

- NOTICE -
DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD OF DIRECTORS
COMMITTEE MEETINGS – Tuesday, September 1, 2015

Operations Committee: 12:30 p.m.
Finance/Audit Committee: 1:00 p.m.
Concessions/Commercial Development Committee: 1:15 p.m.

AGENDA
DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD
September 3, 2015
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 KRISTY ANDERSON AT 972-973-5752, FAX 972-973-5556, OR T.D. 1-800-RELAY-TX (1-800-735-2989) FOR INFORMATION OR ASSISTANCE.

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

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AGENDA

- A. Invocation – Chaplain Doni Evans
- B. Pledge of Allegiance
- C. Announcements
- D. Approve Minutes of the Regular Board Meeting of August 6, 2015
- E. Air Service Highlights – John Ackerman
- F. Financial Report – Chris Poinette

OPERATIONS COMMITTEE

1. Approve Minutes of the Operations Committee Meeting of August 4, 2015.

Consent Items for Consideration

- | | |
|-----------|---|
| R. Hodapp | 2. Approve execution of Contract No. 7006258, Agreement for Wholesale Treated Water, with the City of Dallas, Texas. |
| | 3. Approve execution of Purchase Order No. 270683, for Solid Waste Compactors, to Plum Creek Environmental Technologies, LLC, of Columbus, Mississippi, in the amount of \$64,564.00. |
| | 4. Approve execution of two Contracts for Street Lighting Maintenance and Repair Services: Contract No. 7006224, with Environmental Lighting Service, of Arlington, Texas, in an amount not to exceed \$101,550.00; and Contract No. 7006259, with Siemens Industry, Inc., of Houston, Texas, in an amount not to exceed \$170,910.00. The initial term of each Contract is three-years, with options to renew for two additional one-year periods. Total amount of action is \$272,460.00. |
| N. Smith | 5. Approve execution of a Contract Modification to Supplemental Agreement No. 4, Contract No. 8500285, Terminal Renewal and Improvement Program, Terminal A Design Services, with Jacobs Engineering Group Inc., of Fort Worth, Texas, in an amount not to exceed \$120,322.00, for a revised Contract amount not to exceed \$48,768,455.30. |

Action Items for Consideration

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|--------------|--|
| R. Hodapp | 6. Approve execution of Contract No. 7006203, for Airfield Lighting and Components, with Airport Lighting Systems, Inc., of Grapevine, Texas, in an amount not to exceed \$1,743,295.78, for the initial two-year term of the Contract, with options to renew for three additional one-year periods. |
| | 7. Approve execution of Contract No. 7006238, for Airport-Wide Window Cleaning Services, with City Wide Building Services, LLC, of Dallas, Texas, in an amount not to exceed \$6,700,085.00, for the five-year term of the Contract. |
| | 8. Approve execution of Contract No. 7006237, for Consolidated Grounds Maintenance Services, with JBa Land Management LLC, of Dallas, Texas, in an amount not to exceed \$11,165,809.00, for the five-year term of the Contract. |
| E. Rodriguez | 9. Approve amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board, and recommend approval of such amendments to the Cities of Dallas and Fort Worth. |

N. Smith

10. Approve execution of an amendment to Delivery Order No. 37, to Contract No. 9500494, Job Order Contract, with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in the amount of \$768,000.00, for the procurement and installation of a pre-fabricated building for the D5 Bus Station.
11. Approve execution of Contract No. 9500553, Ground Service Equipment and COBUS Covered Storage Areas, with North Texas Contracting, Inc. of Keller, Texas, in an amount not to exceed \$983,995.00.
12. Approve execution of Contract No. 9500566, Terminal D Natural Gas Installation, with Gilbert May Inc., dba Phillips/May Corporation, of Dallas, Texas in an amount not to exceed \$1,497,333.00.
13. Approve execution of a Contract Modification to execute a Contract Modification to Contract No. 8500304, Design and Design Management Services, with HKS, Inc., of Dallas, Texas, in an amount not to exceed \$1,500,000.00, for a revised Contract amount not to exceed \$5,500,000.00.
14. Approve execution of the Sixth Renewal and Extension to Management Services Contract No. 8500300, effective October 1, 2015, between the Board and Paslay Management Group, LP, of Irving, Texas, to reflect an extension of the Contract term through September 30, 2016, and an increase in funding in an amount not to exceed \$2,800,000.00, for a revised Contract amount not to exceed \$10,825,000.00.
15. Approve execution of a Sixth Renewal and Extension to Program Management Implementation Services Contract No. 8500289, effective September 16, 2015, between the Board and Freese and Nichols, Inc., of Fort Worth, Texas, to reflect an extension of the Contract term through September 15, 2016, and an increase in funding in an amount not to exceed \$13,920,369.00, for a revised Contract amount not to exceed \$74,353,669.00.

Discussion Item

K. Naja

16. TRIP Working Group Update.

Terminal Renewal and Improvement Program Action Items for Consideration

N. Smith

17. Approve execution of a Contract Modification to Contract No. 9500516, Terminals A, B, C & E Cellular Distributed Antenna System Relocation, with Sprint Spectrum L.P. and M S Benbow and Associates, in an amount not to exceed \$3,540,000.00, for a revised Contract amount not to exceed \$6,540,000.00.

18. Approve execution of a Contract Modification to Supplemental Agreement No. 10, Contract No. 8500271, Terminal Renewal and Improvement Program - Terminal B Design and Design Management Services, with DMJM/EJES Joint Venture, of Fort Worth, Texas, in an amount not to exceed \$3,989,058.00, for a revised Contract amount not to exceed \$41,971,642.13.
19. Approve execution of a Contract Modification to Supplemental Agreement No. 12, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal B, Phase 2, in an amount not to exceed \$370,000.00, for a revised Contract amount not to exceed \$100,279,114.83; and to execute a Contract Modification to Supplemental Agreement No. 19, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal E, Phase 3, both with Manhattan/Byrne/JRT/3i, a Joint Venture, of Dallas, Texas, in an amount not to exceed \$330,000.00, for a revised Contract amount not to exceed \$130,768,790.00. Total amount of action is \$700,000.00.

Discussion Items

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|---------|---|
| K. Naja | 20. Construction and Professional Services Contract Increase(s) approved by Authorized Staff. |
| | 21. Decrease(s)/increase(s) in Scope of Work approved by Authorized Staff. |

FINANCE/AUDIT COMMITTEE

- | | |
|--------------|---|
| | 22. Approve Minutes of the Finance/Audit Committee Meeting of August 4, 2015. |
| M. Underwood | 23. Financial Report. |

Consent Items for Consideration

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|--------------|---|
| C. Johnson | 24. Approve Authorization to bind and procure Airport Public Officials Liability Insurance Coverage with ACE American Insurance Company effective October 1, 2015, in the amount of \$128,051.00. |
| | 25. Approve Authorization to bind and procure Airport Owners and Operators General Liability Insurance Coverage with Commerce and Industry Insurance Company (AIG), effective October 1, 2015 in the amount not to exceed \$194,693.00. |
| E. Rodriguez | 26. Approve an increase to Legal Services Contract No. 8004976, with the firm of Harris, Finley & Bogle, P.C. of Fort Worth, Texas, in an amount not to exceed \$50,000.00, for a revised Contract amount not to exceed \$98,750.00. |

- 27. Approve an increase to Legal Services Contract No. 8004913, with the Law Offices of Richard A. Gump, Jr. of Dallas, Texas, in an amount not to exceed \$50,000.00, for a revised Contract amount not to exceed \$98,750.00.
- 28. Approve the ratification of payments made year to date and anticipated through the end of Fiscal Year 2015 to West Publishing Corporation in an amount not to exceed \$70,000.00 and approve future expenditures to the same vendor for Fiscal Year 2016 in an amount not to exceed \$70,000.00. Total amount of action is \$140,000.00.
- S. Shaffer 29. Approve execution of Purchase Order No. 270693, for Laptops, to Austin Ribbon & Computer Supplies, Inc., of Austin, Texas, in the amount of \$142,122.75.
- K. Smith 30. Approve rejection of all bids received for Solicitation No. 269825 for Aircraft Hardstand Equipment; and execution of Purchase Order No. 270689, for Aircraft Hardstand Equipment, to TLD America, of Windsor, Connecticut, in the amount of \$170,120.00.

Action Items for Consideration

- M. Phemister 31. Approve the Fiscal Year 2016 Budget for Dallas/Fort Worth International Airport Public Facility Improvement Corporation (PFIC).
- S. Shaffer 32. Approve execution of Contract No. 7006084, for P25 Radio System Replacement Project, with E. F. Johnson Company, of Irving, Texas, in an amount not to exceed \$7,585,902.00, for the one-year term of the Contract.

Discussion Items

- T. Lee 33. Monthly D/S/M/WBE Expenditure Report.
- G. Spoon 34. Purchase Orders/Contracts and Professional Services Contracts approved by Authorized Staff.

CONCESSIONS/COMMERCIAL DEVELOPMENT COMMITTEE

- 35. Approve Minutes of the Concessions/Commercial Development Committee Meeting of August 4, 2015.

Consent Item for Consideration

- Z. Campbell 36. Approve Authorization to change controlling interest in World Duty Free S.p.A, the indirect parent company of WDFG North America LLC to Dufry AG.

Actions Items for Consideration

- | | |
|-------------|--|
| Z. Campbell | 37. Approve execution of leases with retail and food and beverage providers for Terminals B and D as recommended by the DFW Selection Committee. |
| J. Terrell | 38. Approve execution of a Lease Agreement with Group 1 Realty, Inc. ("Tenant") for approximately 9.42 acres of land to develop and operate an automobile dealership offering the sale of new and pre-owned vehicles and service, parts and maintenance. |
| | 39. Approve execution of an Amendment to an existing Lease with Aero DFW, LP, for a maintenance facility at 1625 West 19th Street for Board bussing vendors in an amount not to exceed \$2,981,045.00, over the nine year, eleven month term. |

FULL BOARD

CLOSED SESSION

- 40. In accordance with provisions of Section 551.071 of the Texas Government Code, a closed session will be held for the purposes of seeking the Board's attorney's advice with respect to pending or contemplated litigation, a settlement offer, or other matters that are exempt from public disclosure under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas (Article X, Section 9 of the State Bar Rules), to wit:
 - a) Association of Taxicab Operators, USA vs. Dallas-Fort Worth International Airport Board.

OPEN SESSION

Discussion Items

- 41. Registered Speakers (item unrelated to agenda items).
- 42. Next Committee meetings – September 29, 2015
Next Regular Board meeting – October 1, 2015

Operations

Consent

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #		
09/03/2015	Operations	Agreement for Wholesale Treated Water			
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 7006258, Agreement for Wholesale Treated Water, with the City of Dallas, Texas.					
Description <ul style="list-style-type: none">• Award a Contract for Wholesale Treated Water with the City of Dallas, Texas.• This Contract will reestablish and formalize the mutual expectations between Dallas and the Dallas/Fort Worth International Airport Board, with respect to wholesale treated water service. Justification <ul style="list-style-type: none">• This Contract replaces the City of Dallas Agreement for wholesale treated water, which has been in place since October 8, 1985, and will expire on October 7, 2015.• Dallas/Fort Worth International Airport purchases wholesale treated water from the Cities of Dallas and Fort Worth.• This replacement agreement has a thirty (30) year term and will begin on October 8, 2015 and expire on October 7, 2045.					
D/S/M/WBE Information <ul style="list-style-type: none">• N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Resolutions/Ordinances).					
Schedule/Term <ul style="list-style-type: none">• Effective Date: October 8, 2015• Term: Thirty (30) years• Expiration Date: October 7, 2045					
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount	
7006258			\$0	\$0	
For Information contact Rusty Hodapp 3-3670 Robert Ramert 3-5677		Fund N/A	Project #	External Funding Source	Amount \$0

Additional InformationAdditional 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. 7006258, Agreement for Wholesale Treated Water, with the City of Dallas, Texas.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:44 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:21 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 9:06 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:06 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #		
09/03/2015	Operations	Solid Waste Compactors			
Action That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 270683, for Solid Waste Compactors, to Plum Creek Environmental Technologies, LLC, of Columbus, Mississippi, in the amount of \$64,564.00.					
Description <ul style="list-style-type: none">• Purchase three (3) Solid Waste Compactors for the Airport's Energy, Transportation and Asset Management Department. Justification <ul style="list-style-type: none">• These compactors are programmed replacements for existing units that have exceeded their useful life.• The replaced units will be used for spares inventory or declared surplus and sold at public auction.• Theses compactors are for use by the Airport's Energy, Transportation and Asset Management Department, in support of tenant customers' solid waste management needs.					
D/S/M/WBE Information <ul style="list-style-type: none">• N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).					
Schedule/Term <ul style="list-style-type: none">• Purchase Date: September 2015• Delivery Date: November 2015					
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount	
		270683	\$64,564.00	\$0	
For Information contact		Fund	Project #	External Funding Source	Amount
Rusty Hodapp 3-3670 Keith White 3-5638		DFW Capital Acct	26500-01		\$64,564.00

Additional Information

- Twenty-four (24) Invitations to Bid were issued, including none to SBE firms.
- Two (2) bids, including none from SBE firms, were received on or before the due date of August 4, 2015.

Bidder	Bid Amount
Plum Creek Environmental Technologies Columbus, Mississippi	\$64,564.00
J.V. Manufacturing, Inc. Minneapolis, Minnesota	\$66,014.00

- Plum Creek Environmental Technologies, LLC, of Columbus, Mississippi, is the lowest responsive, responsible Bidder.

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 Purchase Order No. 270683, for Solid Waste Compactors, to Plum Creek Environmental Technologies, LLC, of Columbus, Mississippi, in the amount of \$64,564.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:46 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:21 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 9:17 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:07 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Street Lighting Maintenance and Repair Services		
Action That the Chief Executive Officer or designee be authorized to execute two Contracts for Street Lighting Maintenance and Repair Services: Contract No. 7006224, with Environmental Lighting Service, of Arlington, Texas, in an amount not to exceed \$101,550.00; and Contract No. 7006259, with Siemens Industry, Inc., of Houston, Texas, in an amount not to exceed \$170,910.00. The initial term of each Contract is three-years, with options to renew for two additional one-year periods. Total amount of action is \$272,460.00.				
Description <ul style="list-style-type: none">Award a Contract for Street Lighting Maintenance and Repair Services for the Airport's Energy, Transportation and Asset Management Department.				
Justification <ul style="list-style-type: none">These are replacements for an existing Contract, which has been in place since December 2010.This Contract will provide on-call services to inspect, maintain, and repair street lighting on public roadways.This Contract will supplement in-house personnel and provides 24/7 maintenance and repair services.The award of two Contracts for these services will allow Board Staff flexibility in responding to service requests.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, no SBE goal was set for this Contract due to limited availability of SBE firms that perform this service.				
Schedule/Term <ul style="list-style-type: none">Start Date: November 2015Contract Term: Three-years, with two one-year renewal options				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
7006224			NTE \$101,550.00	\$0
7006259			NTE \$170,910.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Rusty Hodapp 3-3670 Kelly Cleveland 3-4872	0102			\$272,460.00

Additional Information

- Eighty-three (83) Invitations to Bid were issued, including four (4) to SBE firms.
- Three (3) bids, including one (1) from a SBE firm, were received on or before the due date of July 27, 2015.

Bidder	Bid Amount
Environmental Lighting Service Arlington, Texas	\$101,550.00
Siemens Industry, Inc. Houston, Texas	\$170,910.00
Standard Utility Construction Inc. ^{N1} Fort Worth, Texas	\$780,776.50
Note: 1. SBE-Certified with Women's Business Council-Southwest.	

- Environmental Lighting Service, of Arlington, Texas, and Siemens Industry, Inc., of Houston, Texas, are the lowest responsive, responsible Bidders.

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 two Contracts for Street Lighting Maintenance and Repair Services: Contract No. 7006224, with Environmental Lighting Service, of Arlington, Texas, in an amount not to exceed \$101,550.00; and Contract No. 7006259, with Siemens Industry, Inc., of Houston, Texas, in an amount not to exceed \$170,910.00. The initial term of each Contract is three-years, with options to renew for two additional one-year periods. Total amount of action is \$272,460.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:49 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:21 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 9:21 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:07 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Terminal Renewal and Improvement Program - Terminal A Design Services	
Action That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Supplemental Agreement No. 4, Contract No. 8500285, Terminal Renewal and Improvement Program, Terminal A Design Services, with Jacobs Engineering Group Inc., of Fort Worth, Texas, in an amount not to exceed \$120,322.00.			
Description <ul style="list-style-type: none"> • This action is part of the Terminal Renewal and Improvement Program (TRIP). • This action will provide a holistic design for upper and lower curbside signage at Terminal A, to serve as a prototype for Terminals B, C, and E. • This project includes, but is not limited to, the following activities: <ul style="list-style-type: none"> ◆ Survey existing upper and lower level curbside signage at Terminals A, B, C, and E ◆ Coordinate with user groups and client stakeholders ◆ Develop standards, details, and protocols for implementing the new signage systems ◆ Produce construction documents for new signage for the upper and lower level curbside of Terminal A based on concept plans and curbside allocations 			
Justification <ul style="list-style-type: none"> • This action is necessary to enhance customer service and to support curbside allocations and passenger flows between the terminals and the parking garages, which were modified by TRIP. • The implementation of the new signage system is intended to coordinate with the completion of TRIP renovation at each terminal. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • In accordance with the Board's MWBE Program, the MWBE goals for this contract are 20% on the base and 35% aggregately for supplemental agreements. • Jacobs Engineering Group Inc. has committed to achieving 20% MWBE participation on the base contract and 42% on the supplemental agreements. Actual MWBE commitments and achievements are reported in the attached MWBE status report. • Jacobs will self-perform the scope required for this action item. 			
Schedule/Term The current contract completion date will not be affected by this action.			
Contract #	Agreement #	Purchase Order #	Action Amount
8500285	04		NTE \$120,322.00
			Revised Amount
			NTE \$48,768,455.30
For Information contact	Fund	Project #	External Funding Source
Nate Smith 3-1891	Joint Capital Acct.	27000-07	Amount
			\$120,322.00

Additional Information

- In May 2010 the Board approved Resolution No. 2010-05-103 to begin Design Development of Terminal A.
- In January 2011 the Board approved Resolution No. 2011-01-017 for Construction Documents and Construction Support Services (CSS) for Terminal A Section A.
- In July 2011, the Board approved Resolution No. 2011-07-193 for design services for Terminal A, Sections A, B, and C.
- In September 2011 the Board approved Resolution No. 2011-09-261 for completion of design for Terminal A, Sections B and C.
- In February 2012 the Board approved Resolution No. 2012-02-046 for design and CSS to remove and replace the existing glazing system at Terminal A, Phase 1.
- In February 2012 the Board approved Resolution No. 2012-02-047 for Ramp Programming.
- In July 2012 the Board approved Resolution No. 2012-07-223 for design of the relocation of American Airlines Central Control Facility (C-Con), the replacement of Ramp Information Display Systems (RIDS) at Terminals A and C, and additional Interior Finishes Revisions (IFR) in all three phases of Terminal A.
- In August 2012 the Board approved Resolution No. 2012-08-267 for CSS for Terminal A, Phase 2.
- In June 2013 the Board approved Resolution No. 2013-06-166 for additional design and CSS to complete design for all three phases.
- In October 2013 the Board approved Resolution No. 2013-10-282 for additional design for identified and undefined revisions, and for cost reduction and Value Engineering (VE) revisions.
- In December 2013 the Board approved Resolution No. 2013-12-333 to extend CSS for Phase 2 and to provide limited CSS to support the Make Ready and Enabling construction work for Phase 3.
- In March 2014 the Board approved Resolution No. 2014-03-060 for additional design and CSS for Phase 2, Airport of the Future revisions in Phases 2 and 3, and indefinite delivery of design services.
- In June 2014 the Board approved Resolution No. 2014-06-124 to begin the CSS for the Renovation portion of Terminal A Phase 3.
- In August 2014 the Board approved Resolution No. 2014-08-181 to extend CSS through completion of Terminal A Phase 3.
- In September 2014 the Board approved Resolution No. 2014-09-209 to provide for design and CSS for a Concession Truck Docking Facility at Terminal A.
- In December 2014 the Board approved Resolution No. 2014-12-289 to deduct the design and CSS for Baggage Handling System for Phase 2.

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 a Contract Modification to Supplemental Agreement No. 4, Contract No. 8500285, Terminal Renewal and Improvement Program, Terminal A Design Services, with Jacobs Engineering Group Inc., of Fort Worth, Texas, in an amount not to exceed \$120,322.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:09 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:22 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:12 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:52 pm

Pending

Chief Executive Officer

Date

PROFESSIONAL SERVICES CONTRACT STATUS

8500285 SA04	TRIP Terminal A Design Services	Jacobs Engineering Group, Inc.
CONTRACT NUMBER	PROJECT TITLE	CONSULTANT
ORIGINAL CONTRACT AMOUNT \$ 9,998,130.48		
CHANGE ORDERS INCREASE OR (DECREASE) TO DATE: \$ 38,650,003.27		
PRESENT CONTRACT AMOUNT (including executed change orders): \$ 48,648,133.75		
CONTRACT EXECUTION DATE (NTP): 20-May-10		
DAYS EXTENDED: 1,837		
ORIGINAL CONTRACT EXPIRATION DATE: 20-May-11		
CURRENT CONTRACT EXPIRATION DATE: 30-May-16		

SUMMARY OF EXECUTED CONTRACT CHANGE ORDERS

C.O. NUMBER	DESCRIPTION	AMOUNT	DAYS EXT.	DATE EXECUTED	APPROVED BY STAFF/BOARD
01	Final Design and Construction Phase Support	\$ 11,276,294.48	630	1/27/2011	2011-01-017
02	Revise Professional Rate Schedule	\$ -	0	6/28/2011	Staff
03	Revise Professional Rate Schedule	\$ -	0	7/13/2011	Staff
04	Continue design of work at Terminal A, Sections B	\$ 2,350,028.71	0	8/10/2011	2011-07-193
05	Revise Professional Rate Schedule	\$ -	0	9/19/2011	Staff
06	Provide for the completion of design for Sections	\$ 9,760,789.44	0	11/11/2011	2011-09-261
07	Relocate telecom room TA-CN-2	\$ 18,459.28	0	11/10/2011	Staff
08	Reprogramming	\$ 1,187,423.36	0	2/29/2012	2012-02-047
09	Reglazing	\$ 404,759.21	0	3/23/2012	2012-02-046
10	New Potable/Fire Waterline Addition	\$ 39,988.45	0	5/21/2012	Staff
11	Revise Professional Rate Schedule	\$ -	0	7/9/2012	Staff
12	RIDS and Ccon Relocation and Interior Finishes Terminal A Section B Construction Support Services	\$ 483,769.11	0	7/24/2012	2012-07-223
13	Provide D&DMS for an Info Center at Terminal A Section A	\$ 2,867,363.25	365	11/14/2012	2012-08-267
14	Terminal A Phase 1 Security 4th lane addition	\$ 33,541.56	0	10/3/2012	Staff
15	To correct scope and dollars assoc with CO#13	\$ 32,088.48	0	11/15/2012	Staff
16	Revise Professional Rate Schedule- Add Argus	\$ (131.93)	0	1/8/2013	Staff
17	Additional CSS for Phase I, Additional CSS and Design services.	\$ -	0	5/3/2013	Staff
18	Revise GC&PD to add Aguirre Roden rates, Corgan rates, and add Field Rates for Ross & Barruzini.	\$ 1,806,002.16	0	6/21/2013	2013-06-166
19	IFR Revisions	\$ -	0	9/20/2013	Staff
20	Additional Design Scope for Phase II and design for anticipated but undefined scope and cost reduction measures.	\$ 243,059.38	0	9/30/2013	2013-06-166
21	Extend Ph 2 CSS and provide CSS for initial construction activities for Ph 3	\$ 1,174,855.21	515	11/20/2013	2013-10-282
22	Design for Phase 3 IFR	\$ 527,271.68	0	12/19/2013	2013-12-333
23	Extend Ph 2 CSS, add Airport of Future revisions to Ph 2 & Ph 3, and increase contract capacity to implement unanticipated design changes	\$ 179,315.73	0	12/23/2013	2013-06-166
24	Revise GC&PD to reflect max hourly rates & OH are controlled by the base contract	\$ 2,357,145.35	0	4/3/2014	2014-03-060
25	Provide limited CSS for Phase 3 to review RFI's & shop drawing submittals	\$ -	0	5/27/2014	Staff
26	Revise IDIQ Provisions	\$ 138,000.00	0	6/17/2014	2014-06-124
27	Extend Phase 2 & Phase 3 CSS	\$ -	0	6/17/2014	Staff
28	Truck Docking Facility Design & CSS	\$ 3,657,825.98	327	8/22/2014	2014-08-181
29	Remove Phase 2 BHS CSS	\$ 421,486.24	0	9/23/2014	2014-09-209
30		\$ (309,331.86)	0	12/18/2014	2014-12-289

TOTAL EXECUTED CONTRACT CHANGE ORDERS \$ 38,650,003.27 1,837

THIS ACTION

C.O. NUMBER	DESCRIPTION	AMOUNT	DAYS EXT.
31	Add Holistic Curbside Signage	\$ 120,321.55	0

SUMMARY OF PENDING CONTRACT CHANGE ORDERS

(Does not include "This Action")

TOTAL NUMBER	ESTIMATED VALUE	EST. DAYS

TOTAL CHANGE ORDERS (Executed, This Action & Pending): \$ 38,770,324.82

PROJECTED CONTRACT AMOUNT: \$ 48,768,455.30
PROJECTED CONTRACT EXPIRATION DATE: 30-May-16

Jacobs Engineering Group
Contract No. 8500285
MWBE Participation

Category	Contract Number	% Commit	% Achieve	Total MWBE \$	Total Paid To Date	Contract Progress
SA Rollup	850285000 All SAs	42.00%	38.74%	\$33,584,848.35	\$86,699,198.19	92.22%
Base Rollup	850285000 Base	20.00%	28.32%	\$2,293,207.34	\$8,096,939.06	77.11%
Detail	850285000 Base	20.00%	28.32%	\$2,293,207.34	\$8,096,939.06	77.11%
Detail	850285000 SA No. 1	42.00%	56.91%	\$170,780.75	\$300,075.83	100.00%
Detail	850285000 SA No. 2	42.00%	41.50%	\$860,858.62	\$2,074,519.95	90.82%
Detail	850285000 SA No. 3	42.00%	45.29%	\$982,656.52	\$2,169,737.33	95.65%
Detail	850285000 SA No. 4	43.43%	36.37%	\$16,655,456.72	\$45,796,855.81	93.54%
Detail	850285000 SA No. 5	35.00%	36.64%	\$2,888,470.10	\$7,882,366.08	95.29%
Detail	850285000 SA No. 6	39.00%	30.07%	\$182,814.77	\$607,973.19	94.88%
Detail	850285000 SA No. 7	82.83%	83.62%	\$499,687.99	\$597,588.13	96.59%
Detail	850285000 SA No. 8	73.53%	66.45%	\$1,558,768.47	\$2,345,626.95	95.75%
Detail	850285000 SA No. 9	82.90%	75.31%	\$231,324.95	\$307,150.48	60.35%
Detail	850285000 SA No. 10	42.00%	39.49%	\$1,043,481.83	\$2,642,535.52	99.89%
Detail	850285000 SA No. 11	20.00%	45.88%	\$579,059.23	\$1,262,251.37	91.42%
Detail	850285000 SA No. 12	83.96%	88.21%	\$181,163.39	\$205,369.60	80.36%
Detail	850285000 SA No. 13	43.46%	39.01%	\$3,901,926.86	\$10,001,859.11	95.15%
Detail	850285000 SA No. 14	41.96%	38.76%	\$188,623.56	\$486,593.75	97.49%
Detail	850285000 SA No. 15	39.04%	27.01%	\$159,066.76	\$588,969.80	98.40%
Detail	850285000 SA No. 16	44.73%	14.13%	\$24,284.56	\$171,858.69	48.72%
Detail	850285000 SA No. 17	8.28%	5.88%	\$32,939.28	\$560,406.18	98.60%
Detail	850285000 SA No. 18	32.97%	26.14%	\$111,637.06	\$427,068.29	100.00%
Detail	850285000 SA No. 19	41.34%	28.33%	\$877,389.90	\$3,096,625.62	25.02%
Detail	850285000 SA No. 20	65.76%	47.48%	\$2,205,399.06	\$4,645,015.52	62.46%
Detail	850285000 SA No. 21	25.20%	26.34%	\$88,893.43	\$337,466.92	88.73%
Detail	850285000 SA No. 22	88.27%	83.73%	\$160,164.54	\$191,284.07	82.55%

Cumulative Activity Period thru 8/11/15

Operations

Action

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Airfield Lighting and Components		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 7006203, for Airfield Lighting and Components, with Airport Lighting Systems, Inc., of Grapevine, Texas, in an amount not to exceed \$1,743,295.78, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.				
Description <ul style="list-style-type: none">Award a Contract for Airfield Lighting and Components for the Airport's Energy, Transportation and Asset Management Department. Justification <ul style="list-style-type: none">This is a replacement for an existing Contract which has been in place for three years.Airfield lighting is an integral component of the airfield and is essential in providing a safe environment for Airline operations.The Airport has an ongoing need for airfield lighting and repair components, ranging from new fixtures required for runways and taxiways to repair parts for maintenance of systems currently in place.These repair items include light cans, lamps, lamp lenses, transformers, fixtures and other components that are compatible with operating existing airfield lighting systems.Products must comply with all pertinent Federal Aviation Administration (FAA) Standards for airfield lighting parts and components.				
D/S/M/WBE Information <ul style="list-style-type: none">N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).Airport Lighting Systems, Inc. is a certified Small Business Enterprise (WF-C); therefore their self-performance will be counted towards the Board's overall SBE Program goals.				
Schedule/Term <ul style="list-style-type: none">Start Date: September 2015Contract Term: Two years, with three one-year renewal options				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
7006203			NTE \$1,743,295.78	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Rusty Hodapp 3-3670 Chris Brammeier 3-5635	0102			\$1,743,295.78

Additional Information

- One hundred seventy-three (173) Invitations to Bid were issued, including seventy-two (72) to SBE firms.
- One (1) bid, from a SBE firm, was received on or before the due date of July 13 2015.
- Airport Lighting Systems, Inc., of Grapevine, Texas, SBE-Certified with NCTRCA, is the only responsive, responsible Bidder.
- The award amount represents the Airport's Energy, Transportation and Asset Management's Department estimated requirements for airfield lighting and components over the two-year Contract term.

