



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Meeting Agenda Airport Advisory Board

Wednesday, March 20, 2024

3:00 PM

Airport Terminal Meeting Room

SPECIAL CALLED

After determining that a quorum is present, the Airport Advisory Board of the City of Denton, Texas will convene in a Special Called Meeting on Wednesday, March 20, 2024, at 3:00 p.m. in the Meeting Room at the Denton Enterprise Airport Terminal Building, 5000 Airport Road, Denton, Texas, at which the following items will be considered:

1. PLEDGE OF ALLEGIANCE

- A. U.S. Flag
- B. Texas Flag

“Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

2. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

Citizens may complete one Request to Speak “Public Comment” card per night for the “Presentations from Members of the Public” portion of the meeting and submit it to the Airport Staff. Presentations from Members of the Public time is reserved for citizen comments regarding items not listed on the agenda. No official action can be taken on these items. Presentations from Members of the Public is limited to five speakers per meeting with each speaker allowed a maximum of three (3) minutes.

3. ITEMS FOR CONSIDERATION

- A. [AAB24-009](#) Consider approval of the minutes of February 14, 2024.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Draft Minutes - February 14, 2024](#)

- B. [AAB24-010](#) Receive a report, hold a discussion, and provide recommendation to City Council regarding the approval of an Airport Land Lease Agreement between the City of Denton, Texas and Roanoke Air and Auto, Inc covering property at 904 Aeronca Lane, Denton, Texas at the Denton Enterprise Airport; authorizing the City Manager to execute the Airport Lease Agreement; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Location Map](#)
[Exhibit 3 - Airport Land Lease Agreement](#)

- C. [AAB24-011](#) Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to accept on behalf of the City an offer from the Federal Aviation Administration (“FAA”), administered by the Texas Department of Transportation (“TxDOT”) relating to an

Infrastructure Investment and Jobs Act (“IIJA”) grant of \$709,779.60 for the Airport Master Plan with the City responsible for ten percent of total project costs; requiring the City to provide \$78,864.40 in contributory funds for the Airport Master Plan at the Denton Enterprise Airport with an estimated total project cost of \$788,644.00; and providing an effective date.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)
[Exhibit 2 - Airport Master Plan Scope and Project Cost](#)
[Exhibit 3 - Master Plan Schedule](#)
[Exhibit 4 - Designation of Sponsor](#)

- D. [AAB24-013](#) Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Coffman Associates, Inc., amending the contract approved by Purchasing on July 26, 2023, in the not-to-exceed amount of \$15,000.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional objectives within the Scope of Work for the Airport Master Plan; providing for the expenditure of funds therefor; and providing an effective date (File 8133 - providing for an additional second amendment expenditure amount not-to-exceed \$788,644.00, with the total contract amount not-to-exceed \$874,894.00).

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

- E. [AAB24-012](#) Staff Reports:
1. Monthly Operations Report - March 2024
2. Monthly Construction Report - March 2024
3. Airport Advisory Board-City Council Airport Related Items Matrix - March 2024

Attachments: [Monthly Operations Report - March 2024](#)
[Monthly Construction Report - March 2024](#)
[Airport Advisory Board-City Council Airport Related Items Matrix - March 2024](#)

4. CONCLUDING ITEMS

A. Under Section 551.042 of the Texas Open Meetings Act, respond to inquiries from the Airport Advisory Board or the public with specific factual information or recitation of policy, or accept a proposal to place the matter on the agenda for an upcoming meeting AND under Section 551.0415 of the Texas Open Meetings Act, provide reports about items of community interest regarding which no action will be taken, to include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; or an announcement involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

NOTE: The Airport Advisory Board reserves the right to adjourn into a Closed Meeting on any item on its Open Meeting agenda consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law.

Following the completion of the Regular Meeting, the Airport Advisory Board will convene in a Work Session at which the following items will be considered:

WORK SESSION

- A. [AAB24-008](#) Receive a report and hold a discussion regarding an update on the Airport Fund and Airport finances.

Attachments: [Exhibit 1 - Agenda Information Sheet](#)

CERTIFICATE

I certify that the above notice of meeting was posted on the official website (<https://tx-denton.civicplus.com/242/Public-Meetings-Agendas>) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on March 15, 2024, in advance of the 72-hour posting deadline, as applicable, and in accordance with Chapter 551 of the Texas Government Code.

OFFICE OF THE CITY SECRETARY

NOTE: THE CITY OF DENTON'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY WILL PROVIDE ACCOMMODATION, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED, IF REQUESTED AT LEAST 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE CITY SECRETARY'S OFFICE AT 940-349-8309 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD) BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATION CAN BE ARRANGED.



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
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Legislation Text

File #: AAB24-009, **Version:** 1

AGENDA CAPTION

Consider approval of the minutes of February 14, 2024.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Denton Enterprise Airport

ACM: Frank Dixon

DATE: March 20, 2024

SUBJECT

Consider approval of the minutes of February 14, 2024.

BACKGROUND

The draft minutes from the Airport Advisory Board meeting of February 14, 2024, are attached for the Board's consideration and approval.

EXHIBITS

1. Agenda Information Sheet
2. Draft Minutes – February 14, 2024

Respectfully submitted:
Leanne Alexander, A.C.E.
Airport Analyst

MINUTES
AIRPORT ADVISORY BOARD
February 14, 2024

After determining that a quorum was present, the Airport Advisory Board of the City of Denton, Texas convened in a Regular Meeting on Wednesday, February 14, 2024, at 3:01 p.m. in the Meeting Room at the Denton Enterprise Airport Terminal Building, 5000 Airport Road, Denton, Texas.

PRESENT: Chair Robert Tickner, Vice Chair Rick Woolfolk, Members Ed Ahrens, David Smith, Davis Bird and Ann Patterson.

ABSENT: None.

1. PLEDGE OF ALLEGIANCE

Members conducted the U.S. and Texas pledge of allegiance.

2. PRESENTATION FROM MEMBERS OF THE PUBLIC

Mike Sykes, 4850 Spartan Drive – Provided a US Aviation Academy business update.

3. ITEMS FOR CONSIDERATION

A. Consider approval of the minutes of December 6, 2023. (AAB24-001)

Vice Chair Woolfolk moved to approve the item as presented. Member Smith seconded the motion. Motion carried.

AYES (4): Chair Tickner, Vice Chair Woolfolk, Members Ahrens, Smith, Bird, and Patterson

NAYS (0): NONE

ABSENT (2): NONE

B. Election of Chair and Vice Chair. (AAB24-002)

Vice Chair Woolfolk and Member Smith nominated Chair Robert Tickner for Chair. Chair Tickner and Member Smith nominated Vice Chair Woolfolk for Vice Chair. Both nominations were accepted. With no other nominations forthcoming, the nomination process was closed.

AYES (4): Chair Tickner, Vice Chair Woolfolk, Members Ahrens, Smith, Bird, and Patterson

NAYS (0): NONE

ABSENT (2): NONE

C. Receive a report, hold a discussion, and give staff direction regarding the 2024 Airport Advisory Board meeting schedule. (AAB24-004)

The item was presented, and discussion followed.

Vice Chair Woolfolk moved to approve the item as presented. Member Patterson seconded the motion. Motion carried.

AYES (4): Chair Tickner, Vice Chair Woolfolk, Members Ahrens, Smith, Bird, and Patterson

NAYS (0): NONE

ABSENT (2): NONE

- D. Receive a report, hold a discussion, and provide recommendation to City Council regarding the approval of Assignment of Airport Lease from Hangar 10 Flying Museum to Sykes-Vaughan Investments, LLC covering property located at 1945 Matt Wright Lane, Denton, Texas at the Denton Enterprise Airport; amending the existing Airport lease; authorizing the City Manager to execute the Assignment of Airport and Consent Agreement; and providing an effective date. (AAB24-006)**

The item was presented, and discussion followed.

Vice Chair Woolfolk moved to approve the item as presented. Member Smith seconded the motion. Motion carried.

AYES (4): Chair Tickner, Vice Chair Woolfolk, Members Ahrens, Smith, Bird, and Patterson

NAYS (0): NONE

ABSENT (2): NONE

- E. Ratification of the Airport Business Permit for Legacy Airline, LLC to conduct Aircraft Charter services at the Denton Enterprise Airport. (AAB24-005)**

The item was presented, and discussion followed.

Member Ahrens moved to approve the item as presented. Vice Chair Woolfolk seconded the motion. Motion carried.

AYES (4): Chair Tickner, Vice Chair Woolfolk, Members Ahrens, Smith, Bird, and Patterson

NAYS (0): NONE

ABSENT (2): NONE

- F. Staff Reports: (AAB24-003)**

1. Monthly Operations Report – February 2024

2. Monthly Construction Report – February 2024

3. Airport Advisory Board-City Council Airport Related Items Matrix – February 2024

The items were presented, and discussion followed. There was no direction provided as the items were for presentation/discussion purposes only.

4. CONCLUDING ITEMS.

Vice Chair Woolfolk provided the Civil Air Patrol ("CAP") event dates for March 2024.

Chair Tickner and Vice Chair Woolfolk requested Sheltair provide an update regarding pavement repair.

The next scheduled Airport Advisory Board meeting is March 13, 2024, at 3:00 p.m. Staff informed the meeting would need to be moved to provide additional time for action items and to accommodate the Primary Reconstruction presenters. Members were told they would be polled for a Special Called meeting date.

With no further business, the meeting was adjourned at 3:52 p.m.

X

Bob Tickner
Chairman

X

Leanne Alexander
Recording Secretary

MINUTES APPROVED ON: _____



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Legislation Text

File #: AAB24-010, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and provide recommendation to City Council regarding the approval of an Airport Land Lease Agreement between the City of Denton, Texas and Roanoke Air and Auto, Inc covering property at 904 Aeronca Lane, Denton, Texas at the Denton Enterprise Airport; authorizing the City Manager to execute the Airport Lease Agreement; and providing an effective date.



City of Denton

City Hall
215 E. McKinney Street
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AGENDA INFORMATION SHEET

DEPARTMENT: Denton Enterprise Airport

ACM: Frank Dixon

DATE: March 20, 2024

SUBJECT

Receive a report, hold a discussion, and provide recommendation to City Council regarding the approval of an Airport Land Lease Agreement between the City of Denton, Texas and Roanoke Air and Auto, Inc covering property at 904 Aeronca Lane, Denton, Texas at the Denton Enterprise Airport; authorizing the City Manager to execute the Airport Lease Agreement; and providing an effective date.

BACKGROUND

Roanoke Air and Auto, Inc is a current lessee at Denton Enterprise Airport whose lease expired on Jan. 10, 2024. The original lease was approved on January 15, 1989, for a period of twenty-five years, with a lessee option to extend the term of the lease for two (2) additional five (5) year terms. On July 19, 2016, a first amendment was approved by the City Council, Ordinance No. 2016-198, granting the lessee a new, fair market value, 25-year land lease upon the January 10, 2024, expiration of its then-current lease. This guarantee of a new lease was granted in consideration for improvements to the leasehold conducted at the time of the amendment.

