Credit Agreement Obligations related thereto and on a parity therewith if so stated therein, or (iii) for any of the other purposes permitted under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Amendments.**"

Administrative Expenses means, to the extent specified in an Additional Supplemental Ordinance, the fees, expenses, and indemnification liabilities payable to the Paying Agent, the Credit Providers, and others, of which the Board has or is given actual notice at least thirty (30) days prior to the due date thereof. Said term does not include Credit Agreement Obligations.

Aggregate Debt Service means, for any period and as of any date of calculation, the sum of the interest and Principal Installments payable with respect to Obligations and the principal amount of and interest on any Parity Credit Agreement Obligations payable, in each case, during such period. The calculation of Principal Installments accruing will be determined as provided in paragraph (2) of the definition of Debt Service below, except that the period for the calculation will be substituted for the Debt Service Accrual Period.

Aircraft means airplanes, helicopters, and every other contrivance now or hereafter used for the navigation of, or flight in, air or space.

Airport means the legal entity, the Dallas Fort Worth Airport Board, and the international airport, presently known as the "Dallas Fort Worth International Airport" and originally described in the 1968 Ordinance as the "Dallas—Fort Worth Regional Airport," that is owned and operated by the Cities acting jointly under the Contract and Agreement in accordance with Applicable Law, and the term includes all land, structures, and facilities thereof or related thereto of whatever character and wherever situated, and all future improvements, extensions, and equipment appertaining thereto and belonging to the Cities for use in connection therewith, and such term also includes any other airport or airports, the revenues of which are, by official action of the Cities, made a part of Gross Revenues, but excluding all Special Facilities while the Special Facility Bonds secured thereby are outstanding, and, to the extent, but only to the extent, stated in an Additional Supplemental Ordinance, excluding such Facilities as are financed with the proceeds of Special Revenue Bonds while the Special Revenue Bonds secured thereby are outstanding.

Airport Consultant means a professional person, firm or corporation having a wide and favorable repute for skill and experience in the field of planning and determining the feasibility of airports and related facilities and undertakings.

Applicable Law means the Acts, and all other laws or statutes, rules or regulations, and any amendments thereto, of the State or of the United States by which the Cities, the Board, and their powers, securities (including the Obligations), operations and procedures are, or may be, governed or from which such powers may be derived.

Architect means a registered licensed professional architect working as a regular employee of the Board, or working for any firm or joint venture of such architects that has been retained by the Board, having a favorable repute for skill and experience in the fields of architecture and planning who is entitled to practice and practicing as such under the laws of the State of Texas.

Authorized Officer means the Chief Executive Officer, Executive Vice President/Chief Financial Officer, or the Vice President of Treasury Management and any and all successor positions or titles.

Board or **Airport Board** means the operating Board of Directors of the Airport whose powers and duties were continued, expanded and further defined by the Contract and Agreement.

Business Day means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the Cities or in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close.

Certificate means a document signed by an Authorized Officer, either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to the Master Bond Ordinance or an Additional Supplemental Ordinance.

Cities mean collectively the municipal corporations and political bodies known as the City of Dallas, in the County of Dallas and State of Texas, and the City of Fort Worth, in the County of Tarrant and State of Texas, and such term will also be deemed to include and refer to, in all appropriate ways, any successor political body, authority or subdivision if the Airport is ever transferred thereto.

City Council or **City Councils** mean in each instance the governing body as from time to time constituted of Dallas or Fort Worth or the plural thereof means and refers to the governing bodies of both said Cities.

Code means the Internal Revenue Code of 1986, the regulations and published rulings promulgated or published thereto and the provisions of any applicable section of a successor federal income tax law.

Contract and Agreement means that certain agreement entitled "Contract and Agreement," entered into actually on April 23, 1968, but effective as of April 15, 1968, by and between Dallas and Fort Worth, which by its terms continues, expands, and further defines the powers and duties of the Board, creates the Joint Airport Fund and provides for the construction and operation of the Airport.

Controlling Ordinances means the 1968 Ordinance and the Thirtieth Supplemental Concurrent Bond Ordinance passed by the Cities on February 23, 2000 and February 22, 2000, respectively, and effective February 23, 2000.

Construction Fund means the Fund by that name created as a part of the Joint Airport Fund in the Contract and Agreement.

Costs of the Airport means (i) expenses and costs for labor, payments to contractors, builders, and materialmen in connection with preparing, constructing, otherwise acquiring, equipping, replacing, extending, improving, and/or restoring any part of the Airport; (ii) the costs of machinery, furnishings, and equipment used in connection therewith; (iii) the cost of indemnity and fidelity bonds, if any, to secure the deposits of any moneys in any fund or account of the Cities or the Board relating to the Airport; any costs or expenses relating to litigation of any nature or kind that relates to the Airport; (iv) expenses and costs necessary or incidental to a determination of the feasibility or practicability of constructing or installing any facilities related to the Airport, including the fees and expenses of engineers, architects, and other professionals or consultants; (v) financing costs, including the fees and expenses of financial advisors, attorneys, and other professionals and consultants, the costs, fees, and charges of Credit Providers relating to the execution and delivery of Credit Agreements pertaining to any matters that relate to Obligations, any other fees and expenses related to the issuance and delivery of Obligations, and interest on Obligations that is to be capitalized from the proceeds of Obligations; (vi) expenses of administration properly chargeable to the construction of improvements to the Airport or equipping the same, including legal fees and expenses, costs of audits, and costs necessary to place the same into operation or service; (vii) any costs and expenses related to the acquisition of land to comprise a part of the Airport; and (viii) any proper expense incurred for any of the foregoing purposes.

Credit Agreement means any agreement of the Cities permitted by Applicable Law that is entered into with a Credit Provider for the purpose of enhancing or supporting the creditworthiness of all or a part of a series of Obligations or Subordinate Lien Obligations, and/or to assure the Cities' financial ability to honor rights of tender of any of such obligations and to hold, sell, market or remarket any of such obligations thus tendered according to the specific terms and features of a series of such obligations as contained and defined in an Additional Supplemental Ordinance, and/or to make deposits to the Debt Service Reserve Fund or other applicable fund in lieu of cash deposits thereto, such as, for example only, municipal bond insurance policies, standby bond purchase agreements, Swap Agreements, revolving credit agreements, hedge agreements, and letters or lines of credit issued or provided by, and notes, surety bonds, reimbursement, purchase and other similar agreements with, banks, insurance companies or other commercial and financial institutions or by and with governmental agencies, entities or departments.

Credit Agreement Obligations means any liability of the Cities to pay any amount of principal, interest, or other payment on any debt or liability created under a Credit Agreement in favor of a Credit Provider that is declared by the terms of an Additional Supplemental Ordinance either (i) to be a Parity Credit Agreement Obligation, or (ii) to be on a parity with Subordinate Lien Obligations.

Credit Provider means each party identified and named in an Additional Supplemental Ordinance that provides credit or liquidity support for, or insurance insuring the payment of, any amounts due or owing on Obligations, on Subordinate Lien Obligations, or on other financial undertakings in a Credit Agreement, including a counterparty to the Cities under a Swap Agreement.

Current Gross Revenues means Gross Revenues less any amounts transferred to the Operating Revenue and Expense Fund as described in the last paragraph under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**" or in clause (a) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE-Funds and Flow of Funds—Capital Improvements Fund**" or retained as described under the second to last paragraph under "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**."

Dallas means the City of Dallas, Texas.

Debt Service means for each Debt Service Accrual Period with respect to a series of Obligations, and related Parity Credit Agreement Obligations, an amount equal to the sum of:

(1) interest accruing on each series of Outstanding Obligations, including as to Interim Obligations and to each series of Variable Interest Rate Obligations, if any, the amount estimated

by an Authorized Officer that will accrue during the Debt Service Accrual Period based on the applicable Standard Assumptions, and excluding interest funded or projected by an Authorized Officer to be funded from the proceeds of Additional Obligations; and

(2) that portion of the next maturing Principal Installment for each series of Outstanding Obligations which will accrue during the Debt Service Accrual Period, other than a Principal Installment of or with respect to Interim Obligations that are to be paid either with the proceeds of other Obligations or with funds provided by a Credit Provider, and other than amounts scheduled to be paid by a counterparty to a Swap Agreement that is not in default. For the purpose of determining the amount of the next maturing Principal Installment that will accrue during the Debt Service Accrual Period, the Board and the Paying Agent will assume that the Principal Installment accrues daily in equal amounts from the next preceding Principal Installment due date. If there is no preceding Principal Installment due date with respect to the series of Obligations, the Principal Installments with respect to that series will not begin to accrue until the later of (A) the date which is one year preceding the first Principal Installment due date of that series, or (B) the date of issuance of that series. The Board and the Paying Agent will further assume that no Obligations of the series will cease to be Outstanding except by reason of the payment, through defeasance or otherwise, of each Principal Installment on the due date thereof; and

(3) all amounts due and payable on Parity Credit Agreement Obligations during the Debt Service Accrual Period, including interest amounts payable by the Cities or the Board under a Swap Agreement during the Debt Service Accrual Period above the amount of interest accruing on a series of Obligations during such period, so long as the counterparty to that Swap Agreement is not in default.

Debt Service Requirements will be calculated on the assumption that no Obligations Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installments or Sinking Fund Installments thereon when due, except as provided in the Master Bond Ordinance for Interim Obligations. Such Debt Service requirements will not include termination fees or other similar charges with respect to Parity Credit Agreement Obligations.

Debt Service Accrual Period means the period commencing, as applicable, on the date of issuance of a series or issue of Obligations or the execution of Parity Credit Agreements or on the day following the most recent Interest Payment Date or Principal Payment Date, and ending on, but including, the last day of the calendar month prior to the next succeeding Interest Payment Date or Principal Payment Date thereafter; provided, however, with respect to provision for the final payment of any one or more of the Obligations or Parity Credit Agreement Obligations, such accrual period with respect to such Obligations or Parity Credit Agreement Obligations may be shortened to a period sufficient to provide for the payment of such Obligations or Parity Credit Agreement Obligations in full when due. The Board may adjust the Debt Service Accrual Period from time to time, by the terms of Additional Supplemental Ordinances or otherwise, in order to assure that all Obligations and Parity Credit Agreement Obligations are paid in full when due.

Debt Service Fund means the fund designated and created as the “Interest and Sinking Fund” in the Contract and Agreement, and confirmed and renamed in the Thirtieth Supplement.

Debt Service Reserve Fund means the fund designated and created as the “Reserve Fund” in the Contract and Agreement, and confirmed and renamed in the Thirtieth Supplement.

Debt Service Reserve Requirement means the total amount required to be on deposit in the Debt Service Reserve Fund as described in clause (b) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**" and/or for which alternative funding is provided as described in clause (c) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**."

Depository Bank means the lawful depository bank of the Board at which the Joint Revenue Fund is to be held pursuant to the Contract and Agreement.

Event of Default means the occurrence of any of the events or circumstances described under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Events of Default—Description**."

Facilities means any facilities, buildings or equipment comprising a part of or used in connection with the Airport.

FY means the twelve month period commencing on the 1st day of October of any year and ending at midnight on September 30 of the next succeeding year.

Fort Worth means the City of Fort Worth, Texas.

Gross Revenues means all income and revenues derived directly or indirectly by the Board from the operation or ownership of the Airport or any part thereof, whether resulting from improvements, extensions, enlargements, repairs, or betterments to the Airport, additional Facilities, or otherwise, and expressly including (i) all revenues received by the Board or any municipal corporation or entity succeeding to the revenues of the Cities from the Airport, (ii) all rentals, tolls, rates or other charges for the use of the Airport or any Facilities or for the entry upon any part thereof or for any service rendered by the Board or the Cities in the operation thereof, (iii) any funds transferred to the Operating Revenue and Expense Fund as described in the last paragraph under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**" or in clause (a) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Capital Improvements Fund**," (iv) the rentals payable under Ground Leases, (v) any funds retained in the Operating and Expense Fund as described under the second to last paragraph under "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds**" and (vi) any net amounts owing to the Cities or the Board under a Swap Agreement, but expressly excluding the following:

(A) rentals or other amounts derived from Net Rent Leases to the extent and for so long as they are pledged as security for Special Facility Bonds and reserves therefor;

(B) any moneys received as grants or gifts from the United States of America, the State of Texas, or other sources, the use of which is limited by the grantor or donor to the construction or acquisition of capital improvements, additions or extensions to the Airport, except to the extent any such moneys are received as payments for the use of the Airport;

(C) all Special Revenues and/or unrestricted federal subsidies, except for such portion thereof as may be included as a part of "Gross Revenues" under the provisions of an Additional Supplemental Ordinance;

(D) the proceeds of any Additional Obligations or Credit Agreements, and the interest or other investment income realized from the investment of the proceeds of Obligations, and all other investment income not required to be deposited to the Operating Revenue and Expense Fund;

(E) the proceeds of insurance other than from insurance policies insuring against the loss of use or business interruption at the Airport;

(F) the money on deposit in the Capital Improvements Fund except for such amounts as are transferred to the Operating Revenue and Expense Fund as described in the last paragraph under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**" or in clause (a) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Capital Improvements Fund**";

(G) moneys received by the Cities pursuant to interlocal agreements entered into among the Cities and municipalities having jurisdiction within the boundaries of the Airport under which such municipalities and the Cities agree to share in certain tax receipts and other revenues lawfully imposed and collected by such municipalities resulting from the continued development of Airport-owned property within such municipalities; and

(H) any and all money deposited to, or required to be deposited to, a Rebate Fund relating to a Tax-Exempt Obligation.

Ground Lease means the lease of Airport lands required to be executed in connection with the construction of Special Facilities.

Holder means the registered owner of an Obligation according to an Obligation Register.

Independent Insurance Consultant means a firm of independent professional consultants knowledgeable in the ownership and operation of publicly-owned properties, including airports, and having a favorable reputation for skill and experience in the field of insurance consultation.

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.

Interim Obligations mean Obligations (i) for or with respect to which no Principal Installments are required to be made other than on the Stated Maturity Date thereof, which date shall be no later than five (5) years from the date of their delivery to their initial purchasers, and (ii) which are authorized by an Additional Supplemental Ordinance which declares the Cities' intent, at the time of issuance, to refund or refinance all or a part of the same prior to or on such Stated Maturity Date, including commercial paper, notes, and similar Obligations.

Investment Securities mean any and all of the investments permitted by Applicable Law for the investment of the public funds of the Board, provided that such investments are at the time made included in and authorized by the official investment policy of the Airport as approved by the Board from time to time and are not prohibited by an Additional Supplemental Ordinance.

Joint Airport Fund means the master fund by that name created by the Cities for the purpose of accurately and adequately recording and accounting for the ownership, operations and properties contributed and committed by the Cities to the joint venture evidenced by the Contract and Agreement, all as described and provided in the Contract and Agreement.

Market Value means the fair market value of Investment Securities calculated as set forth in the Master Bond Ordinance.

Master Bond Ordinance means the Master Bond Ordinance adopted by the Cities and effective as of September 22, 2010.

Maximum Interest Rate means, with respect to any particular Variable Interest Rate Obligations or Parity Credit Agreement Obligations bearing a Variable Interest Rate, a numerical or other statement of the rate of interest, which is set forth in the Additional Supplemental Ordinance authorizing such Obligations, or in a related Credit Agreement with respect to Parity Credit Agreement Obligations, in each case being the maximum rate of interest such Obligations or Parity Credit Agreement Obligations may bear at a single time or over the period during which they are Outstanding or unpaid, but in no event exceeding the maximum amount or rate of interest permitted by Applicable Law.

Minimum Interest Rate means, with respect to any particular Variable Interest Rate Obligations, or Parity Credit Agreement Obligations, bearing a Variable Interest Rate, a numerical rate of interest which may (but need not) be set forth in the Additional Supplemental Ordinance authorizing such Obligations that is the minimum rate of interest such Obligations will at any time bear.