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. 7006203, for Airfield Lighting and Components, with Airport Lighting Systems, Inc., of Grapevine, Texas, in an amount not to exceed \$1,743,295.78, for the initial two-year term of the Contract, with options to renew for three additional one-year periods.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:31 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:23 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:19 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:08 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Window Cleaning Services		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 7006238, for Airport-Wide Window Cleaning Services, with City Wide Building Services, LLC, of Dallas, Texas, in an amount not to exceed \$6,700,085.00, for the five-year term of the Contract.				
Description <ul style="list-style-type: none">Award a Contract for Airport-Wide Window Cleaning Services for the Airport's Energy, Transportation and Asset Management Department. Justification <ul style="list-style-type: none">This is a replacement for an existing Contract which has been in place for five years.Window cleaning services will be provided at over 70 Airport facilities, with over 1.3 million square feet of glass.This Contract provides high-dusting services in Terminal D for Concessionaire roofs and Skylink Air Conditioning ducts.The window cleaning service frequencies at the Terminals, Skylink, Rental Car Center, Public and Non-Public facilities are based on the needs of the facility.This Contract will provide all window cleaning services including oversight of all operations, maintenance management, and quality control services.The bid price represents a 4% reduction from the previous Contract amount.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, the SBE goal for this contract is 15%.City Wide Building Services, LLC (WM-C), has committed to achieving 15% SBE participation through self-performance.				
Schedule/Term <ul style="list-style-type: none">Start Date: January 2016Contract Term: Five years				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
8006238			NTE \$6,700,085.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Rusty Hodapp 3-3670 Kelly Cleveland 3-4872	0102			\$6,700,085.00

Additional Information

- Eighty-three (83) Invitations to Bid were issued, including four (4) to SBE firms.
- Three (3) bids, including two (2) from SBE firms, were received on or before the due date of July 31, 2015.

Bidder	Bid Amount
City Wide Building Services, LLC ^{N1} Dallas, Texas	\$6,700,085.00
Squeegee Squad Plano, Texas	\$13,097,934.42
All Janitorial Services, Inc. ^{N2} Plano, Texas	\$5,525,400.00 (Non-Responsive)
Note: 1. SBE-Certified with Texas Department of Transportation. 2. SBE-Certified with NCTRCA and Dallas/Fort Worth Minority Supplier Development Council.	

- The bid submitted by All Janitorial Services, Inc., of Plano, Texas, was determined to be non-responsive as their staffing and equipment plan were inadequate to meet the specification requirements.
- City Wide Building Services, LLC, of Dallas, Texas, is the lowest responsive, responsible Bidder.

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. 7006238, for Airport-Wide Window Cleaning Services, with City Wide Building Services, LLC, of Dallas, Texas, in an amount not to exceed \$6,700,085.00, for the five-year term of the Contract.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:33 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:24 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:32 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:09 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Consolidated Grounds Maintenance Services		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 7006237, for Consolidated Grounds Maintenance Services, with JBa Land Management LLC, of Dallas, Texas, in an amount not to exceed \$11,165,809.00, for the five-year term of the Contract.				
Description <ul style="list-style-type: none">Award a Contract for Consolidated Grounds Maintenance Services for the Airport's Energy, Transportation and Asset Management Department. Justification <ul style="list-style-type: none">This is a replacement for an existing Contract which has been in place since October 2010.The Contract provides for landscaping services including mowing, trimming, tree and shrub maintenance, weed control and fertilization, on 2,248 acres.The Contract also provides for litter control for 391 acres of parking lots, as well as on-call equipment operator services for vehicles applying sand and deicing materials to public roadways during periods of inclement winter weather.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, the SBE goal for this contract is 25%.JBa Land Management LLC has committed to achieving 12.56% SBE participation utilizing Lawn Patrol Service, Inc., (BM-C).JBa Land Management LLC is a certified Small Business Enterprise (BM-C); therefore their self-performance will be counted towards the Board's overall SBE Program goals.				
Schedule/Term <ul style="list-style-type: none">Start Date: October 2015Contract Term: Five years				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
7006237			NTE \$11,165,809.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Rusty Hodapp 3-3670 Kelly Cleveland 3-4872	0102			\$11,165,809.00

Additional Information

- One hundred sixteen (116) Invitations to Bid were issued, including nine (9) to SBE firms.
- Three (3) bids, including one (1) from a SBE firm, were received on or before the due date of July 22, 2015.

Bidder	Bid Amount
JBa Land Management LLC ^{N1} Dallas, Texas	\$11,165,809.00
LandCare Grand Prairie, Texas	\$13,633,044.60
Site Planning Site Development, Inc. Arlington, Texas	\$14,104,397.00
Note: 1. SBE-Certified with NCTRCA.	

- JBa Land Management LLC, of Dallas, Texas, is the lowest responsive, responsible Bidder.

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. 7006237, for Consolidated Grounds Maintenance Services, with JBa Land Management LLC, of Dallas, Texas, in an amount not to exceed \$11,165,809.00, for the five-year term of the Contract.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:44 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:24 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:39 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Energy & Transportation Mgmt
Aug 19, 2015 8:09 am

Pending

Chief Executive Officer

Date

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Amendments to the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board.	
Action That the Airport Board approve amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations of the Dallas/Fort Worth International Airport Board, and recommend approval of such amendments to the Cities of Dallas and Fort Worth.			
Description This action will approve the attached amendments to Chapters 2, 3, 9 and Appendix I of the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board as follows: Chapter 2 - Traffic Regulations <ul style="list-style-type: none"> Throughout the Chapter, change "Vice President of Operations" to "Administrator", "VP Customer Service" to "VP Parking Business Unit", and in Sec. 2-68, change "Director" to "Administrator" to utilize appropriate term and correct terminology. To make it an offense to park equipment on the Air Operations Area (AOA) that is inoperable or undergoing maintenance, or to park equipment on the AOA that the VP of Operations has instructed them to remove from the AOA. To allow electronic signatures for e-tickets for parking violations. To include adjudication of parking violations by email and the online adjudication process. To provide that parking authorizations may be placed either in the front or rear window of a vehicle. To make it an offense to fail to be secured by a safety belt when operating or riding in a vehicle on the AOA in a seat that is equipped with a safety belt. Chapter 3 - Miscellaneous Offenses <ul style="list-style-type: none"> To amend the section prohibiting animals in terminals to create an exception for airport-authorized therapy animals and handlers engaged in Airport therapy animal activities. To add an offense to allow foreign object debris to remain on a portion of the AOA that is obligated to be kept clean. To move section regarding possession or consumption of an alcoholic beverage from Chapter 2 (Traffic Regulation) to Chapter 3 (Miscellaneous Offenses). To make it an offense to fail to wear a reflective garment while on the AOA. Chapter 9 - Airport Security <ul style="list-style-type: none"> Add issuance of 2 different SIDA badges, one with no escorting privileges. Appendix I <ul style="list-style-type: none"> Addition of Technology Drive (E & W) Addition of Terminals A & E Entrance, Exit and Recirculation Roads. Remove Terminals A & E Public Loop Roads. 			
D/S/M/WBE Information <ul style="list-style-type: none"> N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Board policies and amendments). 			
Schedule/Term			
Contract #	Agreement #	Purchase Order #	Action Amount \$0
			Revised Amount \$0
For Information contact	Fund	Project #	External Funding Source Amount \$0
Elaine Rodriguez 3-5487			

Additional InformationAdditional Attachments: **Y****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Airport Board hereby approves the amendments to Chapters 2, 3, 9 and Appendix I to the Code of Rules and Regulations of the Dallas Fort Worth International Airport Board and recommend approval of such amendments by the Cities of Dallas and Fort Worth.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:58 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 9:23 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:13 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Legal
Aug 20, 2015 9:08 am

Pending

Chief Executive Officer

Date

DFW Code of Rules and Regulations

Chapter 2

Traffic Regulation

Proposed Revisions

Chapter 2 Traffic Regulation

ARTICLE I. IN GENERAL.

- Sec. 2-1. General Law Governing.
- Sec. 2-2. Traffic Control Installations.
- Sec. 2-3. Definitions.

ARTICLE II. ENFORCEMENT.

- Sec. 2-5. Law Enforcement.
- Sec. 2-6. Parking Enforcement.
- Sec. 2-7. Towing.

ARTICLE III. LANDSIDE TRAFFIC.

- Sec.2-10. Obedience to Traffic Control Devices.
- Sec. 2-11. Cruising.

ARTICLE IV. AIRSIDE TRAFFIC.

- Sec. 2-20. Control of Vehicles.
- Sec. 2-21. Authority to Operate on the AOA.
- Sec. 2-22. Yield to Aircraft.
- Sec. 2-23. Aircraft Movement Area.
- Sec. 2-24. Speed Limit and Traffic Control.
- Sec. 2-25. Reckless Driving.
- Sec. 2-26. Obedience to Signs.
- Sec. 2-27. Parking on the AOA.
- Sec. 2-28. Motor Vehicle Accidents.
- Sec. 2-29. Driving Under the Influence.
- Sec. 2-30. Safety Belts.

ARTICLE V.

Deleted: Possession or Consumption of an Alcoholic Beverage.¶

PARKING VIOLATIONS.

- Sec. 2-40. Obedience to Signs.
- Sec. 2-41. No Parking.
- Sec. 2-42. Unauthorized Zone.
- Sec. 2-43. Limited Parking.
- Sec. 2-44. Fire Lane.
- Sec. 2-45. Failure to Park in Marked Space.
- Sec. 2-46. Employee Parking Areas.
- Sec. 2-47. Parking by Air Operation Areas Fences.
- Sec. 2-48. Passenger Loading Zones – No Unattended Vehicle.
- Sec. 2-49. Impeding Flow of Traffic.
- Sec. 2-50. Loading Zone.
- Sec. 2-51. Parking Defenses.

ARTICLE VI.

ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS.

- Sec. 2-60. Parking Violations Made Civil Offenses.
- Sec. 2-61. General Authority and Duty of the Administrator.
- Sec. 2-62. Hearing Officers; Powers, Duties and Functions.
- Sec. 2-63. Parking Citations Form.
- Sec. 2-64. Service of a Parking Citation; Presumption of Service.
- Sec. 2-65. Liability of the Vehicle Owner and Operator; Presumption of Liability.
- Sec. 2-66. Answering a Parking Citation.
- Sec. 2-67. Adjudication by Mail, Electronic Mail or through the Online Citation Appeal System.
- Sec. 2-68. Hearings for Disposition of a Parking Citation; Parking Citation as Prima Facie Evidence.
- Sec. 2-69. Failure to Answer a Parking Citation or Appear at a Hearing.
- Sec. 2-70. Civil Fine Schedule.

Deleted: Vice President of Operations

Deleted: .

- Sec. 2-71. Enforcement of Order.
- Sec. 2-72. Removal of Immobilization Device.
- Sec. 2-73. Immobilization/Impoundment Hearing.
- Sec. 2-74. Appeal from Hearing.
- Sec. 2-75. Disposition of Civil Fines, Penalties, and Costs.

ARTICLE I. IN GENERAL.

SEC. 2-1. GENERAL LAW GOVERNING.

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

SEC. 2-2. TRAFFIC CONTROL INSTALLATIONS.

- (a) All devices, signs, signals, markings or insignia shall conform to the manual and specifications adopted by the Texas Transportation Commission, as set forth in Transportation Code, Section 544.001 and Transportation Code, Section 544.002.
- (b) Except for speed limit signs, all traffic control devices, signs, signals, markings and insignias as presently located, erected or installed on the premises of the Airport, are hereby adopted, affirmed and ratified. The Executive Director shall conduct studies and investigations relating to all such traffic control devices, signs, signals, markings and insignia, and in accordance with such studies, make changes deemed necessary. This includes declaring a parking ban for specified areas of the Airport in the interest of traffic safety or security. Any changes, when effected, shall be entered upon an official record to be maintained by the Executive Director.
- (c) Based upon the authority vested in the Cities of Dallas and Fort Worth by Transportation Code, Section 545.356 and Transportation Code, Section 545.363, the speed limits upon the streets, ways, passages and vehicular routes within the boundaries and confines of the Airport are set, affirmed and ratified as described in Appendix I of this Code. Unless otherwise provided, the maximum speed limit on streets, ways, passages and vehicular routes within the boundaries and confines of the Airport shall be thirty (30) miles per hour. The streets, ways, passages and vehicular routes, and their corresponding block numbers within the boundaries and confines of the Airport, are set, affirmed, and ratified as described in Appendix I of this Code. In compliance with the above authority, the Airport Board directs the Executive Director to perform engineering and traffic investigations to ensure the

prima facie maximum speed limits set forth in Appendix I are reasonable and safe under the conditions found to exist at all intersections and Airport Roadways. The delegation of authority herein granted shall not extend to establishing or changing speed limits, but shall be established by the Airport Board according to the requirements of State Law as delegated to the Cities by Legislative enactment.

SEC. 2-3. DEFINITIONS.

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

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

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

AIRCRAFT RESCUE AND FIRE FIGHTER ROAD (AARF) or EMERGENCY ACCESS ROADS shall mean roads on the AOA that are maintained to support emergency responses.

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

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

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

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

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

- (a) a disabled person or disabled veteran license plate from the state;
- (b) a disabled parking placard from the state; or
- (c) a license plate or placard bearing the international symbol of access issued by a U.S. state or by a state or province of a foreign country.

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

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

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

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

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

JUNKED VEHICLE shall have the meaning defined in Section 683.071 of the Texas Transportation Code.

MOVEMENT AREA shall mean the area of the AOA utilized for taxiing, takeoff, and landing of aircraft and includes adjacent undeveloped areas. The movement area does not include loading ramps and parking area ramps.

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

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

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

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

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

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

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

STOP or **STOPPING** shall mean:

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

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

ARTICLE II. ENFORCEMENT.

SEC. 2-5. LAW ENFORCEMENT.

(a) Composition of Police Force.

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

(b) Chief of Police.

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

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

(c) Duties and Powers of Police Officers.

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

SEC. 2-6. PARKING ENFORCEMENT.

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

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SEC. 2-7. TOWING.

- (a) Any vehicle which is abandoned or junked, parked in violation of this code, or representing an operational hazard at the Airport, may be booted, removed or towed away and impounded all at the operator's or owner's expense and without liability for any damage to the vehicle. Such expense shall be a lien against the vehicle and payment in full shall be a prerequisite to the reclaiming of the vehicle by the operator or owner.
- (b) The method of disposition of abandoned or junked motor vehicles or other vehicles shall be as set forth in the Transportation Code Chapter 683.
- (c) Any boat, trailer, storage compartment or other like property left in any terminal, remote, or employee parking facility on the Airport without authorization from the

Executive Director will be towed away and impounded all at the operator's or owner's expense and without liability for any damage to the vehicle.

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

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

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

ARTICLE III. LANDSIDE TRAFFIC.

SEC. 2-10. OBEDIENCE TO TRAFFIC CONTROL DEVICES.

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

SEC. 2-11. CRUISING.

- (a) A person commits an offense if he drives a regulated vehicle and he:
 - (1) engages in cruising within 500 feet of any Airport Terminal, bus stop, rental car facility, parking facility or any other location designed to assist Airport customers locate alternate means of transportation to or from the Airport; and,
 - (2) does not possess a valid dispatch authorization or other form of permission from the Administrator.
- (b) Enforcement;
 - (1) Enforcement action may be taken under this section any time after a police officer has determined that the driver of a vehicle has passed the same location more than 3 times within a 2 hour period.

**ARTICLE IV.
AIRSIDE TRAFFIC.**

SEC. 2-20. CONTROL OF VEHICLES.

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

SEC. 2-21. AUTHORITY TO OPERATE ON THE AOA.

- (a) No person shall enter by foot or other conveyance or operate any motor vehicle on the AOA, unless it is directly related to an aviation activity on the Airport, the business of the Airport Board, or the business of a tenant, an authorized subtenant or authorized user of the Airport.
- (b) A person commits an offense if he is on the AOA and:
 - (1) does not display evidence of authorization issued by the Executive Director or his designee; or
 - (2) is not under authorized escort as described in Chapter 9.
- (c) A person commits an offense if he operates a motor vehicle on the AOA and:
 - (1) does not have a valid government issued driver's license in his possession;
 - (2) does not have a license in his possession that is appropriate for the type of vehicle being operated; or,
 - (3) does not display or refuses to present a driver's license upon demand by a Peace Officer.

SEC. 2-22. YIELD TO AIRCRAFT.

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

Sec. 2-23. AIRCRAFT MOVEMENT AREA.

- (a) A person commits an offense if he operates a motor vehicle or travels by foot or by any conveyance and crosses the non-movement area boundary marking from the non-movement area into the movement area, unless in support of airport operations.
- (b) A person commits an offense if he operates a motor vehicle or travels on foot or by any conveyance and crosses the runway holding position marking of an active runway without first having received clearance to proceed from the FAA control tower.

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

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

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

- (a) in the Non-Movement Area at a speed in excess of twenty (20) miles per hour; or
- (b) on the ARFF service roads in excess of forty-five (45) miles per hour.

SEC. 2-25. RECKLESS DRIVING.

A person commits an offense if he operates a motor vehicle on the AOA in a willful or wanton disregard for the safety of persons or property.

SEC. 2-26. OBEDIENCE TO SIGNS.

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

- (a) he disregards a posted regulatory sign, special sign, signal, marking or device used to regulate, warn, or guide traffic; or
- (b) fails to comply with directions given by the control tower, a law enforcement officer, or a person designated by the Airport to control traffic.

SEC. 2-27. PARKING ON THE AOA.

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

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

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

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

(d) that is inoperable or undergoing maintenance; or

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

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SEC. 2-28. MOTOR VEHICLE ACCIDENTS.

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

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

- (b) render aid if necessary;
- (c) exchange driver, vehicle, and insurance information if necessary; and
- (d) notify the DFW Airport DPS and the Airport Operations Center.

SEC. 2-29. DRIVING UNDER THE INFLUENCE.

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

- (a) has any detectable amount of alcohol in the person's system;
- (b) has any detectable amount of a dangerous drug in the person's system; or,
- (c) does not have the normal use of his mental or physical faculties by reason of the introduction of a controlled substance, a drug, a combination of two or more substances or any other substance into the body.

SEC. 2-30. SAFETY BELTS.

(a) A person commits an offense if the person (1) is operating or riding in a vehicle, (2) is occupying a seat that is equipped with a safety belt, and (3) is not secured by a safety belt while the vehicle is being operated in either the movement area or non-movement area of the Air Operations Area.

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

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

- (1) The person is engaged in servicing an aircraft and is driving or riding in a vehicle located within 25 feet of that aircraft;
- (2) The person is driving or riding in a vehicle within a baggage make-up area and the person is present for the purpose of positioning equipment;
- (3) The person is an emergency service provider performing his official duties;
- (4) The person possesses a written statement from a licensed physician stating that for a medical reason the person should not wear a safety belt; or
- (5) The person presents to the court, not later than the 10th day after the date of the offense, a written statement from a licensed physician stating that for a medical reason the person should not wear a safety belt.

Deleted: SEC. 2-30. POSSESSION OR CONSUMPTION OF AN ALCOHOLIC BEVERAGE.

<#>A person commits an offense if he is in possession of an alcoholic beverage on the Air Operations Area unless he is:

¶

<#>an airline employee serving an alcoholic beverage in performance of his duties; or

¶

<#>an employee of an airline or a contracted delivery person delivering alcohol to an aircraft or a terminal building.

¶

<#>A person commits an offense if the person consumes an alcoholic beverage on the Air Operations Area unless he is a ticketed passenger on an aircraft where alcoholic beverages are served by airline personnel.

**ARTICLE V.
PARKING VIOLATIONS.**

SEC. 2-40. OBEDIENCE TO SIGNS.

- (a) A person commits an offense, if as the operator of a vehicle, he stops, stands, or parks a vehicle within the boundaries of the Airport in violation of an official sign, curb marking, or street marking prohibiting, regulating, or restricting the parking, stopping, or standing of vehicles except when necessary to avoid conflict with other traffic or to be in compliance with the law or the directions of a police officer.
- (b) A person commits an offense if he:
 - (1) is not a disabled person or transporting a disabled person and stops, stands, or parks a vehicle with a valid disabled person license plate, a disabled veteran license plate, a disabled parking placard, or a license plate or placard bearing the international symbol of access in a parking space or area designated specifically for the disabled; or,
 - (2) stops, stands, or parks a vehicle that does not display a valid disabled person license plate, a disabled veteran license plate, a disabled parking placard, or a license plate or placard bearing the international symbol of access in a parking space or area designated specifically for the disabled; or,
 - (3) stops, stands, or parks a vehicle in such a manner that the vehicle blocks an access or curb ramp or any other architectural improvement designed to aid the disabled.

SEC. 2-41. NO PARKING.

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

SEC. 2-42. UNAUTHORIZED ZONES.

A person commits an offense if:

- (a) as the operator of a vehicle he stops, stands, or parks in a zone designated by the Airport for the use of a specified transportation provider and the vehicle he is driving does not display a valid permit or other proof of authorization issued by the Airport; or,
- (b) as the operator of an authorized Limo, Taxi, Terminal Link, Shared Ride vehicle, or other courtesy vehicle he stops, stands, or parks in a zone for which his vehicle is not authorized.

SEC. 2-43. LIMITED PARKING.

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

SEC. 2-44. FIRE LANE.

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

SEC. 2-45. FAILURE TO PARK IN MARKED SPACE.

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

SEC. 2-46. EMPLOYEE PARKING AREAS.

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

SEC. 2-47. PARKING BY AIR OPERATION AREAS FENCE.

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

SEC. 2-48. PASSENGER LOADING ZONES – NO UNATTENDED VEHICLE.

- (a) The Airport Board may establish zones for loading or unloading passengers where no unattended vehicles are permitted. Such zones shall be designated with appropriate control devices, signs, signals, markings or insignia.
- (b) A person commits an offense if the person parks, stops, or stands any vehicle and leaves it unattended in any Passenger Loading or No Unattended Vehicle zone.

SEC. 2-49. IMPEDING FLOW OF TRAFFIC.

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

SEC. 2-50. LOADING ZONES.

- (a) The Airport Board may establish Loading Zones for the loading and unloading of material at the Airport. Loading zones shall be designated with appropriate control devices or signs and may designate specific times for the activity.
- (b) A person commits an offense if he:
 - (1) stops, stands or parks any vehicle in a Loading Zone other than for unloading and delivery, pickup and loading of material by a vehicle authorized by the Executive Director for such use; or,

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

SEC. 2-51. PARKING DEFENSES.

(a) Law Enforcement and Emergency Service Vehicles.

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

(b) Authorized persons.

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

- (a) was parked in a limited parking space and had parking authorization, in a form approved by the Executive Director and authorization was placed to be clearly visible on either the front windshield or rear window of the vehicle; or,
- (b) stopped, stood, or parked at the direction of a law enforcement officer, a traffic or parking controller, or an official traffic-control device.

ARTICLE VI.

ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS.

SEC. 2-60. PARKING VIOLATIONS MADE CIVIL OFFENSES.

Every violation of Article V of this chapter governing the stopping, standing, or parking of a vehicle is a civil offense.

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

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

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SEC. 2-62. HEARING OFFICERS; POWERS, DUTIES, AND FUNCTIONS .

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

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

- (1) to administer oaths;
- (2) to accept admissions to, and to hear and determine contests of, parking violations under this section;
- (3) to issue orders compelling the attendance of witnesses and the production of documents, which orders may be enforced by a municipal court;
- (4) to assess civil fines, penalties, and other costs for a parking violation in accordance with SEC.2-70 of this section;
- (5) to waive penalties assessed for a parking violation in accordance with Sec.2-70 of this section; and
- (6) to preside over, hear evidence, and make findings at an immobilization or impoundment hearing in accordance with this section.

SEC. 2-63. PARKING CITATIONS; FORM.

(a) A parking citation serves as the summons and complaint for purposes of this section.

(b) A parking citation must be on a form prescribed by the Administrator or his designated representative, and must include the following information:

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- (1) the nature, date, time, and location of the alleged parking violation;
- (2) the license plate number of the illegally parked vehicle, or if not visible or legible, the vehicle identification number or the inspection tag number;
- (3) the make of the illegally parked vehicle;
- (4) the date, time, and location of the administrative adjudication hearing, to be set not later than 15 calendar days after the date of issuance of the parking citation;
- (5) a notification that the person charged with the parking violation has the right to an instanter hearing any business day before the scheduled administrative adjudication hearing; and
- (6) a notification that failure to timely appear at either an instanter hearing or a scheduled administrative adjudication hearing is considered an admission of liability for the parking violation charge and will result in the assessment of appropriate civil fines, penalties, and costs and may result in the immobilization, towing, and impoundment of the vehicle for which the citation was issued.

- (c) The original or any copy of a parking citation is a record kept in the ordinary course of Airport Board business and is prima facie evidence of the facts contained in the parking citation.

SEC. 2-64. SERVICE OF A PARKING CITATION; PRESUMPTION OF SERVICE.

- (a) A parking citation must be served personally upon the operator of a vehicle who is present at the time of service. If the operator is not present, or cannot otherwise be personally served, the parking citation must be served upon the registered owner of the vehicle by affixing the parking citation to the vehicle in a conspicuous place.
- (b) An operator of a vehicle who is not the vehicle's owner, but who uses or operates the vehicle with the express or implied permission of the owner, shall be considered the owner's agent authorized to receive a parking citation required to be served upon the registered owner or operator of a vehicle in accordance with the provisions of this section.
- (c) If the owner or operator of a vehicle drives the vehicle away from or in any manner leaves the site of the parking violation while the issuing officer is preparing the parking citation, or refuses service of the parking citation, this fact shall be noted on the original and all copies of the parking citation.
- (d) The original parking citation must be signed by the issuing officer who shall affirm the truth of the facts set forth in the citation. An electronic signature satisfies the signature requirement.
- (e) The original and all copies, including all electronic copies, of a parking citation are prima facie evidence that the parking citation was issued and that an attempt at service was made in accordance with the provisions of this section.

SEC. 2-65. LIABILITY OF THE VEHICLE OWNER AND OPERATOR; PRESUMPTION OF LIABILITY.

- (a) Except as provided in subsection (b), the registered owner and the operator of a vehicle, when not the same, shall both be liable to the Airport Board for a parking violation charge, except that the operator of a vehicle shall be solely liable if the owner can prove that the vehicle was operated without the owner's express or implied consent. A vehicle owner who pays any civil fines, penalties, or costs pursuant to this section shall have the right to recovery from the vehicle operator.
- (b) A vehicle owner who is engaged in the business of renting or leasing vehicles under written rental or leasing agreements shall not be liable for parking fines, penalties, and costs imposed by the Airport Board on a rented or leased vehicle if, within 30 days after receiving written notice of a parking violation, the vehicle owner provides in affidavit form the true name, address, driver's license number and state or country of issuance of the person in possession of the vehicle at the time the parking citation was issued, or a true copy of the lease or rental agreement in effect at the time the parking citation was issued.