The original leasehold included .6171 acres or 26,880.88 square feet of leased land and two (2) buildings approximately 6650 square feet (main building) and 5200 square feet (hangar space) each. The lessee holds an Airport Business Permit for Hangar Leasing Services and subleases a portion of their leasehold to a flight school.

Under the new Airport Land Lease Agreement, Roanoke Air and Auto, Inc. will be adding an additional .8269 acres, or 36,019.76 square feet, of adjacent land for the construction of airside aircraft parking facilities, and landside automobile parking to address the current and future business parking needs.

This addition brings the land under the proposed lease agreement to 1.444 acres or 62,900.64 square feet of leased land and continues to include the two (2) buildings covered under the original leasehold.

STAFF RECOMMENDATION

Airport Staff recommend approval of the Airport Lease Agreement (**Exhibit 3**).

FISCAL INFORMATION

The lease for this 1.444-acre parcel will be for twenty-five (25) years beginning at a rate of \$0.38 per square foot annually (\$23,902.24). Beginning with the second anniversary of an approved lease, and every second year thereafter, the lease rate will be adjusted based upon any increase in the US Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI-U) as provided in the lease terms.

EXHIBITS


1. Agenda Information Sheet
2. Location Map
3. Airport Land Lease Agreement

Respectfully submitted:
Leanne Alexander, A.C.E
Airport Analyst

Location Map

904 Aeronca Lane

Legend

 Roanoke Air and Auto, Inc

1515

Mason Branch Rd

Roanoke Air and Auto, Inc

1515

Aeronca Ln

Google Earth

12

© 2024 Airbus



400 ft

AIRPORT LEASE AGREEMENT

between

CITY OF DENTON

and

ROANOKE AIR AND AUTO, INC.

dated as of

_____, 2024

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AIRPORT LEASE AGREEMENT

THIS AIRPORT LEASE AGREEMENT (this "Agreement") effective as of this _____ day of _____, 20__, by and between the CITY OF DENTON, TEXAS, a Texas home-rule municipal corporation ("City"), and Roanoke Air and Auto, Inc., a Texas Corporation (the "Lessee" and, together with City, the "Parties" and each a "Party").

RECITALS

WHEREAS, City is the owner and operator of the Denton Enterprise Airport in the City of Denton, Texas (the "Airport");

WHEREAS, City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, City owns that certain real property located within the Airport legally described on **Exhibit A** attached hereto and made part hereof which consists of 62,900.64 square feet or 1.444 acres (such real property, together with all rights, privileges, easements and appurtenances benefiting such real property and all Preexisting Improvements, as hereafter defined, are collectively referred to herein as the "Leased Premises");

WHEREAS, City desires to further develop the Leased Premises for exclusively aeronautical purposes, including but not limited to, parking facilities, beneficial to the City and the general public;

WHEREAS, Lessee is qualified, ready, willing and able to undertake such commercial development and/or use; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:


AGREEMENT


NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

ARTICLE I LEASE OF LEASED PREMISES; TERM

Section 1.1 Lease of Leased Premises.

A. City hereby leases to Lessee, and Lessee hereby rents from City for its exclusive use the Leased Premises, all herein described rights incident thereto, for and during the Lease Term and upon and subject to the terms, provisions and conditions herein set forth. All improvements existing in, on or under the Leased Premises as of the Commencement Date, as hereafter defined,

 CITY



shall be referred to herein as “Preexisting Improvements”. All improvements constructed by or on behalf of City from and after the Commencement Date, as hereafter defined, shall be referred to herein as “City Improvements”. The “Leased Premises” shall be deemed to include the Preexisting Improvements and the City Improvements, as hereafter defined. This Agreement supersedes any previous or current leases for the Leased Premises and any other such agreements shall be considered void and unenforceable.

Section 1.2 Lease Term. The term of this Agreement (the “Lease Term”) shall be for a period of twenty five (25) years commencing on _____, 2024 (the “Commencement Date”), and unless sooner terminated pursuant to the provisions of this Agreement, shall terminate on _____, 2049. No further extensions shall be granted by City.

Section 1.3 Holding Over; Rights at Expiration.


A. If Lessee retains all or any portion of the Leased Premises after the expiration or termination of the Lease Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to City as liquidated damages, and not as a penalty, 150 percent of the last monthly rental rate under this agreement for each month of holdover. All provisions of this Agreement shall remain in full force and effect during such holdover period.

B. Lessee further agrees that, upon the expiration or termination of the Lease Term, the Leased Premises will be delivered to City in as good a condition as when this Agreement began, reasonable wear and tear and matters covered by insurance excepted and the Improvements, as hereafter defined, will be delivered to City in as good a condition as when such Improvements were constructed, located, installed, placed or erected in, upon or under the Leased Premises, reasonable wear and tear and matters covered by insurance excepted.

C. Except as otherwise expressly set forth elsewhere herein, Lessee shall have no rights with respect to any improvements made to the Leased Premises during the Lease Term that are not otherwise required to be removed by City.

Section 1.4 Inspection of Leased Premises; Access to Books and Records. City, through its duly authorized agents, shall have at any reasonable time the full and unrestricted right to enter the Leased Premises and the Improvements, as hereafter defined, for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement; provided, however, that except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not interfere with Lessee’s construction or operations. Lessee agrees to provide any documents that may be requested by City to determine compliance with this Agreement within thirty (30) days of such request.

Section 1.5 Ownership of Leased Premises. City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of City during the entire term of this Agreement and thereafter.

 CITY



ARTICLE II

RENTAL; SECURITY DEPOSIT

Section 2.1 Rent.

A. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to City the following rental amounts (the “Rent”). The monthly rent shall be in the sum of \$ 0.38 per net square foot, as determined and provided in Exhibit A, said sum being stipulated herein as Twenty-Three Thousand, Nine Hundred and Two Dollars and Twenty-Four Cents (\$23,902.24) (sales tax included), payable in twelve equal monthly installments of One Thousand, Nine Hundred and Ninety-One Dollars and Eighty-Five Cents (\$1,991.85). Prior to the Commencement Date, Lessee shall deposit with City, a sum equal to the first and last months’ Rent. All subsequent rental payment will be due in advance on the first of each calendar month thereafter. City will mail a courtesy statement on or about the first of each month. Failure to receive the statement in a timely manner does not absolve Lessee from making rental payment on the first of each month.

B. The Rent for the Leased Premises shall be readjusted at the end of each two (2) year period during the Lease Term, starting on the Commencement Date month and every two (2) years thereafter, on the basis of the proportion that the then current United States Consumer Price Index for all urban consumers (“CPI-U”) for the Dallas-Fort Worth Bureau of Labor Statistics (1982-84 = 100) bears to that of the commencement month.

Section 2.2 Late Charge. There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.


Section 2.3 Time and Place of Payments. The Rent, as well as all other charges hereunder, shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the Lease Term at City’s offices of the Customer Service Department of the City of Denton 601 E. Hickory St., Denton, Texas, unless otherwise designated in writing by the City.


Section 2.4 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Lessee hereunder shall not be paid by Lessee on the due date thereof, Lessee shall pay to City as additional Rent, an interest charge of five percent (5%), or the maximum percentage allowed by law, whichever is greater, of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

ARTICLE III

OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES

Section 3.1 Condition of Leased Premises. Lessee accepts the Leased Premises in their present “as is” condition. Lessee releases City and holds City and City’s officers, directors, elected

 CITY




and appointed officials, employees, and agents harmless for any claims arising out of or related to any condition of the Leased Premises.

Construction and Ownership of Improvements.

A. The Parties agree that this Agreement is entered into specifically with the understanding that Lessee will build, construct, complete, and furnish a parking facility at its own expense in accordance to Plans and Specifications, as defined in Section 5.1. Any other buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements that Lessee contemplates constructing will need to be approved by Lessor according to the then current procedures and City must be notified of any such plans through updated capital improvement plans. Any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements to be located or constructed on the Leased Property by Lessee during the Lease Term in accordance with the Plans and Specifications shall be known as "Improvements". "Improvements" shall not include any Preexisting Improvements or City Improvements. Lessee agrees to commence construction of the Improvements within [180] days after the Commencement Date and to complete the construction of the Improvements in accordance with all governmental requirements and the Plans and Specifications. Lessee shall not construct, locate, install, place or erect any improvements, other than the Improvements, at, upon or under the Leased Premises or elsewhere at the Airport without the express prior written consent of City.

B. Lessee will own the Improvements during the Lease Term only. Effective upon the expiration or termination of this Agreement, the Improvements shall become the property of City, without the payment by City of any compensation or other consideration for any Improvements, and title to the Improvements shall merge with the title of, or be otherwise considered and deemed a part of, the real property of City, free and clear of any claim of Lessee and any persons or entities claiming under or through Lessee including, without limitation, the trustee, beneficiary or holder of any mortgage or deed of trust. Any other personal property of Lessee that can be removed by Lessee without material damage to the Leased Premises or to the Improvements may remain the personal property of Lessee and may be removed by Lessee at any time on or before the end of the Lease Term. Lessee shall, in removing any such personal property, repair all damage to the Leased Premises and Improvements caused by such removal.

Access. City agrees that if Lessee is not in breach of this Agreement, Lessee and Lessee's employees, officers, directors, sublessees (that are approved by City pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Lessee's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by City, for the purposes for which they were designed, and as permitted by applicable Laws and Regulations as defined in Section 3.4) on a non-exclusive basis and to the extent reasonably necessary for Lessee's use, occupancy, and operations at the Leased Premises. Lessee agrees to comply with the [*required driver training program, if applicable*] ("Driver Training Program"). Lessee further agrees to ensure that Lessee's Associates shall comply with the Driver Training Program. During special events at the Airport, Lessee acknowledges that the standard operation procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by City. City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises. Lessee's failure to comply with

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the altered procedure is a default of this Agreement, and City may proceed to terminate this Agreement.


Section 3.2 Use of Leased Premises and Compliance with all Laws and Regulations. Lessee agrees that it shall use the Leased Premises and the Improvements only for aeronautical purposes and Lessee and Lessee's Associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Lessee's business and Lessee's construction of the Improvements, including those pertaining to the construction of buildings on public property, and Lessee's use, occupancy, or operations at the Leased Premises, the Improvements or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, the Airport Rules and Regulations, Minimum Operating Standards, master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Lessee shall provide all required notices under the Laws and Regulations. Upon a written request by City, Lessee will verify, within a reasonable time frame, compliance with any Laws and Regulations. Further, in its use of the Leased Premises and the Improvements, Lessee shall comply with the following:


A. **Address.** Lessee shall file with the Airport Director and keep current its mailing addresses, telephone numbers, and contacts where it can be reached in an emergency.