Net Rent Lease means a lease of Airport property or Facilities entered into by the Board pursuant to which the lessee agrees to pay to the Board a rental during the term thereof in an amount at least equal to the principal, interest and any special reserve requirements contained in the ordinance authorizing the Special Facility Bonds (as herein defined) to which such lease relates, as contemplated by Section 3.8(A) of the Master Bond Ordinance, and to pay, in addition to such rental, all operation and maintenance expenses applicable to the Special Facilities to be constructed with said bonds, including, without limitation, any insurance premiums applicable to such Special Facilities (as may be required by said lease); any and all ad valorem or other property taxes lawfully levied or assessed against the leasehold interest of the lessee in and to such Special Facilities and to the Airport land upon which the same are to be situated pursuant to the Ground Lease executed in connection therewith (such leasehold interest, irrespective of the term thereof, as distinguished from the remainder or other interest of the Cities therein, being for such purposes the property of such lessee and not the property of the Cities); any and all lawful excise or other types of taxes imposed on or in respect of such properties; and the expenses of upkeep thereof of every kind and character including the repair or ordinary restoration thereof.

Net Revenues mean the amount remaining after deducting Operation and Maintenance Expenses from Gross Revenues.

Newspaper means newspapers printed in the English language, published at least once each calendar week and of general circulation within the Cities.

1968 Ordinance means the "1968 Regional Airport Concurrent Bond Ordinance," passed by the City Councils, respectively, on November 11, 1968, and November 12, 1968, as amended and supplemented by the other Outstanding Ordinances, such ordinance having authorized the initial bonds issued by the Cities for the purpose of financing the Airport and establishing the terms and provisions of and the security for additional bonds to be issued for the purposes of the Airport.

Obligation Register means, as to each series of Obligations, the register or registers maintained pursuant to the Master Bond Ordinance.

Obligations mean the Outstanding Obligations and the Additional Obligations.

Operating Revenue and Expense Fund means the Fund by that name established as a part of the Joint Airport Fund in the Contract and Agreement and referred to in the Master Bond Ordinance.

Operation and Maintenance Expenses means all reasonable and necessary current expenses of the Board (paid or accrued) of operating, maintaining, and repairing the Airport. Without limiting the generality of the foregoing, such term shall include insurance premiums, refunds/payments to be made to airlines pursuant to agreements between the Board and such airlines, the reasonable charges of any Paying Agent and any other depository bank appertaining to the Airport, contractual services, professional services required by the Master Bond Ordinance or by the Board, salaries and administrative expenses, labor and the cost of materials and supplies used for current operation; but shall not include the costs of improvements, extensions, enlargements or betterments, which according to standard accounting principles are chargeable as capital replacements or improvements.

Outstanding when used with reference to Obligations, including Obligations acquired by a Credit Provider with the proceeds of a Credit Agreement, means, as of any date, Obligations theretofore or thereupon being authenticated and delivered under the Outstanding Ordinances or an Additional Supplemental Ordinance, except:

(i) Obligations which have been fully paid at or prior to their maturity or on or prior to a redemption date;

(ii) Obligations (or portions thereof) for the payment of which moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption, will be held by a Paying Agent or a trustee in cash in trust, as required by the Master Bond Ordinances, and set aside for payment at maturity or redemption on a redemption date and for which notice of redemption has been given or provision has been made therefor;

(iii) Obligations in lieu of or in substitution for which other Obligations have been authenticated and delivered pursuant to an Additional Supplemental Ordinance; and

(iv) Obligations for which payment has been provided by defeasance as described under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Discharge of Ordinance—Discharge by Defeasance.**"

Outstanding Obligations mean the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2013C; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2013D; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2013E; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2013F; the Dallas Fort Worth International Airport Joint Revenue

Improvement Bonds, Series 2013G; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2014A; the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2014C; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2014D; the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2017; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Taxable Series 2019A; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2020A; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2020B; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Taxable Series 2020C; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2021A; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2021B; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Taxable Series 2021C; the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Taxable Series 2022A; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2022B; the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Taxable Series 2023A; the Dallas Fort Worth International Airport Joint Revenue Refunding and Improvement Bonds, Series 2023B (Non-AMT); and the Dallas Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2023C (AMT).

Outstanding Ordinances means the Master Bond Ordinance and the following ordinances adopted and approved by each of the Cities, to-wit:

(i) the Forty-Fifth Supplemental Concurrent Bond Ordinance, effective May 25, 2011;

(ii) the Forty-Sixth Supplemental Concurrent Bond Ordinance, effective May 25, 2011;

(iii) the Forty-Seventh Supplemental Concurrent Bond Ordinance, effective May 25, 2011;

(iv) the Forty-Eighth Supplemental Concurrent Bond Ordinance, effective March 28, 2012;

(v) the Forty-Ninth Supplemental Concurrent Bond Ordinance, effective February 27, 2013;

(vi) the Fiftieth Supplemental Concurrent Bond Ordinance, effective March 4, 2014;

(vii) the Fifty-First Supplemental Concurrent Bond Ordinance, effective August 24, 2016;

(viii) the Fifty-Second Supplemental Concurrent Bond Ordinance, effective September 12, 2017;

(ix) the Fifty-Third Supplemental Concurrent Bond Ordinance, effective May 22, 2019;

(x) the Fifty-Fourth Supplemental Concurrent Bond Ordinance, effective May 22, 2019;

(xi) the Fifty-Fifth Supplemental Concurrent Bond Ordinance, effective September 10, 2019;

(xii) the Fifty-Seventh Supplemental Concurrent Bond Ordinance, effective April 8, 2020;

(xiii) the Fifty-Eight Supplemental Concurrent Bond Ordinance, effective September 10, 2019;

(xiv) the Fifty-Ninth Supplemental Concurrent Bond Ordinance, effective May 18, 2021;

(xv) the Sixtieth Supplemental Concurrent Bond Ordinance, effective May 18, 2021;

(xvi) the Sixty-First Supplemental Concurrent Bond Ordinance, effective May 18, 2021;

(xvii) the Sixty-Second Supplemental Concurrent Bond Ordinance, effective May 26, 2021;

(xviii) the Sixty-Third Supplemental Concurrent Bond Ordinance, effective April 13, 2022;

(xix) the Sixty-Fourth Supplemental Concurrent Bond Ordinance, effective April 13, 2022;

(xx) the Sixty-Fifth Supplemental Concurrent Bond Ordinance, effective April 25, 2023;

(xxi) the Sixty-Sixth Supplemental Concurrent Bond Ordinance, effective April 25, 2023;

(xxii) the Sixty-Eighth Supplemental Concurrent Bond Ordinance, effective February 14, 2024; and

(xxiii) the Sixty-Ninth Supplemental Concurrent Bond Ordinance, effective February 14, 2024.

Parity Credit Agreement Obligation means a Credit Agreement Obligation that is declared by an Additional Supplemental Ordinance to be payable from and secured by a lien on Pledged Revenues and Pledged Funds on a parity with the Outstanding Obligations.

Paying Agent means any paying agent for a series or issue of Obligations appointed pursuant to the Master Bond Ordinance and its successor or successors.

Person means any individual, corporation, partnership, joint venture, association, joint- stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Pledged Funds mean, collectively, (i) amounts on deposit in the Debt Service Fund, (ii) amounts on deposit in the Debt Service Reserve Fund, (iii) any amounts that are due and owing, and any amounts that are paid, under a Credit Agreement executed in lieu of making cash deposits to the Debt Service Reserve Fund, (iv) any Investment Securities or other investments or earnings belonging to either of the funds identified in clauses (i) and (ii), above, and (v) any additional funds, accounts, revenues, or other moneys or funds of the Cities which hereafter may be, by an Additional Supplemental Ordinance, expressly and specifically pledged to the payment of all, but not less than all, of the Outstanding Obligations. The foregoing notwithstanding, the term "Pledged Funds" does not include, unless specifically provided in an Additional Supplemental Ordinance, any amounts deposited to or investments or earnings belonging to a

Rebate Fund to the extent necessary to make a payment to the United States of America in accordance with Section 148 of the Code.

Pledged Revenues mean collectively (i) Gross Revenues, and (ii) such other money, income, revenues or other property as may be specifically included in such term in an Additional Supplemental Ordinance.

Principal Installment means, with respect to Obligations or Parity Credit Agreement Obligations, any amounts, other than interest payments, including any Sinking Fund Installments, which are stated to be due or required to be made on or with respect to an Obligation or Parity Credit Agreement Obligation, which, when made, would reduce the amount of the Obligation or series of Obligations that remain Outstanding or would retire and pay the same in full, and which are not otherwise paid from other funds of the Airport or from the proceeds of other obligations of the Airport, including Obligations.

Principal Payment Date(s) means the date or dates upon which Principal Installments are due as specified in an Outstanding Ordinance or an Additional Supplemental Ordinance, to and including the Stated Maturity Date of an Obligation.

Project means any addition, improvement, expansion or extension to the Airport to be financed with all or a portion of the proceeds of Obligations, as determined by the Board.

Prior Obligations means the Obligations, which are no longer Outstanding, that were issued prior to the approval of the Master Bond Ordinance by the Cities.

Rebate Fund means any fund established by an Outstanding Ordinance or an Additional Supplemental Ordinance in connection with the issuance of any Obligation that is a Tax-Exempt Obligation, to ensure compliance with the provisions of Section 148 of the Code, including, in particular, Section 148(f) of the Code. For purposes of the foregoing and of the Master Bond Ordinance and the Outstanding Ordinances, the Board and the Cities are permitted to rely on a firm of certified public accountants, Bond Counsel or other persons who specialize in the exemption from federal income taxation of interest payable on Tax-Exempt Obligations, and the Cities may include in Additional Supplemental Ordinances covenants relating to Tax-Exempt Obligations, to a Rebate Fund, and to the use and application of money on deposit in the funds created or confirmed in the Master Bond Ordinance or in the funds or accounts created in an Additional Supplemental Ordinance.

Redbird Airport means the airport presently belonging to Dallas and formerly bearing the name “Redbird Airport,” now known as the Dallas Executive Airport.

Redemption Price means, with respect to any Obligation, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the terms of such Obligation or its authorizing Outstanding Ordinance or Additional Supplemental Ordinance.

Registrar means any registrar for Obligations appointed pursuant to the Master Bond Ordinance (which may include the Paying Agent and its successors or assigns).

Risk Manager means the insurance risk manager of the Airport in the control and employ of the Board, or such other officer or employee of the Board having the responsibility to acquire and maintain insurance on the Board’s behalf.

Sinking Fund Installment means, with respect to any series of Obligations, the portion of the Accrued Aggregate Debt Service required by an Additional Supplemental Ordinance to be deposited to the Debt Service Fund in all events on a future date to be held on deposit or applied, in either case, for the mandatory redemption or retirement, in whole or in part, of any Outstanding Obligations of said series having a stated maturity after said future date. Said future date is deemed to be the date when such Sinking Fund Installment is due and payable.

Special Facilities means hangars, aircraft overhaul, maintenance and repair shops, storage facilities, garages and other buildings, structures, Facilities and appurtenances being a part of or related to the Airport and financed wholly or in part with the proceeds of Special Facility Bonds.

Special Facility Bonds means bonds payable solely from all or a portion of the rentals received from any one or more Net Rent Leases appertaining to Special Facilities.

Special Revenues means any one or all (i) taxes or special charges, other than tolls and charges imposed for entry to the Airport, that are levied or imposed for use of the Airport, or on the price of goods, products, or services sold or provided at the Airport pursuant to Applicable Law, such as, but not limited to, passenger facilities charges imposed pursuant to 49 U.S. Code, Sec. 40117, as amended, or any successor or similar law, sales and/or use taxes received by the Board from any source, hotel occupancy taxes, and special taxes or surcharges imposed on automobile rental or use charges, and (ii) ad valorem taxes received by the Board from any source. Special Revenues will not include moneys received by the Cities pursuant to interlocal agreements entered into among the Cities and municipalities having jurisdiction within the boundaries of the Airport under which such municipalities and the Cities agree to share in certain tax receipts and other revenues lawfully imposed and collected by such municipalities resulting from the continued development of Airport-owned property within such municipalities.

Special Revenue Bonds mean bonds, notes or other obligations issued for the purposes of the Airport that are made payable from Special Revenues pursuant to the right to issue the same as described under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Additional Indebtedness—Special Revenue Bonds.**"

Standard Assumptions mean, subject to the last sentence of this paragraph, wherever in the Master Bond Ordinance a calculation of Debt Service during any current or future Debt Service Accrual Period with respect to Interim Obligations is required by application of the Standard Assumptions, the Debt Service will be computed by assuming that the principal amount of the Interim Obligations will be continuously refinanced and will remain Outstanding until the first FY for which interest on the Obligations has not been capitalized or otherwise funded or provided for, at which time (which will not be beyond the Stated Maturity Date of the Interim Obligations) it will be assumed (A) that the Outstanding principal amount of the series of Interim Obligations will be refinanced with a series of Additional Obligations that will be amortized over a period not to exceed twenty-five (25) years in such manner as will cause the maximum Debt Service Requirement applicable to such series in any twelve (12) month period not to exceed 110% of the minimum Debt Service Requirements applicable to such series for any other twelve (12) month period, and (B) that the series of Additional Obligations will bear interest at a fixed interest rate estimated by the Board's financial advisor to be the interest rate such series of Additional Obligations would bear if issued on such terms on the date of such estimate. Notwithstanding any to the contrary, for the purposes of setting rates, fees and charges, as required by the Master Bond Ordinance, for the then current FY, the Board may assume an interest rate that is equal to the average rate over the last twelve months plus 50 basis points.

Subject to the last sentence of this paragraph, wherever in the Master Bond Ordinance a calculation of Debt Service during any current or future Debt Service Accrual Period with respect to each series of Variable Interest Rate Obligations that are not Interim Obligations is required by application of the Standard Assumptions, the Debt Service will be computed by assuming that such Obligations will bear interest at the highest of (i) the actual rate on the date of calculation, or, if such Obligations are not yet Outstanding, the initial rate, if established and binding, (ii) if the Obligations have been Outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, or (iii) (A) if the Obligations are Tax Exempt Obligations, the most recently published "Revenue Bond Index," published by the financial news publication presently known as The Bond Buyer, or comparable index if no longer published, plus fifty basis points, or (B) if the Obligations are not Tax Exempt Obligations, the interest rate on direct obligations of the United States with comparable maturities, plus 50 basis points; provided, however, for the purpose of verifying prior compliance with the rate covenants, such Obligations will be deemed to bear interest at the actual rate borne during any prior test period. Notwithstanding any to the contrary, for the purposes of setting rates, fees and charges, as required by the Master Bond Ordinance, for the then current FY, the Board may assume an interest rate that is equal to the average rate over the last twelve months plus 50 basis points.

State means the State of Texas.

Stated Maturity Date means the date on which an Obligation matures and the full amount owed thereon is in all events due and payable, as specified in Additional Supplemental Ordinances.

Subordinate Lien Obligations mean bonds, notes or other obligations issued pursuant to and in accordance with the Master Bond Ordinance as described under the caption **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Additional Indebtedness—Subordinate Lien Obligations."**

Swap Agreement means a Credit Agreement with respect to a series of Obligations pursuant to which the Cities or the Board agrees to pay to a qualified counter party an amount of money in exchange for the counter party's promise to pay all or a portion of the actual amount of interest due and payable on such series according to its terms as it becomes due. For the purposes of this definition, a counter party is not qualified unless it holds a current rating for claims-paying ability by at least two nationally recognized rating agencies at least equal to the rating of each such rating agency assigned to the Outstanding Obligations without reference to any Credit Agreement.

Tax-Exempt Obligation means any Obligation the interest on which is excludable from the gross income of the Holder for federal income tax purposes under Section 103 of the Code.

Thirtieth Supplement means the Dallas Fort Worth International Airport Thirtieth Supplemental Concurrent Bond Ordinance.

Variable Interest Rate means a variable or adjustable interest rate that varies from time to time based on a formula or reference to specified financial indicators, or by negotiation, auction, or revisions through another method from time to time and to be borne by all or a part of a series of Obligations or Parity Credit Agreement Obligations, all as specified in an Additional Supplemental Ordinance or Credit Agreement.

Variable Interest Rate Obligations mean Obligations or Parity Credit Agreement Obligations which bear a Variable Interest Rate.