- (c) A lessor of a vehicle who fails to comply with subsection (b) shall be treated as any other vehicle owner and shall be liable with the vehicle operator for a parking violation charge.
- (d) It is a defense to any charge of a parking violation that, at the time of the violation, the illegally parked vehicle was reported to a police department as having been stolen prior to the time of the violation and had not yet been recovered.
- (e) In any hearing to administratively adjudicate a parking citation, it is presumed that the registered owner of the vehicle for which the citation was issued is the person who stopped, stood, or parked the vehicle at the time and place of the parking violation. Proof of ownership may be made by a computer-generated record of the registration of the vehicle showing the name of the person to whom the license plate was issued. This proof is prima facie evidence of the ownership of the vehicle by the person to whom the certificate of registration was issued.

SEC. 2-66. ANSWERING A PARKING CITATION.

- (a) A person who has been issued a parking citation shall answer to the charge of the parking violation by the date shown on the citation. An answer may be made in any of the following ways:
 - (1) an admission of liability with payment of the applicable civil fine, and any additional penalties and costs;
 - (2) a denial of liability made before a hearing officer at an administrative adjudication hearing on a date specified in the parking citation or at an instanter hearing before that date;
 - (3) an admission of liability with an explanation made before a hearing officer at an administrative adjudication hearing on a date specified in the parking citation or at an instanter hearing before that date;
 - (4) a request for permission from a hearing officer to adjudicate by mail; or electronic mail;
 - (5) a request to reset a scheduled administrative adjudication hearing from the date shown on the parking citation. A scheduled hearing may not be reset more than once unless the person charged pays to the Administrator, or his designated representative, an amount equal to the applicable civil fine for the parking violation, with any additional penalties and costs.
- (b) The Administrator, or his designated representative, shall issue a receipt for any amounts paid under this paragraph. After presentation of the receipt, all amounts paid will be refunded to the person charged if the hearing officer, or a municipal court on appeal, finds that the person is not liable for the parking violation.
- (c) Payment of the civil fine and any additional penalties and costs may be made in person or by mailing to the Airport Board the parking citation accompanied by payment of the amount shown on the citation. Payment by mail may be made only by money order, check, or in a manner prescribed by the Administrator, or his

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designated representative. Payment of the civil fine and all penalties and costs assessed pursuant to this section shall operate as a final disposition of the parking violation charge, except when payment is made to reset a scheduled hearing or to file an appeal.

SEC. 2-67. ADJUDICATION BY MAIL, ELECTRONIC MAIL, OR THROUGH THE ONLINE CITATION APPEAL SYSTEM.

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- (a) If a person charged with a parking violation shows good cause for not attending a hearing, either personally or through a representative, the hearing officer may permit the matter to be adjudicated by mail, electronic mail, or through the online citation appeal system, which adjudication must be completed within 90 calendar days of the date of the citation.
- (b) Letters, memoranda, affidavits, photographs, and other documentary materials shall be admissible as evidence for the purposes of adjudication by mail, electronic mail or through the online citation appeal system. The hearing officer may exclude from consideration any material that is not relevant to the adjudication of the alleged violation.
- (c) Failure of the person charged to proceed with an adjudication by mail, electronic mail or through the online citation appeal system, after requesting and receiving permission to adjudicate by mail, electronic mail or through the online citation appeal system, is an admission by the person charged of liability for the parking violation and shall subject the person who requested the adjudication by mail, electronic mail or through the online citation appeal system, to the appropriate civil fines, penalties, and costs assessed by the hearing officer.
- (d) If a hearing officer determines that an adjudication cannot proceed by mail, electronic mail or through the online citation appeal system, the hearing officer shall advise the person charged by first class mail that the person must appear to answer the charge at a hearing.

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SEC. 2-68. HEARINGS FOR DISPOSITION OF A PARKING CITATION; PARKING CITATION AS PRIMA FACIE EVIDENCE.

- (a) Every hearing for the adjudication of a parking violation charge under this section shall be held before a hearing officer.
- (b) At a hearing, the parking citation is prima facie proof of its contents and the officer or other authorized person who issued the parking citation is not required to be present; except, that the issuing officer or other authorized person shall be present at a scheduled administrative adjudication hearing if requested by the person charged or by the hearing officer.
- (c) At a hearing, the hearing officer shall hear and consider evidence presented by the Airport Board and by the person charged. The formal rules of evidence do not apply to a hearing under this section, and the hearing officer shall make a decision based upon a preponderance of the evidence presented at the hearing, after giving due weight to all presumptions and prima facie evidence established by this section or other applicable law.

(d) At the conclusion of an instant or a scheduled administrative adjudication hearing, the hearing officer shall immediately render an order or decision, either by:

(1) finding the person charged liable for the parking violation, assessing the applicable civil fine and any penalties and other costs in accordance with this section, and notifying the person of the right to appeal to municipal court; or,

(2) finding the person charged not liable for the parking violation.

(e) An order of a hearing officer may be filed with the Administrator or his designated representative. The order may be recorded using computer printouts, microfilm, microfiche, or similar data processing techniques.

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SEC. 2-69. FAILURE TO ANSWER A PARKING CITATION OR APPEAR AT A HEARING.

(a) The failure of any person charged with a parking violation to answer to the charge within 15 calendar days after the date of issuance of the parking citation or to appear at any hearing, including a hearing on appeal, when required to appear is an admission of liability for the parking violation, and the hearing officer, or the municipal court in the case of an appeal, shall issue an order of liability and assess against the person charged with the violation the appropriate civil fines, penalties, and other costs.

(b) Within 7 calendar days after filing an order of liability issued under this section, a hearing officer shall notify the registered owner or operator of the vehicle in writing of the order. The notice must be sent by first class mail to the last address of the registered owner on record with the Texas Department of Transportation, or to the address of the registered owner or operator last known to the hearing officer. The notice must include a statement:

(1) of the amount of civil fines, penalties, and costs assessed;

(2) of the right to appeal to municipal court; and

(3) that failure to pay can result in immobilization and impoundment of the vehicle and the debt being placed on the debtor's credit report for seven years or until such time as the debt is paid.

SEC. 2-70. CIVIL FINE SCHEDULE.

(a) The following is the schedule of civil fines for parking violations of this Code that are made civil offenses under this section:

Violation	Civil Fine
Obedience to Signs	\$58.00
Handicap Space	<u>\$,500.00</u>
No Parking	\$58.00
Unauthorized Zone	\$58.00
Limited Parking – 1hr/2hr	\$58.00
Fire Lane	\$68.00
Failure to Park in Marked Space	\$58.00

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Employee Parking Areas (no decal/expired decal)	\$58.00
Parking by AOA Fence	\$58.00
Passenger Loading Zones (No Unattended Vehicle)	\$58.00
Impeding Flow of Traffic	\$58.00
Loading Zone	\$58.00
Boot Fee	\$100.00

- (b) If a civil fine is assessed, it must be in accordance with this section. A civil fine may not be waived or modified by a hearing officer, or by a municipal court on appeal, except that additional penalties and other costs may be added in accordance with this section.
- (c) An additional penalty in an amount equal to the original civil fine will be assessed if a vehicle owner or operator or the agent of the owner or operator fails to:
 - (1) answer to a parking violation charge within 15 calendar days after the date of issuance of the parking citation or fails to appear at any hearing scheduled after 15 calendar days from the date of the parking citation; or
 - (2) after being found liable, pay all civil fines, fees, and costs assessed for a parking violation within the time designated by the hearing officer.
- (d) A penalty assessed under subsection (c) of this section may be waived by a hearing officer, or by a municipal court on appeal, if the vehicle owner or operator, or agent of the vehicle owner or operator, can establish that:
 - (1) through no fault of the vehicle owner or operator, or agent of the vehicle owner or operator:
 - (a) no notice of the parking violation was received as required by this section;
 - (b) no notice of the hearing officer's order was received as required by this section; or,
 - (c) payment of the civil fine assessed for the parking violation was not posted in a timely manner;
 - (2) the penalty was assessed in error; or,
 - (3) the vehicle was at the time of the violation stopped, standing, or parked in response to a medical emergency.

SEC. 2-71. ENFORCEMENT OF ORDER.

A hearing officer's order may be enforced by:

- (a) impounding the vehicle that is the subject of the order when it is found within the boundaries of the Airport, if the person charged has committed three or more parking violations in any calendar year that have not been resolved either by a finding of no liability or by payment of all civil fines, penalties, and costs assessed by the hearing officer;

- (b) placing a boot on the vehicle that is the subject of the order when it is found within the boundaries of the Airport, if the person charged has committed three or more parking violations in any calendar year that have not been resolved either by a finding of no liability or by payment of all civil fines, penalties, and costs assessed by the hearing officer;
- (c) imposing an additional penalty to a civil fine not paid within the designated period;
- (d) canceling or denying any permit to park or operate a transportation service at the Airport; or,
- (e) reporting the debt to a credit reporting bureau to remain on the debtor's credit report for seven years or until such time as the debt is paid.

SEC. 2-72. REMOVAL OF IMMOBILIZATION DEVICE.

- (a) The registered owner of an immobilized or impounded vehicle, or other authorized person, may secure the release of the vehicle upon:
 - (1) payment of the amount of the civil fine and late fees, if any, for each delinquent parking citation plus the applicable boot fees and/or towing and storage fees; or,
 - (2) the posting of a cash bond in the amount of such civil fines, late fees, boot fees and/or towing and storage fees to ensure appearance at the immobilization/impoundment hearing.
- (b) Payment of the civil fines, late fees, boot fees, and any towing and storage fees shall constitute a waiver of the right to contest such civil fines and fees.
- (c) It shall be unlawful for any person, other than an officer or employee of the Airport Board acting in the course and scope of his duties under this section, to remove or attempt to remove or to tamper in any manner with an immobilization device (boot) installed on any vehicle pursuant to this section.
- (d) It shall be unlawful for any person, except under the direction of a peace officer, or an employee of the Airport Board to tow, move, or to cause to be towed or moved any vehicle on which a boot is then installed pursuant to this section from the place where it was booted.
- (e) It shall be unlawful for any person, other than a peace officer or employee of the Airport Board acting in the course and scope of his duties, to remove or relocate any notice placed upon a booted vehicle under this section.
- (f) An offense under this section shall be a criminal offense punishable upon conviction by a criminal fine not to exceed Five Hundred Dollars (\$500). To the extent that any conduct declared to be unlawful under this section also constitutes a violation of an applicable state law, then it shall be punishable as provided by state law.

SEC. 2-73. IMMOBILIZATION/IMPOUNDMENT HEARING.

(a) The registered owner of a vehicle that is immobilized or impounded for the purpose of enforcing a hearing officer's order shall have the right to a prompt immobilization/impoundment hearing before a hearing officer.

(b) The request for an immobilization/impoundment hearing must be made in writing to the Administrator, or his designated representative, on a form provided for that purpose, within 3 calendar days from the date the vehicle was immobilized or impounded, whichever occurred first.

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(c) An immobilization/impoundment hearing must be held within 48 hours after the Administrator, or his designated representative, receives the request for a hearing, excluding Saturdays, Sundays, and Airport Board holidays, at the parking adjudication office or at such other convenient and reasonable place as the hearing officer may designate.

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(d) The issue to be determined at the immobilization/impoundment hearing is whether the immobilization or impoundment of the vehicle was authorized by this section.

(e) The immobilization or impoundment of a vehicle is valid if it complies with the requirements of this section, unless the vehicle owner or operator, or agent of the vehicle owner or operator, can establish that:

(1) the vehicle was registered to or operated by another person at the time the unresolved parking violations occurred;

(2) the vehicle was being operated without the owner's express or implied consent at the time the unresolved parking violations occurred;

(3) through no fault of the owner, notice of the unresolved parking violations was never received as required by this section;

(4) one or more citations for the unresolved parking violations are defective and, if dismissed, would leave no more than two unresolved parking violations within the calendar year; or,

(5) at the time of immobilization or impoundment of the vehicle, the registered owner had no more than two unresolved parking violations within the calendar year.

(f) The determination of the hearing officer at the immobilization or impoundment hearing is final and is not subject to appeal.

(g) If the hearing officer determines that immobilization or impoundment of a vehicle was not valid, all fees paid for immobilization, towage, storage, and impoundment of the vehicle and any other amount paid to redeem the vehicle shall be refunded, including any civil fines, penalties, and costs for any parking violation that the hearing officer determines should not have been considered in counting parking violations for the purposes of immobilizing or impounding the vehicle. Any civil fines, penalties, and costs paid for a parking violation for which the registered owner was liable will not be refunded.

SEC. 2-74. APPEAL FROM HEARING.

- (a) A person determined by a hearing officer, at either an instant or scheduled administrative adjudication hearing or by failure to answer a parking citation or appear at a hearing in the time required, to be liable for a parking violation may appeal this determination to the municipal court by filing a petition within 30 calendar days after the hearing officer's order is filed with the Administrator or his designated representative.
- (b) Upon receipt of an appeal petition, the municipal court clerk or deputy clerk shall schedule an appeal hearing and notify all parties of the date, time, and location of the hearing. The officer or other authorized person who issued the parking citation is not required to be present at the appeal hearing unless requested by the person charged or by the municipal court.
- (c) The appeal hearing must be a trial de novo in municipal court and is a civil proceeding for the purpose of affirming or reversing the hearing officer's order. The decision from the municipal court is final.
- (d) Service of notice of appeal under this section does not stay the enforcement and collection of any order of a hearing officer, unless the person filing the appeal pays to the Administrator, or his designated representative, an amount equal to all civil fines, penalties, and costs assessed against the person charged. The Administrator, or his designated representative, shall issue a receipt for any amounts paid under this subsection. After presentation of the receipt, all amounts paid will be refunded if the hearing officer's order is overturned on appeal.

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SEC. 2-75. DISPOSITION OF CIVIL FINES, PENALTIES, AND COSTS.

All civil fines, penalties, and costs assessed under this section shall be paid into the Airport Board's general fund for the use and benefit of the Airport Board.

DFW Code of Rules and Regulations

Chapter 3

Miscellaneous Offenses

Proposed Revisions

Chapter 3

MISCELLANEOUS OFFENSES

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Sec. 3-2. Definitions.

ARTICLE II. GENERAL OFFENSES.

Sec. 3-5. Animals.

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- Sec. 3-25. Permits.
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- Sec. 3-27. When Permits Issued.
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**ARTICLE IV.
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- Sec. 3-30. Violation of Permit.
- Sec. 3-31. Distribution of Literature.
- Sec. 3-32. Solicitation of Funds.
- Sec. 3-33. Surveys.
- Sec. 3-34. Picketing.

**ARTICLE I.
GENERAL OFFENSES.**

SEC. 3-1. GENERAL STATE LAW.

The provisions of this Chapter shall not be construed as limitations upon the civil or criminal laws of this State which are in full force and effect within the areas under the jurisdiction of the Airport Board.

SEC. 3-2. DEFINITIONS.

ANIMAL shall mean any nonhuman vertebrate.

"AUTHORIZATION", **"DECAL"**, or **"DEVICE"** shall mean any permit, badge, parking decal or other authorization issued by the Executive Director.

AUTHORIZED THERAPY ANIMAL shall mean any animal individually trained and authorized to do work or perform tasks for the purpose of relieving stress of individual members of the public. For purposes of this Chapter, "authorized" means the animal has met the Airport

Board's therapy animal program requirements and has been approved by the Executive Director to be a therapy animal at the Airport.

AUTHORIZED THERAPY ANIMAL HANDLER shall mean any individual trained and authorized to handle a therapy animal that is trained to do work or perform tasks for the purpose of relieving stress of individual members of the public. For purposes of this Chapter, "authorized" means the person has met the Airport Board's therapy animal program requirements and has been approved by the Executive Director to be a therapy animal handler at the Airport.

ELECTRONIC SMOKING DEVICE shall mean any battery powered device that provides doses of nicotine to be inhaled by the user by way of a vaporized solution.

GARBAGE means animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

LITTER shall mean "Garbage", "refuse" and "rubbish" as defined herein and all other waste material which, if thrown or deposited as prohibited, tends to create a danger to public health, safety and welfare.

LITERATURE shall mean books, pamphlets, handbills, tracts, cards, circulars, pictures, films, magazines, or any other like item.

PICKETING means the stationing, parading, patrolling and/or assembling of one or more persons to apprise the public vocally or by standing or marching with signs, banners, or other means, of an opinion or a message or to discourage entry thereto by non-striking workers or by customers.

PUBLIC AREA shall mean any interior area to which the general public routinely has access.

REFUSE shall mean all solid wastes (except body wastes), including garbage, rubbish, ashes, street cleaning, dead animals, abandoned automobiles, and solid market and industrial wastes.

RESIDES shall mean intent to establish a temporary or permanent domicile.

RETAIL OR SERVICE ESTABLISHMENT shall mean any establishment which sells goods, food or services to the general public but excludes any private club operated by an Airport tenant within its leasehold and to which access is limited to a membership other than the general public.

RUBBISH shall mean solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

SERVICE ANIMAL shall mean:

- (a) any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, and assisting non-ambulatory persons by pulling a wheelchair or fetching dropped items; or
- (b) any trained animal used by a governmental agency in police or rescue work.

SOLICITATION AND RECEIPT OF FUNDS shall mean a face to face request for an immediate physical, in-person donation of money or anything of value.

SURVEY shall mean the act of repeated in-person polling or questioning of persons for the purpose of obtaining information related to, and/or securing opinions or viewpoints on, issues, candidacies, products or services.

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ARTICLE II. GENERAL OFFENSES.

SEC. 3-5. ANIMALS.

- (a) A person commits an offense if while having care, custody, and control of an animal, he brings the animal, other than a service animal or an animal traveling by air, into any terminal or terminal extension located on the Airport.
- (b) A person commits an offense if while having care, custody, and control of an animal, he brings an animal traveling by air, other than a service animal, into the sterile area of a terminal building or terminal extension and removes it from its transport carrier.
- (c) A person commits an offense if while having care, custody, and control of an animal he fails to restrain the animal at all times in an enclosed pen, carrier, or structure, or by a tether or leash while on Airport property.

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- (1) No animal may be restrained by a tether or leash unless the animal is in the immediate possession of and accompanied by the person in care, custody, and control of the animal.

(2) Nothing in this section shall prevent any trained animal used by a governmental agency in police or rescue work from being unleashed in the course of its official duties.

(d) It is a defense to prosecution under this section that the person is an authorized therapy animal handler engaged in activities related to the Airport Board's therapy animal program and the animal is an authorized therapy animal.

SEC. 3-6. DEFECATION OF ANIMALS.

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- (a) A person commits an offense if while having care, custody, and control of an animal he knowingly permits, or by insufficient control, allows the animal to defecate on Airport property and does not remove and dispose of any excretion the animal may deposit on Airport property in a sanitary and lawful manner.
- (b) This section does not apply to a law enforcement dog being used in law enforcement activities or to a service dog that is specially trained to assist a person with a disability and is in the custody or control of that disabled person at the time it defecated.

SEC. 3-7. URINATING OR DEFECATING IN PUBLIC.

- (a) A person commits an offense if he urinates or defecates:
 - (1) in or on a public street, alley, sidewalk, yard, park, building, structure, plaza, public or utility right-of-way, or other public place; or
 - (2) in public view.
- (b) It is a defense to prosecution under this section if the person was in a restroom.

SEC. 3-8. THROWING OR DEPOSITING LITTER.

A person commits an offense if he places, throws, deposits, or discharges litter, on the Airport, except in public or private receptacles for collection or at such places and under such conditions as the Airport Board prescribes.

SEC. 3-9. PROHIBITING THE POSTING OF NOTICES AND SIGNS ON POLES, TREES, STRUCTURES AND VEHICLES; PRESUMPTIONS.

- (a) A person commits an offense if he posts or causes to be posted any notice, poster, paper, sign, or device, designed to attract the attention of the public, to any lamp-post, utility pole, telephone pole, tree, structure, building, or vehicle on Airport property.
- (b) Whenever any notice, poster, paper, sign, or device is posted, or caused to be posted, in violation of subsection (a) of this section, it is presumed the person whose address or telephone number listed or who is otherwise identified is the person who committed the violation, either personally or through an agent or employee.
- (c) It is a defense to prosecution under subsection (a) of this section that the notice poster, paper, or device was posted in a manner and location authorized or required by the airport operator, a lease holder within its leased area, or by state or federal law.

SEC. 3-10. OBSTRUCTION TO AVIATION.

A person commits an offense if he:

- (a) operates or releases any kite, balloon, model aircraft, model rocket, parachute, or other such device upon or above the Airport without written permission from the Executive Director; or
- (b) allows foreign object debris to remain on a portion of the AOA that he is obligated to keep clean pursuant to a Ground Handling/Maintenance Permit of a lease, sublease or contract with a tenant or subtenant of airline

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SEC. 3-11. CAMPING, SWIMMING, PICNICKING, ETC.

A person commits an offense if he uses Airport premises for the purpose of camping, athletic games or contests, fishing, swimming, hunting or picnicking in a place not specifically designated for that purpose or without a permit issued by the Executive Director.

SEC. 3-12. NOISE.

A person commits an offense if he knowingly makes unreasonably loud or raucous noises, considering the location, inside terminals or other Airport buildings.

SEC. 3-13. TABLES AND CHAIRS.

A person commits an offense if he places or maintains a table, bench, chair, stool, easel, tripod or other item designed or adapted to serve a similar purpose on Airport premises unless such space has been leased from the Airport Board by that person or is authorized by another section of this code.

SEC. 3-14. FOOD, ETC.

A person commits an offense if he sells or distributes any food product at the Airport except from premises leased to that person by the Airport Board for that purpose, or pursuant to a permit issued by the Executive Director.

SEC. 3-15. PINS, ETC.

A person commits an offense if he pins, ties, or otherwise attaches any items on the clothing, luggage, body or vehicle of any person at the Airport, without such person's consent.

SEC. 3-16. OBSTRUCTION OF PASSAGE.

A person commits an offense if he knowingly obstructs the free passage of other persons along Airport roadways, sidewalks or into, out of, or within Airport buildings.

SEC. 3-17. FRAUDULENT MISREPRESENTATION.

A person commits an offense if he fraudulently misrepresents any material fact in making application for any permit, authorization or device issued by the Executive Director.

SEC. 3-18. UNAUTHORIZED TRANSFER OF AUTHORIZATION.

A person commits an offense if he sells, conveys, grants or transfers any decal, device, permit or other authorization granted by the Executive Director to another person, without prior written consent of the Executive Director.

SEC. 3-19. UNAUTHORIZED USE OF AUTHORIZATION.

A person commits an offense if he possesses or controls any decal, authorization or device not issued to him by the Executive Director or which has previously been reported as lost or stolen.

SEC. 3-20. TEMPORARY OR PERMANENT RESIDENCE.

- (a) A person commits an offense if he resides in or upon Airport premises.
- (b) This section does not apply to any space expressly designated by the Executive Director for such purposes or any period of time during which an Airport patron awaits connecting flights for which he holds a valid ticket.

SEC. 3-21. SMOKING.

- (a) A person commits an offense if he smokes or possesses a burning tobacco product, weed, other plant product, or uses an electric smoking device:
 - (1) in a Public Area of a passenger terminal on the Airport;
 - (2) in a Retail or service establishment located within an Airport passenger terminal;
 - (3) in any establishment or area marked with a no smoking sign if the sign complies with Subsection (b).
- (b) The person in control of a retail or service establishment located in an Airport passenger terminal shall post a conspicuous sign at the main entrance to the establishment or no smoking area. The sign shall contain the words "No Smoking, DFW Airport Regulations", and the universal symbol for no smoking. For enforcement purposes, "DFW Airport Regulations" refers to the Code.
- (c) The Airport Board and the Executive Director shall have authority to designate "Smoking Areas" within the Airport.

SEC. 3-22. POSSESSION OR CONSUMPTION OF AN ALCOHOLIC BEVERAGE.

- (a) A person commits an offense if he is in possession of an alcoholic beverage on the Air Operations Area unless he is:
 - (1) an airline employee serving an alcoholic beverage in performance of his duties; or

(2) an employee of an airline or a contracted delivery person delivering alcohol to an aircraft or a terminal building.

(b) A person commits an offense if the person consumes an alcoholic beverage on the Air Operations Area unless he is a ticketed passenger on an aircraft where alcoholic beverages are served by airline personnel.

SEC. 3-23. REFLECTIVE GARMENTS.

(a) A person commits an offense if he fails to wear a highly visible reflective garment, such as a reflective safety vest, at all times while he is within the movement or non-movement area of the Air Operations Area.

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

(1) The person is inside an aircraft cargo compartment at the time the garment is not being worn;

(2) The person is inspecting or performing maintenance on a motorized belt, conveyor, ground equipment engine, electrical equipment, or other high energy source;

(3) The person is a member of the Airport Board Department of Public Safety engaged in performance of his official duties or is a Transportation Security Inspector or Federal Aviation Administration Inspector acting in an official capacity;

(4) The person is under lawful escort;

(5) The person is present due to a public safety emergency, as declared by a government official or determined by the Executive Director or Airport Board Department of Public Safety; or

(6) The person is attending an event and is separated from routine airport operations.

ARTICLE III. PERMITS REQUIRED.

SEC. 3-25. PERMITS.

No person may engage in activity described in Distribution of Literature, Solicitation of Funds, Surveys, or Picketing of this Chapter without a permit issued by the Executive Director.

SEC. 3-26. PERMIT APPLICATIONS.

An application shall be submitted to the Executive Director at least three (3) business days in advance of the first day sought for the activity, and shall include the following:

- (a) the full name and street address of the applicant;
- (b) the full name and mailing address of the person or organization sponsoring, conducting or promoting the activity;
 - (1) whether the sponsoring organization is a branch or division of a national organization and, if so, the organizations name and street address;
 - (2) if the sponsoring organization is a Texas corporation, a copy of its Corporate Charter, as amended, shall be furnished; if it is a foreign corporation, a copy of its Authorized Certificate to do business in the State of Texas shall accompany the application;
- (c) the date, or dates and hours of the activity;
- (d) the exact Airport location for which the request is made;
- (e) the purpose or subject thereof;
- (f) the approximate number of persons who will participate in such activity.

SEC. 3-27. WHEN PERMITS ISSUED.

- (a) The Permit will be issued within three (3) business days of receipt of the application; however, the permit application may be denied or a permit granted revoked if one or more of the statements in the application is found to be untrue.
- (b) When permits are granted, the following rules and standards will apply:
 - (1) Time: Permits will be issued for a period of not more than thirty (30) days.
 - (2) Location: Permittees, other than the Airport Board or a representative of the Airport Board, will not be permitted to conduct the activity for which the Permit is issued:
 - (a) in Airport roadways;
 - (b) inside airline gate departure lounges;
 - (c) in areas restricted to airline or Airport personnel;
 - (d) in restrooms;

- (e) in premises leased to a concessionaire;
- (f) in stairwells, staircases, elevators or escalators;
- (g) in baggage claim areas;
- (h) in any area temporarily or permanently restricted for security or construction reasons to necessary personnel;
- (i) within ten (10) feet of any ticket counter, departure lounge check-in counter, baggage check-in counter or security screening check point;
- (j) to any person waiting in line at those areas listed above or loading or unloading baggage from a public or private vehicle;
- (k) inside any passenger terminal building if prohibited by this Code; or
- (l) in parking garages or parking areas.

(3) Manner of operation:

- (a) a person may not engage in any permitted activity unless he wears a badge, nameplate, card, or other personal identification on his upper torso and clearly visible to the public. That identification must state the true and correct legal name of the person and the organization or cause represented; and
- (b) a person conducting any permitted activity shall, in that connection, obey the Code and all applicable state and federal laws.
- (c) tables may not be utilized in the conduct of permitted activity; however, luggage carriers no larger than that used to hold a medium-sized suitcase may be utilized for transporting or temporary storage of materials in accordance with Tables and Chairs of this Chapter. Luggage carriers must be attended at all times. A luggage carrier shall be deemed unattended if it is outside the view of the permitted person or persons.

SEC. 3-28. APPEAL, DENIAL, OR REVOCATION OF PERMITS.