B. **List of Sublessee and Aircraft.** At least quarterly, Lessee shall file with the Airport Director and keep current a list of its sublessees and a list of all aircraft hangered or tied down on the Leased Premises within the previous four (4) month period.

Section 3.3 No Unauthorized Use. Lessee and Lessee's Associates shall use the Leased Premises, the Improvements and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by City; any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by City in its sole discretion); and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise.

Section 3.4 Permits and Licenses. Lessee shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Lessee's construction of Improvements and the use, occupancy, or operations at the Leased Premises, the Improvements or the Airport. Those permits and licenses include, but are not limited to, (i) all

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contractors doing work on the Leased Premises, including work on or for the Improvements, must be licensed by the State of Texas, (ii) prior to commencing construction of any Improvements, a permit must be obtained from the City of Denton and a copy of the permit must be furnished to the Airport Manager, and (iii) if applicable, clearance must be obtained from the responsible health department or other agency. In the event that Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.


Section 3.5 Payment of Taxes. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the Leased Premises, the Improvements or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements). Lessee shall be responsible for any and all taxes generated by the Denton County Tax Assessor / Collector.


Section 3.6 No Liens. No liens may be placed upon the Leased Premises. Within thirty (30) days, Lessee shall pay all lawful claims made against City and discharge all liens filed or which exist against the Leased Premises or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Lessee its contractors, subcontractors, or materialmen. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Lessee or City. City shall give timely notice to Lessee of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises or the Improvements, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary). Furthermore, when completed, the Improvements on the Leased Premises shall be free from all construction liens.

Section 3.7 Compliance with 2252.909 of Texas Government Code.

A. In connection with Lessee's construction, alteration or repair of the Improvements or any other construction on the Leased Property, Lessee shall require their contractor to:

- (i) execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code; and
- (ii) execute a performance bond in an amount equal to the amount of the contract for the protection of the City and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents.

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B. Lessee shall provide lessor with a notice of commencement of construction no later than ninety (90) days prior to the commencement of construction, alteration, or repair of any improvement to the Leased Property ("Notice of Commencement"), which will materially conform with the requirements under Texas Local Government Code 2252.909.

C. Notice of Commencement must:

- (i) identify the public property where the work will be performed;
- (ii) described the work to be performed;
- (iii) state the total cost of the work to be performed;
- (iv) include copies of the performance and payment bonds required; and
- (v) include a written acknowledgment signed by the contractor stating that copies of the required performance payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations by City. City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of City.


Section 4.2 Representations by Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.


ARTICLE V

OBLIGATIONS OF LESSEE

Section 5.1 Plans and Specifications. With respect to any Improvements, Lessee shall select qualified architects and engineers to prepare, prior to construction or on a phased basis during construction, the architectural, site, structural, mechanical, and/or electrical drawings and specifications for the Improvements in the form and content required by the appropriate local planning and zoning authorities and pursuant to all applicable Laws and Regulations and this Agreement, which shall be approved in writing by City (collectively, the "Plans and Specifications").

Section 5.2 Operations and Maintenance. Lessee shall maintain the Leased Premises and all Improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse, debris, or of anything

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that is unsightly, which creates a fire hazard, nuisance, or causes inconvenience to adjoining properties. Lessee shall at its own expense create, execute, and maintain a comprehensive landscaping and irrigation plan for the Leased Premises in accordance with relevant local landscaping codes. Lessee shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law (“Hazardous Materials”) shall be governed by Section 5.8. In addition, Lessee agrees to comply with all applicable provisions of City’s Texas Pollutant Discharge Elimination Multi-Sector General Permit.

Section 5.3 Utilities. Lessor represents that there are water, sewer, and 3-phase electrical lines accessible within the general vicinity of the Leased Premises. Lessee shall be responsible, at Lessee’s sole cost and expense, for obtaining all utility connections at or for the Leased Premises and the Improvements. Further, Lessee shall pay for telecommunications, television, internet, gas, light bulbs, electricity, water, sewer, and garbage and trash removal services provided to or used by Lessee and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by their use of the Leased Premises. Any repairs of the utility lines, other than those which are the responsibility of the utility service, are the responsibility of Lessee. If utilities are billed to a common meter, Lessee shall pay to City the pro-rated amount based on square footage leased.

Section 5.4 Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises or the Improvements unless otherwise agreed to in writing by City.

Section 5.5 Security. Lessee is responsible to comply (at Lessee’s sole cost) with all security measures that City, the United States Transportation Security Administration, the United States Department of Homeland Security (“Homeland Security”), the United States Federal Aviation Administration (“FAA”), or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Lessee’s access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee’s Associates. Lessee agrees that Airport access credentials are the property of City and may be suspended or revoked by City for security-related reasons in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Manager any lost credentials or credentials that Lessee removes from any employee or any of Lessee’s Associates. Lessee shall protect and preserve security at the Airport. Lessee acknowledges that FAA, Homeland Security, or a subdivision of either may enact laws or regulations regarding security at general aviation airports such that City may not be able to comply fully with its obligations under this Agreement, and Lessee agrees that City will not be liable for any damages to Lessee or Lessee’s personal property that may result from said noncompliance.

Section 5.6 Obstruction Lights. Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises, including the Improvements, if required

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by City or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by City or FAA.


Section 5.7 Hazardous Materials.


A. No Violation of Environmental Laws. Lessee shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Leased Premises or the Airport by Lessee or Lessee's Associates in violation of applicable Environmental Laws. Lessee is responsible for any such violation as provided by Section 7.1.

B. Response to Violations. Lessee agrees that in the event of a release or threat of release of any Hazardous Material by Lessee or Lessee's Associates at the Airport, Lessee shall provide City with prompt notice of the same. Lessee shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Lessee conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Lessee is complying with applicable Environmental Laws. City may conduct the same at Lessee's expense if Lessee fails to respond in a reasonable manner. Lessee shall cease any or all of Lessee's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Lessee or Lessee's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Lessee, at Lessee's sole expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide City copies of all documents pertaining to any environmental concern that are not subject to Lessee's attorney-client privilege.

C. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement or any change in possession of the Leased Premises authorized by City, Lessee shall demonstrate to City's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. If the site is contaminated during Lessee's possession, Lessee shall bear all costs and responsibility for the required clean up, and shall hold City, its officers, elected and appointed officials, employees, and agents harmless therefrom. Notwithstanding anything to the contrary, the obligations of this Section 5.8 shall survive any termination of this Agreement.

Section 5.8 Trash, Garbage, and Other Refuse. Lessee shall pick up and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport through the City or any other licensed refuse hauler. Lessee is responsible for contacting the Master Refuse Hauler and arranging for disposal and payment of such services. Lessee shall

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provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Lessee agrees to purchase general liability insurance in the amount of \$1,000,000 combined single limit to cover Lessee's operations as described in Section 3.4. Insurance coverage shall include City as additional named insured, providing fifteen (15) days' notice of cancellation. Lessee shall submit Certificate of Insurance to City within ten (10) working days after the effective date of this Agreement, and yearly thereafter.

Section 6.2 Lessee's Indemnification and Duty to Pay Damages.

A. **LESSEE SHALL HOLD CITY AND CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS EXEMPT AND HARMLESS, TO THE EXTENT ALLOWED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS (INCLUDING AGENTS OR EMPLOYEES OF CITY, LESSEE, OR SUBLESSEE) BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY RESULTING FROM LESSEE'S OPERATIONS, OR ANYTHING DONE OR OMITTED BY LESSEE UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES MAY BE ATTRIBUTED TO THE INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS AGENTS, OR EMPLOYEES.**

B. City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.


C. Lessee agrees to pay for all damages to the Leased Premises, the Improvements, its apparatus, or appurtenances caused by Lessee's misuse or neglect thereof.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in, on and around the Leased Premises.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1 Lessee's Default. The occurrence of any of the following events shall constitute a default by Lessee under this Agreement unless cured within thirty (30) days following written notice of such violation from City: (i) Lessee fails to timely pay any Rent; (ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Premises); (iii) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises

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(except as expressly permitted in this Agreement); (iv) Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Lessee defaults in constructing any Improvements that are required to be constructed under this Agreement; or (vii) Lessee dissolves or dies.

Section 7.2 Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Lessee to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, City shall have the option to:

A. Terminate this Agreement, take possession of the Improvements, resume possession of the Leased Premises for its own account, and recover immediately from Lessee the differences between the Rent and the fair rental value of the property for the term, reduced to present worth, or

B. Terminate this Agreement, take possession of the Improvements, resume possession of the Leased Premises, re-lease the Leased Premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of Rent comes due under this Agreement as City may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, City shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.


Section 7.4 Remedies for Breach of Agreement. If Lessee shall fail to perform or breach any provision of this Agreement other than the agreement of Lessee to pay Rent, City shall provide written notice to Lessee specifying the performance required. Thirty (30) days after such notice is provided under this Section 7.4, City may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement. Should litigation be filed by City and it is the prevailing party in that litigation, Lessee shall be liable for all expenses related to such litigation, including City's attorney's fees.


Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Lessee.

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A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same, in City's sole discretion. As a condition of obtaining such consent, the City reserves the right to require the transferee receiving any such rights from Lessee to execute a new lease agreement provided by City. Regardless of City's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

B. Upon the expiration or termination of this Agreement, Lessee hereby assigns, transfers, and conveys to City, without warranty, the following:

(a) The right to the use of the Plans and Specifications to the extent owned by Lessee;

(b) Any copyright interests in the Plans and Specifications held by Lessee; and


(c) The right to enforce, in Lessee's own name as a proper party, (i) any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises or Improvements and any warranties arising under any of them or in connection with the performance thereof, as the case may be.


Section 8.2 Assignment by City. City shall have the right, in City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegated its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 8.3 Encumbrances. Lessee shall not encumber or permit the encumbrance of any real property at the Airport. Except for a Leasehold Mortgage as defined in Section 8.5, Lessee shall not encumber or permit the encumbrance of any of Lessee's rights under this Agreement without City's prior written consent, in City's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 8.3 is void.

Section 8.4 Leasehold Mortgage. Absent the prior written consent of City, Lessee shall not have the right to mortgage or collaterally assign its interest in this Agreement, the Leased Premises or the Improvements to a bank or other similar institutional lender.