Funds and Flow of Funds

Funds. The Master Bond Ordinance (i) confirms and renames the "Interest and Sinking Fund" (created in the 1968 Ordinance) as the "Debt Service Fund," (ii) confirms and renames the "Reserve Fund" (created in the 1968 Ordinance) as the "Debt Service Reserve Fund," and (iii) confirms and continues the "Capital Improvements Fund," the "Operating Revenue and Expense Fund," and the "Construction Fund," and the following special funds, as confirmed and continued within the Joint Airport Fund, are governed by the terms of the Master Bond Ordinance:

(i) the Debt Service Fund;

(ii) the Debt Service Reserve Fund;

(iii) the Capital Improvements Fund;

(iv) the Operating Revenue and Expense Fund; and

(v) the Construction Fund.

The Cities may authorize the creation of special or general accounts within any of such Funds and may prescribe the terms applicable thereto in Additional Supplemental Ordinances; provided, however, the Board may authorize special and general accounts within any such Funds for accounting purposes. The Debt Service Fund and the Debt Service Reserve Fund, and any and all accounts created therein, if any, are special trust funds, to be held by the Board for the benefit of the Holders of Obligations, the Credit Providers holding Parity Credit Agreement Obligations, and Persons to whom Administrative Expenses are owed, due and payable. Unless required otherwise by an Additional Supplemental Ordinance, all of such funds not expressly required by the Master Bond Ordinance or an Additional Supplemental Ordinance to be held by a trustee, may be held in any bank or lawful depository of the funds of the Board, including the Treasurer. Any other funds, accounts or moneys required to be created or held under the terms of any Additional Supplemental Ordinance will be held at the place or places specified in such Additional Supplemental Ordinance. All funds and accounts created or confirmed in the Master Bond Ordinance and in any Additional Supplemental Ordinance, and the books and records of account with respect thereto, will be kept and maintained in such manner as will record on a regular basis all deposits therein and the source thereof, withdrawals therefrom and the purposes therefor, and the earnings realized with respect thereto. All moneys on deposit in the special funds described under this caption on the date of delivery of any of the Obligations shall be held therein and thereafter shall be maintained, supplemented, invested, and applied as directed in the Master Bond Ordinance and in Additional Supplemental Ordinances, as applicable.

Flow of Funds. All Gross Revenues, when and as received by the Board, will be promptly deposited to the credit of the Operating Revenue and Expense Fund.

Unless made more frequent by an Additional Supplemental Ordinance, the Board will transfer, only to the extent required, amounts on deposit in the Operating Revenue and Expense Fund monthly on or before the last Business Day of each month to the following Funds and in the following order of priority:

(i) First, to the Debt Service Fund, an amount equal to the lesser of (A) all funds available for transfer, or (B) an amount equal to the Accrued Aggregate Debt Service for such monthly period, subject to the provisions set forth under the caption **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Adjustments in Transfer Requirements"**;

(ii) Second, if and to the extent required by an Additional Supplemental Ordinance pursuant to which Obligations are issued and/or related Parity Credit Agreements are authorized, to a special account or accounts, such amount as is necessary to pay any Administrative Expenses that are due and payable during the succeeding month;

(iii) Third, to the Debt Service Reserve Fund, the lesser of (A) all funds available for transfer, or (B) subject to the alternative funding methods permitted under the Master Bond Ordinance and described herein, up to the amount required to cause the amount on deposit therein to be equal to the lesser of (y) the Debt Service Reserve Requirement, or (z) the amount then required to be on deposit therein according to said sections, plus any amounts required to restore or replenish any deficiencies in the Debt Service Reserve Fund so that the amounts required by the Master Bond Ordinance are on deposit therein when, as, and in the amounts therein required;

(iv) Fourth, to any other fund or account required by any Additional Supplemental Ordinance authorizing Obligations and/or Parity Credit Agreement Obligations, the amounts required to be deposited therein; and

(v) Fifth, to a special account or fund, if any, created by the Cities in an Additional Supplemental Ordinance, for the purpose of paying the principal and redemption price of, the interest on, and reserves for Subordinate Lien Obligations, and paying Credit Agreement Obligations that are declared to be on a parity therewith.

Unless otherwise directed by an Additional Supplemental Ordinance, during each month, subject to the transfers as described above under this subcaption, the Board is authorized to expend or set aside any money on deposit in the Operating Revenue and Expense Fund for the following purposes, in the following order of priority:

(i) First, expending such money for the purpose of paying the Operation and Maintenance Expenses of the Board in accordance with the current annual budget of the Board; and

(ii) Second, setting aside into a separate account an amount sufficient to pay Operation and Maintenance Expenses for the ensuing period of ninety (90) days, as estimated by an Authorized Officer.

Gross Revenues remaining unexpended at the close of business on the last day of each FY, after expending or setting aside the money required for the purposes set forth in the above paragraphs of this subcaption, will be deposited to the credit of the Capital Improvements Fund for use, deposit and application as described under the caption **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Capital Improvements Fund"**; provided, however, an Authorized Officer may, at such time, elect to keep all or a portion of such unexpended funds in the Operating Revenue and Expense Fund.

Notwithstanding the other provisions under this subcaption, the Board is not required to set aside or pay any amounts to a Credit Provider or to a Paying Agent in respect of Administrative Expenses except as requested by such Persons and approved by an Authorized Officer. Notwithstanding the other provisions of this subcaption, Gross Revenues received from or through the United States of America, the State of Texas, or other sources, the use of which is limited, shall be used as Gross Revenues in compliance with any requirements placed on the use of such funds.

Adjustments in Transfer Requirements. The Accrued Aggregate Debt Service required to be transferred to the Debt Service Fund by subsection (i) of the second paragraph of the immediately preceding subcaption for such monthly period will be reduced by an amount equal to the total of any moneys already on deposit in the Debt Service Fund and any account created therein, or on deposit in another Pledged Fund, if any, that is created in an Additional Supplemental Ordinance, and after taking into account investment earnings actually realized and on deposit therein (inclusive of accrued interest and amortization of original issue discount or premium), excess deposits made on account of Variable Rate Obligations and the assumed interest rates thereof, and money deposited therein from the proceeds of Obligations as capitalized interest or otherwise. It is provided, however, that the amounts required to be transferred will never be reduced to an amount below the amount necessary to pay all amounts then due and owing on the Obligations as capitalized interest or otherwise and Parity Credit Agreement Obligations when due and payable. In the event the counterparty to a Swap Agreement becomes obligated to make payments to the Board, such amounts will be deposited to the Debt Service Fund. The Board may at any time increase the amounts of any transfers required under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**" from funds on deposit in the Operating Revenue and Expense Fund, or from any other lawfully available moneys, so long as such transfers do not reduce the amounts required to be transferred to any particular fund or account as described under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**."

Debt Service Fund. (a) The Board will pay, out of the Debt Service Fund, to the respective Paying Agents for any of the Obligations from time to time Outstanding, or directly to a Credit Provider holding a Parity Credit Agreement Obligation, as applicable (i) on the date specified in the Outstanding Ordinances and in Additional Supplemental Ordinances or Credit Agreements pursuant to which Parity Credit Agreement Obligations are created, but in no event later than each Interest Payment Date, the amount (as determined by each Paying Agent or other party designated in each applicable Outstanding Ordinance and Additional Supplemental Ordinance) required for the payment of interest on the Obligations or Parity Credit Agreement Obligations due on such Interest Payment Date, and (ii) on the date specified in the Outstanding Ordinances and Additional Supplemental Ordinances or Credit Agreements pursuant to which Parity Credit Agreement Obligations are created, but in no event later than the redemption date, the amount required for the payment of accrued interest on Obligations or Parity Credit Agreement Obligations to be redeemed or paid unless the payment of such accrued interest is otherwise provided for. Such amounts paid to Paying Agents will be held and applied by the Paying Agents paying the amounts owing on the Obligations with respect to which such transfers were made and upon demand for such payment by a proper Holder.

(b) The Board will pay, out of the Debt Service Fund, to the respective Paying Agents, on the dates specified in the Outstanding Ordinances and each Additional Supplemental Ordinance, but in no event later than each Principal Payment Date for any of the Obligations from time to time Outstanding or Parity Credit Agreement Obligations coming due, the amount (as determined by each Paying Agent or other party designated in each applicable Additional Supplemental Ordinance) required for the payment of any Principal Installments and any Redemption Price that are due on Obligations, and similar amounts that are due and payable on Parity Credit Agreement Obligations on such Principal Payment Date and such amounts paid to Paying Agents or Credit Providers will be held and applied by the Paying Agents or Credit Providers as directed in each Outstanding Ordinance and in each Additional Supplemental Ordinance.

(c) The amount accumulated in the Debt Service Fund for each Sinking Fund Installment may, and if so directed and authorized by an Additional Supplemental Ordinance shall, be applied prior to a day preceding the due date of such Sinking Fund Installment, as fixed in the Additional Supplemental Ordinance, to:

(i) the purchase of Obligations of the series and maturity for which such Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the Redemption Price payable from Sinking Fund Installments for such Obligations when such Obligations are redeemable by application of said installments plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as is specified in the Additional Supplemental Ordinance, or

(ii) the redemption of Obligations pursuant to the provisions of the applicable Additional Supplemental Ordinance authorizing such Obligations, if then redeemable by their terms, at a price not exceeding the Redemption Price.

(d) If a stated Interest Payment Date or a Principal Payment Date, or a date fixed for redemption of Obligations or Parity Credit Agreement Obligations, is not a Business Day, then the Interest Payment Date, Principal Payment Date or redemption date will be deemed to be the next succeeding Business Day and no interest will accrue between the stated day and the applicable succeeding Business Day.

Debt Service Reserve Fund. (a) Moneys on deposit in or required by a Credit Agreement to be deposited to the Debt Service Reserve Fund shall be used solely and exclusively for the purposes of making transfers to the Debt Service Fund in the event the moneys in the Debt Service Fund are not sufficient to make transfers to the Paying Agents, or payments to Credit Providers for the payment of Parity Credit Agreement Obligations, on the dates and in the full amounts required by the Master Bond Ordinance, by any Additional Supplemental Ordinance, or by any Credit Agreement.

(b) Subject to the rights reserved in the immediately following paragraph (c), the Debt Service Reserve Fund shall be established and maintained in an amount equal to the Debt Service Reserve Requirement, as such amount is determined in accordance with the following paragraphs of this subcaption, to-wit:

(i) The amount of the Debt Service Reserve Requirement to be deposited and maintained in the Debt Service Reserve Fund on account of the Prior Obligations is an amount equal to the average annual Debt Service on and with respect to the Prior Obligations calculated as of November 1 of each year, unless otherwise directed by the Board; and

(ii) The amount of the Debt Service Reserve Requirement to be deposited, accumulated, and maintained, or alternatively funded in accordance with the immediately following paragraph (c) on account of each respective series of Additional Obligations will be established and funded, or funding will be provided therefor, in accordance with the provisions of Additional Supplemental Ordinances authorizing their issuance, but will be in an amount that is not less than the average annual Debt Service that will be required to be paid on or with respect to such Additional Obligations that are from time to time Outstanding, except that no increase in the Debt Service Reserve Requirement is required on account of any series of Interim Obligations that are secured, guaranteed, or insured by a Credit Provider.

For the purposes of this paragraph (b), computations with respect to Variable Interest Rate Obligations will be made by applying the applicable Standard Assumptions.

(c) The Debt Service Reserve Requirement required on account of the issuance of each respective series of Additional Obligations will be funded either (i) by including the required amount in the principal amount of the Obligations being issued, (ii) by requiring the required amount to be deposited to the Debt Service Reserve Fund from Gross Revenues in approximately equal monthly installments over a period not exceeding sixty (60) months following the delivery of such Additional Obligations, respectfully, (iii) by entering into one or more Credit Agreements, such as surety, insurance, other similar contracts, letters of credit and similar arrangements, with an insurance company or companies or a bank or banks, insuring or providing amounts up to the portion of the Debt Service Reserve Requirement applicable to the Obligations being issued, or (iv) by any combination of such methods. Such Credit Agreements must provide for the payment of the principal of and interest on the Obligations when due, and in order to avoid a default thereof, up to an amount equal to the Debt Service Reserve Requirement applicable to the Obligations to which they relate, to the extent cash funds in the Debt Service Reserve Fund do not contain the amount required to be on deposit therein from time to time. The total dollar amount of the insured or guaranteed liability under the Credit Agreement with respect to the payment of such Obligations will be deemed for all purposes of the Master Bond Ordinance to satisfy a corresponding amount of the Debt Service Reserve Requirement. In order for a Credit Agreement to be effective in satisfying in whole or in part the Debt Service Reserve Requirement, the execution of such Credit Agreement must not result in or cause the then underlying credit rating on the Obligations to be lowered or withdrawn by a majority of the credit rating agencies then having a contract credit rating with respect to the Obligations. A determination by the Cities that the terms and provisions of a particular Credit Agreement are in compliance with the requirements of this subcaption is conclusive. To the extent such agreements or contracts are entered into, the Cities may pay the costs thereof from amounts that would otherwise be deposited to the Debt Service Reserve Fund as described in clause (iii) of the second paragraph under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds.**"

If, at any time, a transfer is required from the Debt Service Reserve Fund for the purposes stated in paragraph (a) of this subcaption, the Board will make such transfer on the dates on which transfers are required to be made to the Paying Agents under the Master Bond Ordinance or an Additional Supplemental Ordinance.

Subject to such limitations as may be contained in an Additional Supplemental Ordinance, the Cities have the right and option to apply money in the Debt Service Reserve Fund to redeem Obligations or to pay related Parity Credit Agreement Obligations in advance of their maturity date when and if the same are subject to redemption at the option of the Cities in an amount by which the redemption lowers the Debt Service Reserve Requirement.

Any funds on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement from time to time may be transferred to the Debt Service Fund or, at the discretion of the Board, may be applied to pay Costs of the Airport, or transferred to the Operating Revenue and Expense Fund.

Capital Improvements Fund. (a) Moneys transferred to the Capital Improvements Fund, as described above in the second to last paragraph under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds,**" shall be used for any purpose permitted by Applicable Law related to the Airport.

(b) Notwithstanding the above provisions of this subcaption, moneys on deposit in the Capital Improvements Fund will be used to prevent a default in the payment of any Obligations or Parity Credit Agreement Obligations.

Restoration of Deficiencies. Should the Debt Service Fund or the Debt Service Reserve Fund, or any other fund or account of any of the types described in the second paragraph under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**," contain less than the amount required to be on deposit therein, then such deficiency will be restored from Pledged Revenues over a period not longer than sixty (60) months, and further transfers to the Capital Improvements Fund pursuant to the penultimate paragraph under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**" will be suspended until such deficiency has been restored.

Construction Fund. Except as otherwise provided in the Master Bond Ordinance or in an Additional Supplemental Ordinance,[*] moneys deposited in the Construction Fund and the moneys within said Fund shall be used solely for the purpose of defraying a part of the Costs of the Airport. Disbursements from the Construction Fund will be made pursuant to the customary practices of the Airport. All disbursements from the Construction funds shall be accounted for and recorded in the appropriate records of the Airport. When improvements made with Obligation proceeds, will have been completed in accordance with the plans and specifications, and when all amounts due, including all proper incidental expenses, will have been paid, the Authorized Officer shall file with the Board a certificate so stating, and thereupon the Board shall cause the transfer of all moneys remaining in the Construction Fund, if any, to the Capital Improvements Fund.

Investments. Subject to restrictions set forth in a Credit Agreement, if any, amounts in any fund or account may, to the extent permitted by Applicable Law, be invested in Investment Securities. All investments will be made by or upon written instruction of an Authorized Officer in accordance with Applicable Law and the Board's investment policy approved by the Board from time to time. Such investments will mature in such amounts and at such times as may, in the judgment of such Authorized Officer, be necessary to provide funds when needed to make timely payments from such fund or account. In order to avoid loss in the event of a need for funds, the Board may, in lieu of a liquidation of investments in the fund or account needing funds, exchange

[*] The Sixty-Eighth Supplement provides that the income or interest earned from the investment of Bond proceeds deposited in the Construction Fund may be used by the Board for deposit to the Debt Service Fund; provided the Board shall first receive an opinion of nationally recognized bond counsel that such use will not adversely affect the exemption from federal income taxation of interest on the Bonds.

such investments for investments in another fund or account that may be liquidated at no, or at a reduced, loss.