- (a) When an application for a permit hereunder is refused or revoked, the Executive Director will, within five (5) business days of the denial or revocation, furnish the Applicant a written explanation of the reason for the denial or revocation. Within five (5) business days of receipt of the explanation, the Applicant may submit a written request to the Executive Director that the Board seek a judicial determination that the Permit was properly denied or revoked. Within five (5) business days following receipt of such request, the Board must apply to either the United States District Court for the Northern District of Texas or the appropriate Texas District Court for a judicial determination that the application was properly denied or revoked. The Board

has the burden of showing that the Application was properly denied or that the Permit was properly revoked.

- (b) Upon a judicial determination, an interim permit will be issued and continue in force pending an appeal.
- (c) If the issue for judicial determination is not heard and decided on the merits by the Court or otherwise mutually agreed upon by the parties within ten (10) business days after the complaint or petition is filed, then an interim permit shall be deemed issued under this section by operation of law, and all activities proposed to be carried on in the Application for the original Permit may be carried on as if the original Permit had been issued, subject to the same restrictions and obligations under this Code as other permitted activities. The interim permit shall be valid pending a decision in the district court, or any appeal thereof.
- (d) It shall be a defense to a charge of distributing literature without a permit that an appeal or judicial determination hereunder is pending.

ARTICLE IV. VIOLATIONS.

SEC. 3-30. VIOLATION OF PERMIT.

A permittee commits an offense if he violates any condition described in Article III of this Chapter or any prohibitions described for said permitted activity.

SEC. 3-31. DISTRIBUTION OF LITERATURE.

- (a) A person commits an offense if he distributes literature on the Airport without a permit issued by the Executive Director.
- (b) No literature may be disseminated in the secure or sterile area of an Airport Terminal.
- (c) Nothing herein prohibits the distribution of literature by or on behalf of the Airport Board on Airport property.

SEC. 3-32. SOLICITATION OF FUNDS.

- (a) A person commits an offense if he solicits, seeks, or begs contributions for himself or on behalf of another without a permit issued by the Executive Director.
- (b) No person may engage in the solicitation and receipt of funds within a passenger terminal at the Airport.

SEC. 3-33. SURVEYS.

- (a) No person may conduct a survey within a passenger terminal.

- (b) Nothing herein prohibits a survey by or on behalf of an Airport tenant in that part of an Airport passenger terminal exclusively leased to that tenant.
- (c) Nothing herein prohibits the conduct of a survey by or on behalf of the Airport Board on Airport property.

SEC. 3-34. PICKETING.

- (a) A person commits an offense if he pickets on the Airport without a permit issued by the Executive Director.
- (b) A person commits an offense if he pickets inside an Airport terminal building.
- (c) Permittees may not carry pickets, devices, or similar signs with a dimension that exceeds the Permittee's height or width. Any conflict between this rule and applicable State law shall be resolved in favor of State law, provided that State law impresses more stringent requirements on the conduct regulated hereby.

DFW Code of Rules and Regulations

Chapter 9

Airport Security

Proposed Revisions

CHAPTER 9 AIRPORT SECURITY

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ARTICLE I. IN GENERAL.

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- Sec. 9-1. Airport Security.
- Sec. 9-2. Definitions.

ARTICLE II. SECURITY VIOLATIONS.

- Sec. 9-10. Unattended Items.
- Sec. 9-11. Emergency Exits.
- Sec. 9-12. Bypass Security Screening Process.
- Sec. 9-13. Violation of Restricted Area.
- Sec. 9-14. General Violation.

ARTICLE III. ACCESS VIOLATIONS.

- Sec. 9-20. Obedience to Signs.
- Sec. 9-21. Entrance Using SIDA Badge.
- Sec. 9-22. Display of Badge.
- Sec. 9-23. Falsification of Badge Application.
- Sec. 9-24. Failure to Challenge.
- Sec. 9-25. Failure to Report Security Violation.
- Sec. 9-26. Unauthorized Use of Access Media.
- Sec. 9-27. Prohibited Items.
- Sec. 9-28. AOA Access.
- Sec. 9-29. Escorting by a Badge Holder.
- Sec. 9-30. Obtain an Unauthorized Escort.
- Sec. 9-31. Tampering with Security Device.
- Sec. 9-32. Fail to Prevent Unauthorized Access.
- Sec. 9-33. Badge Control.

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ARTICLE I. IN GENERAL.

SEC. 9-1. AIRPORT SECURITY.

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Security regulations set forth in this Chapter are established to maintain the safety and security of aviation activities at the DFW International Airport. The Airport Security Coordinator and his designees work with the Transportation Security Administration (TSA) to ensure security measures meet or exceed the standards set forth in federal regulations.

SEC. 9-2. DEFINITIONS.

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ACCESS MEDIA shall mean an Airport issued identification media that is used to gain access to the AOA, sterile area, secured area, or a restricted area.

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

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AIRPORT SECURITY COORDINATOR (ASC) shall mean Airport's primary contact for security-related activities and communications with the Transportation Security Administration (TSA) and Airport tenants.

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AIRPORT SECURITY PROGRAM shall mean the TSA approved airport operator's manual governing security related activities, communications and procedures.

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AOA PERMIT shall mean an Airport issued 1) decal with a valid expiration date that is issued to and affixed on a vehicle; or 2) a placard with a valid expiration date, that is issued to and displayed on a vehicle. The owner of the vehicle must satisfy requirements established by the Airport.

AUTOMATED ACCESS CONTROL SYSTEM (AACS) shall mean the system used by the Dallas-Fort Worth International Airport to restrict entry into specific areas of the Airport through the use of an Airport issued identification media.

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EMPLOYEE PORTAL shall mean a secured area access point controlled by the Airport restricted to use by authorized identification media holders.

IDENTIFICATION MEDIA or "BADGE" shall mean any credential, card, badge, or other media issued by the Airport for identification purposes and use at the Airport.

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IDENTIFICATION MEDIA HOLDER or "BADGE HOLDER" shall mean an individual who has been issued a Badge by the Airport in accordance with the DFW Airport Security Program.

NON-SIDA BADGE shall mean an identification media issued by DFW Airport to an individual permitting unescorted access in the sterile area.

NOTICE shall mean oral or written communication, but does not include audio recorded messages.

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

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

SECURED AREA shall mean a portion of the Airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. The AOA or "Ramp" and adjacent baggage processing areas are secured areas.

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SECURITY IDENTIFICATION DISPLAY AREA (SIDA) shall mean a portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR part 1540 are carried out. The SIDA includes the secured area and AOA.

SIDA BADGE shall mean an identification media issued to an individual by DFW Airport that is evidence of authorization for unescorted access to the SIDA.

SPONSORING AUTHORITY shall mean a person authorized to approve a Badge media application for an individual who requires unescorted access into secured areas or the SIDA.

STERILE AREA shall mean the portion of an airport terminal accessible to the travelling public that is controlled through the screening of persons and property and provides passengers access to boarding aircraft.

VEHICLE ESCORT shall mean to accompany and monitor the activities of a vehicle that does not have unescorted access authority into or within a secured area or SIDA.

ARTICLE II. SECURITY VIOLATIONS.

SEC. 9-10. UNATTENDED ITEMS.

A person commits an offense if he leaves luggage or another closed container in the public area of a terminal building and he:

(a) does not control access to, maintain custody of, or make provisions for its care; and,

(b) receives notice from the lease holder or representative of the Airport that such control is required.

SEC. 9-11. EMERGENCY EXITS.

A person commits an offense if he:

(a) intentionally opens an emergency exit from the sterile area of a passenger terminal to a non-sterile area when there is not an emergency; or

(b) allows a person or property to enter the sterile area of a passenger terminal through an emergency exit without adhering to established security regulations.

(c) It is a defense to prosecution for a violation of this subsection if the person is a law enforcement officer:

(1) acting in an official capacity; or

(2) escorting equipment and supplies which are normally subject to inspection through the emergency exit doors subjecting them to inspection or screening by either TSA or DPS.

SEC. 9-12. BYPASS SECURITY SCREENING PROCESS.

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A person commits an offense if he gains access to the sterile area of a terminal, the secured area, or the SIDA for himself, another, or any property in a manner that bypasses the security screening process.

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Sec. 9-13. VIOLATION OF RESTRICTED AREA.

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(a) A person commits an offense if he parks or operates a vehicle, or enters a "Restricted Area" on foot or by any other conveyance without authorization issued by the Airport.

(1) The person must possess and display a valid SIDA badge, a valid Non-SIDA badge, an authorized Airport identification media or other proof of authorization appropriate for the area the individual is located or be under an authorized escort; and,

(2) The vehicle must display an approved, valid permit, decal, placard, or other authorization in a manner established by the Airport or be under escort.

(b) It is a defense to prosecution for a violation of this subsection if an individual is authorized to be in a Restricted Area that is not designated as SIDA and his vehicle does not have proof of authorization.

SEC. 9-14. GENERAL VIOLATION.

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A person commits an offense if he violates any provision of the Airport Security Program or by act or omission compromises the safety and security of the Airport.

**ARTICLE III.
ACCESS VIOLATIONS.**

SEC. 9-20. OBEDIENCE TO SIGNS.

(a) The Airport Security Coordinator may establish rules necessary to enhance security or to comply with federal security directives. Notification to Badge Holders will be made by posting signs at controlled access points. The signs must be on a primarily white background with contrasting letters at least 1" high when posted inside any building or 3" when posted outside a building and displaying the Airport brand.

(b) A person commits an offense if he commits any act forbidden by or fails to perform any act required and has had notice of the requirement by such signs.

SEC. 9-21. ENTRANCE USING SIDA BADGE.

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(a) A Badge Holder commits an offense if he enters the sterile area, secured area, or SIDA through an Automated Access Control System (AACS) portal where access is restricted to SIDA Badge Holders and:

(1) does not first present their SIDA Badge for authorized entry;

(2) allows another person entry who has not complied with (a), also known as "piggybacking" or "tailgating"; or

(3) uses an employee portal to access an aircraft for the purpose of flight when he is not (1) a member of an on-duty flight crew with a valid SIDA Badge or (2) an on-duty Federal Air Marshal with a valid SIDA Badge. For purposes of this section, an on duty flight crew member is one who is actively engaged as a pilot, copilot, flight engineer or serving as a flight attendant on board a flight departing DFW.

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(b) A Badge Holder commits an offense if he enters a terminal building or the secured area and does not enter the SIDA either through a manned AOA gate, AACS employee portal, or a passenger screening checkpoint. It is a defense to prosecution for a violation of this subsection if the individual is acting in an official capacity as a DFW Airport law enforcement officer or fire fighter, a DFW Airport Airfield Operations Employees, a federal/state/local law enforcement officer, or a US federal government employee.

(c) A Badge Holder commits an offense if he enters any AOA gate for the purpose of boarding a flight for which screening is required except on duty flight crew or a Federal Air Marshal.

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SEC. 9-22. DISPLAY OF BADGE.

(a) A Badge Holder commits an offense if he:

- (1) having used his SIDA Badge for entry into the sterile area or SIDA, fails to prominently display his SIDA Badge on his outermost garment above the waist and below the neck while in the sterile area or in the SIDA;
- (2) having used his Non-SIDA Badge for entry into the sterile area, fails to prominently display his Non-SIDA Badge on his outermost garment above the waist and below the neck while in the sterile area;
- (3) displays a defaced SIDA or Non-SIDA Badge or displays a Badge on which information has been purposely covered;
- (4) upon the request of another, fails to display his SIDA or Non-SIDA Badge while in the sterile area or the SIDA; or
- (5) displays the Badge of another person. Unless such other person has reported his identification Badge as lost or stolen both persons shall be considered to be in violation.

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(b) It is a defense to prosecution for a violation of this subsection if the person not displaying his SIDA Badge as required in subsection (a)(1) is a law enforcement officer or a Transportation Security Inspector acting in an official capacity.

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SEC. 9-23. FALSIFICATION OF BADGE APPLICATION.

A person commits an offense if he:

(a) forges or enters false information on an application for a Badge or access media device;

(b) possesses a Badge or access media device for which the application was fraudulently obtained.

SEC. 9-24. FAILURE TO CHALLENGE.

(a) A Badge Holder commits an offense if he:

(1) fails to challenge any person in the SIDA who is not visibly displaying a valid SIDA Badge or is not under authorized escort;

(2) fails to report to police any person in the SIDA who is not visibly displaying a valid SIDA Badge or is not under authorized escort;

(3) fails to report to police any person in the SIDA who does not possess a valid SIDA Badge or is not under authorized escort;

(4) fails to challenge a person in the SIDA that is escorting who is not visibly displaying a valid SIDA Badge to which escort privileges apply;

(5) fails to report to police any person in the SIDA that is escorting who is not visibly displaying a valid SIDA Badge to which escort privileges apply; or

(6) fails to report to police any person in the SIDA that is escorting who does not possess a valid SIDA Badge to which escort privileges apply.

SEC. 9-25. FAILURE TO REPORT SECURITY VIOLATION.

(a) A Badge Holder commits an offense if he:

(1) fails to report a condition that compromises the security of the SIDA or sterile area; or

(2) fails to immediately notify DFW Airport Department of Public Safety of a lost or stolen SIDA or Non-SIDA Badge.

(b) A Badge Holder is presumed to know a condition that compromises security if it was covered in the DFW SIDA Badge Training Program.

SEC. 9-26. UNAUTHORIZED USE OF ACCESS MEDIA.

A person commits an offense if he:

(a) uses his SIDA Badge, Non-SIDA Badge or other access media privileges to commit a violation of any federal, state or local law, or these Rules and Regulations;

(b) allows another to use a SIDA Badge, Non-SIDA Badge or other access media not issued to that individual;

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(c) uses another's SIDA Badge, Non-SIDA Badge or other access media to access the sterile area or SIDA;

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(d) uses his SIDA Badge, Non-SIDA Badge or other access media to facilitate the unauthorized access of another into the SIDA or sterile area; or

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(e) uses his SIDA Badge to which escort privileges do not apply to escort any person into any sterile area, secured area, restricted area or SIDA.

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SEC. 9-27. PROHIBITED ITEMS.

A Badge Holder commits an offense if he:

(a) introduces any item that is prohibited by TSA regulation or security directive through an employee portal; or

(b) stores unsecured any item that is prohibited by TSA regulation or security directive in the sterile area of a terminal.

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SEC. 9-28. AOA ACCESS.

A person commits an offense if he:

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SEC. 9-29. ESCORTING BY A BADGE HOLDER.

(a) A Badge Holder commits an offense if he is a SIDA Badge Holder to which escort privileges apply and he:

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(1) escorts a person into any sterile area, restricted area or SIDA and fails to maintain visual and audible contact with the person being escorted at all times;

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(2) escorts a person into any sterile area, restricted area or SIDA and allows him to engage in conduct prohibited by federal, state or local law;

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(3) escorts any person into the sterile or secured area of a terminal who has not entered the SIDA either through a manned AOA gate or passenger screening checkpoint; or

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(4) fails to escort or ensure the continued escort of an individual to whom he has provided access to the sterile area, restricted area or SIDA.

(b) Only a SIDA Badge Holder, to which escort privileges apply may provide escort to non-badged persons needing to enter the sterile area or SIDA. A SIDA Badge Holder, to which escort privileges apply who is escorting may only transfer his escort responsibility to another SIDA Badge Holder to which escort privileges apply; provided, however, the transferee SIDA Badge Holder acknowledges receipt of the escort transfer.

SEC. 9-30. OBTAIN AN UNAUTHORIZED ESCORT.

A person commits an offense if he:

- (a) obtains an escort into the sterile area or the SIDA;
- (b) has had a SIDA or Non-SIDA Badge which has either expired or been suspended or revoked; and,

(c) he would be considered ineligible for a new SIDA or Non-SIDA Badge.

SEC. 9-31. TAMPERING WITH SECURITY DEVICE.

A person commits an offense if he:

- (a) forces open any door or gate that is locked or controlled by AACS that provides access to the sterile area, secured area, AOA, SIDA or any other restricted area;
- (b) tampers with or alters any lock mechanism, badge reader, camera, biometric device, or other equipment designed to verify authorized access; or

(c) alters any security fence, door or gate, lock mechanism, badge reader, camera, biometric device, or other equipment designed to provide for the security of the airport without the approval of the Airport Security Coordinator.

SEC. 9-32. FAIL TO PREVENT UNAUTHORIZED ACCESS.

(a) A person commits an offense if he:

- (1) fails to secure any door or gate that provides access to the sterile area, secured area, or SIDA immediately after use; or
- (2) discovers an unsecured door or gate or other mechanism designed to prevent unauthorized entry and fails to report the circumstances to DFW Airport DPS or the Airport Operations Center.

(b) It is presumed that a person entering through a door without complying with the security mechanism in place is evidence they knew the access control mechanism was unsecured.

SEC. 9-33. BADGE CONTROL.

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A person commits an offense if he:

- (a) fails to return a SIDA or Non-SIDA Badge upon demand of the ASC or his representative or the badge sponsor;
- (b) fails to notify DFW DPS of any circumstance that would disqualify him from having or obtaining a SIDA or Non-SIDA Badge;
- (c) retains a Badge without a business purpose;
- (d) possesses a SIDA or Non-SIDA Badge not issued to him and does not have the effective consent of the Badge Holder or authorization from the Airport; or
- (e) presents a SIDA or Non-SIDA Badge not issued to him with intent to obtain access or benefit.

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DFW Code of Rules and Regulations

Appendix I

Proposed Revisions

<u>Appendix 1</u>				Formatted: Underline
Street	Direction	Hundred Block	Speed Limit (MPH)	Formatted: Centered
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North Employee Parking Loop Rd.	N & S	1600 -1800 S	30	Deleted: Street . . . Direction . . . Hundred Block . . . Speed Limit (MPH)¶
Express North Public Loop Rd.	N & S	1700 -1800 S	20	
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A Upper Level Rd.	N & S	2000 - 2200 S	15	
<u>A Entrance Rd.</u>	<u>N & S</u>	<u>2100 - 2173</u>	<u>20</u>	
<u>A Exit Rd.</u>	<u>N & S</u>	<u>2112 - 2171</u>	<u>20</u>	
<u>A Recirculation Rd.</u>	<u>N & S</u>	<u>2110 - 2171</u>	<u>15</u>	
A Lower Level Rd.	N & S	2000 - 2200 S	15	
B Public Loop Rd.	N & S	2100 S	20	
B Upper Level Rd	N & S	2000 - 2200 S	15	
B Lower Level Rd.	N & S	2000 - 2200 S	15	
C Public Loop Rd.	N & S	2300 - 2400 S	20	
C Upper Level Rd.	N & S	2300 - 2400 S	15	
C Lower Level Rd.	N & S	2300 - 2400 S	15	
D Service Level Rd.	N & S	2275 - 2475 S	15	
D Arrivals Level Rd.	N & S	2325 - 2475 S	15	
D Departures Level Rd.	N & S	2325 - 2475 S	15	
D Recirculation Rd.	N & S	2350 - 2475 S	15	
				Deleted: E Public Loop Rd. . . N & S . . . 2600 S 20
<u>E Entrance Rd.</u>	<u>N & S</u>	<u>2620 – 2691</u>	<u>20</u>	
<u>E Exit Rd.</u>	<u>N & S</u>	<u>2624 – 2689</u>	<u>20</u>	
<u>E Recirculation Rd.</u>	<u>N & S</u>	<u>2622-2689</u>	<u>15</u>	
E Upper Level Rd.	N & S	2500 - 2700 S	15	
E Lower Level Rd.	N & S	2500 - 2700 S	15	
Express South Public Loop Rd.	N & S	2600 S	15	

Appendix 1

<u>Street</u>	<u>Direction</u>	<u>Hundred Block</u>	<u>Speed Limit (MPH)</u>
South Remote Parking Public Loop Rd.	N & S	2900 - 3000 S	20
South Employee Parking	N & S	2900 - 3100 S	30 <u>Loop Rd.</u>
North Remote Carousel Connector Rd.	N & S	1600 - 1700 S	15
South Remote Carousel Connector Rd.	N & S	3050 - 3100 S	15
East Airfield Dr.	N & S	2300 - 3400 S	45
South Airfield Dr.	E & W	1800 - 2900 E	45
West Airfield Dr.	N & S	1600 - 3400 E	45
North Airfield Dr.	E & W	1475 - 2875 E	45
North Airfield Dr.	E & W	2875 - 3000 E	35
North Service Rd.	N	1300 - 3250 S	35
North Service Rd.	N	3250 - 3900 N	45
South Service Rd.	S	1300 - 1750 S	45
South Service Rd.	S	1750 - 3825 S	35
South Service Rd.	S	3825 - 4025 S	45
Service Rd. Crossunder 1	E & W	2275 - 2325 E	30
Service Rd. Crossunder 2	E & W	2275 - 2325 E	30
Service Rd. Crossunder 3	E & W	2275 - 2325 E	30
Service Rd. Crossunder 4	E & W	2275 - 2325 E	30
Service Rd. Crossunder 5	E & W	2275 - 2325 E	30
Service Rd. Crossunder 6	E & W	2275 - 2325 E	30
Service Rd. Crossunder 7	E & W	2275 - 2325 E	30
N. International Pkwy.	N	300 - 1300 S	55
S. International Pkwy.	S	300 - 1300 S	55
N. International Pkwy.	N	1300 - 1500 S	30
S. International Pkwy.	S	1300 - 1500 S	30
N. International Pkwy.	N	1500 - 3400 S	55

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Appendix 1

Street Direction Hundred Block Speed Limit (MPH)

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S. International Pkwy.	S	1500 - 3400 S	55
N. International Pkwy.	N	3400 - 3600 S	30
S. International Pkwy.	S	3400 - 3600 S	30
N. International Pkwy.	N	3700 - 4200 S	55
S. International Pkwy.	S	3700 - 4200 S	55
International Pkwy. Crossunder 1	E & W	2275 - 2325 E	30
International Pkwy. Crossunder 2	E & W	2275 - 2325 E	30
International Pkwy. Crossunder 3	E & W	2275 - 2325 E	30
International Pkwy. Crossunder 4	E & W	2275 - 2325 E	30
International Pkwy. Crossunder 5	E & W	2275 - 2325 E	30
International Pkwy. Flyover Bridge 5	E & W	2275 - 2325 E	30
East 9 th St.	E & W	2825 - 2925 E	30
East 14 th St.	E & W	2825 - 2925 E	30
East 16 th St.	E & W	2325 – 2425 E	30
East 23 rd St.	E & W	2950 - 3050 W	30
East 26 th St.	E & W	2975 - 3050 E	30
East 28 th St.	E & W	2900 - 3050-E	35
East 31 st St.	E & W	3050 - 3125 E	30
East 32 nd St.	E & W	3050 - 3125 E	30
East 37 th St.	E & W	2400 - 2600 E	30
East 38 th St.	E & W	2300 - 2400 E	30
East 39 th St.	E & W	2400 - 2600 E	30
North 16 th Ave.	N & S	2050 - 2150 S	30
North 24 th Ave.	N & S	1650 –1825 S	30
North 28 th Ave.	N & S	950 - 1450 S	30

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Street Direction Hundred Block Speed
Limit (MPH)¶

Appendix 1

Street Direction Hundred Block Speed Limit (MPH)

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South 20 th Ave.	N & S	3675 - 4150 S	30
South 22 nd Ave.	N & S	3250 - 3350 S	30
South 24 th Ave.	N & S	3850 - 4025 S	30
South 26 th Ave.	N & S	3575 - 3900 S	35
South 31 st Ave.	N & S	3175 - 3275 S	30
West 17 th St.	E & W	1150 -1550 E	30
West 19 th St.	E & W	1450 - 1700 E	35
West 20 th St.	E & W	1450 -1750 E	30
West 21 st St.	E & W	1475 -1650 E	30
West 23 rd St.	E & W	1550 - 1600 E	30
West 27 th St.	E & W	1575 - 1600 E	30
West 31 st St.	E & W	2200 - 2275 E	30
West 32 nd St.	E & W	2200 - 2275 E	30
West 33 rd St.	E & W	2100 - 2275 E	30
Freeport Pkwy.	N & S	1500 S	30
Mid-Cities Blvd.	E & W	1650 -1850 E	40
Royal Lane	N & S	725 - 1375 S	35
Texan Trail	N & S	1400 -1600 S	30
Rental Car Dr.	E & W	2275 - 2800 E	35
South Garage Dr.	E & W	2400 - 2500 E	30
Bus Entry/RCC	E & W	2200 - 2400 E	30
Bus Exit/RCC	E & W	2300 - 2400 E	30
Center Garage Dr.	E & W	2500 E	30
North Garage Dr.	E & W	2400 - 2500 E	30
Passport Ave.	N & S	3600 - 4000 S	35
S. W. Construction Rd.	N & S	2550 - 3175 S	20
S. W. Construction Rd.	N & S	3175 - 3425 S	35

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Street . Direction . Hundred

Block . Speed Limit (MPH)¶

Appendix 1

Street	Direction	Hundred Block	Speed Limit (MPH)
S. W. Construction Rd.	E & W	1800 - 2100 E	35
Trade Ave.	N & S	800 - 1075 S	30
Regent Blvd.	E & W	2575 - 2925 E	30
Regent Blvd.	N & S	725 - 925 S	30
Corporate Dr.	N & S	750 - 1025 S	30
Bear Creek Ct.	N & S	3500 - 3600 S	30
Minters Chapel Rd.	N & S	1500 - 1600 S	30
Plaza Dr.	E & W	2925 - 2950 E	30
Carbon Rd.	N & S	3125 - 3150 S	30
Carbon Rd.	E & W	3050 - 3175 E	30
Glade Rd.	E & W	1200 - 1600 E	35
S. Main St.	N & S	1650 - 1750 S	30
Esters Rd.	E & W	2425 - 2925 E	30
W. Walnut Hill Ln.	E & W	2325 - 3075	45
Mustang Drive	E & W	1125 - 1450 E	45
Stone Meyers Parkway	N & S	700 - 875 S	40
Connection Ave.	N & S	3950 - 3900 S	20
Southgate Ave.	N & S	4020 - 3930 S	20
Aviation Dr.	E & W	2320 - 2400 E	20
Global Dr.	E & W	2350 - 2440 E	20
Innovation Dr.	E & W	2340 - 2440 E	20
Technology Rd.	E & W	2700 - 2850 E	30