Section 8.5 Leasehold Mortgage - Non-Exhaustive List of Preconditions. Notwithstanding the above Section 8.4, Lessee may mortgage or collaterally assign its interest in this Agreement to a commercial bank (a "Lender") solely in order to secure financing for the construction of the Improvements, provided that any such leasehold mortgage or collateral assignment shall be subject, subordinate, and inferior at all times to the rights of City hereunder and subject to the prior written consent of the City (a "Leasehold Mortgage"). In connection with a Leasehold Mortgage or City's written consent to any other encumbrance, at a minimum, City shall require the following:

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- i. Lender shall certify in writing to City that it has reviewed this Agreement and accepts the provisions of this Agreement, including but not limited to the provisions of this Section 8.5, and that no loan requirements conflict with or materially erode any provisions of this Agreement.
- ii. Lender agrees that City must approve any encumbrance proposed to be placed upon the Improvements or this Agreement and that in no event shall any encumbrance be placed upon the Leased Premises.
- iii. Lender agrees that City may, in its sole discretion, require the inclusion of certain provisions in lending documents that are defined to protect City and/or comply with federal law, rules, or regulations.
- iv. Lender agrees that its security interest in the Improvements, the Leasehold Mortgage, the related loan agreement, and this Agreement is subordinate to the provisions of any existing or future agreements between City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City of federal funds for the development of the Airport ("Grant Assurances") and that Lender further agrees that in the event that the Leasehold Mortgage, the related loan agreement, or anything in this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, City has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.
- v. Lender agrees to maintain current contact information with City and provide City with concurrent copies of any notices or communications regarding a default under the loan agreement or Leasehold Mortgage.
- vi. Lender agrees that in the event of a default under the loan agreement or Leasehold Mortgage, Lender shall promptly inform the City of such default.
- vii. Lender and Lessee agree that any event of a default under the loan agreement or Leasehold Mortgage shall be a default of this Agreement.
- viii. Lender agrees that upon any default under the loan agreement or Leasehold Mortgage, City shall have a lien with first priority on all Lessee-owned property at the Leased Premises.
- ix. Lender agrees that, in the event that Lender takes actual or de facto control of the Improvements and/or Lessee's interests in this Agreement, it shall immediately notify the City of that event ("Lender Control"), Lender will have no more than 180 days to obtain a replacement tenant that is acceptable to the City, in City's sole discretion. In the event that more than 180 days elapses after the beginning of Lender Control, the Lender's security, mortgage, and all other interests in the Improvements, this Agreement or anything else related to the Leased Premises terminates.

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- x. Lender agrees that any use by Lender, assignee, or any other party, will be limited to those uses that have been authorized by City (namely, the hanging of aircraft) and that in no event shall the Improvements be used for a non-aeronautical purpose.
- xi. The Leasehold Mortgage and any other encumbrances shall terminate prior to the expiration or termination of this Agreement and Lender agrees to promptly remove such encumbrance upon the earlier of (1) such termination of the Leasehold Mortgage or other encumbrance, or (2) the date when the obligation that the Leasehold Mortgage or other encumbrance secures has been satisfied.
- xii. **Lender agrees to hold City, its officers, elected and appointed officials, employees, and agents harmless for all claims arising after the date that Lessee was in default under its loan agreement(s) with the Lender.**
- xiii. **Lessee agrees to release and hold City, its officers, elected and appointed officials, employees, and agents harmless for all claims related to City's consent, non-consent, or any other act or omission related to encumbering the Improvements and/or this Agreement.**
- xiv. City shall have no obligation to provide any notices to Lender and City shall have no liability of any kind to Lender or other lienholder.

ARTICLE IX

MISCELLANEOUS PROVISIONS


Section 9.1 Waiver of Exemption. Any constitutional or statutory exemption of Lessee of any property usually kept on the Leased Premises, from distress or forced sale, is waived.


Section 9.2 Addresses. All notices given under this Agreement to City shall be sent to the Airport Manager at 5000 Airport Road, Denton, Texas 76207, with a copy to the City Attorney at 215 E. McKinney, Denton, Texas 76201, or such other place as City shall specify in writing. All notices given under this Agreement to Lessee shall be sent to:

Roanoke Air and Auto, Inc
ATTN: David K. White
357 Dove Creek Road
Argyle, TX 76226

All notices given under this Agreement to the Mortgagee shall be sent to the address provided by Mortgagee to City. Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

Section 9.3 No Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any

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preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 9.4 Lessee's Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of City or City's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 9.5 Additional Charges as Rent. Any charges against Lessee by City for services or for work done on the Leased Premises or the Improvements by order of Lessee or otherwise accruing under this Agreement shall be considered as Rent due.


Section 9.6 Subordination to Grant Assurances. This Agreement shall be subordinate to the Grant Assurances. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.


Section 9.7 Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors, and assigns that Lessee will not conduct operations in or on the Leased Premises or the Improvements in a manner that in the reasonable judgment of City, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) is in contradiction to any rule, regulation, directive, or similar restriction issued by agencies having jurisdiction over the Airport including FAA, Homeland Security, Transportation Security Administration and Customs and Border Patrol, or (vii) would involve any illegal purposes. In the event this covenant is breached, City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and the Improvements and cause the abatement of such interference at the expense of Lessee. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 9.8 Emergency Closures. During time of war or national emergency, City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the Government, will be suspended.

Section 9.9 Interpretation.

A. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

 CITY



B. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement. The term “including” shall not be construed in a limiting nature, but shall be construed to mean “including, without limitation.”

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.


E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

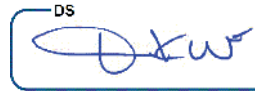
Section 9.10 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A “force majeure event” is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law. Lessee hereby releases City and City’s officers, elected and appointed officials, employees, and agents from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage, or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the Lease Term, including, but not limited to, loss, damage, or injury to the aircraft or other personal property of Lessee that may be located or stored in, on or under the Leased Premises or the Improvements due to a force majeure event.

Section 9.11 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Texas. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for Denton County, Texas.

Section 9.12 Amendments and Waivers. No amendment to this Agreement shall be binding on City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 9.13 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of

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this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 9.14 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.


Section 9.15 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.


Section 9.16 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 9.17 Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section 9.17.

A. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Lessee, with regard to the work performed by it or use of the Leased Premises and the Improvements during the Lease Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Contracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.


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4. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.
6. **Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Section 9.17(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to

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discrimination, and (3) that Lessee will use the Leased Premises and the Improvements in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987 (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- ix. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

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nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;


- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).


E. Lessee and its transferee agree to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Lessee or its sublessee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (i) the period during which the property is used by the City or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

F. In the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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I. Lessee agrees that it shall insert the above eight provisions (Section 9.17(A) through Section 9.17(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises or at the Improvements, herein leased or owned, as applicable.

J. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

K. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by the Grant Assurances, and City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Grant Assurance 23)

L. City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. (FAA Order 5190.6B)


M. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. (FAA Order 5190.6B)


N. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between City and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B)

O. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B)

P. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Grant Assurance 22(f))

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of _____, 2024.

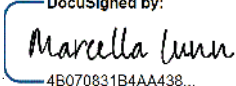
CITY OF DENTON, TEXAS, LESSOR

By: _____
Sara Hensley, City Manager


ATTEST:
Jesus Salazar, City Secretary

By: _____

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

By:  _____
4B070831B4AA438...

ROANOKE AIR AND AUTO, INC., LESSEE

By:  _____
DE2CCA16F3A2453...
DAVID K. WHITE, PRESIDENT

LEGAL DESCRIPTION
904 Aeronca Lane Lease Tract

BEING a 1.444 acre tract of land situated in the Thomas Toby Survey, Abstract No. 1285, City of Denton, Denton County, Texas, and being a part of that certain 74.94 acre tract of land described in a Deed to the City of Denton, as recorded in Volume 304, Page 503 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "TNP" found for an angle point in the East line of the above cited 74.94 acre tract and the West line of a called 6.351 acre tract of land described as Tract 2 in a Deed to US Trinity Holdings LLC, as recorded in Document No. 2020-79711 of the Official Records of Denton County, Texas, and being in the East line of Masch Branch Road, from which a 5/8 inch iron rod with cap stamped "TNP" found for the Southwest corner of said 6.351 acre tract bears South 02°41'11" East a distance of 358.40 feet;

THENCE North 23°09'04" West along the East line of said Masch Branch Road, the East line of said 74.94 acre tract and the West line of said 6.351 acre tract, passing a 1/2 inch iron rod found for the Northwest corner of said 6.351 acre tract and the most Westerly Southwest corner of that certain 41.629 acre tract of land described in a Deed to the City of Denton, as recorded in Volume 516, Page 648 of the Deed Records of Denton County, Texas, at a distance of 100.76 feet, and continuing along the East line of said 74.94 acre tract and the West line of said 41.629 acre tract for a total distance of 1013.16 feet to a 5/8 inch iron rod with cap stamped "Gerry Curtis RPLS 1640" found for the Northwest corner of said 41.629 acre tract and the Southwest corner of that certain tract of land described as Section 3, Tract Five in a Deed to Rayzor Investments, Ltd., as recorded in Volume 1796, Page 601 of the Deed Records of Denton County, Texas;

THENCE North 23°08'00" West continuing along the East line of said Masch Branch Road, the East line of said 74.94 acre tract, and the West line of said Rayzor Investments tract, for a distance of 214.74 feet to a point;

THENCE North 89°46'45" West departing the East line of said Masch Branch Road, the East line of said 74.94 acre tract, and the West line of said Rayzor Investments tract, for a distance of 169.42 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the **POINT OF BEGINNING** for the herein described tract, said point being the Southeast corner of a called 0.6171 acre lease tract described in Ordinance 89-006, from which a 1/2 inch capped iron rod found for reference bears South 08°17'47" West a distance of 652.81 feet;

THENCE North 89°46'45" West along the South line of said 0.6171 acre tract, passing 1/2 inch iron rod found for the Southwest corner of same at a distance of 188.24 feet, and continuing for a total distance of 334.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

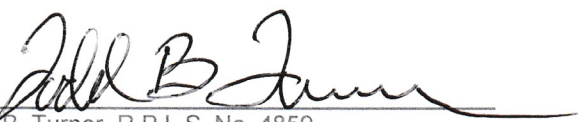
THENCE North 00°13'15" East a distance of 220.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

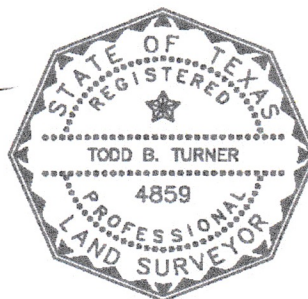
THENCE South 89°46'45" East a distance of 219.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 45°04'16" East a distance of 49.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 23°02'46" East a distance of 201.45 feet to the **POINT OF BEGINNING**, and containing 1.444 acres of land, more or less.

NOTE: Bearings are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) EPOCH 2010) as derived locally from Allterra Central's continuously operating reference stations via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values utilizing a surface adjustment factor of 1.000149593 to scale from grid to surface.