Except as otherwise provided in the Master Bond Ordinance, obligations purchased as an investment of moneys in any fund or account created in or confirmed by the Master Bond Ordinance will be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof will be retained in, credited or charged, as the case may be, to such fund or account. It is provided, however, that earnings may be used as provided in the fourth paragraph under the subcaption **"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds" and in an Additional Supplemental Ordinance.**

In computing the amount in the Debt Service Reserve Fund, obligations purchased as an investment of moneys therein shall be valued at their Market Value annually prior to the adoption of the annual budget for the Airport.

Except as otherwise provided in the Master Bond Ordinance, the Board will sell or cause to be sold at the best price obtainable, or present for redemption or exchange, any Investment Security purchased as an investment pursuant to the Master Bond Ordinance whenever it is necessary in order to provide moneys to meet any payment or transfer from the fund or account for which such investment was made.

To the extent not invested in Investment Securities, funds and accounts shall be fully secured in the same manner as is required for the public funds of the Board.

Effect of Deposits With Paying Agents. (a) Whenever Pledged Revenues are on deposit with a Paying Agent in the amounts required in an Outstanding Ordinance, or in an Additional Supplemental Ordinance, then the Cities and the Board will be released from any further obligations of payment of the interest on or the principal or Redemption Price of Obligations with respect to which the deposits and transfers were made. The Holders of the Obligations with respect to which such moneys are held shall look solely to the appropriate Paying Agents for payment of the interest on or the principal or Redemption Price of the applicable Obligations from such moneys.

(b) Moneys transferred to a Paying Agent will be set aside and continuously held uninvested (unless otherwise provided in an Outstanding Ordinance or in an Additional Supplemental Ordinance) in a special trust fund or account held by the Paying Agent and will be used for the sole and exclusive purpose of paying the amounts due and owing on the Obligations with respect to which such transfers were made and upon demand for such payment by the proper Holders. Any moneys remaining unclaimed for a period specified in any Applicable Law relating to the escheat of property or money will be distributed by the Paying Agent in accordance with such law.

(c) Obligations, for the full payment of the principal amount or Redemption Price of which moneys have been provided to the appropriate Paying Agents as described in this subcaption, will no longer be deemed to be Outstanding from and after the maturity or redemption date thereof and all interest thereon will cease to accrue from and after said date.

(d) Notwithstanding the provisions of paragraphs (a) and (b) of this subcaption, an Additional Supplemental Ordinance may require the payment of amounts deposited with the Paying Agent to be paid to a Credit Provider if offsetting and comparable amounts are deposited by the Credit Provider with the applicable Paying Agent for the purpose of making direct payment to the Holders of the applicable Obligations.

Additional Indebtedness

Additional Obligations. No Additional Obligations will be issued under the Master Bond Ordinance unless the following instruments are executed:

(i) A certificate, dated as of the date of delivery of the Additional Obligations, executed by an Authorized Officer, certifying, in effect, that:

(A) All conditions precedent have been satisfied which are provided for in the Master Bond Ordinance and in each Additional Supplemental Ordinance, the provisions of which relate to or further restrict the issuance of Additional Obligations; and

(B) No Event of Default has occurred and is then continuing under the Master Bond Ordinance or under any Additional Supplemental Ordinances that will not be cured by the issuance of the Additional Obligations; and

(ii) A written order, executed by an Authorized Officer, directing that the Additional Obligations will be authenticated if the same are required to be authenticated under the terms of the Additional Supplemental Ordinance; and

(iii) A Certificate executed by an Authorized Officer certifying that the Cities have received at least one of the following:

(A) An Airport Consultant's written report or Certificate of an Authorized Officer setting forth projections of Gross Revenues and Operation and Maintenance Expenses, and the report indicates that (I) the estimated Net Revenues for each of three (3) consecutive FYs beginning with the first FY in which Debt Service is due on or with respect to the Additional Obligations proposed to be issued, and for the payment of which provision has not been made as indicated in the report of such Airport Consultant or Certificate of an Authorized Officer from the proceeds of such Additional Obligations and/or from interest that has been capitalized from the proceeds of previously issued Obligations, are equal to at least 125% of the Debt Service that will be due and owing and scheduled to be paid during each of such three (3) consecutive FYs, after taking into consideration any additional Debt Service to be paid during such period on or with respect to the Additional Obligations then proposed to be issued and any reduction in Debt Service that may result from the issuance thereof, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations and (II) the schedule of rentals, rates and charges then in effect meets the requirements described in clause (iii) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Particular Covenants—Rates, Charges and Free Use of Land**"; or

(B) A certificate, executed by the Chief Financial Officer of the Board, showing that (I) for either the Board's most recent complete FY, or for any consecutive twelve (12) out of the most recent eighteen (18) months, the Net Revenues were equal to at least 125% of the maximum Debt Service on or with respect to all Outstanding Obligations and Parity Credit Agreement Obligations scheduled to be paid during the then current or any future FY after taking into consideration the issuance of the Additional Obligations then proposed to be issued, and after applying the Standard Assumptions with respect to Outstanding or proposed Interim Obligations or Variable Interest Rate Obligations and (II) the schedule of rentals, rates and charges then in effect meets the requirements described in clause (iii) under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Particular Covenants—Rates, Charges and Free Use of Land**."

The Cities will include in each Additional Supplemental Ordinance authorizing the issuance of Additional Obligations a requirement that an amount equal to the Debt Service Reserve Requirement will be deposited into or made available for the purposes of the Debt Service Reserve Fund or the Debt Service Fund, either (i) by including the required amount in the principal amount of the Obligations being issued, (ii) by requiring the required amount to be deposited to the Debt Service Reserve Fund from Gross Revenues in approximately equal monthly installments over a period not exceeding sixty (60) months following the delivery of such Additional Obligations, respectively, (iii) by executing a Credit Agreement with one or more qualified Credit Provider(s) as described in paragraph (c) under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Debt Service Reserve Fund**" by which the Credit Provider(s) agree(s) to make deposits to either the Debt Service Reserve Fund or the Debt Service Fund in an amount equal to or greater than the amount of the Debt Service Reserve Requirement allocable to the Obligations being issued, in either case, if necessary to pay the Obligations and the Parity Credit Agreement Obligations when due, or (iv) any combination of the methods permitted by clauses (i) through (iii).

Subordinate Lien Obligations. The Cities reserve the right (i) to issue bonds, notes or other obligations for the purpose of further developing, improving, repairing, or maintaining the Airport, or refunding and refinancing previously issued or created indebtedness of the Cities relating to the Airport, and (ii) to enter into Credit Agreements creating Credit Agreement Obligations in connection therewith, that are, in each case, secured by and payable solely from the money on deposit from time to time in a special fund or account described pursuant to clause (v) under the second paragraph under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Flow of Funds**," upon and having such terms, conditions, and provisions as the Cities deem appropriate, and, if desired, to additionally pledge Special Revenues thereto.

Subordinate Lien Obligations, and Credit Agreement Obligations created in connection therewith, if any, will be authorized, and their terms and provisions prescribed, in Additional Supplemental Ordinances.

Special Revenue Bonds. The Cities reserve the right (i) to issue bonds, notes or other obligations for the purpose of paying Costs of the Airport or otherwise further developing, improving, repairing, expanding, or maintaining the Airport, or refunding and refinancing previously issued or created indebtedness of the Cities relating to the Airport, and (ii) to enter into related credit support agreements having such terms as are permitted by Applicable Law, that are, in each case, exclusively or partially secured by and payable from a first and superior lien on Special Revenues for such purposes, in such form, and having such terms and provisions as are permitted by Applicable Law.

The rights of the Cities described in the paragraph immediately above include, but are not limited to, the right to pledge Special Revenues to the payment of, and as additional security for, Subordinate Lien Obligations.

Special Revenues, when and while they are pledged to secure the payment of Special Revenue Bonds or Subordinate Lien Obligations may be deposited to such funds and accounts of the Board as may be required by Applicable Law or as directed in the documents and agreements authorizing or relating to their issuance.

Special Revenue Bonds may be authorized, and their terms prescribed, in such ordinances, resolutions, indentures, or other proceedings as determined by the Cities.

Parity Credit Agreement Obligations. Parity Credit Agreement Obligations and the rights and obligations of the Credit Providers holding the same will be as specifically provided in Additional Supplemental Ordinances.

Special Facility Bonds. The Cities have the right to enter into contracts, leases or other agreements pursuant to which the Board will agree to construct and pay all costs of construction of Special Facilities to be financed by the issuance by the Cities of Special Facility Bonds. Such costs shall include all of the items enumerated in the definition of Costs of the Airport. Such bonds may be issued upon and subject to certain conditions, including the following:

(i) A Net Rent Lease will be entered into between the parties thereto pursuant to which the lessee agrees to the matters specified in the definition of such term and agrees to cause the payments there required and the rentals therein to be payable over a period not longer than the latest maturity of the Special Facility Bonds.

(ii) A second lease, the "Ground Lease," for at least the same term as the Net Rent Lease, will be entered into between the parties to provide for additional rentals for the ground upon which such Special Facilities are to be located, which Ground Lease will provide for rental payments to the Board payable in periodic installments in amounts not less than as required pursuant to a schedule or schedules for rental of ground space at the Airport as fixed from time to time by the Board, which ground rental payments will constitute a part of Gross Revenues.

(iii) No Special Facility Bonds will ever be payable in whole or in part from Gross Revenues. After such Special Facility Bonds have been fully paid and retired all revenues derived from the leasing or operation or use of such Special Facilities will be a part of Gross Revenues and will be subject to all provisions of the Master Bond Ordinance relating thereto.

Particular Covenants

Rates, Charges and Free Use of Land. The Cities covenant and agree as follows:

(i) The Board will fix, place into effect, directly or through leases, contracts or agreements with users of the Airport, a schedule of rentals, rates, fees and charges for the use, operation and occupancy of the Airport premises and Facilities and the services appertaining thereto, which is reasonably estimated to produce the amounts provided in paragraphs (ii) and (iii), next below. From time to time and as often as it appears necessary, the Chief Executive Officer of the Airport and other Authorized Officers will make recommendations to the Board as to the revision of the schedule of rentals, rates, fees and charges. Upon receiving such recommendations, the Board will revise, insofar as it may legally do so, the rentals, rates, fees and charges for the use, operation and occupancy of the Airport, its Facilities, and the services appertaining thereto in order continually to fulfill the requirements of this covenant. This covenant will not be construed to require adjustment or revision in long-term agreements which by their terms are not subject to adjustment or revision.

(ii) The schedule of rentals, rates, fees and charges required by paragraph (i), next above, will be at least sufficient to produce in each FY Gross Revenues sufficient to pay (a) the Operation and Maintenance Expenses, plus (b) 1.25 times the amount of Accrued Aggregate Debt Service accruing during each FY, respectively, plus (c) an amount equal to the amounts required to pay any other obligations payable from Gross Revenues of the Airport, including Subordinate Lien Obligations, but excluding Special Revenue Bonds and Special Facility Bonds, and plus (d) any additional amounts required by the terms of an Additional Supplemental Ordinance.

(iii) The schedule of rentals, rates, fees and charges required by paragraph (i), next above, will be at least sufficient to produce in each FY Current Gross Revenues sufficient to pay the amounts provided in clauses (a), (c) and (d) of paragraph (ii), next above, plus 1.00 times the amount of Accrued Aggregate Debt Service accruing during each FY, respectively.

(iv) The Board will cause all rentals, fees, rates and charges pertaining to the Airport to be collected when and as due, will prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment for the rental, use, operation and occupancy of and services by the Airport, and will provide methods of collection and penalties to the end that the Gross Revenues and the Current Gross Revenues will be adequate to meet the respective requirements hereof.

(v) To the full extent lawfully permissible, no free use of the land, public roads and ways comprising a part of the Airport will be allowed or permitted for commercial purposes by private or commercial concerns providing direct service to the traveling public, and no rights-of-way, easements, access or uses on or across said lands or public roads and ways for commercial purposes will be granted except through easements, franchises or permits granted, and for consideration fixed, by the Board.

Budgets and Expenditures. (a) For each FY, the Board will, in accordance with the terms, provisions and requirements of the Contract and Agreement, prepare and annually submit to the Cities an annual budget containing estimates of expenditures and anticipated Gross Revenues for the next ensuing FY.

(b) All Operation and Maintenance Expenses will be reasonable and the total expenditures for the purchase of services, goods or commodities will not exceed in any year the total expenditures thus set forth in the annual budget except on the express approval of the Board and the Cities in accordance with the Contract and Agreement.

Transfers of Airport and Facilities. So long as any Obligations are outstanding and unpaid, the Cities will not sell, transfer, or in any manner dispose of or otherwise alienate, any part of the property comprising the Airport. It is provided, however, that:

(1) the Cities may acquire additional property as an extension to the Airport additional to that reflected within the preliminary boundaries contained in the Board's overall preliminary plan of the Airport and will be authorized to grant rights of foreclosure in connection with mortgages, pledges, or other encumbrances of the land or revenues thereof fixed in connection with such acquisition and the Special Facilities to be placed therein, such mortgages and pledges being authorized subject to the restrictions applicable to Special Facilities; and

(2) the Cities have the right to sell or otherwise dispose of any property, real or personal, which is no longer necessary, appropriate or required for the use of, profitable to, or for

the best interests of the Board in operation of the Airport. The net proceeds of any sale pursuant to this provision will be used for the purpose of replacing properties or equipment at the Airport, if necessary, or will be deposited into the Capital Improvements Fund; except that the proceeds from the sales of surplus land may be distributed to the Cities as a return of capital under the Contract and Agreement.

Notwithstanding the provisions of the first paragraph of this subcaption, the Cities retain, reserve, and have the right and privilege of transferring, selling, leasing or disposing of the entire properties and Facilities constituting the Airport to another political body or political subdivision of the State of Texas which is authorized by law to own and operate airports, subject to the following conditions, to-wit:

(1) The governing body of such political entity by lawfully adopted and effective ordinance, order, resolution or by other appropriate action, expressly and unequivocally assumes each and every, all and singular, the covenants, obligations, duties and responsibilities of the Cities and the Board imposed by the Master Bond Ordinance, the Outstanding Ordinances and all ordinances supplemental thereto or adopted in connection with the issuance of any future issues of Obligations.

(2) If such properties and Facilities comprising the Airport are sold to such political body and such sale is on a deferred-payment basis, such deferred payment will be junior and subordinate to all payments required to be made to or on account of any Obligations from time to time outstanding; or, if the purchase price is to be made in cash at the time of sale, no part thereof shall be or shall have been derived from Gross Revenues.

The Contract and Agreement. The Cities covenant and agree for the benefit of the Holders of the Obligations that they will honor, fulfill, and enforce the Contract and Agreement between themselves, as amended. The Cities reserve the right by mutual agreement to additionally amend or supplement the Contract and Agreement from time to time in such respects as they consider appropriate so long as the effect of such amendment will not be to impair or diminish the rights of the Holders of Obligations; and they have the right to dissolve the Contract and Agreement upon transfer of the Airport in accordance with the Master Bond Ordinance.

Standard of Operation. The Airport will be maintained in an efficient, operating condition; and such improvements, enlargements, extensions, repairs and betterments will be made thereto as are necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times, to maintain it in good repair, working order and operating condition; and such standards will be maintained as may be required in order that the same will be approved by all proper and competent agencies of the Federal Government for the landing and taking-off of Aircraft operating in scheduled service, and as a terminal point of the Cities for the receipt and dispatch of passengers, property and mail by Aircraft.

Rules and Regulations. The Board will establish and enforce reasonable rules and regulations for the use and occupancy, management, control, operation, care, repair and maintenance of the Airport. The Board will comply with all valid acts, rules, regulations, orders and directives of any executive, administrative or judicial body applicable to the Airport, unless the same are contested in good faith, all to the end that it will remain operative at all times.

Federal Financial Assistance. The Board will, insofar as it may legally do so, maintain, preserve, keep, and operate the Airport in such manner as will qualify the Airport to receive maximum financial aid from Federal or State sources, which aid may be sought and procured if available on fair and reasonable terms (in the sole opinion of the Board) which are not inconsistent with the provisions of the Master Bond Ordinance and when in the best interests of the overall financial and operating conditions of the Airport and the Joint Airport Fund.