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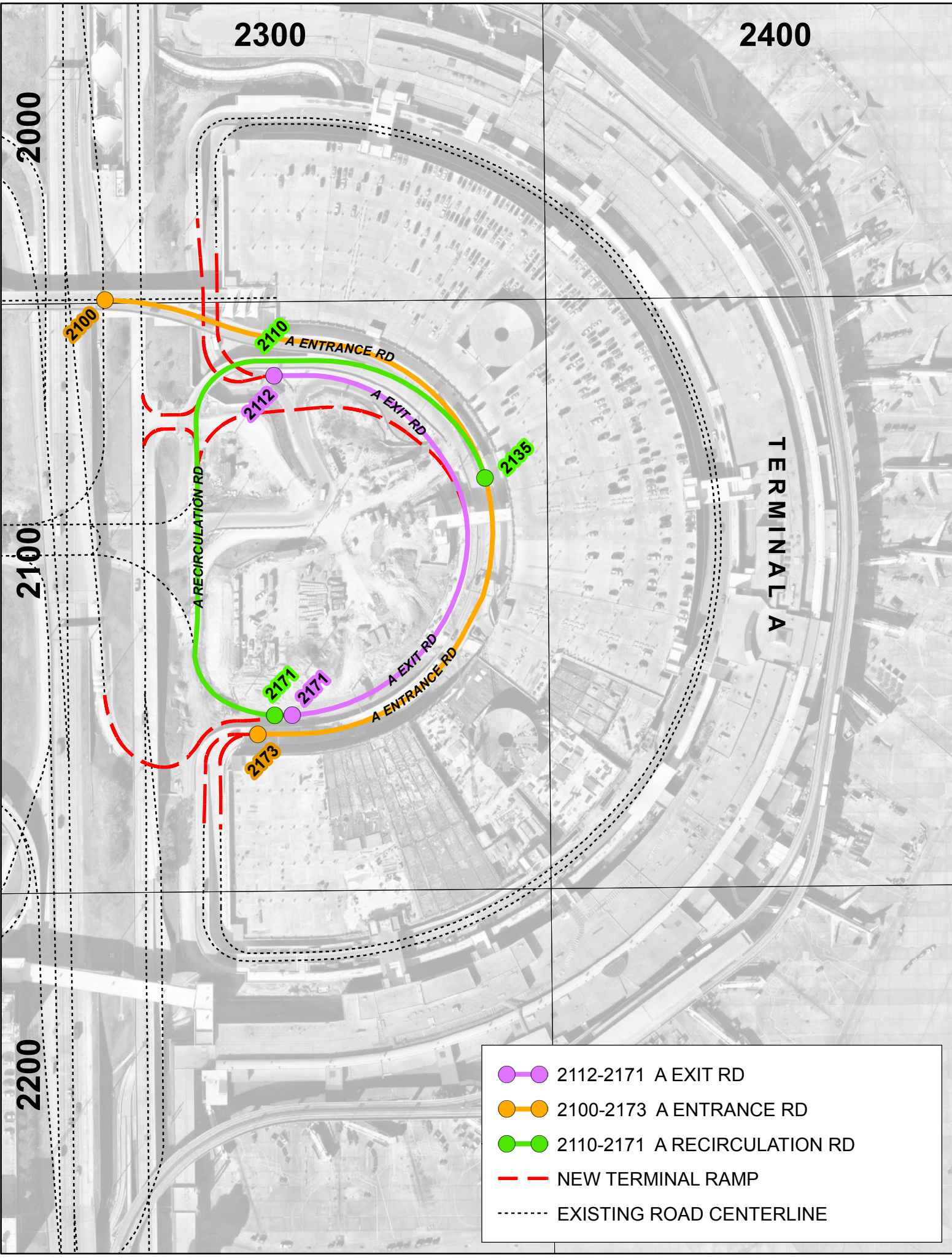
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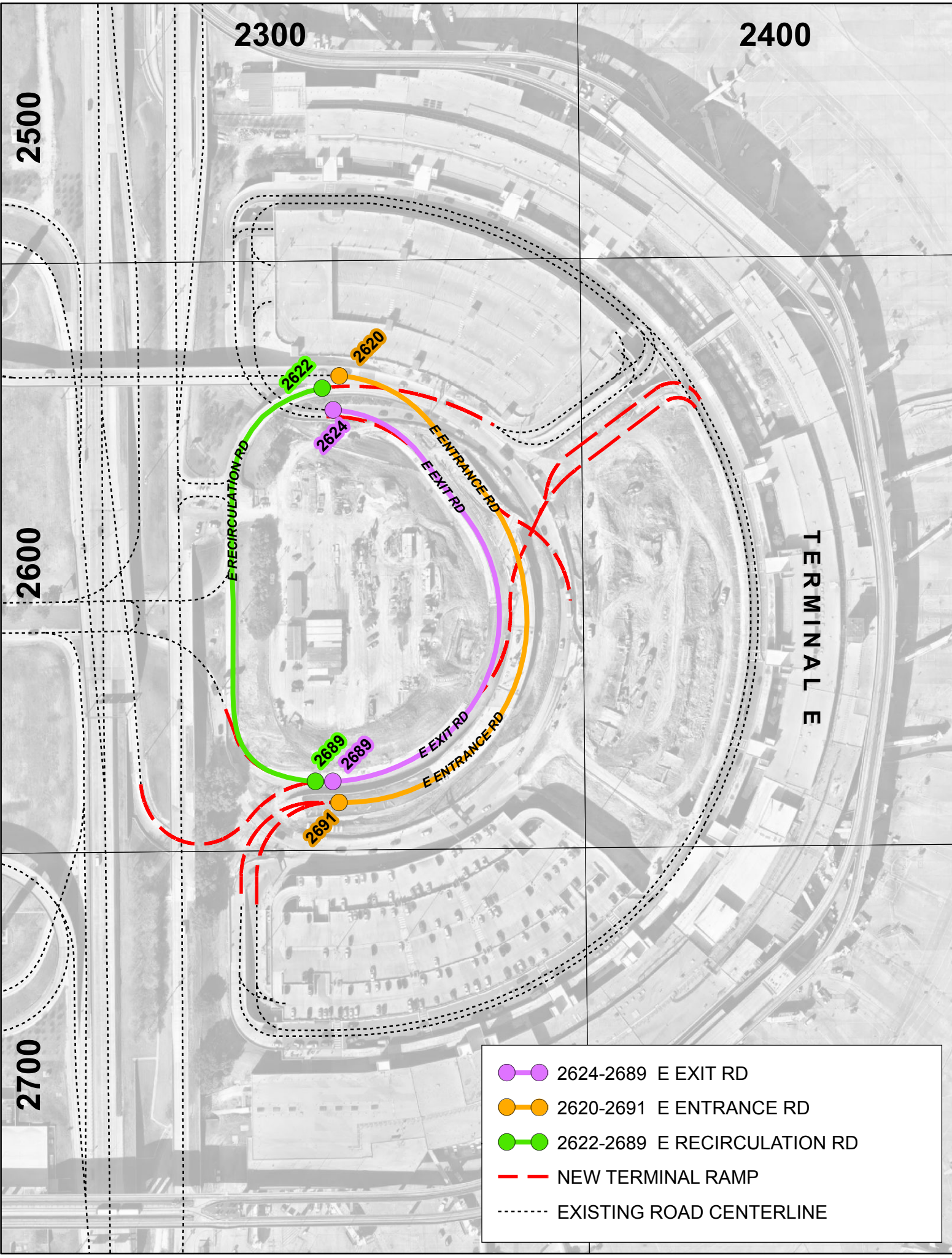
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- 2112-2171 A EXIT RD
- 2100-2173 A ENTRANCE RD
- 2110-2171 A RECIRCULATION RD
- NEW TERMINAL RAMP
- EXISTING ROAD CENTERLINE



- 2624-2689 E EXIT RD
- 2620-2691 E ENTRANCE RD
- 2622-2689 E RECIRCULATION RD
- NEW TERMINAL RAMP
- EXISTING ROAD CENTERLINE

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	D5 Bus Station Prefabricated Building	
Action That the Chief Executive Officer or designee are authorized to execute an amendment to Delivery Order No. 37, to Contract No. 9500494, Job Order Contract, with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in the amount of \$768,000.00, for the procurement and installation of a pre-fabricated building for the D5 Bus Station.			
Description <ul style="list-style-type: none"> This action authorizes an amendment to Delivery Order No. 37 with the job order contractor to add monies and scope for the purpose of procuring and installing a pre-fabricated building that will form a portion of the bus station infrastructure being constructed at Terminal D. Justification <ul style="list-style-type: none"> During peak operating hours, DFW Board gate capacity is often exceeded and international flights are required to arrive or depart from the hardstand. D5 Bus Station will provide passengers lighted air conditioned access to the bus transporting them to the hardstand. Purchase of the Prefabricated Building is critical for the construction of the bus station and there is a long lead time for delivery. This resolution is submitted to the Board pursuant to Section 2269.403 of the Texas Government Code because the Delivery Order will exceed \$500,000.00. It is anticipated that an OBA will be brought to the Board in November 2015 seeking authority to execute a second amendment to Delivery Order No. 37 that will address all remaining issues concerning monies and work scope necessary to commence and complete construction of the Bus Station. 			
D/S/M/WBE Information <ul style="list-style-type: none"> In accordance with the Board's MBE Program, the MBE goal for this Contract is 25%. Gilbert May, Inc. dba Phillips/May Corporation (HM-C) committed to achieving 40% MBE participation and is currently achieving 55.65% including self-performance. Gilbert May, Inc. dba Phillips/May Corporation will be self-performing 15.29% MBE participation on this board action. 			
Schedule/Term The contract completion date of February 29, 2016 will not be affected by this action.			
Contract #	Agreement #	Purchase Order #	Action Amount
9500494			NTE \$768,000.00
			Revised Amount
			\$0
For Information contact	Fund	Project #	External Funding Source
Nate Smith 3-1891	Joint Capital Acct	26493-01	Amount \$768,000.00

Additional Information

- In June 2015, the Board approved Resolution No. 2015-06-091 which authorized the issuance of Delivery Order No. 37 in the amount of \$768,000.00 for the procurement of a long-lead item order for 1 elevator and 2 escalators and the installation of them at the Bus Station once construction of it commences.

Additional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee are authorized to execute an amendment to Delivery Order No. 37, to Contract No. 9500494, Job Order Contract, with Gilbert May, Inc. dba Phillips/May Corporation, of Dallas, Texas, in the amount of \$768,000.00, for the procurement and installation of a pre-fabricated building for the D5 Bus Station.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:58 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:26 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:13 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:54 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	GSE and COBUS Covered Storage Areas		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 9500553, Ground Service Equipment and COBUS Covered Storage Areas, with North Texas Contracting, Inc. of Keller, Texas, in an amount not to exceed \$983,995.00.				
Description <ul style="list-style-type: none">• This action will provide for construction of 3 separate canopy storage area structures for Terminal D Ground Service Equipment (GSE), Aviramps (aircraft boarding ramps) and COBUS vehicles within the existing General Aviation hardstand / ramp area.• Work includes, but is not limited to:<ul style="list-style-type: none">◆ Canopy structures and associated drilled pier foundations◆ A concrete secondary containment pad for GSE equipment◆ New power service to the canopy structures for lighting and outlets				
Justification <ul style="list-style-type: none">• These covered storage areas are required to:<ul style="list-style-type: none">◆ Support the growing fleet of GSE and COBUS vehicles at Terminal D◆ Help cool and shade the GSE and COBUS vehicles during the summer months and protect them from snow and ice during the winter months◆ Create a better customer experience year round• The concrete secondary containment pad is required to meet EPA SPCC requirements in the event of a fuel or oil leak while the GSE is in storage				
D/S/M/WBE Information <ul style="list-style-type: none">• In accordance with the Board's MBE Program, the MBE goal for this Contract is 15%.• North Texas Contracting Inc. has committed to obtaining 15.2% MBE participation utilizing LKT & Associates, LLC (WF-C).				
Schedule/Term Contract Duration: 210 calendar days				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
9500553			NTE \$983,995.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Nate Smith 3-1891	Joint Capital Acct.	26443-01		\$983,995.00

Additional Information

This project was advertised in local newspapers on July 12/13 and July 19/20, 2015. A pre-bid conference was held on July 22, 2015. One bid was received and opened on August 5, 2015. The bid was as follows:

Bidder		Amount of Bid
North Texas Contracting, Inc.	Keller, Texas	\$983,995.00

Two firms picked up a set of plans, none of which were a D/S/M/WBE firm.

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. 9500553, Ground Service Equipment and COBUS Covered Storage Areas, with North Texas Contracting, Inc. of Keller, Texas, in an amount not to exceed \$983,995.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:00 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:26 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:14 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:55 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Terminal D Natural Gas Installation		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 9500566, Terminal D Natural Gas Installation, with Gilbert May Inc., dba Phillips/May Corporation, of Dallas, Texas in an amount not to exceed \$1,497,333.00.				
Description <ul style="list-style-type: none">This action will provide for the installation of natural gas infrastructure to certain concession spaces in Terminal D for their cooking needs. Justification <ul style="list-style-type: none">Various concessionaires in Terminal D, operating with moderate to heavy cooking operations, prefer gas instead of electricity.Providing natural gas as a cooking mode enhances revenue opportunities by attracting premium restaurants to Terminal D.The installation of natural gas has been approved for Terminals A, B, C and E.Installation of natural gas at Terminal D would provide the same consistency of customer service and offer the same revenue enhancements as Terminal A, B, C, and E.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, the SBE goal for this Contract is 10%.Gilbert May, Inc. dba Phillips/May Corporation (HM-C) has committed to obtaining 10% SBE participation utilizing Anglin Environmental, Inc. dba A-E-I (WF-C: 2%), Ponce Contractors, Inc. (HF-C: 3%) and Romar Supply, Inc. (WF-C: 5%).				
Schedule/Term Contract Duration: 150 calendar days				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
9500566			NTE \$1,497,333.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Nate Smith 3-1891	DFW Capital Acct	26480-01		\$1,497,333.00

Additional Information

This project was advertised in local newspapers on July 19 and July 26, 2015. A pre-bid conference was held on July 29, 2015. One bid was received and opened on August 12, 2015. The bids were as follows:

Bidder		Amount of Bid
Gilbert May Inc., dba Phillips/May Corporation*	Dallas, Texas	\$1,497,333.00

Note: Minority / Women Owned Business Enterprises: *HM

Two firms picked up a set of plans, none of which were a D/S/M/WBE firm.

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. 9500566, Terminal D Natural Gas Installation, with Gilbert May Inc., dba Phillips/May Corporation, of Dallas, Texas in an amount not to exceed \$1,497,333.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:01 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:28 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:14 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:55 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Design and Design Management Services	
Action That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Contract No. 8500304, Design and Design Management Services, with HKS, Inc., of Dallas, Texas, in an amount not to exceed \$1,500,000.00.			
Description <ul style="list-style-type: none"> • This action represents a change due to an Owner Requested Change. • This action will provide an increase of \$1,500,000.00 in contracting capacity due to anticipated work levels expected before the execution of the new on-call design contracts. • This action will provide professional design and design management services and resources on an as-needed basis to support airport operations, expansion and renovations. • Work will include, but is not limited to: design, design management, construction support and commissioning services. Justification <ul style="list-style-type: none"> • Additional funding is required based on anticipated projects that will be initiated prior to the execution of the new on-call design contracts. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • In accordance with the Board's MWBE Program, the MWBE goals for this Contract are 20% on the base and 35% in the aggregate for supplemental agreements. • HKS, Inc. has committed to achieving 30% MWBE participation on the base and 35% in the aggregate for supplemental agreements. Actual DMWBE commitments and achievements are reported on the attached DMWBE status report. • HKS has committed to meeting their MWBE goals and commitments on this contract modification. 			
Schedule/Term The contract will be extended by 90 calendar days for an expiration date of February 5, 2016.			
Contract #	Agreement #	Purchase Order #	Action Amount
8500304			\$1,500,000.00
			Revised Amount
			\$5,500,000.00
For Information contact	Fund	Project #	External Funding Source
Nate Smith 3-1891	Various		Amount
			\$1,500,000.00

Additional InformationAdditional Attachments: **Y****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Contract No. 8500304, Design and Design Management Services, with HKS, Inc., of Dallas, Texas, in an amount not to exceed \$1,500,000.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:02 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:28 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:14 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:57 pm

Pending

Chief Executive Officer

Date

D/FW INTERNATIONAL AIRPORT BOARD

CONTRACT STATUS REPORT

1. CONTRACT TITLE:

Design and Design Management Services

2. CONTRACTOR:

HKS, Inc

3. CONTRACT NO.:

8500304

4. CONTRACT DATA:

Original Contract Amount	\$ 2,500,000.00
Contract NTP	11/07/12
Original Expiration Date	11/07/13

5. SUMMARY OF EXECUTED CHANGE ORDERS

C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	DATE EXECUTED	APPROVED BY STAFF/BOARD Resolution#
1	Revised GCPD	\$ -	0	12/18/12	Staff
2	Revised GCPD	\$ -	0	01/11/13	Staff
3	Revised GCPD	\$ -	0	03/20/13	Staff
4	Option Year 1 Renewal	\$ 1,500,000.00	365	11/13/13	2013-08-234
5	Revised GCPD	\$ -	0	03/07/14	Staff
6	Revised GCPD	\$ -	0	09/11/14	Staff
7	Option Year 2 Renewal	\$ -	365	11/10/14	Staff
8	Revised GCPD	\$ -	0	03/25/15	Staff
9	Revised GCPD	\$ -	0	06/25/15	Staff
10	Revised GCPD	\$ -	0	07/14/15	Staff
11	Revised GCPD	\$ -	0	08/07/15	Staff
SUB-TOTAL OF EXECUTED CHANGE ORDERS		\$ 1,500,000.00	730		

C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	REVISED CONTRACT % INCREASE (DECREASE)	CONTRACT COMPLETION DATE
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6. THIS ACTION

12	Increase contract capacity	\$ 1,500,000.00	90	37.50%	
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7. REVISED CONTRACT DATA: (Including "This Action")

Contract Amount	\$ 5,500,000.00	
Days Contract Extended	820	
Contract % Increase (Decrease)	120.00%	
Expiration Date		02/05/16

8. SUMMARY OF PENDING OR POTENTIAL ANTICIPATED CONTACT CHANGE ORDERS (If Applicable):

HKS, Inc.
Contract No. 8500304
DMWBE Participation

Category	Contract Number	% Commit	% Achieve	Total MWBE \$	Total Paid To Date	Contract Progress
SA Rollup	850304000 All SAs	35.00%	49.79%	\$2,202,928.59	\$4,424,505.42	60.44%
Base Rollup	850304000 Base	20.00%	37.90%	\$873,763.45	\$2,305,268.36	57.63%
Detail	850304000 Base	20.00%	37.90%	\$873,763.45	\$2,305,268.36	57.63%
Detail	850304000 SA No. 1	96.52%	72.13%	\$30,236.14	\$41,921.49	26.90%
Detail	850304000 SA No. 2	53.97%	51.22%	\$1,405,532.90	\$2,744,342.67	98.33%
Detail	850304000 SA No. 3	30.57%	22.89%	\$40,360.56	\$176,339.88	89.31%
Detail	850304000 SA No. 4	61.11%	60.43%	\$119,163.31	\$197,189.47	74.06%
Detail	850304000 SA No. 5	63.52%	68.22%	\$264,284.09	\$387,407.08	91.78%
Detail	850304000 SA No. 6	34.22%	21.30%	\$21,597.99	\$101,418.77	28.53%
Detail	850304000 SA No. 7	50.29%	36.48%	\$117,083.22	\$320,949.17	18.88%
Detail	850304000 SA No. 8	48.56%	45.27%	\$204,670.38	\$452,114.78	47.59%
Detail	850304000 SA No. 9	60.05%	0.00%	\$0.00	\$2,822.11	0.59%

Cumulative Activity Period thru 8/11/15

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Operations	Management Services		
Action That the Chief Executive Officer or designee be authorized to execute the Sixth Renewal and Extension to Management Services Contract No. 8500300, effective October 1, 2015 between the Board and Paslay Management Group, LP, of Irving, Texas, to reflect an extension of the Contract term through September 30, 2016 and an increase in funding in an amount not to exceed \$2,800,000.00.				
Description <ul style="list-style-type: none">• This action authorizes the Sixth Renewal and Extension to the Contract to reflect the Board's: [i] extension of the Contract term through September 30, 2016; and [ii] increase in funding under the Contract in an amount not to exceed \$2,800,000.00.• The Sixth Renewal will provide additional time and funding to provide key personnel and management support services on an as needed basis, in support of Capital Improvement Program(s), including the Terminal Renewal and Improvement Program (TRIP) and other projects and programs.				
Justification <ul style="list-style-type: none">• Management services for projects and programs are necessary to assist DFW in efficiently and effectively managing, and representing DFW's interests.• The term of the Contract is due to expire on September 30, 2015.				
D/S/M/WBE Information <ul style="list-style-type: none">• In accordance with the Board's MWBE Program, the MWBE goal for this Contract is 5%• Paslay Management Group, LP has committed to achieving 5% MWBE participation on this contract and is currently achieving 3.40%.				
Schedule/Term The term of the Contract is extended through September 30, 2016.				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
8500300			NTE \$2,800,000.00	NTE \$10,825,000.00
For Information contact	Fund	Project #	External Funding Source	Amount
Nate Smith 3-1891	Joint Capital Acct	27017-02		\$2,800,000.00

Additional Information

- In August 2011 the Board approved Resolution No. 2011-08-229 to award Contract No. 8500300, Managing Executive Services-Terminal Renewal and Improvement Plan, and to fund the contract's one year initial term.
- In May 2012 the Board approved Resolution No. 2012-05-157 (Renewal List), exercising and funding the first option year of the Contract's seven one year renewal options.
- In May 2013 the Board approved Resolution No. 2013-05-135 (Renewal List), exercising and funding the second option year under the Contract.
- Two written time extensions were also granted to the consultant by staff to extend the contract term through March 31, 2015.
- In April 2015 the Board approved Resolution No. 2015-04-039 to ratify extension of the contract term through September 30, 2015 and add funding for that period.

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 the Sixth Renewal and Extension to Management Services Contract No. 8500300, effective October 1, 2015 between the Board and Paslay Management Group, LP, of Irving, Texas, to reflect an extension of the Contract term through September 30, 2016 and an increase in funding in an amount not to exceed \$2,800,000.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:04 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:29 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 5:33 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 5:06 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Program Management Implementation Services	
Action That the Chief Executive Officer or designee be authorized to execute a Sixth Renewal and Extension to Program Management Implementation Services Contract No. 8500289, effective September 16, 2015, between the Board and Freese and Nichols, Inc., of Fort Worth, Texas, to reflect an extension of the Contract term through September 15, 2016 and an increase in funding in an amount not to exceed \$13,920,369.00.			
Description <ul style="list-style-type: none"> • This action authorizes the Sixth Renewal and Extension to the Contract to reflect the Board's: [i] extension of the Contract term through September 15, 2016; and [ii] increase in funding under the Contract in an amount not to exceed \$13,920,369.00. • The Sixth Renewal will provide additional time and funding for continued program management implementation services on an as needed basis, in support of Capital Improvement Program(s), including the Terminal Renewal and Improvement Program (TRIP) and other projects and programs. Justification <ul style="list-style-type: none"> • This contract provides a range of program/project professional staff support to facilitate implementation of the work of the program(s). • The term of the Contract is due to expire on September 15, 2015. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • In accordance with the Board's historical MWBE Program, the MWBE goal for this Contract is 25%. • Freese and Nichols, Inc. committed to obtaining 40% MWBE participation and is currently achieving 50.36%. • Freese and Nichols, Inc. has committed to achieving the 40% MWBE commitment on this contract amendment. 			
Schedule/Term The term of the Contract is extended through September 15, 2016.			
Contract #	Agreement #	Purchase Order #	Action Amount
8500289			NTE \$13,920,369.00
			Revised Amount
			NTE \$74,353,669.00
For Information contact	Fund	Project #	External Funding Source
Nate Smith 3-1891	Joint Capital Account	27017-02	Amount
			\$13,920,369.00

Additional Information

- In August 2010 the Board approved Resolution No. 2010-08-175 for the award of Contract No. 8500289, Program Management Implementation Services, and for funding the first year of the Contract's initial three year term.
- In August 2011 the Board approved Resolution No. 2011-08-226, funding the second year of the Contract.
- In July 2012 the Board approved Resolution No. 2012-07-214, funding the third year of the Contract.
- In August 2013 the Board approved Resolution No. 2013-08-226, exercising and funding the first option year of the Contract's six option years.
- In October 2014 the Board approved Resolution No. 2014-10-233, exercising and funding only a portion of the second option year of the Contract's six option years.
- In April 2015 the Board approved Resolution No. 2015-04-040, exercising and funding the remainder of the second option year and a portion of the third option year of the Contract's six option years.

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 a Sixth Renewal and Extension to Program Management Implementation Services Contract No. 8500289, effective September 16, 2015, between the Board and Freese and Nichols, Inc., of Fort Worth, Texas, to reflect an extension of the Contract term through September 15, 2016 and an increase in funding in an amount not to exceed \$13,920,369.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:13 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:30 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:16 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 5:04 pm

Pending

Chief Executive Officer

Date

**D/FW INTERNATIONAL AIRPORT BOARD
PROFESSIONAL SERVICES CONTRACT STATUS REPORT**

1. CONTRACT TITLE:					
Program Management Implementation Services					
2. CONTRACTOR:				3. CONTRACT NO.:	
Freese and Nichols, Inc.				8500289	
4. CONTRACT DATA:					
Original Contract Amount				\$ 9,500,000.00	
Contract Execution Date (NTP)				08/16/10	
Original Expiration Date				08/16/13	
5. SUMMARY OF EXECUTED CHANGE ORDERS					
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	DATE EXECUTED	APPROVED BY STAFF/BOARD (S)/(B)
1	Replace Attachment D Guidelines for Cost and Pricing Date	-	0	09/22/10	Staff
2	Add "Concessions Program Manager" Category to the Professional Rate Schedule	-	0	01/12/11	Staff
3	Add IT Implementation Manager to the Professional Rate Shedule with a loaded rate.	-	0	02/14/11	Staff
4	Add Subconsultants: Keville Enterprises, Inc., Lamb-Star Engineering, and TQD Group. Replace Attachment D Guidelines for Cost and Pricing Date	\$ -	0	03/04/11	Staff
5	Add Subconsultants: Gensler, Reed Fire Protection and TLC Engineering. Add Classification PM - Baggage Systems. Replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	04/25/11	Staff
6	Add Subconsultant: Garza Program Management, LLC. Replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	06/02/11	Staff
7	Additional Funding for 2nd contract year.	\$ 13,300,000.00	0	08/15/11	2011-08-226
8	Add "PR/Communications Manager" Category to the Professional Rate Schedule. Replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	08/22/11	Staff
9	Add Subconsultant: AirOps & KavPlan, LLC. Replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	09/22/11	Staff
10	Add Subconsultant: Winston Services, Inc. & replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	02/01/12	Staff
11	Additional Funding for 3rd contract year.	\$ 12,500,000.00	0	07/12/12	2012-07-214
12	Add Subconsultant: CCM Construction Services, LLC. & replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	06/29/12	Staff
13	Add Position: Environmental Operations Supervisor & replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	08/02/12	Staff
14	Replace Attachment D Guidelines for Cost and Pricing Data	\$ -	0	10/31/12	Staff
15	Replace Attachment D Guidelines for Cost and Pricing Data - Update OH Rates	\$ -	0	12/18/13	Staff
16	Authorize option year 1 of 6 option renewal years.	\$ 14,500,000.00	365	08/14/13	2013-08-226
17	Add North Texas Project Resources & replace Attachment D Guidelines	\$ -	0	04/24/13	Staff
18	Add Paragon Project Resources, Inc. & replace Attachment D Guidelines	\$ -	0	05/09/13	Staff
19	Add personnel classification - Co-Op Internship	\$ -	0	05/30/13	Staff
20	Replace Attachment D Guidelines for Cost and Pricing Data - Update OH Rates	\$ -	0	08/14/13	Staff

**D/FW INTERNATIONAL AIRPORT BOARD
PROFESSIONAL SERVICES CONTRACT STATUS REPORT**

1. CONTRACT TITLE:					
Program Management Implementation Services					
2. CONTRACTOR:				3. CONTRACT NO.:	
Freese and Nichols, Inc.				8500289	
21	Replace Attachment D Guidelines for Cost and Pricing Data - Update OH Rates	\$ -	0	10/03/13	Staff
22	Delete General Provisions, Section 11 - OWNERSHIP OF DOCUMENTS and replace with Section 11 - Work Product/Intellectual Property	\$ -	0	12/16/13	Staff
23	Replace Attachment D Guidelines for Cost and Pricing Data - revise several max hourly rates and increase max allowable reimbursement for mobile communication devices	\$ -	0	12/05/13	Staff
24	Add personnel classification - Sr. BHS Manager	\$ -	0	06/04/14	Staff
25	Add time	\$ -	45	08/11/14	Staff
26	Add time	\$ -	15	09/22/14	Staff
27	Increase and Extend (partial Yr 5 - 2nd option yr)	\$ 2,200,000.00	151	10/08/14	2014-10-233
28	Add Sr. Construction Programs Accounting Database Warehouse Analyst position, and add new sub - Adaptive Dataviews	\$ -	0	11/17/14	Staff
29	Replace Attachment D Guidelines for Cost and Pricing Data - Update OH rates	\$ -	0	12/09/14	Staff
30	Increase & extend through 9/15/15	\$ 8,433,300.00	184	03/11/15	2015-04-040 (Ratify)
31	Replace Attachment D Guidelines for Cost and Pricing Data - remove KavPlan and update L+E's field OH rate	\$ -	0	in process	Staff
SUB-TOTAL OF EXECUTED CHANGE ORDERS		\$ 50,933,300.00	760		
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	REVISED CONTRACT % INCREASE (DECREASE)	CONTRACT EXPIRATION DATE
6. THIS ACTION					
32	Renewal - increase and extend	\$ 13,920,369.00	366	23.03%	
7. REVISED CONTRACT DATA: (Including "This Action")					
	Contract Amount	\$ 74,353,669.00			
	Days Contract Extended		1126		
	Contract % Increase (Decrease)			682.67%	
	Expiration Date				09/15/16
8. SUMMARY OF PENDING OR POTENTIAL CONTRACT CHANGE ORDERS (If Applicable):					

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Terminal Renewal and Improvement Program - Terminals A, B, C & E Cellular DAS Relocation	
Action That the Chief Executive Officer or designee are authorized to execute an Amendment to Contract No. 9500516, Terminals A, B, C & E Cellular Distributed Antenna System Relocation, with Sprint Spectrum L.P. and MS Benbow and Associates, increasing the Estimated Maximum Payment Amount under the Contract in an amount not to exceed \$3,540,000.00.			
Description <ul style="list-style-type: none"> • This action is part of the Terminal Renewal and Improvement Program (TRIP). • This action will provide funding for the continued reimbursement of Sprint Spectrum L.P. and M S Benbow and Associates for the cost associated with relocating the DFW Cellular Distributed Antenna System (DAS). • The Cellular DAS distributes high fidelity commercial wireless voice signals throughout the terminals and working spaces of DFW Airport. • This action extends the contract duration to accommodate the new schedule work for Terminal C. Justification <ul style="list-style-type: none"> • Under the Contract, Sprint/Benbow are required to protect, remove and/or relocate components of the CDAS, repair any CDAS components damaged as a result of TRIP activities, provide temporary cellular coverage during each TRIP Phase, design and effectuate a redeployment of the CDAS into completed TRIP Phases and perform testing and certification of all redeployed CDAS. • The Contract was initially funded in the amount of \$3 million and the parties have determined that such amount needs to be increased due to the re-phasing of the TRIP schedule and the inclusion of Terminal C in that schedule, all of which have increased the cost to Sprint/Benbow to perform services under the Contract. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • N/A - Not subject to the Board's D/S/M/WBE Program policies. 			
Schedule/Term The contract completion date will not be affected by this action.			
Contract #	Agreement #	Purchase Order #	Action Amount Revised Amount
9500516			NTE \$3,540,000.00 NTE \$6,540,000.00
For Information contact	Fund	Project #	External Funding Source Amount
Nate Smith 3-1891	Joint Capital Acct.	Various	\$3,540,000.00

Additional Information

- In February 2013 the Board approved Resolution No. 2013-02-047, establishing contract number 9500516, Terminals A, B, C & E Cellular DAS Relocation, with Sprint Spectrum L.P. and M S Benbow and Associates, in an amount not to exceed \$3,000,000.00.