Todd B. Turner, R.P.L.S. No. 4859
Teague Nall & Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940-383-4177
Date: December 11, 2023





City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: AAB24-011, Version: 1

AGENDA CAPTION

Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to accept on behalf of the City an offer from the Federal Aviation Administration ("FAA"), administered by the Texas Department of Transportation ("TxDOT") relating to an Infrastructure Investment and Jobs Act ("IIJA") grant of \$709,779.60 for the Airport Master Plan with the City responsible for ten percent of total project costs; requiring the City to provide \$78,864.40 in contributory funds for the Airport Master Plan at the Denton Enterprise Airport with an estimated total project cost of \$788,644.00; and providing an effective date.



City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Denton Enterprise Airport

ACM: Frank Dixon

DATE: March 20, 2024

SUBJECT

Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to accept on behalf of the City an offer from the Federal Aviation Administration (“FAA”), administered by the Texas Department of Transportation (“TxDOT”) relating to an Infrastructure Investment and Jobs Act (“IIJA”) grant of \$709,779.60 for the Airport Master Plan with the City responsible for ten percent of total project costs; requiring the City to provide \$78,864.40 in contributory funds for the Airport Master Plan at the Denton Enterprise Airport with an estimated total project cost of \$788,644.00; and providing an effective date.

INFORMATION/BACKGROUND

Denton Enterprise Airport has been issued a grant by the FAA as part of the Infrastructure Investment and Jobs Act of 2021 (IIJA), also known as the Bipartisan Infrastructure Law. Texas, as part of a block state program, issues the grants through TxDOT. The grant funds were approved by the FAA in FY 2022 and the Denton Enterprise Airport Infrastructure Grant allocation for FY 2022 is \$763,000.00. The Airport will use \$709,779.60 for the Airport Master Plan. The Airport will receive further allocations for an additional four (4) years (FY 2023 – 2026).

Growth of the Airport in the last ten (10) years has resulted in the Airport being ranked 5th in the state and 59th in the country for operations (planes that land and planes that take off from the Airport). The Airport master plan will create a 20-year outlook for future airport development, services, and provide City of Denton Leadership with proper guidance for future development which will satisfy aviation demands and be wholly compatible with the environment.

Airport master plan studies are an approved use of IIJA funds. The Denton Enterprise Airport will use this first allocation of IIJA funds for its Airport Master Plan project.

RECOMMENDATION

Approve acceptance of the FY 2022 IIJA grant to conduct an Airport Master Plan.

FISCAL INFORMATION

The total Airport Master Plan cost is \$788,644.00, with available funds in the Airport Enterprise Fund project account 200082565.10100. The FAA IIJA Grant for FY 2022 will reimburse the Airport \$709,779.60, making the final cost to the Airport \$78,864.40. The funds will not impact the Airport Operating fund balance.

EXHIBITS

Exhibit 1: Agenda Information Sheet

Exhibit 2: Airport Master Plan Scope and Project Cost

Exhibit 3: Master Plan Schedule

Exhibit 4: Designation of Sponsor

Respectfully submitted:
Leanne Alexander, A.C.E.
Airport Analyst

EXHIBIT A
AIRPORT MASTER PLAN
SCOPE OF SERVICES
FOR THE
DENTON ENTERPRISE AIRPORT
DENTON, TEXAS

INTRODUCTION

This Airport Master Plan Scope of Services for Denton Enterprise Airport (DTO) is being prepared prior to initiation of the study, to establish the goals of the project and framework from which all parties to the project may participate. The objective of the master plan is to provide the Sponsor (City of Denton) with proper guidance for future development which will satisfy aviation demands and be wholly compatible with the environment. Coordination between the Sponsor, the Federal Aviation Administration (FAA), and other parties with an interest in the airport will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding future development at the airport. A Planning Advisory Committee (PAC), made up of airport stakeholders, state and federal agencies, and city officials will be established for the study to provide proper direction for the development of the master plan recommendations.

The master plan will align with the following FAA Advisory Circulars and Orders where applicable:

- FAA Order 5090.3C, *Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)*
- FAA Order 5190.6B, *Airport Compliance Manual* with Change 1 published November 22, 2021.
- FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*
- FAA Order 5280.5D, *Airport Certification Program Handbook*
- FAA Order 2150.3C, *FAA Compliance and Enforcement Program, Change 7*
- FAA Order 1050.1F, *Environmental Impacts and Procedures*
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.*
- FAA Order 5090.5 *Formulation of the NPIAS and ACIP*
- FAA AC 150/5070-6B, *Airport Master Plans*
- FAA AC 150/5300-13B, *Airport Design* published March 30, 2022
- FAA AC 150/100-14E, *Architecture, Engineering, and Planning Consultant Services for Airport Grant Projects.*
- FAA AC 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities.*
- FAA AC 150/5100-19D, *Guide for Financial Reports Filed by Airport Sponsors*
- FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*
- FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*
- FAA AC 150/5300-19, *Airport Data and Information Program*

- FAA AC 150/5060-5, *Airport Capacity and Delay*
- FAA AC 120/57A, *Surface Movement Guidance and Control System*
- AC 150/5210-20A, *Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports*
- AC 150/5220-20A, *Airport Snow and Ice Control Equipment*
- Draft AC 150/5020-1A, [Noise Control and Compatibility Planning for Airports](#)
- AC 150/5100-19D, *Guide for Financial Reports Filed by Airport Sponsors*
- AC 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*, updated errata Jan. 6, 2021
- AC 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys*
- AC 150/5300-18, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.
- AC 150/5210-15, *Airport Rescue and Firefighting Station Building Design*

Coffman Associates, Inc., will serve as the primary master planning consultant. The following subconsultants will contribute to various elements/tasks as noted in the scope of services below:

- **HubPoint Strategic Advisors** (air cargo feasibility and forecasts)
- **Jordan Aviation Strategies & Ambrogio Consulting Services** (financial analysis)
- **Martinez Geospatial** (airport mapping/survey)

Required and generalized master planning objectives in this Scope will include:

- To research factors likely to affect all air transportation demand segments at DTO over the next twenty years including the development of forecasts of potential commercial service, air cargo, general aviation operational and basing demand.
- To determine projected needs of airport users for the next twenty years, taking into consideration recent revisions to FAA design standards and the airport's conformance requirements, global positioning system (GPS) approaches or other new technology, commercial passenger and cargo trends, and the impact of general aviation fleet transitions on design standards.
- To recommend improvements which will enhance the landside area's ability to satisfy future aviation needs taking into consideration the potential for commercial passenger service, air cargo, advanced air mobility (AAM), and general aviation needs.
- To analyze the existing airfield system to determine the existing and ultimate runway lengths required to satisfy the airport's critical aircraft. This analysis will include future improvements necessary to aid in supporting forecast demand.
- To produce accurate base maps of existing and proposed facilities and updated Airport Layout Plan (ALP) drawings consistent with the FAA's Standard Operating Procedure

(SOP) No. 2.0.

- To review future use and zoning of airport property and approaches to each runway for future protection. This will involve the development of new noise exposure contours.
- Landside development options to maximize revenue streams.
- To establish a schedule of development priorities and a program for improvements proposed in the master plan, consistent with the FAA's capital improvement program planning.
- Consider sustainability efforts, specifically waste and recycling improvements as part of FAA's updated standards.

ELEMENT 1 - STUDY INITIATION AND ORGANIZATION

The purpose of this element is to allow for proper time to manage the project including the project website, project updates with the sponsor, team management, and overall QA/QC.

Task 1.1 Study Design

Description: In accordance with Federal Aviation Administration guidelines for the preparation of master plans contained in Advisory Circulars 150/5070-6B, *Airport Master Plans*, and 150/5300-13B, *Airport Design*, prepare an outline of the basic elements of the master planning work effort. Identify respective individual work tasks which will be necessary to meet both the requirements set by the FAA and the sponsor for each element of the master plan work scope. Prepare detailed descriptions of each individual work task which describe the specific work effort involved and identify the result or product of the work effort.

Responsibilities:

Consultant: Prepare work scope and budget.

Sponsor: Review work scope and budget.

Product: Work scope and budget.

Task 1.2 Establish Planning Advisory Committee (PAC) and Conduct PAC Kickoff Meeting

Description: Potential members will be identified and asked to serve on a Planning Advisory Committee (PAC) for the master plan. The PAC will be composed of a) representatives of FAA as well as other local, regional, state, or federal agencies; b) airport board, users, and tenants; and c) local community representatives. The PAC, which is a non-voting body, will advise the Consultant on the content and recommendations of the master plan study through meetings and review of working papers.

Upon appointment by the Sponsor of a PAC, provide fifteen (15) standard three-ring notebooks

for distribution to the PAC for their use during the study. A workbook cover will be designed, and the workbook format will be developed with sections for inserting working papers, notes, and other pertinent information. A glossary and list of abbreviations/acronyms will be developed and included as an appendix in the workbook.

The initial, or kickoff meeting, of the PAC will be undertaken during the initial inventory trip by the Consultant. The consultant will also provide the opportunity to conduct an open house public workshop and/or Airport Advisory Board briefing during the inventory trip.

Responsibilities:

Consultant: Design and prepare workbooks for the Committee and attend kickoff meeting.
Sponsor: Distribute invitations and initiation materials to PAC and provide meeting room.
Product: Fifteen (15) study workbooks. Conduct PAC kickoff meeting and public coordination as desired by the Sponsor. A virtual component for the PAC meeting and public coordination may be available, as necessary.

Task 1.3 Develop Project Website

Description: Various project materials will be hosted on a project specific website developed by the Consultant to allow public access to project materials. Materials which would be available on the website could include the presentation boards from the various public information workshops and monthly project status updates. During the planning process, all working draft materials will be available for review on the website. The public will be able to utilize the website to make comments on the contents of the phase reports. All pertinent comments will be included within the Final Master Plan document.

Responsibilities:

Consultant: Develop project specific website. Host the project materials on a project specific website.
Sponsor: Review and provide comment.
Product: Website access to project materials. Encourage use of the website to comment on the draft materials during the planning process.

Tasks 1.4 Project Management

Description: The project management task includes work items required to set up and manage contracts, budgets, and invoicing as well as to provide project management and coordination with DTO, the FAA, and sub-consultants. The project timeline and coordination are anticipated to take place over a period of eighteen (18) months. Project coordination in the form of semi-regular project coordination conference calls/online communication is also included. This task does not include on-site meetings (included in other tasks). This task covers the following types of coordination and project management:

- Set up and prepare project scopes, budgets, contracts with airport/city staff and establish

subconsultant contract agreements.

- Perform monthly budget invoicing and contract management.
- Provide general on-going project coordination with airport/city staff. This task does not include any on-site meetings with staff but could include video, phone, or other distance meeting options.
- Provide general on-going project coordination with and project management of sub-consultants.

Responsibilities:

Consultant: Provide project management for scheduled 18-month schedule.

Sponsor: As necessary aid consultant.

Product: Project management services.

ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS

The purpose of this study element is to assemble and organize relevant information and data pertaining to the airport and the surrounding area. A series of inventory efforts are necessary to collect and organize a variety of specific historical, technical, legal, financial, and planning data as described in the following tasks.