Casualty Insurance. Except to the extent provided by others, the Board will at all times maintain insurance for such of the Facilities, in such amounts (including deductible amounts) and against such losses or damages, as are customarily insured by the owners of publicly-owned properties, including airports, having similar properties and operations as the Airport. All such insurance maintained by the Board will be either obtained from a responsible insurance company or companies authorized to do business in the State, to the extent such insurance is obtainable at commercially reasonable rates, or provided through a program of self-insurance.

The Board will annually determine, following consultation with an Independent Insurance Consultant or the Risk Manager, the Facilities to be insured and the type and amount (including deductible amounts) of insurance to be obtained by the Board.

Use and Occupancy, Liability, and Other Insurance. The Board, subject to the approval of the City Attorneys of the Cities, may carry with a responsible insurance company or companies authorized and qualified under the laws of the State of Texas insurance covering the risk of loss of revenues during necessary interruptions, total or partial, due to damage or destruction of the Airport, however caused, upon and subject to the following conditions:

(1) Such requirement is only to the extent not provided for in leases and agreements with the Board, and in any event will be in such amount as the Chief Executive Officer estimates as being sufficient to provide a full normal income during the period of interruption.

(2) Such insurance covers a reasonable period of reconstruction, as estimated by the Chief Executive Officer; and the same may exclude losses sustained by the Cities during the first fourteen (14) days of any total or partial interruption of use.

(3) If at any time the Board is unable to obtain such insurance to the extent above required, at reasonable prices, it will carry such insurance to the extent reasonably obtainable.

In ascertaining a full normal income for such insurance, the Chief Executive Officer will give consideration to the expected, as well as current and prior revenues, from the leasing or other operation or use of such facilities or from other sources, and may also make allowances for any probable decrease in operation and maintenance costs while use is interrupted. Any proceeds of such insurance will be deposited to the credit of the Operating Revenue and Expense Fund and will be subject to the uses and applied as provided for moneys in said Fund.

Insurance in the form and amount recommended by the City Attorneys of the Cities will be obtained insuring against liability to any person sustaining death, bodily injury or property damage by reason of material defects or want of repair in or about the Airport, or by reason of the negligence of any employee, and against such other liability to persons and property to the extent attributed to the ownership and operation of the Airport.

Land Title and Rights. No funds from the proceeds of Obligations will be paid for labor or to contractors, builders or materialmen on account of the construction, improvement or enlargement of the Airport unless such improvements or enlargements are located on lands good and marketable title to which is owned or can be acquired by the Cities in fee simple, or over which the Cities have acquired or can acquire easements or rights sufficient for the purposes of such improvements and enlargements. Additionally, no payments will ever be made from the proceeds of any Obligations for the acquisition of real property or any interest therein unless and until the Cities have received an opinion of the City Attorneys of the Cities to the effect that upon acquisition all necessary and good and sufficient title to such property or the interest therein to be acquired, free and clear of encumbrances, will be vested in the Cities and subject to the control and jurisdiction of the Board pursuant to the terms of the Contract and Agreement.

Encumbrances by Cities, Board, or Others. The Cities will not issue any bonds or other obligations payable from the Gross Revenues or Net Revenues and having a lien on a parity with or senior to the Obligations, except as provided in the Master Bond Ordinance, and it is covenanted and agreed that no mortgages or other liens of any kind shall be permitted to be attached or imposed upon any lands constituting a part of the Airport, except as expressly provided otherwise in the Master Bond Ordinance. Additionally the Board shall require the inclusion in all Net Rent Leases and Ground Leases provisions to the effect that the same are taken subject to the terms and provisions of the Master Bond Ordinance; that the lessee shall not enter into any contracts of a nature such that liens of any nature or kind are permitted to become attached to the remainder interests of the Board and the Cities thereunder; that the holders of such leasehold interests, when rendering or otherwise declaring the fair market value thereof, within the taxing jurisdictions in which situated and when required by law, shall render the fair market value of the lessee's interest, irrespective of the term thereof, based upon the value of a comparable facility situated on private property. All or other interest in the Board as Airport and publicly owned property, including the remainder or other interest, shall be and remain always exempt from and not subject to ad valorem taxation. The holders of such leases shall never suffer or permit to be imposed or attached to any such leasehold interests any liens for taxes. No action or default on the part of such lessees shall be construed to create a lien on the interests of the Cities in such Facilities or land.

Representations as to Pledged Funds and Pledged Revenues. The Cities represent and warrant that they are authorized by Applicable Law to authorize and issue the Obligations and to pledge the Pledged Funds and Pledged Revenues in the manner and to the extent provided in the Master Bond Ordinance, and that the Pledged Funds and Pledged Revenues so pledged are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by the Master Bond Ordinance except as expressly provided in the Master Bond Ordinance for Obligations and Parity Credit Agreement Obligations.

The Obligations and the provisions of the Master Bond Ordinance are and will be the valid and legally enforceable special obligations of the Cities in accordance with their terms and the terms of the Master Bond Ordinance, subject only to any applicable bankruptcy or insolvency laws or to any Applicable Law affecting creditors' rights generally.

The Cities will at all times, to the extent permitted by Applicable Law, defend, preserve and protect the pledge of the Pledged Funds and Pledged Revenues and all the rights of the Holders and the Credit Providers under the Master Bond Ordinance and all Credit Agreements against all claims and demands of all persons whomsoever.

Events of Default

Description. Each of the following occurrences or events for the purposes of the Master Bond Ordinance is an "Event of Default."

(1) The failure to make payment of the Principal Installment of any of the Obligations when the same become due and payable;

(2) The failure to pay any installment of interest on Obligations when the same become due and payable;

(3) The failure to pay when due any amounts, whether principal, interest, or other payment, that are due and owing on any Parity Credit Agreement Obligations and such failure continues for a period of sixty (60) days after the due date thereof;

(4) Default in any covenant, undertaking, or commitment contained in the Contract and Agreement, the failure to perform which materially affects the rights of the Holders, including, but not limited to, their prospect or ability to be repaid in accordance with the terms and provisions of the Master Bond Ordinance, and the continuation thereof for a period of sixty (60) days after written notice of such default by any Holder;

(5) The Cities or the Board discontinue or unreasonably delay or fail to carry out with reasonable dispatch the reconstruction of any part of the Airport which is destroyed or damaged and which materially affects the revenue producing capacity thereof;

(6) An order or decree is entered by a court of competent jurisdiction with the consent and acquiescence of the Cities appointing a receiver or receivers for the Airport or of the rentals, rates, revenues, fees or charges derived therefrom; or if any order or decree having been entered without the consent and acquiescence of the Cities is not vacated or discharged or stayed on appeal within ninety (90) days after entry; and

(7) The Cities default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Obligations, or a Parity Credit Agreement Obligation, or in the Master Bond Ordinance, or in any of the provisions of the Outstanding Ordinances that are continued, restated, or incorporated into the Master Bond Ordinance or in an Additional Supplemental Ordinance, and if such default continues for thirty (30) days after written notice specify such default and requiring the same to be remedied shall have been given to the Cities or to the Board by the Holders of not less than two percent (2%) in aggregate principal amount of the Obligations then Outstanding, or by a Credit Provider that is granted the authority to give and to withdraw such notices under the terms of an Additional Supplemental Ordinance.

Remedies for Defaults. Upon the happening and continuance of any of the Events of Default as provided in the preceding subcaption, then and in every case any Holder and any Credit Provider holding Parity Credit Agreement Obligations, including, but not limited to, a trustee or trustees therefor, may proceed against the Cities and the Board, for the purpose of protecting and enforcing the rights of the Holders and Credit Providers holding Parity Credit Agreement Obligations under the Master Bond Ordinance and any Additional Supplemental Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained in the Master Bond Ordinance or in any Outstanding Ordinance, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of the Holders or of Credit Providers holding Parity Credit Agreement Obligations under the Master Bond Ordinance or any combination of such remedies. It is provided, however, that all of such proceedings at law or in equity will be instituted, strictly subject to the provisions of the Master Bond Ordinance, and will be had and maintained for the equal benefit of all Holders, and, as applicable, the Credit

Providers holding Parity Credit Agreement Obligations. Each right or privilege of any Holders and of any Credit Provider holding a Parity Credit Agreement Obligation (or trustee therefor) is in addition to and cumulative of any other right or privilege and the exercise of any right or privilege by or on behalf of any Holders or Credit Provider holding Parity Credit Agreement Obligations will not be deemed a waiver of any other right or privilege thereof.

Pursuant to the Sixty-Eighth Supplement, 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 for the Bonds is expressly denied by the Sixty-Eighth Supplement.

Amendments

Additional Supplemental Ordinances Without Holders' Consent. (a) Subject to any limitations contained in an Additional Supplemental Ordinance, the Cities may, from time to time and at any time, adopt and implement Additional Supplemental Ordinances without consent of or notice to the Holders, for the following purposes:

(i) To cure any formal defect, omission or ambiguity in the Master Bond Ordinance if such action is not adverse to the interest of the Holders or to the Credit Providers holding the Parity Credit Agreement Obligations;

(ii) To grant to or confer upon the Holders of any series of Obligations any additional rights, remedies, powers, authority or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with the Master Bond Ordinance as theretofore in effect;

(iii) To add to the covenants and agreements of the Cities and the Board in the Master Bond Ordinance, other covenants and agreements to be observed by the Cities and the Board which are not contrary to or inconsistent with the Master Bond Ordinance as theretofore in effect;

(iv) To add to the limitations and restrictions in the Master Bond Ordinance, other limitations and restrictions to be observed by the Cities which are not contrary to or inconsistent with the Master Bond Ordinance as theretofore in effect;

(v) To confirm, as further assurance, any pledge or lien created or to be created by the Master Bond Ordinance, of the Pledged Funds and Pledged Revenues, or to subject to the lien or pledge of the Master Bond Ordinance additional revenues, properties or collateral;

(vi) To authorize the issuance of the Additional Obligations, and Subordinate Lien Obligations and to prescribe the terms, forms and details thereof not inconsistent with the Master Bond Ordinance and, in connection therewith, to create such additional funds and accounts, and to effect such amendments of the Master Bond Ordinance as may be necessary for such issuance, provided that no Additional Supplemental Ordinance will be inconsistent with the limitations described under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Amendments—Powers of Amendment**"; or

(vii) To make modifications in the Master Bond Ordinance or in an Additional Supplemental Ordinance that are necessary in the opinion of bond counsel selected by the Cities to conform to requirements of federal tax or securities law or other Applicable Law and that do not, in the opinion of such counsel, adversely affect the rights and security of the Holders to be paid in full when due.

(b) Additional Supplemental Ordinances adopted for any of the purposes permitted by this subcaption need not, in order to be valid, be signed or accepted by any other Person. Copies of all Additional Supplemental Ordinances and Credit Agreements will be filed with each Credit Provider and the Paying Agent.

Powers of Amendment. Any modification or amendment of the Master Bond Ordinance and of the rights and obligations of the Cities and the Board and of the Holders may be made by an Additional Supplemental Ordinance, with the written consent (i) of the Holders of a majority of the combined principal amount of the Obligations then Outstanding, or (ii) in case less than all of the several series of Obligations then Outstanding are affected by the modification or amendment, of the Holders of more than a majority in principal amount of the Obligations of each series so affected and Outstanding at the time such consent is given; provided, however, no such modification or amendment will permit a change in the terms of redemption or maturity of the principal of any Outstanding Obligation, or of any installment of interest thereon, or a reduction in the principal amount of the Redemption Price thereof, or in the rate of interest thereon, without the consent of the Holder of such Obligation, and provided further that no such modification or amendment may be made without the prior written consent of such of the Credit Providers as are granted the right of such consent under the provisions of an Additional Supplemental Ordinance. The Cities may obtain and receive an opinion of counsel selected by the Cities, as conclusive evidence as to whether Obligations of any particular series or maturity would be so affected by any such modification or amendment of the Master Bond Ordinance.

Consent of Holders or Credit Providers. (a) The Cities may at any time adopt an Additional Supplemental Ordinance making a modification or amendment as set forth under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Amendments—Powers of Amendment**," to take effect when and as provided in this paragraph (a) or in paragraph (b) of this caption. A copy of such Additional Supplemental Ordinance (or brief summary thereof or reference thereto) together with a request for consent addressed to the Holders whose consent is required, will promptly after adoption be mailed by the Board to the appropriate Holders (but failure to mail such copy and request will not affect the validity of the Additional Supplemental Ordinance when consented to as herein provided). Such Additional Supplemental Ordinance will not be effective unless and until the Cities will have received the written consents of the proper Holders having the percentages described in the immediately preceding subcaption. Any such consent will be continuously binding upon the Holder giving such consent and upon any subsequent Holder thereof and of any Obligations issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder thereof by filing with the Cities, prior to the time action is taken in response to such consents. At any time thereafter notice, stating in substance that the Additional Supplemental Ordinance (which may be referred to as an Additional Supplemental Ordinance adopted by the Cities on a stated date) has been consented to by the Holders of the required percentages of Obligations and will be effective as hereinafter described, will be given to the Holders (whose consent was required) by the Cities by mailing such notice to such Holders (but failure to mail such notice will not prevent such Additional Supplemental Ordinance from becoming effective and binding). The Additional Supplemental Ordinance making such amendment or modification will be conclusively binding upon the Cities, the Board, each Paying Agent, all Holders, and all Credit Providers at the expiration of 30 days after the mailing by the Cities of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Additional Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 30-day period; provided, however, that the Cities and any Paying Agent during such 30-day period and any such further period during which any such action or proceeding may be pending will be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Additional Supplemental Ordinance as they may deem expedient.

(b) Unless the right is limited by the terms of an Additional Supplemental Ordinance, the Cities reserve and will have the continuing right to amend the Master Bond Ordinance as described under the subcaption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Amendments—Powers of Amendment**" and this subcaption, without the consent of or notice to the Holders as described under paragraph (a) of this subcaption, if such amendment is approved by each Credit Provider which is existing at the time the amendment is proposed by the Cities. Such right is hereby granted to such Credit Providers and the exercise of such right shall require no further action.

Discharge of Ordinance

Discharge by Payment. (a) When all Obligations and Subordinate Lien Obligations have been paid in full as to principal, interest and premium, if any, and all Credit Agreement Obligations and Administrative Expenses have been paid in full, or when all Obligations, Subordinate Lien Obligations and all Credit Agreement Obligations become due and payable, whether at maturity or by prior redemption and the Cities have provided for the payment of the whole amount due or to become due thereon by depositing with the Paying Agents the entire amount due and to become due thereon, and the Cities also have paid or caused to be paid all Administrative Expenses, then all of the terms, provisions, pledges and liens of the Master Bond Ordinance and any applicable Additional Supplemental Ordinances will be released.

(b) The terms, provisions, pledges and liens of the Master Bond Ordinance and any applicable Additional Supplemental Ordinances will be released on less than all of the Obligations as and to the extent funds are provided to the Paying Agents as described under the caption "**SUMMARY OF CERTAIN PROVISIONS OF THE MASTER BOND ORDINANCE—Funds and Flow of Funds—Effect of Deposits With Paying Agents.**"

Discharge by Defeasance. (a) Subject to compliance with the requirements of paragraph (b) immediately below, and of any Additional Supplemental Ordinance, the Cities reserve the right to discharge their obligations to pay the principal of, premium, if any, and interest and the purchase price (if tender provisions are applicable), on all or any portion of the Obligations, and their obligation to pay all Administrative Expenses and all Parity Credit Agreement Obligations and thereby to obtain a release of the terms, provisions, pledges and liens of the Master Bond Ordinance and any applicable Additional Supplemental Ordinances as to all or any part of the Obligations and related Parity Credit Agreement Obligations (i) by depositing or causing to be deposited with a trustee or escrow agent moneys derived from any lawful source, expressly including the issuance of Additional Obligations, which, together with the interest earned on or capital gains or profits to be realized from the investment of such moneys in "Government Securities" or in other investments authorized in clause (b)(iii) immediately below will be, as determined by a firm of independent and nationally recognized certified public accountants selected by the Cities, sufficient to pay the principal of, purchase price, if applicable, premium, if any, and interest on such Obligations to maturity, or to a date fixed by the Cities for the redemption of such Obligations, and to pay interest thereon to maturity or to the date fixed for redemption, and to pay all Administrative Expenses as may be reasonably estimated by the Cities to become payable under the Master Bond Ordinance on account of the Obligations being discharged by defeasance and to pay all other Parity Credit Agreement Obligations relating to the Obligations being discharged and estimated to become due and payable, and (ii) by delivering to said trustee or escrow agent irrevocable instructions of the Cities to make the payments described in clauses (b)(ii) and (b)(iii) immediately below by delivery to said trustee or escrow agent of a Certificate and an opinion of counsel selected by the Cities that all conditions precedent with respect to such defeasance have been complied with.