Additional Attachments: **Y****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee are authorized to execute an Amendment to Contract No. 9500516, Terminals A, B, C & E Cellular Distributed Antenna System Relocation, with Sprint Spectrum L.P. and MS Benbow and Associates, increasing the Estimated Maximum Payment Amount under the Contract in an amount not to exceed \$3,540,000.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:16 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:30 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:16 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 5:01 pm

Pending

Chief Executive Officer

Date

D/FW INTERNATIONAL AIRPORT BOARD

CONSTRUCTION CONTRACT STATUS REPORT

1. CONTRACT TITLE:					
Terminal A, B, C & E Cellular DAS Relocation					
2. CONTRACTOR:				3. CONTRACT NO.:	
Sprint Spectrum L.P. and MS Benbow and Associates				9500516	
4. CONTRACT DATA:					
Original Contract Amount				\$3,000,000.00	
Contract Execution Date (NTP)				TBD	
Original Expiration Date				12/31/17	
5. SUMMARY OF EXECUTED CHANGE ORDERS					
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	DATE EXECUTED	STAFF/BOARD (S)/(B)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
SUB-TOTAL OF EXECUTED CHANGE ORDERS		\$ -	0		
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	REVISED CONTRACT % INCREASE (DECREASE)	CONTRACT EXPIRATION DATE
6. THIS ACTION					
1	Increase funding and time	\$ 3,540,000.00	1276	1.18	
7. REVISED CONTRACT DATA: (Including "This Action")					
	Contract Amount	\$6,540,000.00			
	Days Contract Extended		1276		
	Contract % Increase (Decrease)			118.00%	
	Expiration Date				06/29/21
8. SUMMARY OF PENDING OR POTENTIAL CONTRACT CHANGE ORDERS (If Applicable):					
		\$ -	0		

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Operations	Terminal Renewal and Improvement Program - Terminal B Design and Design Management Services	
Action That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Supplemental Agreement No. 10, Contract No. 8500271, Terminal Renewal and Improvement Program - Terminal B Design and Design Management Services, with DMJM/EJES Joint Venture, of Fort Worth, Texas, in an amount not to exceed \$3,989,058.00.			
Description <ul style="list-style-type: none"> • This action is part of the Terminal Renewal and Improvement Program (TRIP). • This action will provide for continued Construction Support Services (CSS) for Terminal B. • Work will include, but is not limited to the following: <ul style="list-style-type: none"> ◆ Extend the duration of CSS for Phase 2 (Terminal B Section A) ◆ Provide CSS to support the construction activities for Phase 3 (Terminal B Section B, including the Baggage Handling System). 			
Justification <ul style="list-style-type: none"> • This action is necessary to extend the time duration for Phase 2 CSS through the completion of TRIP Terminal B, Section A construction. • Phase 3 CSS is required to support construction activities, including review of shop drawing submittals, responding to request for information, and coordination with the design consultant for the Baggage Handling System. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • In accordance with the Board's MWBE Program, the MWBE goals for this Contract are 20% on the base and 35% aggregately for supplemental agreements. • DMJM/EJES Joint Venture has committed to achieving 25% MWBE participation on the base and 40% aggregately for supplemental agreements. Actual MWBE commitments and achievements are reported on the attached MWBE status report. • The estimated MWBE participation is 41.98% utilizing APM & Associates, Inc. (BM-C: 0.49%), Campos Engineering, Inc. (HM-C: 10.82%), MEP Consulting Engineers, Inc. (WF-C: 11.78%), Moya IT Consulting, LLC (WF-C: 10.26%) and VAI Architects, Inc. (HM-C: 8.63%). EJES, Inc. (BM-C), the MWBE JV partner, will self-perform 13.06% for a total MWBE participation of 54.04%. 			
Schedule/Term The contract completion date will be extended by 731 days to October 31, 2017.			
Contract #	Agreement #	Purchase Order #	Action Amount
8500271	10		NTE \$3,989,058.00
			Revised Amount
			\$41,971,642.13
For Information contact	Fund	Project #	External Funding Source
Nate Smith 3-1891	Joint Capital Account	27005-03	Amount
			\$3,989,058.00

Additional Information

- In February 2011, the Board approved Resolution No. 2011-02-033 to provide for 35% Design documents.
- In April 2011, the Board approved Resolution No. 2011-04-094 to provide for Design Development and Construction Support Services (CSS) for the Terminal B Hot Water/Chilled Water loop.
- In May 2011, the Board approved Resolution No. 2011-05-129 to advance schematic design for the Terminal B Baggage Handling System.
- In July 2011, the Board approved Resolution No. 2011-07-196 to advance 35% to 100% Design documents for Terminal Building and corresponding Section C Parking Garage.
- In September 2011, the Board approved Resolution No. 2011-09-263 to advance 35% design for Terminal B Phase 2 and 3 to 100% design level and to provide CSS for Baggage Handling System Regating and AA IT Fiber Back bone.
- In December 2011, the Board approved Resolution No. 2011-12-351 to advance expansion of third floor electrical rooms in Terminal B and development of temporary storage space in Terminal D scope of work to 100% construction drawings.
- In April 2012, the Board approved Resolution No. 2012-04-106 to provide additional design services to support Phase 1 Construction.
- In June 2012, the Board approved Resolution No. 2012-06-183 to provide CSS for Phase 1, Phase 1 enabling projects, Baggage Handling System and additional design services to remove and replace the existing glazing at Terminal B.
- In September 2012, the Board approved Resolution No. 2012-09-305 to provide additional design services for Terminal B, Phases 1-3.
- In December 2012, the Board approved Resolution No. 2012-12-408 for additional design services due to changes in tenant operations.
- In February 2013, the Board approved Resolution No. 2013-02-048 for additional design services due to changes in tenant operations.
- In October 2013, the Board approved Resolution No. 2013-10-284 for Phase 2 CSS, Phase 2 and 3 IFR modifications, and completion of Phase 1 CSS.
- In November 2013, the Board approved Resolution No. 2013-11-308 for Phase 2 and 3 design services due to identified revisions to Phase 2 construction.
- In August 2014, the Board approved Resolution No. 2014-08-183 for Phase 2 CSS and Phase 2 BHS CSS.

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 a Contract Modification to Supplemental Agreement No. 10, Contract No. 8500271, Terminal Renewal and Improvement Program - Terminal B Design and Design Management Services, with DMJM/EJES Joint Venture, of Fort Worth, Texas, in an amount not to exceed \$3,989,058.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:18 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:31 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:16 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 5:00 pm

Pending

Chief Executive Officer

Date

PROFESSIONAL SERVICES CONTRACT STATUS

8500271, SA 10	Terminal B Design and Design Management	DMJM/EJES Joint Venture
CONTRACT NUMBER	PROJECT TITLE	CONSULTANT
ORIGINAL CONTRACT AMOUNT	\$	7,635,989.30
CHANGE ORDERS INCREASE OR (DECREASE) TO DATE:	\$	30,346,595.67
PRESENT CONTRACT AMOUNT (including executed change orders):	\$	37,982,584.97
CONTRACT EXECUTION DATE (NTP):	14-Feb-11	
DAYS EXTENDED:	1,510	
ORIGINAL CONTRACT EXPIRATION DATE:	12-Sep-11	
CURRENT CONTRACT EXPIRATION DATE:	31-Oct-15	

SUMMARY OF EXECUTED CONTRACT CHANGE ORDERS

C.O. NUMBER	DESCRIPTION	AMOUNT	DAYS EXT.	DATE EXECUTED	APPROVED BY STAFF/BOARD
01	Hot Water/Chilled Water Loop Design	\$ 800,000.00	337	4/27/2011	2011-04-094
02	100% Design for Terminal B Baggage Handling System	\$ 1,302,199.88	0	7/29/2011	2011-05-129
03	Provide design services to advance the 35% design for Terminal B Phase 1 to 100% construction documents.	\$ 5,901,533.84	0	8/2/2011	2011-07-196
04	Revise Professional Rate Schedule	\$ -	0	8/31/2011	STAFF
05	Advance the 35% design for Terminal B Phase 2 and 3 to a 100% design level for both the terminal building and corresponding section A and B parking garages.	\$ 7,371,347.93	101	11/11/2011	2011-09-263
06	Revise Professional Rate Schedule in the guidelines for Cost & Pricing Data.	\$ -	0	11/17/2011	STAFF
07	Provide final construction documents for the	\$ 101,142.00	0	12/8/2011	2011-12-351
08	Add Alliance Geotechnical Group & Sr. Designer	\$ -	0	1/13/2012	Staff
09	Enabling & CSS Support	\$ 115,354.70	0	4/16/2012	2012-04-106
10	Support for TSA Testing	\$ 11,701.01	0	5/3/2012	Staff
11	CSS for Phase I and Phase I enabling and BHS and Glazing.	\$ 2,172,172.29	770	8/6/2012	2012-06-183
12	Terminal B Request for Equitable Adjustment	\$ 4,450,483.99	0	10/29/2012	2012-09-305
13	Revise Professional Rate Schedule	\$ -	0	12/3/2012	Staff
14	Interior Finishes Modifications	\$ 305,837.68	0	1/10/2013	2012-12-408
15	Amenities and Interior Finishes	\$ 462,317.31	0	3/8/2013	2013-02-048
16	Add JDP Consulting	\$ -	0	5/3/2013	Staff
17	Add revised rates for Corgan and Ross and Barruz	\$ -	0	5/15/2013	Staff
18	Revise rates to include Manning Architects	\$ -	0	8/27/2013	Staff
19	Phase 2 CSS and Phase 2 and 3 IFR Design	\$ 2,849,450.67	0	10/11/2013	2013-10-284
21	Addition of language for IDIQ delivery orders	\$ -	0	3/10/2014	Staff
20	Phase 2 & 3 Design Services	\$ 999,466.37	0	2/5/2014	2013-11-308
22	Phase 2 CSS & BHS	\$ 3,503,588.00	302	9/12/2014	Staff
23	Revise Attachment C - pricing data	\$ -	0	12/23/2014	Staff
24	Revise Attachment C - Add sub-consultant	\$ -	0	Pending	Staff
TOTAL EXECUTED CONTRACT CHANGE ORDERS		\$ 30,346,595.67	1,510		

THIS ACTION

C.O. NUMBER	DESCRIPTION	AMOUNT	DAYS EXT.	
25	Provide construction support services for Terminal B Phase 3 work	\$ 3,989,057.16	731	

SUMMARY OF PENDING CONTRACT CHANGE ORDERS (Does not include "This Action")

TOTAL NUMBER	ESTIMATED VALUE	EST. DAYS	

TOTAL CHANGE ORDERS (Executed, This Action & Pending): \$ 34,335,652.83

PROJECTED CONTRACT AMOUNT: \$ 41,971,642.13
PROJECTED CONTRACT EXPIRATION DATE: 31-Oct-17

DMJM/EJES JV
Contract No. 8500271
MWBE Participation

Category	Contract Number	% Commit	% Achieve	Total MWBE \$	Total Paid To Date	Contract Progress
SA Rollup	850271000 All SAs	40.00%	56.33%	\$56,217,052.81	\$99,795,767.24	95.13%
Base Rollup	850271000 Base	25.00%	31.71%	\$1,478,808.16	\$4,664,138.00	64.33%
Detail	850271000 Base	25.00%	31.71%	\$1,478,808.16	\$4,664,138.00	64.33%
Detail	850271000 SA No. 1	52.40%	50.05%	\$356,758.65	\$712,822.45	100.00%
Detail	850271000 SA No. 2	61.90%	59.21%	\$2,190,883.05	\$3,700,277.73	98.91%
Detail	850271000 SA No. 3	95.60%	99.52%	\$143,983.84	\$144,678.18	92.26%
Detail	850271000 SA No. 4	80.40%	76.18%	\$1,338,148.46	\$1,756,564.71	97.77%
Detail	850271000 SA No. 5	41.65%	49.03%	\$423,003.06	\$862,696.63	97.60%
Detail	850271000 SA No. 6	54.20%	53.43%	\$3,542,051.81	\$6,629,527.62	98.86%
Detail	850271000 SA No. 7	35.30%	54.23%	\$136,269.54	\$251,291.89	100.00%
Detail	850271000 SA No. 8	93.40%	100.00%	\$156,985.65	\$156,985.65	100.00%
Detail	850271000 SA No. 9	63.50%	53.42%	\$247,261.68	\$462,837.29	100.00%
Detail	850271000 SA No. 10	65.26%	67.29%	\$23,855,600.10	\$35,453,354.44	93.34%
Detail	850271000 SA No. 11	52.70%	50.30%	\$21,087,316.27	\$41,922,643.82	95.12%
Detail	850271000 SA No. 12	43.03%	38.56%	\$1,271,371.94	\$3,296,722.80	99.73%
Detail	850271000 SA No. 13	49.30%	66.70%	\$95,165.11	\$142,679.75	98.29%
Detail	850271000 SA No. 14	45.99%	42.33%	\$870,084.22	\$2,055,414.08	99.96%
Detail	850271000 SA No. 15	87.60%	98.90%	\$209,204.35	\$211,521.92	99.11%
Detail	850271000 SA No. 16	9.94%	13.44%	\$243,737.54	\$1,814,189.27	99.14%
Detail	850271000 SA No. 17	54.60%	5.33%	\$9,701.21	\$182,032.68	61.92%
Detail	850271000 SA No. 18	90.00%	100.00%	\$39,526.33	\$39,526.33	28.38%

Cumulative Activity Period thru 8/11/15

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #		
09/03/2015	Operations	Terminal Renewal and Improvement Program - Terminal B and Terminal E Passenger Boarding Bridges			
Action That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Supplemental Agreement No. 12, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal B, Phase 2, in an amount not to exceed \$370,000.00, and to execute a Contract Modification to Supplemental Agreement No. 19, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal E, Phase 3, both with Manhattan/Byrne/JRT/3i, a Joint Venture, of Dallas, Texas, in an amount not to exceed \$330,000.00.					
Description <ul style="list-style-type: none">• This action will execute a Contract Modification to Supplemental Agreement No. 12, Contract No. 9500406, to provide an allowance, for refurbishment of the Passenger Boarding Bridges (PBB) located at the Terminal B Gates, B6, B7, B9, B10 and B11.• This action will execute a Contract Modification to Supplemental Agreement No. 19, Contract No. 9500406, to provide an allowance, for refurbishment of the Passenger Boarding Bridges (PBB) located at the Terminal E Gates E11, E12, E13, E14, E15, E16, and E17.• Work will include, but is not limited to:<ul style="list-style-type: none">• Replace carpet, flooring and weather-stripping• Replacement of canopy materials at cab and tunnel• Replacement of Cab smoke detectors, shunt-trips and emergency lighting devices					
Justification <ul style="list-style-type: none">• Passenger Boarding Bridges (PBB) need to be ready to support the completion of the phases and start of operations in those areas.					
D/S/M/WBE Information <ul style="list-style-type: none">• In accordance with the Board's MWBE Program, the MWBE goals for this Contract are 20% on the base and 35% aggregately for supplemental agreements.• Manhattan/Byrne/JRT/3i, a Joint Venture, has committed to achieving 40% MWBE participation on the base and 35% aggregately for supplemental agreements.• Actual MWBE commitments and achievements are reported on the attached MWBE status report.					
Schedule/Term The contract completion date for SA12 will not be affected by this action. The contract completion date for SA19 will not be affected by this action.					
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount	
9500406	SA12		NTE \$370,000.00	NTE \$100,279,114.83	
9500406	SA19		NTE \$330,000.00	NTE \$130,768,790.00	
For Information contact		Fund	Project #	External Funding Source	Amount
Nate Smith 3-1891		0102			\$700,000.00

Additional InformationAdditional Attachments: **Y****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to execute a Contract Modification to Supplemental Agreement No. 12, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal B, Phase 2, in an amount not to exceed \$370,000.00, and to execute a Contract Modification to Supplemental Agreement No. 19, Contract No. 9500406, Terminal Renewal and Improvement Program - Terminal E, Phase 3, both with Manhattan/Byrne/JRT/3i, a Joint Venture, of Dallas, Texas, in an amount not to exceed \$330,000.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 10:19 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:31 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:17 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Airport Development
Aug 19, 2015 4:59 pm

Pending

Chief Executive Officer

Date

D/FW INTERNATIONAL AIRPORT BOARD

CONSTRUCTION CONTRACT STATUS REPORT

1. CONTRACT TITLE:					
Terminal B Phase 2					
2. CONTRACTOR:				3. CONTRACT NO.:	
Manhattan/Byrne/JRT/3i, a Joint Venture				9500406 SA12	
4. CONTRACT DATA:					
Original Contract Amount 2014-02-031				\$40,639,317.24	
Contract Execution Date (NTP + 645 days)				04/02/14	
Original Expiration Date				01/07/16	
5. SUMMARY OF EXECUTED CHANGE ORDERS					
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	DATE EXECUTED	STAFF/BOARD (S)/(B)
1	Establish GMP & time extension	\$ 59,269,797.59	105	09/19/14	2014-08-184
2	Increase Abatement Allowance using existing contract contingency funds	\$ -	0	05/07/15	staff
3	Increase Abatement Allowance	\$ -	0	8/7/2015	staff
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
SUB-TOTAL OF EXECUTED CHANGE ORDERS		\$ 59,269,797.59	105		
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	REVISED CONTRACT % INCREASE (DECREASE)	CONTRACT EXPIRATION DATE
6. THIS ACTION					
4	Establis Allowance to Refurbish PBBs	\$ 370,000.00	0	0.37%	
7. REVISED CONTRACT DATA: (Including "This Action")					
Contract Amount		\$100,279,114.83			
Days Contract Extended			105		
Contract % Increase (Decrease)				146.75%	
Expiration Date					04/21/16
8. SUMMARY OF PENDING OR POTENTIAL CONTRACT CHANGE ORDERS (If Applicable):					
		\$ -	0		

D/FW INTERNATIONAL AIRPORT BOARD

CONSTRUCTION CONTRACT STATUS REPORT

1. CONTRACT TITLE:					
Terminal E Phase 3					
2. CONTRACTOR:				3. CONTRACT NO.:	
Manhattan/Byrne/JRT/3i, a Joint Venture				9500406 SA19	
4. CONTRACT DATA:					
Original Contract Amount 2014-07-161				\$49,714,569.00	
Contract Execution Date (NTP + 613 days)				09/09/14	
Original Expiration Date				05/14/16	
5. SUMMARY OF EXECUTED CHANGE ORDERS					
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	DATE EXECUTED	STAFF/BOARD (S)/(B)
1	Establish GMP for Terminal E Phase 3 Renovation	\$ 73,620,550.00	0	02/17/15	2015-01-009
2	Additional scope per DCN06, various RFIs, and US Airways Ramp Restrooms	\$ 2,687,442.00	43	05/13/15	2015-04-051
3	Increase Abatement Allowance using exsiting contract contingency funds	\$ -	0	05/11/15	staff
4	Additional funding for Abatement	\$ 4,416,229.00	0	07/07/15	2015-06-093
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
SUB-TOTAL OF EXECUTED CHANGE ORDERS		\$ 80,724,221.00	43		
C.O. NO.	DESCRIPTION	AMOUNT	DAYS EXTENDED	REVISED CONTRACT % INCREASE (DECREASE)	CONTRACT EXPIRATION DATE
6. THIS ACTION					
5	Allowance to Refurbish PBBs	\$ 330,000.00	0	0.25%	
7. REVISED CONTRACT DATA: (Including "This Action")					
	Contract Amount	\$130,768,790.00			
	Days Contract Extended		43		
	Contract % Increase (Decrease)			163.04%	
	Expiration Date				06/26/16
8. SUMMARY OF PENDING OR POTENTIAL CONTRACT CHANGE ORDERS (If Applicable):					
		\$ -	0		

MBJ3 JV
Contract No. 9500406
MWBE Participation

Category	Contract Number	% Commit	% Achieve	Total MWBE \$	Total Paid To Date	Contract Progress
SA Rollup	950406000 All SAs	35.00%	38.71%	\$210,086,506.44	\$542,661,140.79	77.72%
Base Rollup	950406000 Base	40.00%	40.47%	\$4,358,112.37	\$10,768,029.04	88.78%
Detail	950406000 Base	40.00%	40.47%	\$4,358,112.37	\$10,768,029.04	88.78%
Detail	950406000 SA No. 1	35.00%	79.85%	\$3,131,587.96	\$3,921,846.32	100.00%
Detail	950406000 SA No. 2	20.00%	81.11%	\$1,251,210.50	\$1,542,560.31	100.00%
Detail	950406000 SA No. 3	20.00%	54.34%	\$10,617,865.09	\$19,539,639.81	86.77%
Detail	950406000 SA No. 4	30.00%	30.22%	\$1,353,277.57	\$4,477,958.10	96.77%
Detail	950406000 SA No. 5	35.00%	44.71%	\$70,910,108.85	\$158,608,869.61	92.36%
Detail	950406000 SA No. 6	10.00%	9.43%	\$622,061.15	\$6,596,795.31	95.65%
Detail	950406000 SA No. 7	10.00%	18.43%	\$2,717,015.38	\$14,740,434.13	83.64%
Detail	950406000 SA No. 8	35.00%	58.60%	\$28,342,199.16	\$48,363,610.14	99.80%
Detail	950406000 SA No. 9	35.00%	59.63%	\$4,286,830.30	\$7,188,615.31	96.06%
Detail	950406000 SA No. 10	35.00%	35.42%	\$3,273,940.50	\$9,241,915.93	92.66%
Detail	950406000 SA No. 11	35.00%	87.11%	\$4,699,028.01	\$5,394,231.10	65.42%
Detail	950406000 SA No. 12	35.00%	36.12%	\$15,515,481.77	\$42,960,809.48	43.00%
Detail	950406000 SA No. 13	35.00%	0.00%	0.00%	\$0.00	0.00%
Detail	950406000 SA No. 14	35.00%	48.54%	\$7,994,804.73	\$16,471,567.99	99.40%
Detail	950406000 SA No. 15	35.00%	38.44%	\$48,965,632.55	\$127,386,199.20	91.96%
Detail	950406000 SA No. 16	35.00%	27.33%	\$8,222,323.38	\$30,083,880.61	97.43%
Detail	950406000 SA No. 17	10.00%	12.30%	\$2,577,564.44	\$20,947,599.06	49.02%
Detail	950406000 SA No. 18	35.00%	28.66%	\$767,749.71	\$2,678,383.20	105.05%
Detail	950406000 SA No. 19	35.00%	17.04%	\$3,837,825.39	\$22,516,225.18	18.26%

Cumulative Activity Period thru 8/11/15

Operations

Discussion

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
COMMITTEE DISCUSSION ITEM

Meeting Date 09/03/2015	Subject Monthly Report	Committee Operations
Item For Discussion Staff approved contracts and change orders.		
The contracts and change orders listed on the attached have been approved by authorized Board Staff.		

CONTRACT ACTIONS APPROVED BY AUTHORIZED STAFF
July 1, 2015 through July 31, 2015
Professional Service New Contracts - \$25,000 to \$50,000
Change Orders - Increases/Decreases \$25,000 to \$50,000

September, 2015

Consultant *Denotes D/S/M/WBE	Contract No.	Contract Title/Description	Action Type	Amount

None this reporting period for Professional Services.