Task 2.1 Inventory Airport Facilities

Description: Perform inventories of physical facilities and existing land uses within the present boundaries of the airport. These inventories will identify and describe existing facilities as to age, type, ownership, and condition, as well as changes to building conditions and uses since the completion of the last master plan, and will include, as a minimum, the following items:

- Airfield: Runways, Taxiways, Aprons, Lighting and Marking, Navigational Aids
- Terminal Area: Terminal building, access and parking
- General Aviation Areas: Square footage of hangars
- Military use areas (as applicable): Ramp, Access and Parking
- FBO/Specialty Operators: Leased Area, Airfield facilities
- Support: Utilities, Fire and Rescue facilities, Fueling facilities, Maintenance areas
- Other areas: Airport tenants including military facilities (as necessary)
- Wildlife Hazards: summarize known wildlife issues
- Additional on-airport and off-airport land uses

In addition, all available plans, specifications, maps, photographs, drawings, and other data, including FAA Master Records (or other records maintained by the FAA), or other reports or studies considered to be relevant, will be obtained for possible use during the study. This task includes an on-site inventory trip to gather data, tour the airport facilities, and to conduct in-

person interviews with airport staff and relevant airport tenants as necessary.

Responsibilities:

- Consultant:** Conduct a complete inventory of the airport facilities to accumulate pertinent data including an on-site tour of facilities and in-person interviews with airport staff and airport tenants as necessary.
- Sponsor:** Provide the Consultant access to the airport property and airport records as necessary.
- Product:** Tabulated airport facilities inventory for input to later tasks, highlighting changed conditions since the last master plan was prepared.

Task 2.2 Inventory Air Traffic Activity and Airspace

Description: A detailed review of available information pertaining to air traffic and passenger/cargo activity at DTO will be performed for the past 20-year period. Data collection will include an inventory count of aircraft based at the airport by aircraft type, enplaning and deplaning passenger data (as available), air cargo (as available) and fuel sales maintained by the airport or fixed base operators. The information will be collected in various formats for forecasting purposes.

Air traffic activity data for the airport will be assembled and organized from various sources such as the FAA's Traffic Flow Management System Count (TFMSC) and GCR's Airport IQ. Relevant data on commercial, air cargo, general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the Sponsor, the FAA Southwest Region, and Fixed Base Operators (FBOs). The assembled data will include, as available:

- a) Historical operations, including local (touch-and-go) and itinerant operational splits.
- b) Based aircraft by type, as available.
- c) Estimated use (by percentage) of each runway.

Review and perform inventories of airspace and air traffic procedures at the airport. Conduct interviews with airport officials, FAA representatives, pilots, and others as necessary or appropriate to develop a complete description of the existing airspace environment and current airport traffic procedures. Basic inventory items will include:

- a) Airport traffic patterns.
- b) Approach and departure procedures.
- c) Military airspace near the airport.
- d) National parks/wilderness areas.

Responsibilities:

- Consultant:** Assemble data.
- Sponsor:** Assist Consultant in obtaining available airport records. Assist as necessary.

Product: Input to subsequent tasks.

Task 2.3 Inventory Local Plans, Land Uses, and Demographic Data

Description: Obtain available information concerning local land use, economic development, and environmental plans, and demographic or economic factors which are likely to have a significant impact on the demand for air transportation in the air trade area as well as those factors that involve potential impact characteristics of the airport environs. Key information will include the area-wide composition, characteristics, distribution, and growth patterns of the following:

- Population
- Economic base (business, income, and employment)
- Present and projected land uses
- Existing and planned surface transportation
- Environmental documentation
- Long range transportation plan
- Zoning ordinance(s)
- Height and hazard ordinance/mitigation measures

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Input to later analysis.

Task 2.4 Obtain Tabulated Wind Data

Description: The Consultant will obtain the most current ten years of wind data for DTO, from the National Oceanic and Atmospheric Administration, National Climatic Center and/or on-airport weather reporting aids for use in preparing an updated wind rose for the airport layout plan.

Responsibilities:

Consultant: Obtain tabulated wind data.

Sponsor: Coordinate with the Consultant as necessary.

Product: Tabulated wind data for use in preparing an updated wind rose.

Task 2.5 Environmental Inventory

Description: The purpose of this task is to obtain information regarding environmental sensitivities on or near airport property. Sources of information will include past environmental documents, agency maps, existing literature, and relevant internet sources. Examples of information to be gathered includes wetlands, riparian areas, threatened or endangered species, floodplains, cultural resources, air quality, parks and natural resource areas, and prime farmland. Informal consultation with various federal and state agencies will occur only if needed information is not available through resources listed above. The information obtained in this task

is intended to identify any significant environmental resources prior to the alternatives evaluation process to lessen or eliminate environmental requirements for potential project development.

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Input into later analysis.

ELEMENT 3 – AVIATION DEMAND FORECASTS

This study element is intended to update the estimate of future levels of air traffic by quantity and by characteristics that will identify the demand that is projected at DTO, and the local socioeconomic characteristics contributed by the local area. The following work tasks will be carried out as part of this element.

Task 3.1 Review Regional Aviation and Socioeconomic Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Similarly review the forecasts and assumptions of the aviation forecasts prepared by the FAA for its *Terminal Area Forecasts*. The forecasts prepared for the last master plan, if available, will also be reviewed and analyzed.

Responsibilities:

Consultant: Review all socioeconomic material pertaining to the study and the region.

Sponsor: Assist in identifying potential sources of information and assist Consultant in obtaining identified socioeconomic material.

Product: Forecasts of expected socioeconomic factors and aviation activity at DTO and other regional airports.

Task 3.2 Prepare Aviation Demand Forecasts

Description: Develop aviation demand forecasts using both simple and more complex methodologies, taking into consideration forecasts from other sources such as the FAA. Historical aviation activity statistics for the airport will be organized to evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors, as well as the independent airport data. Correlation analysis techniques will include relatively simple graphical comparison, as well as more complex regression analysis.

The forecasts shall result in estimates of aviation demand for five, ten and twenty years including:

- Potential commercial airline passenger enplanements, fleet mix, and operations

- Potential air cargo operations, tonnage, and fleet mix (**primary responsibility for HubPoint Strategic Advisors**)
- Annual volume and mix of aircraft operations
- Air taxi (related to scheduled or non-scheduled operations having fewer than 60 passenger seats)
- Based aircraft by aggregate and fleet mix
- Aircraft operations by aggregate, itinerant/local
- Other air taxi to include Part 135 and fractional ownership operations

Peaking characteristics will also be established for use in demand capacity evaluations for the following:

- Potential air carrier enplanements/passengers and operations
- General aviation operations
- Total airport operations

Responsibilities:

Consultant: Prepare aviation demand forecasts for the 20-year planning horizon. **Air cargo activity projections will be the primary responsibility of HubPoint Strategic Advisors.**

Sponsor: Assist Consultant in obtaining available airport records.

Product: Complete incremental forecasts for 5, 10, and 20 years from the base year. These forecasts will be coordinated with the FAA (for their approval) to ensure that the study proceeds based on generally supported assumptions.

Task 3.3 Identify Existing and Future Airport Design Critical Aircraft

Description: Utilizing data provided by the airport and that obtained from FAA database resources, identify the current critical and future aircraft for the airport, per FAA AC 150/5000-17, *Critical Aircraft and Regular Use Determination*. The aircraft identified will be the most demanding aircraft, or family of aircraft, conducting a minimum of 500 annual operations. The analysis will include a projection of aircraft operations by runway design code (RDC) and airport reference code (ARC) to determine future planning design standards.

This analysis will outline the RDC for commercial airline, air cargo, general aviation, and military aircraft. Moreover, the analysis will be considered for each of the airport's runways, as applicable, to determine sufficiency in later tasks.

Responsibilities:

Consultant: Determine current critical aircraft and projection of future critical aircraft by RDC and ARC.

Sponsor: Assist the Consultant in obtaining available airport records.

Product: Determination of existing and future critical aircraft for airfield design. This task will be coordinated with the FAA during the forecast review and approval process.

Task 3.4 Prepare Phase I Report

Description: Upon completion of the work tasks in Elements 2 and 3, working papers comprising the Phase I report will be prepared to outline the analysis, methodologies, and findings of the study efforts. Narrative prepared will highlight the history of the airport, the airport setting, and a definition of the airport's role in the state and national airport system, study process, goals and objectives, and methodology as well as an updated aviation demand forecasting chapter. A glossary and list of acronyms/abbreviations will be prepared and summarized in an appendix. Up to fifteen (15) hard copies and electronic (PDF) versions of the report will be submitted for review by the PAC, FAA, and Sponsor officials.

THIS TASK ALSO INCLUDES TIME REQUIRED TO COORDINATE, MAKE CHANGES, AND/OR MODIFY FINDINGS IN TASKS 3.2 AND/OR 3.3 BASED ON FAA REVIEW, COMMENT, AND APPROVALS.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase I report. Responsible for the distribution of the Phase I report to the PAC, FAA, and Sponsor staff.

Sponsor: Review and comment.

Product: Up to Fifteen (15) hard copies of the Phase I report and electronic (PDF) versions of the report. The chapters comprising Phase I will also be posted to the project website.

Task 3.5 Conduct Planning Advisory Committee Meeting No. 2 and Public Workshop No.1

Description: Prepare graphic display and/or handout information necessary to adequately explain Phase I report which will include:

- Study Introduction
- Inventory (Element 2)
- Aviation Demand Forecasts (Task 3.1-3.4)

Meet with the PAC to review the Phase I report, as well as to review the project schedule, progress, and subsequent work efforts. This task will include holding an open-house style format public information workshop the evening of PAC meeting, if requested and desired by airport/city staff. The workshop will allow for interested public entities to review project materials and interact with the consultant.

Responsibilities:

Consultant: Provide presentation material and necessary graphics for the meeting. Also provide documentation allowing for the sponsor to publish notice of public meeting.

Sponsor: Distribute meeting notices and arrange for meeting room.

Product: Conduct second PAC meeting and first public workshop for master plan study. A virtual component for the PAC meeting and public coordination may be available, as necessary.

Task 3.6 Conduct Phase I City Council Meeting

Description: Provide a project update and presentation of the Phase I materials to City Council. A decision tree will be presented with options to move forward with commercial passenger air service facility requirements and alternatives, as an optional element (**see Element 11**). If City Council chooses not to pursue commercial passenger air service, facility requirements and alternatives for a new passenger terminal facility and its support facilities will be excluded from the remainder of the study.

Responsibilities:

Consultant: Provide presentation materials for the City Council meeting.

Sponsor: Coordinate the inclusion of the presentation on the City Council agenda.

Product: Presentation of Phase I materials to City Council.