(b) To implement a defeasance of all or a part of the Obligations or related Parity Credit Agreement Obligations under paragraph (a) above, the Cities will make provision with said trustee or escrow agent for:

(i) the establishment of an irrevocable trust pursuant to a trust agreement creating a trust separate and apart from the Master Bond Ordinance and each applicable Outstanding Ordinance or Additional Supplemental Ordinance, and will therein deposit and maintain such moneys, Government Securities or other investments, interest earnings, profits and capital gains;

(ii) the payment, out of such moneys, Government Securities, and other investments to the Holders of the Obligations being defeased, or to Credit Providers with respect to Parity Credit Agreement Obligations, at their dates of maturity, or at the dates fixed for redemption, of the full amount to which the Holders of such Obligations and Credit Providers with respect to Parity Credit Agreement Obligations would be entitled in payment of principal, premium and interest to the dates of such maturity or redemption; and

(iii) the investment of such moneys at the direction of the Cities in either:

(A) Government Securities; or

(B) if the Obligations being defeased are insured by a Credit Provider that has issued and maintains in effect a policy of municipal bond insurance with respect to such Obligations, either in Government Securities or in such other investments as are authorized by Applicable Law and are approved by the Credit Provider issuing such policy, with all of such investments maturing in sufficient amounts and at such times as are necessary to make available the moneys required for the purposes stated in clause (ii), above, as determined by a firm of independent and nationally recognized certified public accountants selected by the Cities and acceptable to the Trustee.

(c) If Variable Interest Rate Obligations are to be defeased, the Maximum Interest Rate must be assumed unless a lesser, actual rate to maturity or applicable redemption date is ascertainable or unless a Credit Provider guarantees a lesser rate.

(d) After compliance with the requirements of paragraphs (a) and (b) immediately above, the Obligations and Parity Credit Agreement Obligations, with respect to which moneys have been provided and investments in government securities have been made, will no longer be Outstanding, and the terms, provisions, pledges and liens of the Master Bond Ordinance will be automatically released as to such Obligations and Parity Credit Agreement Obligations.

(e) For the purposes of this subcaption, “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Cities adopt or approve the proceedings authorizing the issuance of refunding bonds or, if such defeasance is not in connection with the issuance of refunding bonds, on the date the Cities provide for the funding of an escrow to effect the defeasance of Obligations or related Parity Credit Agreement Obligations, are rated as to investment quality by a nationally-recognized investment rating firm not less than “AAA” or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Cities adopt or approve the proceedings authorizing the issuance of refunding bonds or, if such defeasance is not in connection with the issuance of refunding bonds, on the date the Cities provide for the funding of an escrow to effect the defeasance of Obligations or related Parity Credit Agreement Obligations, are rated as to investment quality by a nationally-recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Obligations or related Parity Credit Agreement Obligations under the then applicable laws of the State of Texas.

APPENDIX D

ANNUAL FINANCIAL REPORT

The Annual Financial Report with respect to Dallas Fort Worth International Airport, including the Independent Auditor's Report of Plante & Moran, PLLC, Management's Discussion and Analysis and Basic Financial Statements for the FY ended September 30, 2023, is hereby incorporated by reference in this Official Statement. Such Annual Financial Report has been filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system at https://emma.msrb.org/P21790645-P21374611-P21813713.pdf.

Plante & Moran, PLLC has not performed any procedures on any of the Airport's Financial Statements or other financial information of the Airport including without limitation any of the information contained in this Official Statement, since the date of its Independent Auditor's Report and has not been asked to consent to the inclusion of its Report in the Official Statement.

APPENDIX E

DTC INFORMATION

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Airport as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Airport or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the Airport, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Airport or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Airport or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Airport may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this Section concerning DTC and DTC's book-entry system has been obtained from sources that the Airport believes to be reliable, but neither the Airport nor the Underwriters take any responsibility for the accuracy thereof.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Rolling Owner Controlled Insurance Program	

Action

That the Chief Executive Officer or designee be authorized to fund additional insurance coverage required for the Rolling Owner Controlled Insurance Program (ROCIP) through the Broker of Record, Willis Towers Watson of Texas, Inc., in the amount of $25,000,000.

Description

- The ROCIP program is the comprehensive insurance and risk management program expected to cover capital construction development projects and other significant construction projects during its applicable time period of five years 12/2022-12/2027.
- The ROCIP program also provides contractor site/safety control and risk mitigation which is critical during significant construction projects and results in lower costs to the Airport in claims.
- December 8, 2022, Board funding was approved in the amount of $22,897,400 (contract no. 8004141) to insure $1.5 billion in construction value with a term of 12/2022-12/2027.
- Due to additional construction projects, it is necessary to insure an additional $2 billion in insurance contract value at a cost of $25 million.

Justification

- With the addition of the following projects, total construction value is approximately $3.5B
    - ♦ Terminal E Reconfiguration
    - ♦ Terminal C South Garage & Roadways
    - ♦ Terminal F
    - ♦ DFW Southwest Hardstand Relocation
- The ROCIP meets the Board's strategic initiative of being cost competitive by removing the financial barriers of increased insurance premiums which levels the field for small and disadvantaged businesses which creates a comprehensive, economical, owner-controlled approach to managing the Boards liability exposures during long term capital development programs.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this Contract is 30%.
- Willis of Texas, Inc. has committed to achieving 41% M/WBE participation utilizing TLS Global Learning Solutions, Inc and is currently achieving 41.52%.

Schedule/Term

- The current term of five years remains and is not affected by this action.

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			NTE $25,000,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Catrina Gilbert 3-5535	Various			$25,000,000

Resolution #

Additional Information

- The work is performed under contract no. PA1175, ROCIP Broker of Record/Administrator Services, with Willis of Texas, Inc.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to fund additional insurance coverage required for the Rolling Owner Controlled Insurance Program (ROCIP) through the Broker of Record, Willis Towers Watson of Texas, Inc., in the amount of $25,000,000.

Approved as to Form by	Approved as to Funding by	Approved as to M/WBE by
Rodriguez, Elaine Legal Counsel Jul 18, 2024 3:25 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:02 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:02 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head

Jul 16, 2024 1:48 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Fiscal Year 2025 Operating Revenue and Expense Fund Budget	

Action
That the Airport Board approve the Fiscal Year 2025 Operating Revenue and Expense Fund Budget.

Description

- Approve the FY 2025 Operating Revenue and Expense Fund Budget (Fund 102) in the amount of $1,308.8 million (consisting of $713.9 million of operating expenses, $594.9 million of debt service and coverage and $10 million of Board contingency).
- The use of Board contingency requires Board Approval.
- Total Airline Cost is budgeted at $642 Million.
- Fiscal Year 2025 commences on October 1, 2024 and ends on September 30, 2025.

Justification

- Section 8J of the Contract and Agreement between the Cities of Dallas and Fort Worth requires the DFW Airport Board to approve the annual expenditures of the Airport (as included in the Operating Revenue and Expense Fund) and forward the approved budget to the Owner Cities by August 15 of each year, for approval by the Owner Cities by September 30 of each year.
- Pursuant to Resolution No. 2021-08-152, the Board reviewed the draft FY 2025 Operating Revenue and Expense Fund Budget and authorizes the CEO to submit it to the Owner Cities, and to update the submission for the final approved budget following approval by the Board.

D/S/M/WBE Information

- Not Applicable

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

For Information contact	Fund	Project #	External Funding Source	Amount
Abel Palacios 3-5445				$0

Resolution #

Additional Information

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board approve the Fiscal Year 2025 Operation Revenue and Expense Fund Budget.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:49 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:02 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:20 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Finance
Jul 17, 2024 1:31 pm

Pending

Chief Executive Officer Date

FY25 Total Expenditure Budget

Annual Expenditure (in Millions)	FY25 Budget
O&M	$ 713.9
Gross Debt	594.9
Total Expenditure Budget within rate base	$ 1,308.8
Board Contingency outside rate base	10.0
Total Budget with Contingency	$ 1,318.8

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Schedule of Charges for Fiscal Year 2025	

Action
That the Chief Executive Officer or designee be authorized to approve the Schedule of Charges as amended for Fiscal Year 2025.

Description

- The Schedule of Charges (SOC) is revised annually and distributed to tenants and users of airport facilities. It will be posted on the Airport's external website.
- The proposed SOC represents the rates and charges that support revenues shown in the proposed FY 2025 Budget.
- The Quick Reference guide summarizes changes to key rates, fees and charges. This is summary document is attached to the OBA. A full red-lined version of the FY 2025 SOC has been provided to the Board.
- The following airline rates will be effective October 1, 2024:
    - ♦ Signatory landing rate of $3.37 per thousand pounds.
    - ♦ Signatory terminal rental rate of $337.66 per square foot.
    - ♦ Preferential Terminal Rental Rate for Terminal A of $265.00 per square foot.
    - ♦ Preferential Terminal Rental Rate for Terminal B of $335.26 per square foot.
    - ♦ Preferential Terminal Rental Rate for Terminal C of $266.07 per square foot.
    - ♦ Preferential Terminal Rental Rate for Terminal D of $336.39 per square foot.
    - ♦ Preferential Terminal Rental Rate for Terminal E Satellite of $293.40 per square foot.
    - ♦ Signatory FIS rate of $8.55 per deplaned international passenger clearing E satellite customs.
    - ♦ Terminal common use gate turn rates vary based on aircraft type and charges are levied on a per use basis.
    - ♦ Employee transportation rate of $67 per tag per month.
- Full Schedule of Charges has been sent to board members.

Justification

- The OBA is required to comply with the terms of the Use Agreement.

D/S/M/WBE Information

- Not Applicable

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

For Information contact	Fund	Project #	External Funding Source	Amount
Abel Palacios 3-5445				$0

Resolution #

Additional Information

Additional Attachments: **Y**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to approve the Schedule of Charges as amended for Fiscal Year 2025.

Approved as to Form by	Approved as to Funding by	Approved as to M/WBE by
Rodriguez, Elaine Legal Counsel Jul 18, 2024 3:55 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:02 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:20 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Finance
Jul 17, 2024 1:32 pm

Pending

Chief Executive Officer Date

FY 2025~~4~~
SCHEDULE OF CHARGES
Red Lined Version #4

Finance Department

P.O. Box 619428
DFW Airport, Texas 75261-9428

QUICK REFERENCE GUIDE
(For additional detail, see each pertaining section)

AIRCRAFT OPERATIONS

Landing Fee Rates

Airline Type	Period	Fee	Units (1)
Signatory Airlines	~~10-01-23 09-30-24 03-31-24~~	~~$3.41~~	~~1,000 lbs~~
Signatory Airlines	~~04-01-24 09-30-24~~	~~$2.91~~	~~1,000 lbs~~
Signatory Airlines	10-01-24 09-30-25	$3.37	1,000 lbs
Non-Signatory Airlines	~~10-01-23 09-30-24 03-31-24~~	~~$4.26~~	~~1,000 lbs~~
Non-Signatory Airlines	~~04-01-24 09-30-24~~	~~$3.64~~	~~1,000 lbs~~
Non-Signatory Airlines	10-01-24 09-30-25	$4.21	1,000 lbs

(1) Fee is charged per 1,000 pounds Maximum Approved Landing Weight (See Definitions section)

Airline Terminal Rental Rates

Airline Type	Rate per Square Foot
Signatory Airline	~~$332.67~~
Signatory Airline	$337.66
Non-Signatory Airline	~~$415.84~~
Non-Signatory Airline	$422.07

Airline Terminal Rental Rates after Maintenance Credit (1)

Terminal	Rate per Square Foot
A	~~$261.79~~ $265.00
B	~~$330.04~~ $335.26
C	~~$261.79~~ $266.07
D	~~$331.35~~ $336.39
~~E~~	~~$332.67 $337.66~~
E Satellite	~~$293.45~~ $293.40

(1) The Airline Terminal Rental Rates after Maintenance Credit are the rates payable by American Airlines for each Terminal for which American Airlines has assumed certain maintenance responsibilities pursuant to one or more agreements with DFW, as such agreements may be modified from time to time.

Non-Airline Terminal Space

All users of space In the Terminal, other than users of unconditioned caged space and concessionaires, shall pay the Airline Terminal Rental Rate for Signatory Airlines for the use of such space multiplied by the square footage of the space.

QUICK REFERENCE GUIDE
(For additional detail, see each pertaining section)

Unconditioned Caged Space

All users of unconditioned caged space at the Terminal shall pay for the use of unconditioned caged space as follows:

1. The rate for unconditioned caged space for a Signatory Airline or a non-airline user (other than concessionaires) will equal 25% of the Airline Terminal Rental Rate for a Signatory Airline.

2. The rate for unconditioned caged space for a Non-Signatory Airline will equal 1.25 times the unconditioned caged space rate for a Signatory Airline.

QUICK REFERENCE GUIDE

(For additional detail, see each pertaining section)

Common Use Turn Fee Rates

Signatory Airlines[1]

	~~10/01/23-03/31/24~~	~~04/01/24-09/30/24~~	10/01/24-09/30/25	
ADG Groups I & II Aircraft	~~$ 1,455.00~~	~~$ 1,386.00~~	$ 1,650.00	per turn
ADG Group III Aircraft	~~$ 1,940.00~~	~~$ 1,848.00~~	$ 2,200.00	per turn
ADG Group IV & V Aircraft	~~$ 3,881.00~~	~~$ 3,696.00~~	$ 4,400.00	per turn
ADG Group VI Aircraft	~~$ 5,821.00~~	~~$ 5,544.00~~	$ 6,600.00	per turn

(1) Only applicable to Signatory Airlines who do not lease gate holdroom or ticket counters on a preferential use basis from the Board.

Common Use Turn Fee Rates

Signatory Airlines with Certain Preferential Use Space [2]

	~~10/01/23-03/31/24~~	~~04/01/24-09/30/24~~	10/01/24-09/30/25	
ADG Groups I & II Aircraft	~~$ 1,237.00~~	~~$ 1,178.00~~	$ 1,402.00	per turn
ADG Group III Aircraft	~~$ 1,649.00~~	~~$ 1,571.00~~	$ 1,870.00	per turn
ADG Group IV & V Aircraft	~~$ 3,299.00~~	~~$ 3,142.00~~	$ 3,740.00	per turn
ADG Group VI Aircraft	~~$ 4,948.00~~	~~$ 4,713.00~~	$ 5,610.00	per turn

(2) Only applicable to Signatory Airlines who lease gate holdroom or ticket counters on a preferential use basis from the Board.