CONTRACT ACTIONS APPROVED BY AUTHORIZED STAFF
July 1, 2015 through July 31, 2015
New Construction Contracts - \$25,000 to \$50,000
Change Orders Increases/Decreases - \$25,000 to \$50,000

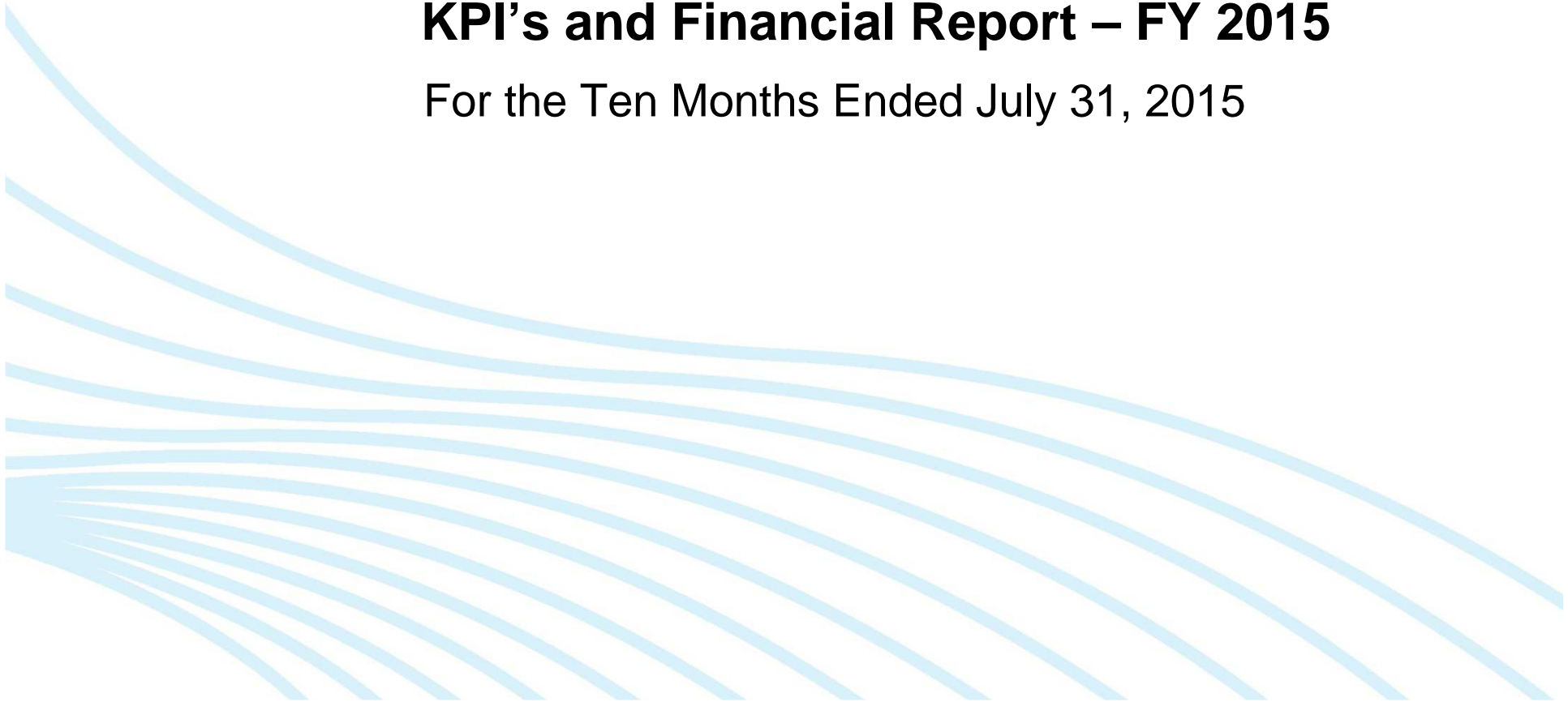
September, 2015

Consultant *Denotes D/S/M/WBE	Contract No.	Contract Title/Description	Action Type	Amount
Turner Omega Howard	9500496 SA 02	DFW Consolidated Headquarters This action provided for Load Zone Striping, additional HVAC testing and extended general conditions.	Change Order	NTE \$31,236.00
North Texas Contracting, Inc.	9500552	Northbound Service Road Highway Access This action provided for relocating the existing electrical pull box to the east side of the new roadway.	Change Order	NTE \$28,707.00



Dallas/Fort Worth International Airport KPI's and Financial Report – FY 2015

For the Ten Months Ended July 31, 2015



Key Performance Indicator Scorecard

For the Ten Months Ended July 31, 2015 - Unaudited

(\$ in millions)

Key Performance Indicator	Year-To-Date Actual vs. Budget Comparison					Annual	
	FY 2014 Actual YTD	FY 2015 Actual YTD	FY 2015 Budget YTD	FY '15 Actual Increase/(Decrease) vs. FY '15 Budget		FY 2015 Annual Budget	
DFW CC Net Revenues	\$88.9	\$95.6	\$88.7	\$6.8	7.7%	■	\$103.2
Airline Costs	\$199.0	\$239.5	\$250.0	(\$10.5)	(4.2%)	■	\$315.4
Total Expenditure Budget	\$523.8	\$582.5	\$588.5	(\$6.1)	(1.0%)	■	\$724.7
Total Passengers (Ms)	51.9	52.4	52.5	(0.1)	(0.1%)	■	63.2
Total Landed Weights (Bs)	32.4	33.7	33.1	0.6	1.9%	■	40.1

Results Status Bar

- Improved/Constant
- Worse by 0-5%
- Worse by >5%



DFW Cost Center

For the Ten Months Ended July 31, 2015 - Unaudited (in millions)

		YTD Actual vs. Budget Comparison				Annual	
		FY 2014 Actual YTD	FY 2015 Actual YTD	FY 2015 Budget YTD	FY '15 Actual Increase/(Decrease) vs. FY '15 Budget		FY 2015 Annual Budget
Revenues							
Parking	1	\$102.7	\$111.4	\$112.3	(\$1.0)	(0.9%)	\$136.0
Concessions	2	57.0	56.8	60.6	(3.9)	(6.4%)	73.1
Rental Car		26.8	26.3	26.7	(0.4)	(1.5%)	31.9
Commercial Development		31.5	31.5	30.9	0.6	2.1%	37.1
Sub-total Revenue Mgmt		217.9	226.0	230.6	(4.6)	(2.0%)	278.1
Other Revenues	3	27.6	31.8	28.2	3.6	12.8%	34.3
Total Revenues		245.5	257.8	258.8	(1.0)	(0.4%)	312.3
DFW CC Expenditures							
Operating Expenditures		90.7	93.8	96.1	(2.3)	(2.4%)	117.9
Debt Service (net of PFCs & CFCs)		28.9	34.0	37.1	(3.1)	(8.5%)	45.6
Total Expenditures		119.6	127.7	133.2	(5.5)	(4.1%)	163.5
Gross Margin - DFW Cost Center		125.9	130.0	125.6	4.5	3.6%	148.8
Less Transfers and Skylink							
DFW Terminal Contribution		5.7	4.0	5.3	(1.3)	(24.2%)	6.4
Skylink Costs		31.2	30.4	31.5	(1.1)	(3.5%)	39.2
Net Revenues from DFW Cost Center		\$88.9	\$95.6	\$88.7	\$6.8	7.7%	\$103.2



Airfield and Terminal Cost Centers

For the Ten Months Ended July 31, 2015 - Unaudited (in millions)

	YTD Actual vs. Budget Comparison					Annual
	FY 2014 Actual YTD	FY 2015 Actual YTD	FY 2015 Budget YTD	FY '15 Actual Increase/(Decrease) vs. FY '15 Budget		FY 2015 Annual Budget
Revenues						
Landing Fees	\$90.9	\$88.5	\$89.0	(\$0.5)	(0.5%)	\$107.6
Other Airfield	8.8	8.7	8.7	0.0	0.3%	10.5
Transfer from DFW Cost Center	19.5	23.9	23.9	(0.0)	(0.0%)	28.7
Total Airfield Revenue	119.2	121.1	121.6	(0.5)	(0.4%)	146.8
Terminal Leases	101.3	138.6	139.0	(0.4)	(0.3%)	166.8
FIS Fees	16.7	17.7	17.4	0.3	1.8%	21.2
Turn Fees and Other Office Rents	4 11.0	17.5	16.2	1.3	8.0%	19.6
Other Terminal	5 11.9	12.9	11.5	1.4	11.8%	13.9
Total Terminal Revenues	141.0	186.7	184.1	2.6	1.4%	221.5
Terminal Contributions	5.7	4.0	5.3	(1.3)	(24.2%)	6.4
Joint Capital Transfer	13.3	10.0	10.0	0.0	0.0%	12.0
Total Transfers	19.1	14.0	15.3	(1.3)	(8.4%)	18.4
Total Revenues	279.2	321.8	321.0	0.9	0.3%	386.7
Expenditures						
Operating Expenditures	181.9	194.5	191.5	3.0	1.6%	240.5
Debt Service (net of PFC's & CFC's)	83.2	111.4	119.8	(8.4)	(7.0%)	146.2
Total Expenditures	265.0	305.9	311.3	(5.4)	(1.7%)	386.7
Total Airfield /Terminal Net Income/(Loss)	\$14.2	\$15.9	\$9.6	\$6.3	N/A	(\$0.0)

102 Fund – Total Expenditures

For the Ten Months Ended July 31, 2015 - Unaudited (in millions)

Expenditures	FY 2014 Actual YTD	YTD Actual vs. Budget Comparison				Annual
		FY 2015 Actual YTD	FY 2015 Budget YTD	FY '15 Actual Increase/(Decrease) vs. FY '15 Budget		FY 2015 Annual Budget
Operating Expenditures						
Salaries and Wages	\$97.8	\$102.5	\$102.9	(\$0.4)	(0.4%)	\$125.8
Benefits	51.6	52.1	51.8	0.3	0.5%	62.1
Facility Maintenance Contracts	42.1	44.6	44.3	0.2	0.5%	55.5
Other Contract Services	6 56.0	63.6	61.4	2.2	3.7%	82.4
Utilities	20.9	22.1	22.1	(0.0)	(0.2%)	26.8
Equipment and Other Supplies	7 12.2	13.5	13.3	0.3	1.9%	17.1
Insurance	8 4.3	4.3	5.0	(0.7)	(13.6%)	6.0
Fuels	9 3.9	2.6	4.1	(1.5)	(37.2%)	5.0
General, Administrative, and Other	5.1	4.9	5.3	(0.4)	(6.8%)	6.6
Change in Operating Reserves	3.4	4.0	4.0	0.0	0.0%	4.0
Total Operating Expenditures	297.4	314.1	314.1	0.0	0.0%	391.4
Total Debt Service	10 226.4	268.3	274.4	(6.1)	(2.2%)	333.3
Total 102 Fund Expenditures	\$523.8	\$582.5	\$588.5	(\$6.1)	(1.0%)	\$724.7

Notes to the Statement of Revenues and Expenses For the Ten Months Ended July 31, 2015

Parking	1	Parking revenue was \$111.4 million, \$1.0 million (0.9%) lower than budget primarily due to lower Terminal revenues and impact of adverse weather, partially offset by higher revenues from Drop Off/Meeter Greeter.
Concessions	2	Concessions revenues were \$56.8 million, \$3.9 million (6.4 %) lower than budget primarily due to advertising.
Other Revenues	3	Other revenues were \$31.8 million, \$3.6 million (12.8%) higher than budget primarily due to employee transportation revenue (increased headcount from AA), and interest income (higher interest rates).
Turn Fees & Other Office Rent	4	Turn Fees & Other Office Rents were \$17.5 million, \$1.3 million (8.0%) higher than budget primarily due to increased turns in Terminal D.
Other Terminal Revenues	5	Other Terminal revenues were \$12.9 million, \$1.4 million (11.8%) higher than budget primarily due to increases in catering and concession O&M reimbursements.
Other Contract Services	6	Other Contract Services were \$63.6 million, \$2.2 million (3.7%) higher than budget primarily due to consulting services used to cover vacant ITS positions, employee busing due to AA rebanking, reclassification of foam injection supplies to contracts, and planning projects and studies partially offset by less than expected soil remediation and timing of computer and professional contracts savings.
Equipment & Supplies	7	Equipment & Supplies were \$13.5 million, \$0.3 million (1.9%) higher than budget primarily due to increases in deicing supplies, spares and consumables, equipment and computer purchases partially offset by savings in general supplies, uniforms, and foam injection supplies reclassified to contracts.
Insurance	8	Insurance expenses were \$4.2 million, \$0.7 million (13.6%) lower than budget primarily due to lower claims and premiums.
Fuels	9	Fuel expenses were \$2.5 million, \$1.5 million (37.2%) lower than budget primarily due to lower rates for diesel and CNG fuels and a fuel tax credit received in May.
Debt Service	10	Debt Service expenses were \$268.3 million, \$6.1 million (2.2%) lower than budget due to decreased debt service requirements in new debt caused by changes in project schedules.

Finance/Audit

Consent

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Finance/Audit	Public Officials Liability Insurance	
Action That the Chief Executive Officer or designee be authorized to bind and procure Airport Public Officials Liability Insurance Coverage with ACE American Insurance Company effective October 1, 2015, in the amount of \$128,051.00.			
Description <ul style="list-style-type: none"> This Action will authorize the procurement of Public Officials Liability Insurance, in the amount of \$128,051 by the Airport's Risk Management Department. 			
Justification <ul style="list-style-type: none"> Renewal premium represents a <u>7% increase (\$7,341)</u> over 2014 rates. This is a renewal of the previous policy for Public Officials Liability (public Director and Officer's insurance) coverage with ACE American Insurance Company. Public Officials Liability Insurance provides errors and omissions coverage for all officers, directors, elected or appointed officials, Board members of the Airport, and any employee of the Airport Board when such parties are acting within the scope of their duties or employment. 2015 Renewal <ul style="list-style-type: none"> ◆ Aggregate Limits - \$10,000,000 ◆ Per Occurrence Limits - \$5,000,000 ◆ Deductible/retention - \$100,000 2015 Premium - \$128,051 			
D/S/M/WBE Information <ul style="list-style-type: none"> N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Insurance Premiums). 			
Schedule/Term <ul style="list-style-type: none"> Policy Period: October 1, 2015 thru September 30, 2016 			
Contract #	Agreement #	Purchase Order #	Action Amount \$128,051.00
			Revised Amount \$0
For Information contact	Fund	Project #	External Funding Source
Cheryl Johnson 3-4656	0102		Amount \$128,051.00

Additional Information

- Public Officials Liability Insurance provides liability coverage for errors and omissions of public officials, employees, and the Airport Board as a whole. Coverage is also extended to include any volunteer while acting within the scope of duties and while under the general supervision of an officer, director, elected or appointed official, or an employee of the Board.
- Policy provides for monetary damages and defense costs for damages or wrongful acts that include actual or alleged error, misstatement, omission, negligence or breach of duty by the insured.
- Defense costs and claims expenses are included within the per occurrence limits of liability of \$5,000,000 and aggregate limit of \$10,000,000.
- Typical exclusions to the policy would be fraudulent acts, wrongful acts committed intentionally with knowledge of wrongdoing, damages arising from law enforcement activities, and employee benefit and retirement fund programs.
- The market solicitation was managed through the Dallas office of McGriff, Seibels & Williams of Texas. Solicitation results involved five (5) marketed carriers, of which:
 - ◆ Three (3) carriers provided quotes - ACE (the incumbent), AIG and Ironshore
 - ◆ Two (2) carriers declined - Travelers and Professional Government Underwriters
 - ◇ Proposal from Ironshore for \$173,102 is \$45,051 higher than the ACE proposal and confirms that the ACE pricing is most competitive available in the marketplace.
- Recommended carrier is ACE American Insurance Company, an A.M. Best, A++ XV rated carrier, which is headquartered in Philadelphia, Pennsylvania.

Additional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to bind and procure Airport Public Officials Liability Insurance Coverage with ACE American Insurance Company effective October 1, 2015, in the amount of \$128,051.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:39 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:32 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:17 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head

Aug 19, 2015 3:21 pm

Chief Executive Officer

Pending

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #
09/03/2015	Finance/Audit	General Liability Insurance	
Action That the Chief Executive Officer or designee be authorized to bind and procure Airport Owners and Operators General Liability Insurance Coverage with Commerce and Industry Insurance Company (AIG), effective October 1, 2015 in the amount not to exceed \$194,693.00.			
Description <ul style="list-style-type: none"> This Action will authorize the procurement of General Liability Insurance with Commerce and Industry Insurance Company (AIG), in the amount of \$194,693, by the Airport's Risk Management Department. Justification <ul style="list-style-type: none"> Total premium represents a 33% decrease (\$95,932) from expiring premium with ACE Property & Casualty Insurance Company. General Liability insurance provides protection from third parties for liability exposures and losses resulting from accidents and incidents occurring on Airport property and/or from Airport operations. The coverage includes protection for personal injury, property damage, fire damage, on premise auto liability, excess liability for off-premise operations, medical malpractice, and excess employers' liability. The coverage includes law enforcement liability and actions resulting from/with mutual aid assistance agreements. 2015 Premium - \$194,693 <ul style="list-style-type: none"> ◆ Aggregate and Per Occurrence Limits - \$20,000,000 ◆ Deductible: Per Occurrence or Offense - \$25,000; Annual Aggregate - \$500,000 			
D/S/M/WBE Information <ul style="list-style-type: none"> N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Insurance Premiums). 			
Schedule/Term <ul style="list-style-type: none"> Coverage Period: October 1, 2015 - September 30, 2016 			
Contract #	Agreement #	Purchase Order #	Action Amount \$194,693.00 Revised Amount \$0
For Information contact Cheryl Johnson 3-4656	Fund 0102	Project # External Funding Source	Amount \$194,693.00

Additional Information

- 2015 Coverage Includes:
 - ◆ Limits - \$20,000,000 (per occurrence)
 - ◆ Deductible Reduction from \$50,000 to \$25,000 (per occurrence)
 - ◆ Premium with AIG - \$194,693 which is a decrease of 33% (\$95,932) over FY14 of \$290,625 premium and is \$56,697 less than the ACE renewal.
 - ◆ Enhancement of \$10,000 sublimit for Premises Med Pay and a \$5,000,000 sublimit for Property Damage to Non/Owned Aircraft. AIG's proposal also includes a reduction to the Annual Aggregate Deductible from \$1,000,000 to \$500,000.
 - ◆ Rate Guarantee: (1) one-year, with (2) one-year renewal options
- General Liability Insurance provides protection from third parties for liability exposures and losses resulting from accidents and incidents occurring on Board property.
- The coverage includes protection for personal injury, property damage, fire damage, on-premise auto liability, and medical malpractice; as well as, coverage for excess employers' liability.
- The solicitation was administered through the Dallas office of McGriff, Seibels & Williams of Texas. The solicitation was marketed to eight (8) insurance carriers. Four (4) carriers provided quotes and four (4) carriers declined. Quotes were received from the following:
 - ◆ ACE Property & Casualty Insurance Company (incumbent)
 - ◆ Commerce and Industry Insurance Company (AIG)
 - ◆ QBE North America
 - ◆ Swiss Re
- The selected carrier, Commerce and Industry Insurance company (AIG), A.M. Best A, XV rated carrier, which is headquartered in New York, New York.

Additional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to bind and procure Airport Owners and Operators General Liability Insurance Coverage with Commerce and Industry Insurance Company (AIG), effective October 1, 2015 in the amount not to exceed \$194,693.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:36 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:33 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:18 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head

Aug 19, 2015 3:22 pm

Chief Executive Officer

Pending

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Finance/Audit	Increase to Legal Services Contract No. 8004976 with the firm of Harris, Finley & Bogle P.C. of Fort Worth, Texas.		
Action That the Chief Executive Officer or designee be authorized to increase Legal Services Contract No. 8004976 with the firm of Harris, Finley & Bogle, P.C of Fort Worth, Texas in an amount not to exceed \$50,000.00, for a revised Contract amount not to exceed \$98,750.00.				
Description <ul style="list-style-type: none">This action would increase the Board's contract for Legal Services regarding Skylink, the automated people mover system.				
Justification <ul style="list-style-type: none">On January 1, 2015, the Board entered in to a legal services contract with Harris, Finley & Bogle, P.C. to provide legal representation to the Board in connection with Skylink, the automated people mover system at the Dallas/Fort Worth International Airport, and any claims (including the filing of appropriate litigation) the Board may have against the designer, contractors, insurers or other persons or entities involved in the design and construction of the system.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, no SBE goal was set for this Contract due to the original contract being under \$50,000.				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
8004976			\$50,000.00	\$98,750.00
For Information contact	Fund	Project #	External Funding Source	Amount
Elaine Rodriguez 3-5487	0102			\$50,000.00

Additional InformationAdditional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to increase Legal Services Contract No. 8004976 with the firm of Harris, Finley & Bogle, P.C of Fort Worth, Texas in an amount not to exceed \$50,000.00, for a revised Contract amount not ot exceed \$98,750.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:24 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:33 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:18 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Legal
Aug 19, 2015 2:32 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Finance/Audit	Increase to Legal Services Contract No. 8004913 with the Law Offices of Richard A. Gump, Jr. of Dallas, Texas.		
Action That the Chief Executive Officer or designee be authorized to increase Legal Services Contract No. 8004913 with the Law Offices of Richard A. Gump, Jr. of Dallas, Texas in an amount not to exceed \$50,000.00, for a revised Contract amount not to exceed \$98,750.00.				
Description <ul style="list-style-type: none">This action would increase the Board's contract for Legal Services regarding general immigration related compliance matters. Justification <ul style="list-style-type: none">On January 1, 2015, the Board entered into a legal services contract with the Law Offices of Richard A. Gump, Jr. to provide legal representation in connection with general immigration related compliance matters. This action would fund the continued work on an as needed basis.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, no SBE goal was set for this Contract due to the original contract being under \$50,000.				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
8004913			\$50,000.00	\$98,750.00
For Information contact	Fund	Project #	External Funding Source	Amount
Elaine Rodriguez 3-5487	0102			\$50,000.00

Additional InformationAdditional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to increase Legal Services Contract No. 8004913 with the Law Offices of Richard A. Gump, Jr. of Dallas, Texas in an amount not to exceed \$50,000.00, for a revised Contract amount not to exceed \$98,750.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:22 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:34 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:19 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Legal
Aug 19, 2015 2:57 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #		
09/03/2015	Finance/Audit	Ratify subscription payments made and approve future subscription expenditures			
Action That the Airport Board ratify payments made year to date and anticipated through the end of Fiscal Year 2015 to West Publishing Corporation in an amount not to exceed \$70,000.00 and approve future expenditures to the same vendor for Fiscal Year 2016 in an amount not to exceed \$70,000.00.					
Description <ul style="list-style-type: none">• Ratify payments made year to date including the estimated expenditures through the end of Fiscal Year 2015 subscriptions greater than \$50,000.00 which exceed Board Staff approval authority.• Approve expenditures to the same vendor for Fiscal 2016 in an amount not to exceed \$70,000.00					
Justification <ul style="list-style-type: none">• On November 1, 2007, by resolution No. 2007-11-306, the Board increased the Chief Executive Officer's delegated contracting/expenditure authority to \$50,000.00. Board Policy states that Board Staff must obtain the Board's approval prior to making expenditures for goods and/or services in excess of \$50,000.00.					
D/S/M/WBE Information <ul style="list-style-type: none">• N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Subscription Payments).					
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount	
			\$140,000.00	\$140,000.00	
For Information contact		Fund	Project #	External Funding Source	Amount
Elaine Rodriguez 3-5487		0102			\$140,000.00

Additional InformationAdditional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Airport Board ratify payments made year to date and anticipated through the end of Fiscal Year 2015 to West Publishing Corporation in an amount not to exceed \$70,000.00 and approve future expenditures to the same vendor for Fiscal Year 2016 in an amount not to exceed \$70,000.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:19 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:34 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:19 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Legal
Aug 19, 2015 3:00 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Finance/Audit	Laptop Refresh for DPS		
Action That the Chief Executive Officer or designee be authorized to execute Purchase Order No. 270693, for Laptops, to Austin Ribbon & Computer Supplies, Inc., of Austin, Texas, in the amount of \$142,122.75.				
Description <ul style="list-style-type: none">• Purchase thirty-five (35) Panasonic Toughbook Laptops for the Airport's Information Technology Services Department to distribute to the Airport's Department of Public Safety and Operations Departments.				
Justification <ul style="list-style-type: none">• This action will enable the standardization of the laptops to be utilized by DPS Services to include Police Patrol, Fire, and EMS.• The laptops currently being used are approaching end-of-life and will no longer receive vendor support.• This purchase is part of the planned 2015 Technology Refresh of hardware.• This action supports the Board's Goal of Operational Excellence.				
D/S/M/WBE Information <ul style="list-style-type: none">• N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).• Austin Ribbon & Computer Supplies, Inc. is a certified Women-Owned Business Enterprise (WF-C); therefore their self-performance will be counted towards the Board's overall WBE Program goals.				
Schedule/Term <ul style="list-style-type: none">• Purchase Date: September 2015• Delivery Date: September 2015				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
		270693	\$142,122.75	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Stephen Shaffer 3-5877 Keith White 3-5638	0102			\$142,122.75

Additional Information

- Thirty-three (33) Invitations to Bid were issued, including seven (7) to SBE firms.
- Seven (7) bids, including one (1) from an SBE firm, were received on or before the due date of August 4, 2015.

Bidder	Bid Amount
Austin Ribbon & Computer Supplies, Inc. ^{N1} Austin, Texas	\$142,122.75
GovWare, LLC Scottsdale, Arizona	\$145,215.00
CDW Government Vernon Hills, Illinois	\$146,297.90
SHI Government Solutions Austin, Texas	\$146,930.00
World Wide Technology, Inc. Maryland Heights, Missouri	\$156,238.60
Products Unlimited Distributors, Inc. Justin, Texas	\$157,325.00
Rugged Depot Magnolia, Texas	\$126,525.00
Note:	Non-Responsive
1. WBE-Certificated with NCTRCA/State of Texas HUB.	

- Austin Ribbon & Computer Supplies, Inc., of Austin, Texas, is the lowest responsive, responsible Bidder.
- The bid submitted by Rugged Depot, of Magnolia, Texas, was determined to be non-responsive as they did not meet the specifications outlined in the solicitation.

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 Purchase Order No. 270693, for Laptops, to Austin Ribbon & Computer Supplies, Inc., of Austin, Texas, in the amount of \$142,122.75.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:17 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:35 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:42 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Information Technology Svcs
Aug 19, 2015 7:54 am

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #		
09/03/2015	Finance/Audit	Aircraft Hardstand Equipment			
Action That the Chief Executive Officer or designee be authorized to reject all bids received for Solicitation No. 269825 for Aircraft Hardstand Equipment; and execute Purchase Order No. 270689, for Aircraft Hardstand Equipment, to TLD America, of Windsor, Connecticut, in the amount of \$170,120.00.					
Description <ul style="list-style-type: none">Reject all bids received for Solicitation No. 269825.Purchase the following Aircraft Hardstand Equipment to support Hardstand Operations.<ul style="list-style-type: none">◆ One (1) Pre-conditioned air with heat unit @ \$78,680.00◆ One (1) Ground power unit (180KVA) @ \$91,440.00					
Justification <ul style="list-style-type: none">On July 9, 2015, three bids were received in response to Solicitation No. 269825, for Aircraft Hardstand Equipment. Subsequent to receipt of the bids, Board Staff determined that it would be in the best interest of the Board to reject the bids received due to modification and specification requirements.During peak operating hours international flights exceed Terminal D gate capacity resulting in flights operating on the hardstand. The purchase of the pre-conditioned air unit and ground power unit is required to support DFW's increased hardstand flight activity.					
D/S/M/WBE Information <ul style="list-style-type: none">N/A - Not subject to the goal per the Board's SBE Policy due to the nature of the procurement (Goods/Finished Products).					
Schedule/Term <ul style="list-style-type: none">Purchase Date: September 2015Delivery Date: January 2016					
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount	
		270689	\$170,120.00	\$0	
For Information contact		Fund	Project #	External Funding Source	Amount
Kevin Smith 3-8402 Keith White 3-5638		Joint Capital Acct	26494-01		\$170,120.00

Additional Information

- Fifty-two (52) Invitations to Bid were issued, including three (3) to SBE firms.
- Three (3) bids, including none from SBE firms, were received on or before the due date of August 5, 2015.

Bidder	Bid Amount
TLD America Windsor, Connecticut	\$170,120.00
JBT AeroTech, Jetway Systems Minneapolis, Minnesota	\$211,806.00
GSE Holdings, Inc., dba ITW GSE Hobart Palmetto, Florida	\$70,000.00 Non-Responsive

- TLD America, of Windsor, Connecticut, is the lowest responsive, responsible Bidder.
- The bid submitted by GSE HOLDINGS INC., dba ITW GSE HOBART, of Palmetto, Florida, was determined to be non-responsive as the bid did not meet the specifications outlined in the solicitation.

Additional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to reject all bids received for Solicitation No. 269825 for Aircraft Hardstand Equipment; and execute Purchase Order No. 270689, for Aircraft Hardstand Equipment, to TLD America, of Windsor, Connecticut, in the amount of \$170,120.00.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:14 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 10:09 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:20 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Customer Service
Aug 19, 2015 2:48 pm

Pending

Chief Executive Officer

Date

Finance/Audit

Action

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #	
09/03/2015	Finance/Audit	Approval of 2016 PFIC Budget		
Action That the Airport Board approves the Fiscal Year 2016 Budget for Dallas/Fort Worth International Airport Public Facility Improvement Corporation (PFIC).				
Description <ul style="list-style-type: none">• The PFIC manages on behalf of the Airport the Grand Hyatt Hotel, the Hyatt Place Hotel and the collection and disbursement of funds from the Successor Rental Car Facility Charge (SRCFC) and Customer Transportation Charge (CTC), both of which are collected by the rental car companies, from their customers, and remitted to the PFIC.• The SRCFC is used to pay debt service on the refunding bonds and provide capital improvements to the RAC facility. The CTC is used to pay for the operations and maintenance of the RAC buses.• Attached is the PFIC Budget for 2016. This Budget includes revenues and expenditures of the Grand Hyatt Hotel, the revenues and expenditures of the Hyatt Place Hotel (expected to open around January 1), the revenues and expenditures of SRCFC funds and revenues and expenditures of CTC funds.• The PFIC Board met on August 18, 2015 and approved the various components of the PFIC Budget.				
Justification <ul style="list-style-type: none">• This action complies with the Rules and Regulations of the PFIC.				
D/S/M/WBE Information <ul style="list-style-type: none">• N/A - Not subject to a goal per the Board's SBE Program due to the nature of the Board Action (Board policies and amendments).				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			\$0	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
M. Phemister 3-5447				\$0

Additional InformationAdditional Attachments: **Y****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Airport Board hereby approves the Fiscal Year 2016 Budget for Dallas/Fort Worth International Airport Public Facility Improvement Corporation (PFIC).