ELEMENT 4 – FACILITY REQUIREMENTS

The purpose of this study element is to determine available capacities of various facilities at DTO, their conformance or non-conformance with FAA standards, and identify the facilities that will be needed to meet compliance requirements or projected demand over the next twenty years.

Task 4.1 Establish Physical Planning Criteria

Description: Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangars and services, administrative, ARFF, and other airport service and support facilities.

Responsibilities:

Consultant: Develop physical planning criteria.

Sponsor: Review.

Product: Detailed criteria for airport physical planning.

Task 4.2 Determine Airfield Capacity and Delay

Description: Using the FAA's airfield capacity/delay model, estimate current and future levels of airfield capacity (annual service volume) and delay for DTO. These analyses will be based on the existing airfield configuration, aviation demand forecasts, and an analysis of airspace capacity potentials and constraints, and will involve the investigation of management and operational

procedures to optimize the use of the total airside (runway, taxiway, and apron).

The analysis in this task will determine if aviation demand factors generate a capacity rationale for runway eligibility.

Responsibilities:

Consultant: Estimate airfield capacity and delay utilizing FAA guidance.

Sponsor: Review and comment.

Product: Detailed description the airport annual service volume for the current, 5, 10, and 20-year time frames.

Task 4.3 Prepare Airfield Facility Requirements

Description: Using the results of the forecasts (Element 3), as well as relevant information from other tasks, determine and prepare a list of facility requirements needed to meet projected demands for the airport for existing, short term (1-5 years), intermediate term (6-10 years), and long term (11-20 years) time frames. These facility requirements will be used in the later comparative evaluations and will be based upon both the airport physical planning criteria and the aviation forecasts.

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the airport. In addition, airfield design standards deficiencies will be identified, and corrective actions evaluated and recommended. In subsequent tasks, the above facility requirements will be translated into alternative plans for further evaluation in relation to established planning criteria.

Specifically, these tasks will be performed:

- Runway 18L-36R pavement length, width, and strength needs based on the established existing and ultimate critical design aircraft
- Runway 18R-36L pavement length, width, and strength needs based on the established existing and ultimate critical design aircraft
- Airfield geometry issue identification(s) to include taxiways and apron direct access issues which may exist.
- Airspace obstruction and/or RPZ incompatibility analyses

Responsibilities:

Consultant: Identify specific airfield facility needs, offer runway pavement minimum justification(s), and outline nonstandard airfield geometry.

Sponsor: Review.

Product: Detailed description of all airfield facilities required to meet aviation demands at

the airport through the 20-year planning period.

Task 4.4 Prepare Landside Facility Requirements

Description: Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity.

This work effort will outline cargo facility needs, as applicable based on the findings of projected cargo demands at DTO **(with input from HubPoint Strategic Advisors)**.

General aviation requirements will determine best location for the next generation of facilities at DTO. This work effort will outline the general spacing requirements for use in determining long term locations to be conducted in the alternatives chapter.

Requirements for facilities such as fuel/fuel farm areas, ARFF, airport maintenance, and automobile parking lots (public and rental cars) will be developed under this task. **Additionally, an evaluation of the potential for an on-site U.S. Customs facility will be conducted.**

Responsibilities:

Consultant: Identify specific landside area facility needs.

Sponsor: Review.

Product: Detailed description of facility requirements necessary for landside development to support forecast aviation demand through the 20-year planning period.

ELEMENT 5 – AIRPORT DEVELOPMENT ALTERNATIVES

The purpose of this study element is to develop those airport development alternatives that appear most feasible and evaluate them to determine the most prudent and feasible alternative concept available for the airport.

Task 5.1 Establish Alternative Development Issues

Description: Based upon the results of the facility requirements necessary to meet projected demand, identify those issues which will impact the development of alternatives for the various functional areas of the airport. This task will provide insights into the potentials for and policies constraining the development of specific land uses within the existing or future airport boundaries, including those areas which are unconstrained and meet current functional potential, thereby requiring no additional development.

Responsibilities:

Consultant: Establish alternative development issues.

Sponsor: Review and comment.

Product: Alternative development issues.

Task 5.2 Evaluate Potential Airside Alternatives

Description: The airside facility requirements developed in the previous evaluations will be translated into a series of alternative plans for comparative evaluation in relation to the established planning criteria. The analysis will address a maximum of three possible airfield alternatives (in addition to the “do nothing”). The alternatives with greatest potential for meeting airside demand in the most prudent order will be evaluated.

Responsibilities:

Consultant: Development of airside development alternatives.

Sponsor: Review.

Product: A series of development options, each of which will attempt to meet the forecast airfield facility demands as well as FAA airfield criteria.

Task 5.3 Identify Potential Landside Alternatives

Description: Based on the facility requirements determined under the previous element, formulate preliminary development alternatives. These alternatives will be based on concepts for development within or beyond existing airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with other tasks in this element and result in a series of overall development options for the airport.

Specific landside alternative issues to examine will include:

- Commercial air cargo facility development siting options.
- General aviation development opportunities. The analysis of conceptual general aviation building site locations and design considerations at DTO to include specific airside master plan development designs for conformance with industry best practices needs and demand.
- [Siting options for U.S. Customs facility.](#)
- Non-aviation land development options for potential land use release

Responsibilities:

Consultant: Develop up to three (3) landside development options, one being the “no-build” concept alternative.

Sponsor: Review.

Product: A series of landside alternatives which fulfill the facility requirements to meet forecast demand levels.

Task 5.4 Prepare Phase II Report

Description: Upon completion of the work tasks in Elements 4 and 5, a report will be prepared to outline the analysis, methodologies, and findings of the study efforts. Narrative prepared as part of this Element will include detailed facility requirements and alternative concepts. Up to fifteen (15) hard copies and electronic (PDF) versions of the report will be submitted for review by the PAC, FAA, and Sponsor officials.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase II report. Responsible for the distribution of the Phase II report to the PAC, FAA, and Sponsor staff.

Sponsor: Review and comment.

Product: Up to Fifteen (15) hard copies of the Phase II report and electronic (PDF) versions of the report.

Task 5.5 Conduct Planning Advisory Committee Meeting No. 3 and Public Workshop No.2

Description: Prepare graphic display and/or handout information necessary to adequately explain Phase II report. Meet with the PAC to review the Phase II report, as well as to review the project schedule, progress, and subsequent work efforts. This task will include holding an open-house style format public information workshop the evening of PAC meeting. The workshop will allow for interested public entities to review project materials and interact with the consultant.

Responsibilities:

Consultant: Provide presentation material and necessary graphics for the meeting. Also provide documentation allowing for the sponsor to publish notice of public meeting.

Sponsor: Distribute meeting notices and arrange for meeting room.

Product: Conduct second PAC meeting for Master Plan study. A virtual component for the PAC meeting and public coordination may be available, as necessary.

ELEMENT 6 – RECOMMENDED MASTER PLAN CONCEPT

The purpose of this study element is to establish a capital implementation program to provide the airport development requirements necessary to meet aviation activity demands during the forecast period.

Task 6.1 Recommended Master Plan Concept

Description: Based on the information developed in the airport alternatives element as well as comments provided by airport staff, PAC members, and the general public, a single recommended master plan concept for development of the airport facilities will be prepared. The recommendation for the most prudent and feasible master plan concept will become the

basis for the development of airport plans, costs, and scheduling.

Responsibilities:

Consultant: Develop a refined Master Plan concept for review by the Sponsor, PAC and other interested parties.

Sponsor: Review.

Product: A recommended master plan concept.

Task 6.2 Prepare Aircraft Noise Exposure Contours

Description: Compile computer batch files for development of existing and future noise exposure contours using FAA's Airport Environmental Design Tool (AEDT) Provide computer plot of 65 DNL and higher contours, at 5 DNL increments, and areas (in square miles and acres) within each contour. It is envisioned that two computer modeling runs will be developed – one for existing conditions and one for future conditions. The noise contours will be plotted on base maps utilizing aerial photography, if available, and/or best available mapping. No population impact counts will be developed under the task. Information on forecast operations will be obtained from the forecast analysis in the master plan. Information on traffic patterns and runway utilization rates will be reviewed with the airport sponsor. The results of the analysis will be included in the airport plans/land use compatibility working paper. Digital copies of the AEDT analysis can be provided to the sponsor at the conclusion of the analysis, if requested.

Responsibilities:

Consultant: Develop existing and future noise exposure contours.

Sponsor: Review traffic pattern and runway utilization assumptions.

Product: Existing and future noise exposure contours for the airport.

Task 6.3 Land Use Controls and Plans

Description: Review and summarize existing zoning ordinances, subdivision regulations, building codes, and land use and transportation plans, and land use management documentation in the study area. Prepare tables and exhibits of the zoning, future land planning designation, and improvements.

Responsibilities:

Consultant: Review reports and documents from area planning agencies and prepare summary tables and exhibits.

Sponsor: Review.

Product: Tables and exhibits for analysis in later tasks.

Task 6.4 Non-compatible Development Analysis

Description: Based on information collected in Task 6.3, areas with the greatest potential for non-compatible development when compared to updated noise exposure contours and Part 77

approach surfaces will be identified. It is anticipated that this area will not extend beyond one mile from each runway end. Additionally, land use control inconsistencies will be identified. Growth-risk areas will be categorized by type of land use.

Responsibilities:

Consultant: Responsible for this task.

Sponsor: Review.

Product: Growth risk analysis including mapping of non-compatible growth areas.

Task 6.5 Land Use Management Techniques

Description: Identify various land use management techniques that could be applied in the airport vicinity. These techniques may include, but not necessarily be limited to changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, and other mitigation measures.

Responsibilities:

Consultant: Responsible for this task.

Sponsor: Review.

Product: A list of recommended land use management techniques that may be effective in promoting land use compatibility.

Task 6.6 Environmental Overview (NEPA)

Description: The purpose of this task is to identify potential environmental issues associated with the airport development alternatives and recommended development concept, including mitigation measures that may be needed for proposed projects.

Once a recommended master plan concept has been developed, a preliminary environmental overview will be conducted using the information collected to identify any potential environmental concerns that must be addressed prior to program implementation. This evaluation will be structured in a table format and will include an analysis of potential impacts on environmental resources as defined within FAA's Order 1050.1F and its accompanying Desk Reference. Projects which may require further NEPA analysis (i.e., Environmental Assessment or Environmental Impact Statement) will be identified. This evaluation is not intended to serve as a formal Environmental Assessment under NEPA.

Responsibilities:

Consultant: Assemble data based on latest information available.

Sponsor: Assist in collection of data.

Product: Input to later analysis.

Task 6.7 Recycling Plan

Description: The FAA Modernization and Reform Act of 2012 includes a new requirement for Airport Master Plans to address recycling by:

- Evaluating the feasibility of solid waste recycling,
- Minimizing the generation of waste,
- Identifying operations & maintenance requirements,
- Reviewing of waste management contracts, and
- Identifying the potential for cost savings or revenue generation.