Common Use Turn Fee Rates

Non-Signatory Airlines

	~~10/01/23-03/31/24~~	~~04/01/24-09/30/24~~	10/01/24-09/30/25	
ADG Groups I & II Aircraft	~~$ 1,819.00~~	~~$ 1,732.00~~	$ 2,062.00	per turn
ADG Group III Aircraft	~~$ 2,426.00~~	~~$ 2,311.00~~	$ 2,750.00	per turn
ADG Group IV & V Aircraft	~~$ 4,851.00~~	~~$ 4,620.00~~	$ 5,500.00	per turn
ADG Group VI Aircraft	~~$ 7,277.00~~	~~$ 6,931.00~~	$ 8,250.00	per turn

QUICK REFERENCE GUIDE
(For additional detail, see each pertaining section)

Federal Inspection Services (FIS) Facility Fee Rates

$8.55 ~~8.15~~ per Signatory International Deplaned Passenger
$10.69 ~~10.19~~ per Non-Signatory International Deplaned Passenger

Vehicle Parking Fees (1) (2)

Duration	Terminal	Express Covered	Express Uncovered	Remote
0 min - 8 min	~~$6~~ $9	~~$2~~ $3	~~$2~~ $3	~~$1~~ $2
8 min - 30 min	$2	~~$2~~ $3	~~$2~~ $3	~~$1~~ $2
30 min - 2 hour	$3	~~$2~~ $3	~~$2~~ $3	~~$1~~ $2
2 - 4 hours	~~$9~~ $10	~~$3~~ $4	~~$3~~ $4	~~$2~~ $3
4 - 6 hours	~~$10~~ $12	~~$4~~ $5	~~$4~~ $5	~~$3~~ $4
6 - 24 hours	~~$27~~ $32	~~$15~~ $18	~~$15~~ $21	~~$12~~ $14

(1) All Parking fees, excluding valet parking, include sales tax. The sales tax is based on applicable tax jurisdiction.
(2) Rates effective as of 05/01/24

Parking fees for pre-paid, on-line booked parking may not exceed the posted rates. Rates may vary, based on parking availability and demand. Charges and/or fees that may apply to changes and cancellations will be posted on the prepaid parking website.

Insufficient Funds (ISF) – Unpaid Parking Fees

A $10 charge will be applied to all ISF transactions.

QUICK REFERENCE GUIDE

(For additional detail, see each pertaining section)

EMPLOYEE TRANSPORATION CHARGES (ETC)

	Fee	Frequency
Concession Employees	~~$61~~$67	Monthly
Non-Concession Employees	~~$61~~$67	Monthly

DFW Airport has the right to periodically audit tenants' payroll records to validate ETC fees assessed.

1. Entities operating under separate agreements with the Airport Board are subject to the charges outlined in those agreements.
2. Federal agencies may have a modification to the requirement to submit an annual headcount that may address the specific employee of that agency and require the employee to pay the ETC.
3. Payroll Personnel listings are required when submitting the **Annual** or any **Revised ETC report.** ETC reports will not be processed without payroll documents. Payroll Personnel listings are required to include the following:
   - Last name, first name, and position title of all employees who work at the DFW airport, regardless of the number of hours worked.

QUICK REFERENCE GUIDE
(For additional detail, see each pertaining section)

Ground Rental Rate

Type	Fee	Unit
Annual Ground Rental Rate	~~$35128~~ $36,849	Acres

GROUND TRANSPORTATION
Access Fees

Class Type	Class	Total Fee
Shared Ride/Shuttle (1) (2)	Two	$3.49
Taxicab (1) (2) (3)	Three	$4.00
Limousine (1) (2)	Four	$4.43
Bus (1) (2)	Five	$6.36
Courtesy Vehicle (1) (2)	Eight	$2.19
Pre-Arranged (Other) (1) (2)	Eleven	$4.00
Transportation Network Companies (4) (5)		$6.00

Administrative Service Fee (5)

Class Type	Total Fee
Transportation Network Companies (4) (5)	$0.50 per trip

(1) Except for Transportation Network Company (TNC) drivers, use of the NTTA TollTag system is required for all commercial ground transportation vehicles, unless another payment process is approved by the Board. Failure to utilize the system will result in a $27 charge each time a vehicle exits the Public Parking Revenue Area. Except as specified below for Transportation Network Companies (TNCs), all access fees and any public parking rates are collected from the vehicles' NTTA account upon exiting the Public Parking Revenue Area.

(2) Except as specified below for TNC drivers, the access fees entitle all classes of commercial ground transportation vehicles to be within the Public Parking Revenue Area for two hours without accruing public parking rates. After two hours, all classes of commercial ground transportation vehicles will accrue public parking rates.

(3) Taxicabs must pay the access fee for each dispatched pick-up within the Public Parking Revenue Area and for each drop-off within the Public Parking Revenue Area.

(4) TNCs must pay $4 for each digitally prearranged ride to, from, or within the Public Parking Revenue Area. Their portion of the access fees will be paid directly to the Airport on a monthly basis, as described in their permit. Because TNC drivers will not be identified within the system as TNC drivers, they shall accrue public parking rates immediately upon entering the Public Parking Revenue Area, regardless of whether their digital applications are active or otherwise capable of receiving a request for a digitally prearranged ride while they are within the Public Parking Revenue Area. The payment of public parking rates by a TNC driver during the first 30 minutes within the Public Parking Revenue Area will be deemed compensation to the Airport for the remaining portion of the access fee ($2). Any additional revenue collected will be considered public parking revenue.

(5) TNCs who choose not to cooperate in implementing and continuously providing data for the real-time TNC vehicle tracking and reporting application shall pay the per-trip administrative service fee.

QUICK REFERENCE GUIDE
(For additional detail, see each pertaining section)

Decal Fees

Type	Fee	Frequency
Taxicab/Limousine/Pre-Arranged(Other)	$0	Annual
Re-issue/replacement		
Taxicab/Limousine/Pre-Arranged(Other)	$25	Per occurrence
Courtesy Vehicle	$25	Per occurrence
Courtesy Vehicle	$0	Annual
Temporary Courtesy Vehicle	$0	Per occurrence
Motor Vehicle Title/Registration Search	$1	Per search
Late Document Fees [1]	$5	Daily up to 30 days late per vehicle

(1) Late Document fees apply to Taxicabs, Limousine, Pre-Arranged (Other), and Courtesy operating authority holders who fail to submit required inspection documents by the due date.

Meet & Greet Request	$20	
Staging Fee	$10	per vehicle up to a maximum of $50 per request
Off Airport Charges	12%	Gross Receipts
Exemptions		Grand Hyatt and Hyatt Regency-exempt with validated ticket. Parking in excess of validated time will be charged at prevailing rate.

UTILITIES [4]

Water

Type	Fee	Unit
Treated Water Charge	$5.75	1,000 Gallons
Reclaimed Water Charge	$4.45	1,000 Gallons
Sewer	$4.75	1,000 Gallons

Water [4]

Type	Fee	Unit
Treated Water Charge	$5.75	1,000 Gallons
Reclaimed Water Charge	$4.45	1,000 Gallons
Sewer	$4.75	1,000 Gallons

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Catering Food Truck Services	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1377, for Catering Food Truck Services, with D'Carbo Inc., of Cedar Hill, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000, for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.

Description

- Award a contract for Catering Food Truck Services in support of the Airport's ongoing Employee Engagement events.

Justification

- Enhances existing contract with Street Bites, LLC, of Argyle, Texas, to offer additional meal options during employee engagement events.
- To provide safe and secure employee and stakeholder engagements across the Airport.
- Services will be ordered on an as needed basis and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contract due to limited availability of M/WBE firms that perform this service.
- D'Carbo Inc. is a certified Minority Business Enterprise (HM-C) and will be counted towards the Board's overall M/WBE Program goal.

Schedule/Term

- Start Date: August 2024
- Contract Term: One year with four, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1377			NTE $1,500,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Cyrill Puthoff 3-3400 Jeannine Charles 3-5743	Operating Fund			$1,500,000

Additional Information

- D'Carbo, Inc. of Cedar Hill, Texas, a M/WBE firm, submitted the responsive and responsible best value bid on or before the due date of May 22, 2024.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1377, for Catering Food Truck Services, with D'Carbo Inc., of Cedar Hill, Texas, for the initial one-year contract amount of $300,000, and four, one-year options in the amount of $1,200,000, for a total estimated contract amount of $1,500,000; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 3:56 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:03 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:21 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Human Resources
Jul 17, 2024 8:42 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Cyber Security Services	

Action
That the Airport Board ratify contract no. PA1469, for Cyber Security Services, Deloitte & Touche LLP, of Dallas, Texas, in an amount not to exceed $435,817, for the one-year term of the contract.

Description

- Ratify the contract for Cyber Security consulting services in support of the Airport's Cyber Security Program.

Justification

- Provides for a review of networks and recommendations for safety measures.
- A comprehensive schedule will be established based on recent cybersecurity concerns.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Ratification/Reconciliation)

Schedule/Term

- Start Date: July 2024
- Contract Term: One-year

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1469			NTE $435,817	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Young 3-5350 Mutasem Shannag 3-5851	Operating Fund			$435,817

Resolution #

Additional Information

- This contract will be made through Texas DIR contract no. DIR-CPO-4882, which is available to local Government agencies and was approved by the Resolution No. 97-01-24, dated January 9, 1997.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Airport Board ratify contract no. PA1469, for Cyber Security Services, Deloitte & Touche LLP, of Dallas, Texas, in an amount not to exceed $435,817, for the one-year term of the contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:05 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:52 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:22 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:12 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Identification Management System (IDMS)	

Action

That the Chief Executive Officer or designee be authorized to enter into a Cooperative Agreement, contract no. PA1485, between the Board and GovMVMT of Alachua, Florida; and execute contract co. PA1441, for Identification Management System with Iron Bow Technologies, LLC, of Herndon, Virginia, for the initial two-year contract amount of $2,766,774.62, and five, one-year options in the amount of $1,233,477.72, for a total estimated contact amount of $4,000,252.34; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.

Description

- Award a contract for Identification Management System for DFW Airport.

Justification

- Replaces the existing contract that has been in place for nine years.
- This action provides for a secure, centralized and integrated application for credentialing of all Airport badge holders.
- Current identification management system is approaching end of useful life.
- DFW is federally required to conduct and maintain background checks for individuals needing frequent access to the secured areas of the airport.
- The IDMS system manages Criminal History Records checks and Security Threat Assessment clearances required for all active badge holders as well as providing a secure integration between multiple systems utilized in the badging process.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the M/WBE Program, no M/WBE goal was determined for this contract due to limited availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: August 2024
- Contract Term: Two years with five, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1441			NTE $4,000,252.34	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Young 3-5350 Jeannine Charles 3-5763	Joint Capital Acct	2718101		$4,000,252.34

Resolution #

Additional Information

- This contract will be made through GovMVMT contract no. 4400012307, which is available to local Government agencies, and is pending approval.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to enter into a Cooperative Agreement, contract no. PA1485, between the Board and GovMVMT of Alachua, Florida; and execute contract co. PA1441, for Identification Management System with Iron Bow Technologies, LLC, of Herndon, Virginia, for the initial two-year contract amount of $2,766,774.62, and five, one-year options in the amount of $1,233,477.72, for a total estimated contact amount of $4,000,252.34; and that the Chief Executive Officer or designee is authorized to exercise options years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:06 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:53 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:22 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:12 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	AirShield GPS Wireless Security	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1287, for AirShield GPS Wireless Security, with Alliance Technology Group, of Hanover, Maryland, for the initial five-year contract amount of $333,907.50, and one, five-year options in the amount of $333,907.50, for a total estimated contract amount of $667,815; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

Description

- Award a contract for AirShield GPS Wireless Security in support of the Airport's Technology Program.

Justification

- Airports rely heavily on GPS technology to provide real time location of aircraft and vehicles.
- This action will provide for hardware and software to swiftly respond to interference with GPS signals, whether intentional or unintentional.
- The system differentiates between disruptions caused by natural factors and those caused by human interference, thereby improving security measures.
- The FAA recognizes GPS interference could cause substantial disruption to the national airspace and is encouraging airports to pilot and implement this technology.

D/S/M/WBE Information

- The annual goal for the M/WBE program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this contact due to no availability of M/WBE firms that perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: Five years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1287			NTE $667,815	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5350 Jonathan Garza 3-1153	Operating Fund			$667,815

Additional Information

- This contract will be made through Omnia Partners contract no. R200803, which is available to local Government agencies and was approved by Resolution No. 2003-01-22, date January 9, 2003.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1287, for AirShielf GPS Wireless Security, with Alliance Technology Group, of Hanover, Maryland, for the initial five-year contract amount of $333,907.50, and one, five-year options in the amount of $333,907.50, for a total estimated contract amount of $667,815; and that the Chief Executive Officer or designee be authorized to exercise options years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:09 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:53 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:23 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:12 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Fleet Management Solution	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1480 for Fleet Management Solution with AssetWorks Inc., of Wayne, Pennsylvania, in an amount not to exceed $740,643, for the five-year term of the contract.

Description

- Purchase of a fleet management lifecycle solution in support of the Energy, Transportation & Asset Management Department.

Justification

- This action will award a new contract for a full life cycle management system for fleet assets.
- Replaces an existing system that no longer meets the Airport's business needs.
- The system is designed to keep up with industry trends such as electrification, charge management, business intelligence, automated fluid, fuel dispensing, and determining salvage value.
- The system provides fleet specific reporting, analytics, maintenance appointments and access to real tine and historical vehicle data.
- The solution provides a mobile friendly application to help increase technicians' efficiency.
- Includes professional services to migrate existing fleet data and integration with fueling systems.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Goods/Finished Products).

Schedule/Term

- Start Date: September 2024
- Contract Term: Five years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1480			NTE $740,643	

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5350	DFW Capital Fund			$590,036.48
Jonathan Garza 3-1153	Operating Fund			$150,606.52

Additional Information

- This contract will be made through GSA contract no. GSA-GS-35F-317GA, which is available to local Government agencies, and approved by Resolution No. 94-08-215, dated August 4, 1994.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1480 for Fleet Management Solution with AssetWorks Inc., of Wayne, Pennsylvania, in an amount not to exceed $740,643, for the five-year term of the contract.

Approved as to Form by	Approved as to Funding by	Approved as to M/WBE by
Rodriguez, Elaine Legal Counsel Jul 18, 2024 4:13 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:53 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:24 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:13 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Security Systems Consulting Services	

Action
That the Chief Executive Officer or designee be authorized to executed contract PA1307 for Security Systems Consulting Services with The Evolvers Group LP, of Flower Mound, Texas, for the initial two-year contract amount of $1,279,200, and one, one-year option in the amount of $639,600, for a total estimated contract amount of $1,918,800; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Description

- Award a contract for Access Control Subject Matter Expertise and Project Management Resource Support.

Justification

- Expertise is necessary due to support a comprehensive upgrade to the Airport's Access Control system.
- Provides resources to support implementation of other security projects such as Midfield Checkpoints, Terminal Exit Lanes, and Enhanced Employee Portals that require extensive coordination and project management.
- Ensures installation of security technologies as part of planned construction initiatives is consistent with Airport standards and in compliance with TSA regulations.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 15%.
- The Evolvers Group, a certified Minority Women Business Enterprise (PM-C), has committed to achieving 20% M/WBE through self-performance.

Schedule/Term

- Start Date: September 2024
- Contract Term: Two years, with one, one-year option

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1307			NTE $1,918,800	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5350 Casey Daniels 3-1132	Operating Fund			$1,918,800

Additional Information

- This contract will be made through DIR, contract no. DIR-CPO-4992, which is available to local Government agencies, and was approved by Resolution No. 97-01-24, dated January 9, 1997.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to executed contract PA1307 for Security Systems Consulting Services with The Evolvers Group LP, of Flower Mound, Texas, for the initial two-year contract amount of $1,279,200, and one, one-year option in the amount of $639,600, for a total estimated contract amount of $1,918,800; and that the Chief Executive Officer or designee is authorized to exercise option years at the Airport's discretion.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:14 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:54 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:24 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:13 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	**Committee**	**Subject**	**Resolution #**
08/01/2024	Finance/Audit/IT	Data Integration Application (MuleSoft Software)	

Action

That the Chief Executive Officer or designee be authorized to execute contract PA1361 for MuleSoft Software License with Carahsoft Technology Corp. of Reston, Virginia, for the four-year contract amount of $3,035,681.55.

Description

- Award a contract for an integration platform for connecting various applications, data, and devices within the airport

Justification

- This action provides software support and integrations of data feeds from airlines and other business partners, whether on-premise, in the cloud, or hybrid, that support Airport systems such as baggage reconciliation, flight information displays, and safe docking.
- The software provides for enhanced data security and protection while in transmission.
- The contract assists with facilitating complex system integrations required to support the Airport's Digital Strategy.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, no M/WBE goal was determined for this Contract due to no availability of M/WBE firms that can perform this service.