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:11 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 9:08 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:44 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head

Aug 19, 2015 9:35 am

Pending

Chief Executive Officer

Date

FY2016 PFIC Budget

	FY14 Actuals	FY15 Outlook	FY16 Budget
Cash Flow from Operations			
<u>Grand Hyatt</u>			
Revenues	\$35.0	\$37.3	\$38.8
Less			
Operating Expenses	(24.0)	(24.7)	(25.4)
Debt Service	(3.7)	(3.8)	(4.0)
Reserves (5% FFE, 2% capital)	(2.5)	(2.6)	(2.7)
Grand Hyatt Net Cash From Ops	\$4.9	\$6.2	\$6.7
<u>RAC</u>			
Revenues			
SRCFC	\$21.0	\$20.3	\$20.8
CTC	11.5	11.1	13.0
Less			
Operating Expenses	(11.1)	(12.1)	(12.6)
Debt Service	(14.3)	(14.3)	(14.3)
Reserves	.0	.0	.0
RAC Net Cash From Ops	\$7.2	\$5.0	\$6.9
<u>HYATT PLACE</u>			
Revenues	\$0.0	\$0.0	\$2.8
Less			
Operating Expenses	.0	.0	(2.0)
Debt Service	.0	.0	.0
Reserves (FF&E 5% of Rev)	.0	.0	(.1)
Hyatt Place Net Cash From Ops	\$0.0	\$0.0	\$0.7
PFIC Net Cash Flow from Ops	\$12.0	\$11.2	\$14.3
Capital Projects (Excludes Reserves)			
Grand Hyatt	.0	.0	.0
RAC	(.3)	(.9)	(6.2)
Hyatt Place		(11.0)	(10.0)
Total Capital Projects	(.3)	(11.9)	(16.2)

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #	
09/03/2015	Finance/Audit	P25 Radio System Replacement		
Action That the Chief Executive Officer or designee be authorized to execute Contract No. 7006084, for P25 Radio System Replacement Project, with E. F. Johnson Company, of Irving, Texas, in an amount not to exceed \$7,585,902.00, for the one-year term of the Contract.				
Description <ul style="list-style-type: none">Award a Contract for a P25 Phase II Radio System Replacement for the Airport's Information Technology Services Department. Justification <ul style="list-style-type: none">This Contract will replace DFW Airport's primary public safety and two-way radio system that has been in operation since 1990 (system is now at end-of-support).The new system will provide DFW International Airport with a multi-site APCO P-25 Phase II compliant 700/800MHz digital, 10-channel, trunked, simulcast radio system that is fully integrated into one complete system.The radio system will interface with the terminal buildings public safety distributed antenna system (DAS) located at Energy Plaza.The radio system also consists of interoperability components that give us the ability to talk to adjacent agencies (local, county, state and federal) for incident management.The P25 Phase II protocol utilizes technology to provide two "talk paths" for each radio frequency channel. Therefore, the new system will have double the capacity of the old radio system.The system will support over 1500 radios in the following departments: Department of Public Safety (Police, Fire, EMS), Parking Business Unit (Busing Operations), ITS, Customer Service, and Energy and Transportation Management.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's SBE Program, the SBE goal for this contract is 25%.E. F. Johnson Company has committed to achieving 25.02% SBE participation utilizing Breakthrough Communications, (WF-C), (10.65%), CST Corporation, (IM-C), (4.80%), The Wilkins Group, (BF-C), (0.86%), Continental Wireless, (WF-C), (0.86%), Link America, (HM-C), (7.85%).				
Schedule/Term <ul style="list-style-type: none">Start Date: October 2015Contract term: One year				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
7006084			NTE \$7,585,902.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Stephen Shaffer 3-5877	Joint Capital Acct 0102	26417-05		\$4,624,486
Sonji Killyon 3-5648				\$2,961,416

Additional Information

- Sixty five (65) Requests for Proposal were issued, including eighteen (18) to SBE firms.
- Three (3) Proposals, including none from SBE firms, were received on or before the due date of December 4, 2014:
 - ◆ E. F. Johnson Company, of Irving, Texas
 - ◆ Harris Corporation, RF Communications Division, of Lynchburg, Virginia
 - ◆ Motorola Solutions, of Farmers Branch, Texas
- The Evaluation Committee, consisting of representatives from the Airport's Department of Public Safety, Information Technology Services and Business Diversity and Development Departments, recommends that the Contract be awarded to E. F. Johnson Company, of Irving, Texas.
- A 10% contingency has been added for user radio quantity changes, accessories, design changes for center tower relocation, interface complications, Wi-Fi, Distributed Antenna System (DAS), telephone, interoperability interface and indoor location services development.
- Joint Capital Acct funding for system purchase.
- O&M 102 funding for ongoing maintenance, support, monitoring.

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. 7006084, for P25 Radio System Replacement Project, with E. F. Johnson Company, of Irving, Texas, in an amount not to exceed \$7,585,902.00, for the one-year term of the Contract.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 12:15 pm

Approved as to Funding by


Miyashita, Glenn
AVP Capital Planning
Finance
Aug 20, 2015 12:53 pm

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:20 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Information Technology Svcs
Aug 20, 2015 10:57 am

Pending

Chief Executive Officer

Date

Finance/Audit

Discussion

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
COMMITTEE DISCUSSION ITEM**

Meeting Date 09/03/2015	Subject Monthly Report	Committee Finance/Audit
Item For Discussion Report to the Airport Board all Contracts and Purchase Orders valued between \$25,000.00 and \$50,000.00 and Contract/Purchase Order Increases/Decreases valued between \$25,000.00 and \$50,000.00, for the month of July 2015.		
Description <ul style="list-style-type: none">• Attached is a list of all Contracts and Purchase Orders valued between \$25,000.00 and \$50,000.00 and Contract/Purchase Order Increases/Decreases valued between \$25,000.00 and \$50,000.00, which were approved by Board Staff under delegated authority during the month of July 2015.		

PURCHASE ORDERS BETWEEN \$25,000.00 AND \$50,000.00 (JULY 2015)

VENDOR/LOCATION	PO/ CONTRACT NO.	DESCRIPTION	DEPARTMENT	AMOUNT
Bieneck International, Inc. Fredericksburg, Virginia	270489	2016 Arabian Travel Market Booth	International Marketing	NTE \$28,433.00
		<ul style="list-style-type: none">Requisition No. 252552		Paid to Date: \$0.00
Buyer’s Barricades, Inc. ^{N1} Richland Hills, Texas	270471	Message Boards	Parking Business Unit	NTE \$27,184.00
		<ul style="list-style-type: none">Requisition No. 252400		Paid to Date: \$0.00
Cintel, LLC Peachtree City, Georgia	270682	Video Surveillance Advanced Mobility Kits	Public Safety	\$45,965.70
		<ul style="list-style-type: none">Requisition No. 252393		Paid to Date: \$0.00
TOTAL				\$101,582.70

Note:

1. DBE-Certified with NCTRCA/State of Texas HUB.

NON-PROFESSIONAL SERVICES CONTRACTS BETWEEN \$25,000.00 AND \$50,000.00 (JULY 2015)

VENDOR/LOCATION	PO/ CONTRACT NO.	DESCRIPTION	DEPARTMENT	AMOUNT
Grubbs Infiniti, LTD Euless, Texas	7006230	Vehicle Lease for the Director of Audit Services	Audit Services	\$27,871.67 Paid to Date: \$2,113.59
LifeSpeak USA, Inc. Toronto, Ontario, Canada	8005025	Online Video Training	Human Resources	NTE \$40,000.00 Paid to Date: \$40,000.00
TOTAL				\$67,871.67

PROFESSIONAL SERVICES CONTRACTS BETWEEN \$25,000.00 AND \$50,000.00 (July 2015)

VENDOR/LOCATION	PO/ CONTRACT NO.	DESCRIPTION	DEPARTMENT	AMOUNT
Arnold J. Grossman Dallas, Texas	8005019	Consulting Services: Strategic Aviation International	Air Service Development	NTE \$48,750.00 Paid to Date: \$0.00
DIIO, LLC Reston, Virginia	7006184	Aviation Data Subscription Services	Air Service Development	NTE \$36,000.00 Paid to Date: \$18,000.00
Farrow Gillespie & Health, LLP ^{NT} Dallas, Texas	8004980	Legal Services	Legal	NTE \$35,000.00 Paid to Date: \$25,107.50
Law Offices of Matthew Plache Wolfeboro, New Hampshire	8004979	Legal Services	Legal	NTE \$35,000.00 Paid to Date: \$4,480.00
Walker Parking Consulting Houston, Texas	8005027	Holistic Parking Strategy	Parking Business Unit	\$48,600.00 Paid to Date: \$0.00
TOTAL				\$203,350.00

Note:

1. WBE/SBE-Certified with Women's Business Council.

CONTRACT/PURCHASE ORDER INCREASES/DECREASES (\$25,000 OR GREATER)
(APPROVED BY BOARD STAFF UNDER THEIR DELEGATED AUTHORITY – JULY 2015)

VENDOR/LOCATION	PO/ CONTRACT NO.	DESCRIPTION	DEPARTMENT	CONTRACT DATA	
Everbridge, Inc. Glendale, California	7005559	Emergency Notification System	Operations	Contract Value:	\$91,552.00
				This Action:	\$29,900.00
				Revised Contract Value:	\$121,452.00
				Paid to Date:	\$91,552.00
Information Management Consultants, Inc. Reston, Virginia	8004940	Consulting Services: Records and Information Management	Information Technology Services	Contract Value:	\$76,447.20
				This Action:	\$45,519.20
				Revised Contract Value:	\$121,966.20
				Paid to Date:	\$75,804.46
Munck Carter, LLP Dallas, Texas	8004258	Legal Services: Intellectual Property Rights Matters	Legal	Contract Value:	\$100,000.00
				This Action:	\$48,750.00
				Revised Contract Value:	\$148,750.00
				Paid to Date:	\$108,116.14
OAG Worldwide, LLC (UBM) Chicago, Illinois	7004058	Flight Data Information License and Maintenance	Information Technology Services	Contract Value:	\$162,778.00
				This Action:	\$25,000.00
				Revised Contract Value:	\$187,778.00
				Paid to Date:	\$158,676.00
Polsinelli, PC Kansas City, Missouri	8004871	Legal Services: Retirement Plans	Legal	Contract Value:	\$100,000.00
				This Action:	\$48,750.00
				Revised Contract Value:	\$148,750.00
				Paid to Date:	\$56,934.53
Vanderlande Industries Marietta, Georgia	7005484	Baggage Handling/Passenger Boarding Bridges	Energy and Transportation Management	Contract Value:	\$12,079,003.74
				This Action:	\$46,771.97
				Revised Contract Value:	\$12,125,775.71
				Paid to Date:	\$8,512,414.58
TOTAL				\$244,691.17	

Concessions/Commercial Development

Consent

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date 09/03/2015	Committee Concessions/Commercial Development	Subject Change of Control of Leases	Resolution #
Action That the Chief Executive Officer or designee be authorized to change controlling interest in World Duty Free S.p.A, the indirect parent company of WDFG North America LLC to Dufry AG.			
Description <ul style="list-style-type: none"> Dufry AG has signed an agreement to acquire a 50.1% interest in World Duty Free, S.p.A, the parent corporation of the World Duty Free Group ("WDFG"). This transaction affects the following leases: 008136, 238810, 008355, 008354, 238824, 238646, 238888, 009369, 008553, 009776, 009777, and 009778. Justification <ul style="list-style-type: none"> Dufry is a leading global travel retailer presently operating around 1,700 duty-free and duty-paid shops in airports, cruise lines, seaports, railway stations and downtown tourist areas in 60 countries around the world. The premises will continue to be operated in the same manner as they are being currently operated, with the same CEO and President, and operational control will not change. None of the concept ownership information at the US-Airport level will change. None of the ACDBE partnerships will change. 			
D/S/M/WBE Information <ul style="list-style-type: none"> The ACDBE commitments are not impacted by this Board Action. 			
Contract #	Agreement #	Purchase Order #	Action Amount \$0 Revised Amount \$0
For Information contact Zenola Campbell 3-4830	Fund	Project #	External Funding Source Amount \$0

Additional InformationAdditional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to change controlling interest in World Duty Free S.p.A, the indirect parent company of WDFG North America LLC to Dufry AG.

Approved as to Form by

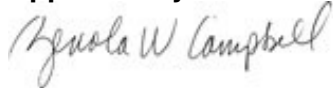

Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:05 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:44 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 19, 2015 10:46 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head

Aug 18, 2015 12:13 pm

Pending

Chief Executive Officer

Date

Concessions/Commercial Development

Action

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD

OFFICIAL BOARD ACTION/RESOLUTION

Date	Committee	Subject	Resolution #	
09/03/2015	Concessions/Commercial Development	Terminals B and D Concessions RFP Awards		
Action That the Chief Executive Officer or designee be authorized to execute leases with retail and food and beverage providers for Terminals B and D as recommended by the DFW Selection Committee.				
Description <ul style="list-style-type: none">As a result of this RFP award, DFW Airport will open four (4) concession locations; three (3) food and beverage locations and one (1) retail location. The food and beverage locations will be in Terminal D and the retail location will be in Terminal B.These openings will occur over the next year as existing locations expire.Please see attachment for further details.				
Justification <ul style="list-style-type: none">This action is based on the Concessions Policy, 2.1 Selection Criteria and the criteria within the Request for Proposal.This action supports the Board's Concession Policy to provide and improve the shopping, dining, and service experience at DFW International Airport.				
D/S/M/WBE Information <ul style="list-style-type: none">In accordance with the Board's ACDBE Program, the ACDBE goal for these packages is attached.A 30% MWBE participation goal was established for the design and construction for each concession location.				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			\$0	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
Zenola Campbell 3-4830				\$0

Additional InformationAdditional Attachments: **N****BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to execute leases with retail and food and beverage providers for Terminals B and D as recommended by the DFW Selection Committee.

Approved as to Form by

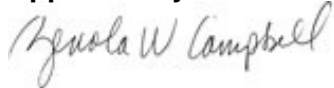

Rodriguez, Elaine
Legal Counsel
Aug 19, 2015 3:09 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 8:44 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 24, 2015 9:42 am

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head

Aug 18, 2015 2:13 pm

Pending

Chief Executive Officer

Date

**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date 09/03/2015	Committee Concessions/Commercial Development	Subject Ground lease agreement with Group 1 Realty, Inc. at Metro Place Circle, fronting on SH 114/121 for development of an automobile dealership	Resolution #
Action That the Chief Executive Officer or designee be authorized to execute a Lease Agreement with Group 1 Realty, Inc. ("Tenant") for approximately 9.42 acres of land to develop and operate an automobile dealership offering the sale of new and pre-owned vehicles and service, parts and maintenance.			
Description <ul style="list-style-type: none"> • Enter into a ground lease on approximately 9.42 acres for development and operation of an automobile dealership offering the sale of new and pre-owned vehicles and service, parts and maintenance at Metro Place Circle, fronting on SH 114/121 for a term of 40-years. • The Tenant will construct a single building facility to contain a total of approximately 60,173 square feet of space. • Execution of lease contemplated in the OBA is contingent on (i) finalizing lease terms, (ii) site plan approval by Board's Planning Department (iii) National Environmental Policy Act (NEPA) approval, (iv) airspace approval by Federal Aviation Administration (FAA), (v) TxDOT access permit approval on State Highway 114 and (vi) execution of a utility license agreement with the City of Grapevine or a utility right-of-way permit with TxDOT. 			
Justification <ul style="list-style-type: none"> • The development of this facility will generate initial rent revenue of approximately \$642,771 per year or \$53,564 per month. • Strategic Plan Benefits: <ul style="list-style-type: none"> ◆ Assists with development of land on DFW Airport in support of Board's Land Use Plan. ◆ Encourages business developments consistent with the Board's policies. ◆ Increases non-airline revenues and supports trade within the Dallas/Fort Worth region. 			
D/S/M/WBE Information <ul style="list-style-type: none"> • In accordance with the Board's ACDBE Program, no ACDBE goal was set for this agreement as it does not lend itself to ACDBE participation. • In accordance with the Board's MBE Program, an MBE goal of 20% was determined for the construction development of the property. 			
Schedule/Term The ground lease term will be for a 40 year period.			
Contract #	Agreement #	Purchase Order #	Action Amount \$0 Revised Amount \$0
For Information contact John Terrell 3-4655	Fund	Project #	External Funding Source Amount \$0

Additional Information

- Group 1 Realty, Inc.'s development site and the development site immediately to the east, which is intended to be leased to PPJ Land, LLC of approximately 8.02 acres for an automobile dealership (previously approved by Board Resolution # 2014-11-286), will share common water and sanitary sewer lines ("public infrastructure improvements"). Group 1 Realty, Inc. and PPJ Land, LLC also referred below as tenants, shall be responsible at their expense for the proportional share of design and construction of the utility lines traversing each particular site per legal description. The Board shall be responsible for the design and construction costs to extend the portion of the water line from Group 1's western boundary line, through the unleased site and connect it to the existing City of Grapevine (CoG) water line, which is located to the west of the Airport's property line at that location.
 - ◆ CoG is requiring over-sizing the water line from an 8" to a 12" line in keeping with their Utility Masterplan. CoG will reimburse for the additional cost to oversize the water line.
 - ◆ Board shall reimburse the tenant who will be constructing the improvements (the constructing tenant) upon rent commencement, through dollar for dollar rent credits and continuing until such costs are reimbursed in full. Reimbursement shall be applied on the unleased site's proportional cost for an 8" water line's design and construction through rent credits. In no event shall said reimbursement exceed \$170,000.
 - ◆ The non-constructing tenant will pay Board a one-time lump sum amount upon completion of the public infrastructure improvements, for their proportional share of the design and construction and Board shall immediately transfer that payment to the constructing tenant.
 - ◆ If the non-constructing tenant does not execute the lease, then Board shall reimburse the constructing tenant for the improvements upon rent commencement, through dollar for dollar rent credits and continuing until such costs are reimbursed in full. Reimbursement shall be applied on the unleased site's proportional share for the design and construction for the remaining public infrastructure improvements. In no event shall said reimbursement exceed \$382,375.
- Additionally, this public infrastructure improvements' cost will also make available an approximately 4.0 acre site, which will generate over \$300,000 in ground rent per year when leased. Initial ground rent is based on 10% per year of appraised value of land. Initial ground rent is approximately \$642,771 per year or \$53,564 per month. The ground rent will be increased every five years at a rate of 3% per year compounded annually for the first 20 years totaling 56% increase over this period of time. After 20 years, the lease premises will be appraised and ground rent re-established based upon 10% of the new appraised value. Ground rent will thereafter increase with the CPI (Consumer Price Index) after years 25, 30 and 35.
- Detailed Information Sheet: See attached

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 a Lease Agreement with Group 1 Realty, Inc. ("Tenant") for approximately 9.42 acres of land to develop and operate an automobile dealership offering the sale of new and pre-owned vehicles and service, parts and maintenance.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 12:14 pm

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 10:21 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:22 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Commercial Development
Aug 19, 2015 4:15 pm

Pending

Chief Executive Officer

Date

DETAIL INFORMATION SHEET(S)

Project Summary and Financial Returns

for

Group 1 Realty, Inc.

Group 1 Realty, Inc. a wholly owned subsidiary of Group 1 Automotive, Inc. is a Texas limited liability company licensed to do business in the state of Texas. Group 1 Realty, Inc. is interested in entering into a ground lease to develop and provide the on-going management of a prestigious Car Dealership at DFW International Airport. Group 1 Automotive, Inc. is the third largest dealership group in the United States and has more than 100 years of automotive retailing experience. It owns and operates 150 automobile dealerships (representing 34 brands) in the US, UK and Brazil. Group 1 Realty, Inc. plans to add an Audi franchise at this site location.

Group 1 Realty, Inc. requests to lease approximately 9.42 acres of land for the development of this new project. The tenant will construct a building that will contain approximately 60,173 square feet of space and the main access to the site will be off State Highway 114. Group 1 Realty, Inc. has submitted TxDOT's access permit for the proposed access drive from State Highway 114 and has received conceptual approval from TxDOT on the driveway access location.

DFW is the preferred site location for development of the facility due to its central location in the metroplex and its high visibility and convenient freeway access.

A ground lease with Group 1 Realty, Inc. supports the Strategic Imperatives by increasing non-airline revenues, and increasing the economic benefits that Dallas and Fort Worth receive from concurrent commercial development. This proposed development and use conforms to the Land Use Plan.

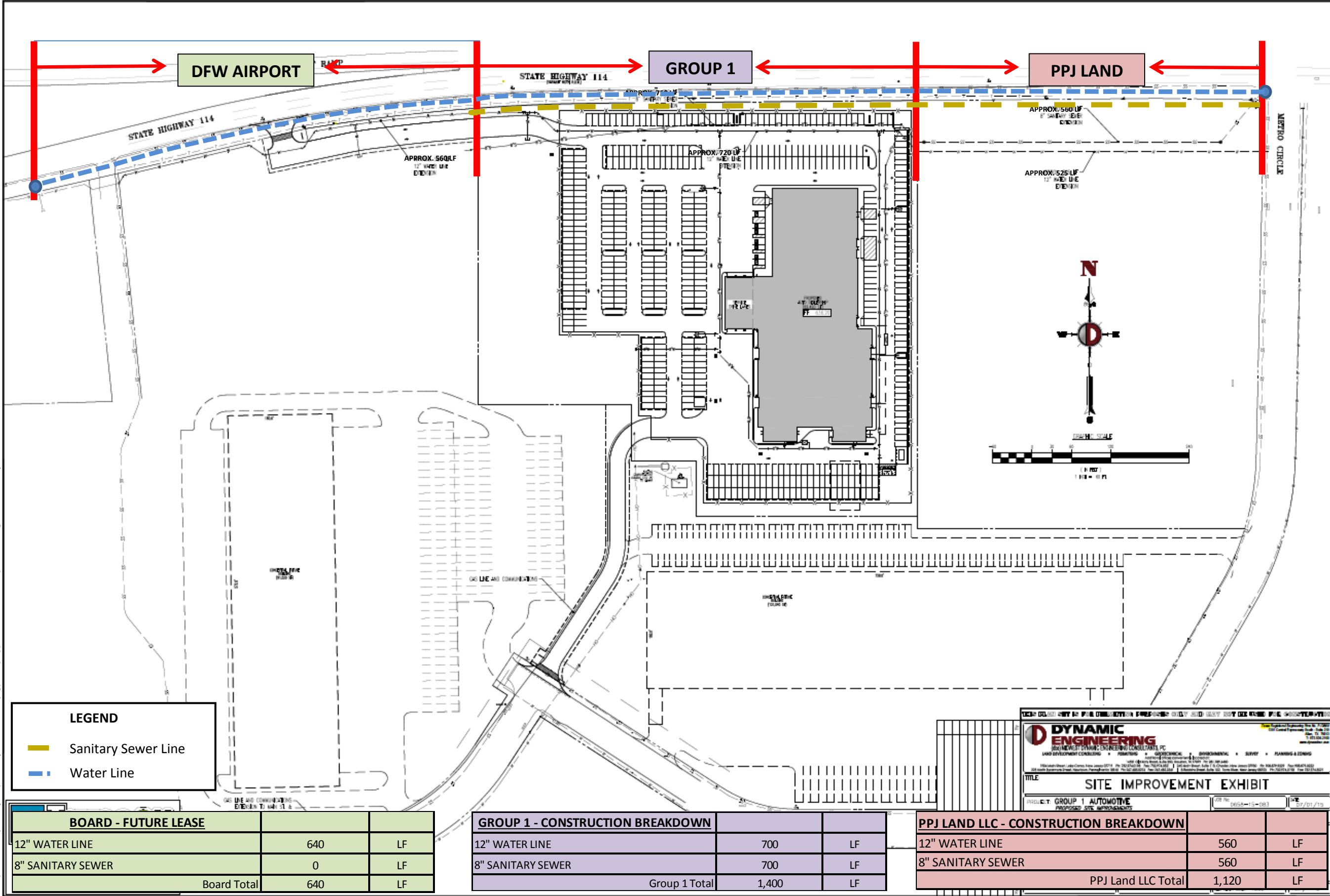
The estimated annual revenue is \$642,771 per year and the \$1.70 psf rental rate is increased every five years at a rate of 3% per year compounded annually for the first 20 years, totaling 56% increase over this period of time. After 20 years, the lease premises will be appraised and ground rent re-established based upon 10% of the new appraised value.

Group 1 Realty, Inc.'s development site and the development site immediately to the east, which is intended to be leased to PPJ Land LLC of approximately 8.02 acres for an automobile dealership (previously approved by Board Resolution # 2014-11-286), will share common water and sanitary sewer lines ("public infrastructure improvements"). Group 1 Realty, Inc. and PPJ Land, LLC also referred below as tenants, shall be responsible at their expense for their proportional share of design and construction of the lines traversing each particular site per the legal description. The Board shall be responsible for the design and construction cost to extend the portion of the water line from Group 1's most western boundary line, through the unleased site and connect it to the existing City of Grapevine's (CoG) water line, which is located on the most western side of the Airport's property line.

CoG is requiring oversizing the water line from an 8" to a 12" line to provide adequate capacities for areas outside of the subdivision. CoG will reimburse for the additional cost to oversize the water line. Board shall reimburse the tenant who will be constructing the improvements (the constructing tenant) upon rent commencement, through dollar for dollar rent credits and continuing until such costs are reimbursed in full. Reimbursement shall be applied on the unleased site's proportional cost for an 8" water line's design and construction through rent credits. In no event shall said reimbursement exceed \$170,000. The non-constructing tenant will pay Board a one-time lump sum upon completion of the public infrastructure improvements, for their proportionate share of the design and construction and Board shall immediately transfer the payment to the constructing tenant. If the non-constructing tenant does not execute a lease, then Board shall reimburse the constructing tenant for the improvements upon rent commencement, through dollar for dollar rent credits and continuing until such costs are reimbursed in full. Reimbursement shall be applied on the unleased site's proportional share of design and construction for the remaining public infrastructure improvements. In no event shall said reimbursement exceed \$382,375. In no event shall total reimbursement exceed a year's worth of rent.

Upon construction, the facility will become property of DFW Airport to be occupied by the tenant under the leasehold estate created by the lease. Upon expiration or termination of this 40 year lease, the possession and control of the facility will belong to DFW. At that time, the facility can then be available for DFW to refurbish, if necessary, and then lease thereby generating revenue in addition to ground rent. The cost to construct the new facility containing approximately 60,173 S.F. is approximately \$11.2 million.

PUBLIC INFRASTRUCTURE IMPROVEMENTS
EXHIBIT A



**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
OFFICIAL BOARD ACTION/RESOLUTION**

Date	Committee	Subject	Resolution #	
09/03/2015	Concessions/Commercial Development	Amendment to Existing Lease with Aero DFW, LP		
Action That the Chief Executive Officer or designee be authorized to execute an Amendment to an existing Lease with Aero DFW, LP, for a maintenance facility at 1625 West 19th Street for Board bussing vendors in an amount not to exceed \$2,981,045 over the nine year, eleven month term.				
Description <ul style="list-style-type: none">• The Board and Aero DFW, LP currently have a forty-year ground lease for a maintenance/warehouse facility that expires July 31, 2025. At that time, the building reverts to the Board.• Through Resolution No. 2004-11-390, the Board subleased the maintenance facility back from Aero DFW, LP, for a five-year term, as required for use by Board bussing vendors.• Resolution No. 2010-01-019 authorized an execution of the sublease for an additional five years and five months, ending September 5, 2015, for the same purpose.• This 23,440 square foot facility provides an on-Airport place for the employee shuttle maintenance operation and a vehicle washing facility/office space for the Terminal Link operations.• This resolution will allow the Terminal Link and employee shuttle contractors to continue to use the maintenance facility to service their buses.				
Justification <ul style="list-style-type: none">• The Board will continue to require the services of both Terminal Link and the employee shuttles for the term of this Amendment.• The new RFPs and contracts for these services will include terms requiring reimbursement of the facility rent of \$2,722,113 and providing building maintenance by the selected parking vendors.• The reimbursements will start in August/September 2016 when the new bussing contracts begin.				
D/S/M/WBE Information <ul style="list-style-type: none">• In accordance with the Board's historical M/WBE Program, no M/WBE goal was set for this Contract Extension due to the nature of work which does not lend itself to subcontracting opportunities.				
Schedule/Term <ul style="list-style-type: none">• The term is effective September 6, 2015, terminating July 31, 2025.				
Contract #	Agreement #	Purchase Order #	Action Amount	Revised Amount
			\$2,981,045.00	\$0
For Information contact	Fund	Project #	External Funding Source	Amount
John Terrell 3-4655	0102			\$2,981,045.00

Additional Information

- On August 1, 2007, the Board entered into a contract with ABM Industries, Inc., to provide Terminal Link service. This contract was for an initial three-year term with three, two-year options totaling nine years.
- On September 1, 2007, the Board entered into a contract with SP Plus, Inc., to provide employee shuttle service. This contract was for an initial three-year term with three, two-year options totaling nine years.

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 an Amendment to an existing Lease with Aero DFW, LP, for a maintenance facility at 1625 West 19th Street for Board bussing vendors in an amount not to exceed \$2,981,045 over the nine year, eleven month term.

Approved as to Form by


Rodriguez, Elaine
Legal Counsel
Aug 20, 2015 9:05 am

Approved as to Funding by


Underwood, Max
VP Finance
Finance
Aug 20, 2015 10:19 am

Approved as to M/WBE by


Lee, Tamela
VP Business Diversity & Dev
Business Diversity and
Development
Aug 20, 2015 1:22 pm

SIGNATURE REQUIRED FOR APPROVAL**Approved by**


Department Head
Commercial Development
Aug 19, 2015 4:18 pm

Pending

Chief Executive Officer

Date

Bus Maintenance Facility



Vicinity Map