Schedule/Term

- Start Date: September 2024
- Contract Term: Four years

Contract #	**Agreement #**	**Purchase Order #**	**Action Amount**	**Revised Amount**
PA1361			NTE $3,035,681.55	$0

For Information contact	**Fund**	**Project #**	**External Funding Source**	**Amount**
Michael Youngs 3-5210 Casey Daniels 3-1132	Operating Fund			$3,035,681.55

Resolution #

Additional Information

- This contract will be made through DIR, contract no. DIR-TSO-4288, which is available to local Government agencies, and was approved by Resolution No. 97-01-24, dated January 9, 1997.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract PA1361 for MuleSoft Software License with Carahsoft Technology Corp. of Reston, Virginia, for the four-year contract amount of $3,035,681.55.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 4:16 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:54 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:37 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:13 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Bus Tracking and Passenger Counting System and Hardware	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1410 for Bus Tracking and Passenger Counting System and Hardware with ETA Transit Systems, Inc., of Boca Raton, Florida, in an amount not to exceed $6,476,394, for the five-year term of the contract.

Description

- Award a contract for Bus Tracking and Passenger Counting System and Hardware in support of the Airport's Technology Program.

Justification

- This contract provides support to the proprietary Bus Tracking and Passenger Counting System, which allows customers to view the real-time location, estimated arrival times, and onboard announcements.
- Platform provides real time location of DFW busses, passenger counts, and onboard messaging to customers.
- The system enables more efficient bus operations by allowing the Airport to leverage the data collected by the passenger counting and GPS sensors to make more effective staffing and bus dispatching decisions.
- The system enables more efficient bus operations by leveraging data collected to improve staffing and bus dispatching decisions.
- This action consolidates two existing contracts.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 20%.
- ETA PHI Systems Inc has committed to achieving 20% M/WBE participation utilizing CJ hood Company Inc (WF-C).

Schedule/Term

- Start Date: August 2024
- Contract Term: Five years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1410			NTE $6,476,394	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5210 Casey Daniels 3-1132	Various			$6,476,394

Resolution #

Additional Information

- This contract is a Sole Source of existing software and equipment provided by the manufacturer.
- This contract is exempt from competitive bidding, in accordance with Local Government Code 252.002 as it is available from only one source.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1410 for Bus Tracking and Passenger Counting System and Hardware with ETA Transit Systems, Inc., of Boca Raton, Florida, in an amount not to exceed $6,476,394, for the five-year term of the contract.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:33 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:54 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:37 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:13 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Finance/Audit/IT	Enterprise Infrastructure as a Service Agreement	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1379, for Enterprise Infrastructure as a Service Agreement with Presidio Networked Solutions Group, LLC of Irving, Texas, for the initial one-year contact amount of $6,500,000, and four, one-year options in the amount of $26,000,000, for a total estimated contract amount of $32,500,000. Each renewal option will be brought back to the Board for approval.

Description

- Award a contract for Enterprise Infrastructure as a Service Agreement in support of the Airport's Technology Program.

Justification

- Action consolidates several contracts to purchase technology commodities including servers, storage, network routers, and network switches.
- Provides for ongoing licensing and support of purchased equipment.
- Allows proactive replacement of equipment before reaching end of life.
- Includes optional capacity to purchase and implement cyber security solutions.
- The Airport has historically spent between $6 million and $8 million for these commodities depending on needs.
- Items will be purchased on an as needed basis and the Airport will have no obligation to purchase any quantity under the contract.

D/S/M/WBE Information

- The annual for the M/WBE Program is 31%.
- In accordance with the Board's M/WBE Program, the M/WBE goal for this contract is 26%.
- Presidio Networked Solutions Group, LLC has committed to achieving 26% M/WBE participation utilizing Sology Solutions (BM-C:26%).

Schedule/Term

- Start Date: August 2024
- Contract Term: One year with four, one-year options

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1379			NTE $32,500,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Michael Youngs 3-5350 Casey Daniels 3-1132	Various			$32,500,000

Resolution #

Additional Information

- This contract will be made through several DIR contracts, which are available to local government agencies, and which was approved by Resolution No. 97-01-24, dated January 9, 1997.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1379, for Enterprise Infrastructure as a Service Agreement with Presidio Networked Solutions Group, LLC of Irving, Texas, for the initial one-year contact amount of $6,500,000, and four, one-year options in the amount of $26,000,000, for a total estimated contract amount of $32,500,000. Each renewal option will be brought back to the Board for approval.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 4:33 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:54 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:38 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Information Technology Svcs
Jul 17, 2024 2:14 pm

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
COMMITTEE DISCUSSION ITEM

Meeting Date	Subject	Committee
08/01/2024	Contract Deductive Change Orders	Finance/Audit/IT

Item For Discussion
Report to the Airport Board Contract Deductive Change Orders on a quarterly basis.

Description

- Contract deductive change orders.

CONTRACT DEDUCTIVE CHANGE ORDERS – AUGUST BOARD REPORTING 2024

CONTRACT NO.	CONTRACT TITLE	EXECUTION DATE	DESCRIPTION OF CHANGE	DEDUCTIVE AMOUNT
9500830/PA1023	BIRD DETERRENT SYSTEMS ALONG SKYLINK GUIDEWAY	MAY 16, 2024	FINAL QUANTITY ADJUSTMENT FOR CLOSEOUT	($644,820)
9500748	INSTALL SANITARY SEWER FROM NORTH REMOTE PARKING	APRIL 23, 2024	FINAL QUANTITY ADJUSTMENT FOR CLOSEOUT	($122,744.38)
9500770	AOA GATE REPLACEMENT PHASE	JUNE 14, 2024	FINAL QUANTITY ADJUSTMENT FOR CLOSEOUT	($223,285.61)
TOTAL				**($990,849.99)**

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
COMMITTEE DISCUSSION ITEM

Meeting Date	**Subject**	**Committee**
08/01/2024	Solicitation Rejection Report	Finance/Audit/IT

Item For Discussion
Report to the Airport Board solicitations received and rejected on a quarterly basis.

Description

- Solicitation rejection report

SOLICITATION REJECTION REPORT – AUGUST BOARD REPORTING 2024

SOLICITATION NO.	SOLICITATION TITLE	SOLICITATION CLOSE DATE	REASON	ACTION TYPE	NO. OF RESPONSES RECEIVED
PA1279	TOWEL LAUNDRY SERVICES	FEBRUARY 27, 2024	EXCEEDED BUDGET	REJECT ALL SUBMISSIONS	3
PA1313	CONCRETE WASHOUT CONTAINER SERVICE	MARCH 21, 2024	DID NOT CONTAIN ALL REQUESTED/REQUIRED DOCUMENTS	REJECT SUBMISSION	1
PA1274	AIRFIELD MARKING AUDIT SERVICES	FEBRUARY 20, 2024	DID NOT CONTAIN ALL REQUESTED/REQUIRED DOCUMENTS	REJECT ALL SUBMISSIONS	2
PA1019	ENERGY PLAZA CONTROL ROOM & DELTAV UPGRADES	MAY 10, 2024	INCOMPLETE SUBMISSION	REJECT SUBMISSION	1
PA1030	TERMINAL E RECONFIGURATION	FEBRUARY 16, 2024	EXCEEDED BUDGET	REJECT ALL SUBMISSIONS	3

AGENDA
CONCESSIONS/COMMERCIAL DEVELOPMENT COMMITTEE
Tuesday, July 30, 2024
1:05 p.m.

CONCESSIONS/COMMERCIAL DEVELOPMENT COMMITTEE

45. Approve the minutes of the Concessions/Commercial Development Committee Meeting of June 4, 2024

Action Items for Consideration

Dean Ahmad

46. Approve that the Chief Executive Officer or designee be authorized to execute contract no. PA1464, for Portable Toilet Rental and Cleaning Services, with United Rentals (North America) dba Reliable Onsite Services, of Forest Hill, Texas, in an amount not to exceed $832,000, for the five-year term of the contract.

47. Approve that the Chief Executive Officer or designee be authorized to issue purchase order no. DFW5119 for Terminal Shuttle Bus Replacement with Creative Bus Sales, Inc., of Irving, Texas, in the amount of $6,751,731.84.

John Brookby

48. Approve that the Chief Executive Officer or designee be authorized to execute a lease amendment with Frontier Southwest Incorporated to extend the lease by five years at 2740 South Service Road.

Sharon McCloskey

49. Approve that the Chief Executive Officer or designee be authorized to increase and extend contract no. 7006770, for Terminal D Custodial Services with APPRO, Inc., of Dallas, Texas, in an amount not to exceed $3,951,201.31, for a revised not to exceed contract amount of $52,865,611.12.

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Concessions/Comm Dev	Portable Toilet Rental and Cleaning Services	

Action

That the Chief Executive Officer or designee be authorized to execute contract no. PA1464, for Portable Toilet Rental and Cleaning Services, with United Rentals (North America) dba Reliable Onsite Services, of Forest Hill, Texas, in an amount not to exceed $832,000, for the five-year term of the contract.

Description

- Award a contract for Portable Toilet Rental and Cleaning Services in support of the Airport's Transportation Business Unit.

Justification

- Replaces an existing contract that has been in place for five years.
- This contract provides cleaning services to Airport-owned and rental portable toilet units.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Equipment Lease)

Schedule/Term

- Start Date: September 2024
- Contract Term: Five years

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
PA1464			NTE $832,000	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Dean Ahmad 3-7133 Peggy Watkins 3-5619	Operating Fund			$832,000

Resolution #

Additional Information

- This contract will be made through Sourcewell contract no. RFP#040924-URI, which is available to local Government agencies and was approved by Resolution No. 2023-08-187, date August 10, 2023.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute contract no. PA1464, for Portable Toilet Rental and Cleaning Services, with United Rentals (North America) dba Reliable Onsite Services, of Forest Hill, Texas, in an amount not to exceed $832,000, for the five-year term of the contract.

Approved as to Form by	**Approved as to Funding by**	**Approved as to M/WBE by**
Rodriguez, Elaine Legal Counsel Jul 18, 2024 4:34 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:03 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:34 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Parking
Jul 17, 2024 11:38 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Concessions/Comm Dev	Terminal Link Shuttle Bus Replacement	

Action

That the Chief Executive Officer or designee be authorized to issue purchase order no. DFW5119 for Terminal Shuttle Bus Replacement with Creative Bus Sales, Inc., of Irving, Texas, in the amount of $6,751,731.84.

Description

- Purchase 32 Alternative Fueled Compressed Natural Gas-Powered (CNG) Terminal Link Shuttle Vans for the Airport's Energy, Transportation & Asset Management Department.

Justification

- These vans will be used to provide continuous inter-terminal curbside transportation for customers.
- The units programmed for replacement are approaching the end of their useful life and meet the replacement criteria established in the Airport's Fleet Vehicle Policy and Procedures (accumulated mileage, condition, etc.).
- The project will support the Airport's Goals and Initiatives by ensuring the Airport's continued ability to provide superior customer satisfaction, and maintain air quality, through safe, comfortable, and clean transportation, for the traveling public.
- The replaced shuttle vans will be declared surplus and sold at public auction.

D/S/M/WBE Information

- The annual goal for the M/WBE Program is 31%.
- N/A - Not subject to a goal per the Board's M/WBE Policy due to the nature of the procurement. (Goods/Finished Products).

Schedule/Term

- Purchase Date: August 2024

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
		DFW5119	$6,751,731.84.	$0

For Information contact	Fund	Project #	External Funding Source	Amount
Dean Ahmad 3-4842 Melissa Turner 3-5632	DFW Capital Acct	2715403		$6,751,731.84.

Additional Information

- This purchase will be made through HGAC contract no. BT01-21, which is available to local Government agencies, and was approved by Resolution No. 97-07-181, dated July 3, 1997.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to issue purchase order no. DFW5119 for Terminal Shuttle Bus Replacement with Creative Bus Sales, Inc., of Irving, Texas, in the amount of $6,751,731.84.

Approved as to Form by	Approved as to Funding by	Approved as to M/WBE by
Rodriguez, Elaine Legal Counsel Jul 18, 2024 4:34 pm	Palacios, Abel Vice President Finance Finance Jul 17, 2024 2:04 pm	Lee, Tamela Vice President Business Diversity and Development Business Diversity and Development Jul 17, 2024 8:36 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Parking
Jul 17, 2024 11:39 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Concessions/Comm Dev	Lease Amendment with Frontier Southwest Incorporated	

Action
That the Chief Executive Officer or designee be authorized to execute a lease amendment with Frontier Southwest Incorporated to extend the lease by five years at 2740 South Service Road.

Description

- Frontier Southwest Incorporated (Frontier) leased the communications facility at 2470 South Service Road with an initial term of 15 years, which expired on July 27, 2023.
- The amendment will extend the lease for an additional five years for the purpose of making it coterminous with the exclusive service agreement (license).

Justification

- The facilities lease enables the tenant to provide communications infrastructure and services throughout the Airport.
- Based on an appraisal, the rent for the additional term is $601,260 annually an increase of approximately $130,888 annually.

D/S/M/WBE Information

- Not applicable

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

For Information contact	Fund	Project #	External Funding Source	Amount
John Brookby 3-4660				$0

Resolution #

Additional Information

- The building sits on approximately 3.619 acres and includes a parking lot.
- The building consists of approximately 52,407 square feet with the Airport's primary data center occupying approximately 10,240 square feet. As a Board asset, the Airport does not pay rent for the data center space.
- Frontier also has a license to operate the Airport Communications System (ACS), exclusive service agreement, through July 27, 2028.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to execute a lease amendment with Frontier Southwest Incorporated to extend the lease by five years at 2740 South Service Road.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:35 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:04 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:39 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Department Head
Commercial Development
Jul 17, 2024 11:27 am

Pending

Chief Executive Officer Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
08/01/2024	Concessions/Comm Dev	Terminal D Custodial Services	

Action

That the Chief Executive Officer or designee be authorized to increase and extend contract no. 7006770, for Terminal D Custodial Services with APPRO, Inc., of Dallas, Texas, in an amount not to exceed $3,951,201.31, for a revised not to exceed contract amount of $52,865,611.12.

Description

- Increase and extend the contract for Terminal D Custodial Services in support of the Airport's Customer Experience Department.

Justification

- A record-level increase in international traffic has driven an increase in Terminal D custodial needs over the past year.
- Customer Experience recently issued a solicitation for Terminal D custodial work due to upcoming contract expiration. This RFP received substantial interest, and the selection committee requires additional time to evaluate the proposals. The increase is to preserve or protect the public health and safety of the Airport's traveling public, tenants, and employees.
- This three-month time extension and additional funding will allow for adequate evaluation of proposals and transition time for the operation in Terminal D.

D/S/M/WBE Information

- The annual goal for the historical SBE Program is 31%.
- In accordance with the Board's historical SBE Program, the SBE goal for this contract is 35%.
- APPRO, Inc. committed to achieving 100% SBE participation on this contract through self-performance.

Schedule/Term

- Current contract completion date: January 1, 2025
- Revised contract completion date: March 31, 2025

Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
7006770			NTE $3,951,201.31	$52,865,611.12

For Information contact	Fund	Project #	External Funding Source	Amount
Sharon McCloskey 3-4620 Latrece Crownover 3-0995	Operating Fund			$3,951,201.31

Additional Information

- This increase is exempt from public procurement in accordance to 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.
- On May 30, 2019, by Resolution No. 2019-06-148, the Airport awarded contract no. 7006770, Terminal D Custodial Services to APPRO, Inc., of Dallas, Texas.

Additional Attachments: **N**

BE IT RESOLVED BY THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

That the Chief Executive Officer or designee be authorized to increase and extend contract no. 7006770, for Terminal D Custodial Services with APPRO, Inc., of Dallas, Texas, in an amount not to exceed $3,951,201.31, for a revised not to exceed contract amount of $52,865,611.12.

Approved as to Form by

Rodriguez, Elaine
Legal Counsel
Jul 18, 2024 4:35 pm

Approved as to Funding by

Palacios, Abel
Vice President Finance
Finance
Jul 17, 2024 2:04 pm

Approved as to M/WBE by

Lee, Tamela
Vice President Business Diversity and Development
Business Diversity and Development
Jul 17, 2024 8:40 pm

SIGNATURE REQUIRED FOR APPROVAL

Approved by

Sharon McCloskey

Department Head
Customer Experience
Jul 17, 2024 10:16 am

Pending

Chief Executive Officer Date