To develop a recycling plan that meets this FAA requirement, the Consultant will align with the following guidance (as applicable):

- Reauthorization Program Guidance Letters (R-PGL) 19-02, *Planning and Project Eligibility*, Section 148(a)(1-2) *Recycling Plans*
- FAA Memorandum *Guidance on Airport Recycling, Reuse, and Waste Reduction Plans*.
- FAA Modernization and Reform Act of 2012 (49 U.S.C. 47102(5) and 47106(a))
- FAA Synthesis Document: Recycling, Reuse, and Waste Reduction Plans at Airports

The Consultant will do the following:

Collect baseline information on the airport's waste management program. Meet with DTO staff to understand how waste is managed at the airport and what current education efforts for passengers, employees, contractors, and tenants are already in place. In addition, collect information such as waste collection contracts, monthly waste/recycling invoices, and the waste-related costs for waste and recycling (containers, hauling, disposal, and labor).

Assess existing waste management program. To understand the sources, composition, and quantities of waste generated at the airport, conduct a facility walk-through, and an examination of monthly waste/recycling invoices.

Assess opportunities for expansion of recycling program. Review current waste collection contracts and conduct research on current market conditions to determine whether there are any logistical limitations to expanding the recycling program.

Develop recommendations for improving the recycling program. Based on the above assessment of the airport's waste and recycling program, develop recommendations for improving the airport's recycling program as well as minimizing waste generated at the airport. Recommendations will include identification of potential cost savings or revenue generation.

Responsibilities:

Consultant: Develop Recycling Plan

Sponsor: Assist in collection of data

Product: Recycling Plan

ELEMENT 7 – FINANCIAL MANAGEMENT AND DEVELOPMENT PROGRAM

The purpose of this element is to analyze benefits and costs that may be associated with the recommended plan as well as determine and set out the assumptions, terms, and conditions by which agreed-upon capital improvement programs can be financially implemented for the airport.

Task 7.1 Prepare Airport Development Schedules and Cost Estimates

Description: Prepare the airport development schedules and cost estimates (in current dollars) for the selected master plan concept for DTO, thereby ensuring that logical staging of improvements are given proper consideration in the development of a financial plan and capital improvement program. Items that are eligible for funding under the Airport Improvement Program will be identified in accordance with FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*.

Responsibilities:

Consultant: Prepare an airport development schedule and estimated costs.

Sponsor: Review.

Product: Development schedules and cost for the improvements proposed as a part of the selected master plan concepts.

Task 7.2 Prepare Capital Program and Financial Plan

Description: Develop a recommended 20-year airport capital improvement program and a condensed financial plan suitable for DTO. The airport capital improvement program will identify individual projects for each year through the first five years of the plan, then prioritize projects through the intermediate (6–10 year) and long term (11–20 year) periods.

This task will be assisted by Jordan Aviation Strategies and Ambrogio Consulting Services.

Responsibilities:

Consultant: Develop a detailed capital program.

Sponsor: Provide review and input.

Product: Capital program for the 20-year planning period.

Task 7.3 Perform Financial Analysis

Description: The financial plan of the master plan presents the financial assumptions which will ultimately impact facility and funding requirements. Initial assumptions and project objectives are revised to reflect changes in activity forecasts and collateral development alternatives. Elements to be refined include the types of facilities to be built or rehabilitated, the total costs of

these facilities, the timing of cash flows associated with the construction of planned facilities, and financing sources and terms.

The estimated demand on operating revenues and the impact on tenant rates and charges will be identified and analyzed and recommended strategies for completing and funding the proposed projects will be presented. The preferred alternative will reflect a financial management structure in combination with a physical plan which accomplishes DTO's objectives for strategic growth, economic development, air and ground transportation services, and environmental mitigation.

The following components of the financial analysis will be conducted:

- Sources and uses of funds analysis – Reviewing design cost and phasing to determine the various sources of funding for the recommendations including any portion that must be financed through bonds.
- Debt service analysis – Determining the par amounts required for construction and or refinancing; calculation of required reserve funds, capitalized interest, and debt service coverage per the bond resolution.
- Revenue forecasting analysis – Projecting amount and timing of additional revenues from increased facilities and from activity forecasts, as well as reviewing concession tenant leases to determine if rates can be increased during the projection period.
- Operating expense projections – Analyzing historical trends and the impact of new facilities on projections.
- Cash flow analysis – Calculating net revenue projections, including the effects of economic and financial constraints on project viability.

This task will be the primary work effort to be completed by Jordan Aviation Strategies and Ambrogio Consulting Services.

Responsibilities:

Consultant: Prepare a financial analysis.

Sponsor: Provide information on lease income and review analysis.

Product: Financial analysis to be used in the preparation of the capital improvement program.

Task 7.4 Prepare Phase III Report

Description: Upon completion of the work tasks in Element 6 and 7, a report will be prepared to outline the analysis, methodologies, and findings of Elements 6 and 7. Up to fifteen (15) hard copies and electronic (PDF) versions of the report will be submitted for review by the PAC, FAA, and Sponsor officials.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase III report. Responsible for the distribution of the Phase III report to the PAC, FAA, and Sponsor.

Sponsor: Review and comment.

Product: Up to fifteen (15) hard copies of the Phase III report and electronic (PDF) versions of the report. The chapters will be published on the project website.

Task 7.5 Conduct Planning Advisory Committee Meeting No. 4 and Public Information Workshop No. 3

Description: Prepare graphic display and/or handout information necessary to adequately explain the Phase III report. Meet with the PAC to review the Phase III report, as well as to review the project schedule, progress, and subsequent work efforts. This task will include holding an open-house style format public information workshop the evening of PAC meeting. The workshop will allow for interested public entities to review project materials and interact with the consultant.

Responsibilities:

Consultant: Provide presentation and necessary graphics at the meeting.

Sponsor: Distribute meeting notices and arrange for meeting room.

Product: PAC and public workshop meetings for master plan study. A virtual component for the PAC meeting and public coordination may be available, as necessary.

ELEMENT 8 – GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND DATA COLLECTION SERVICES

Data collection for the airport will be conducted to comply with table 2-1 of Advisory Circular 150/5300-18B, column Airport Layout Plan for ADIP submission and used for development of the Airport Layout Plan set defined in Element 10. The process includes collection of high-resolution aerial photography, high precision surveys of safety critical airport data, (runway ends, NAVAIDS, airport elevation, airspace, obstructions and others), and additional feature collection such as pavement areas, paint markings, and fencing used to describe the airport. The objective of this element is for the Consultant to provide the sponsor with a digital dataset of the airport and its surrounding environment in conformance with current Federal Aviation Administration (FAA) standards set forth in the Advisory Circulars 150/5300- 13A, -16B, -17C, and -18B. To provide an updated aerial image, and to conduct airspace analysis for the appropriate 18B and Part 77 surfaces. The data collected in this element will be used for ALP development and submission

into the ADIP portal. This will be a complete data collection of the airport environment.

Task 8.1 FAA AIRPORTS-GIS

Description: Table 2-1 of Advisory Circular 150/5300-18B, column Airport Layout Plan will guide the collection of data for the Airports-GIS portion of the project. The dataset is a high precision, digital model of the features of the airport as defined in 18B table 4-1 for Airport Layout Plans. This task includes working with the sponsor to create the project in the ADIP system, submitting and gaining approval of the SOW and all other necessary plans required by ADIP. Next is to collect and format the data, then submit the data and final report to the ADIP site and gain FAA Approval. Compliance with current Federal Aviation Administration (FAA) standards set forth in the Advisory Circulars 150/5300- 16B, -17C, and -18B will be adhered to.

Responsibilities:

- Consultant: Ensure FAA and airport standards are met for all survey activity on and off airport and aerial photography acquisition. Provide oversight and review as needed.
Martinez Geospatial will be responsible for performing the airspace analysis, conducting the ground survey, providing current orthophotography, and assisting in development of a GIS dataset that is acceptable to the FAA.
- Sponsor: Liaison with survey team to provide access to airport property. Assist in providing any needed information to survey and aerial photography teams. Direct consultants as required to any safety or operational requirements for survey and aerial photography team.
- Product: Approved FAA Airports-GIS Airspace project.

Task 8.2 – ALP DATA COLLECTION AND PART 77 AIRSPACE ANALYSES

Description: This task utilizes the safety critical data collected in task 8.1 and adds to it those features required to complete the Airport Layout Plan per the SOP 2.0 checklist. This includes, but is not limited to, additional features such as paint markings, fencing, and pavement boundaries. It also includes obstacle collection so that Part 77 airspace analysis can be conducted on the future condition of the airport as a result of the planning effort.

If any obstacles are found to penetrate the obstruction standard surfaces or VFR traffic pattern surfaces, and no previous study has been done on the obstacle, then the obstacle will need to be submitted for airspace evaluation (via OEAAA) and the mitigation and aeronautical study number included in the obstacle data tables on this and the inner approach surface drawings.

It is assumed that OEAAA will involve up to three days of data entry and follow-up.

Responsibilities:

- Consultant: Provide oversight and review as needed. *Martinez Geospatial will be responsible for performing the airspace analysis and providing planimetric data.* Coffman Associates will add to data collection as needed to comply with FAA regulations.

Sponsor: Assist project team in collection of attribution of data. Work with planning team to establish future condition. Review drawings and data.

Product: First phase provides topographic and planimetric data. Second phase provides obstruction analyses.

ELEMENT 9 – AIRPORT PLANS

The purpose of this study element is to prepare a new Airport Layout Plan (ALP) set for DTO. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. All plans will be produced digitally using the data collected in element 8 and any additional data the sponsor may have or want to include. Element 8 collects all new airport data. The digital plans and PDF files of each sheet will be a deliverable item to the Sponsor at the completion of this project in CAD or GIS format at the sponsors discretion. The ALP will be included as an appendix in the draft master plan documents. A narrative will also be included in the appendix to better describe the intended functions of the proposed development items.

Task 9.1 Airport Layout Plan Drawing

Description: Following the recommended airport master plan concept developed under the preceding elements and FAA AC 150/5070-6B, an ALP drawing for the airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, navigational aids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed. A Title Sheet and Airport Data Sheet will also be prepared and included with the full Airport Layout Plan set.

Responsibilities:

Consultant: Prepare a new ALP for the airport.

Sponsor: Review and comment.

Product: A new ALP drawing for the airport which meets federal guidelines.

Task 9.2 Terminal Area Drawing(s)

Description: Prepare Terminal Area Drawing(s) reflecting development resulting from the recommendations of this study. Depending on the future recommended development for the general aviation areas, more than one drawing may be required to adequately reflect the detail of development within the area. The drawing(s) will include detailed planning level information

such as access taxiways, apron areas, hangar layouts, aircraft tie-down areas, customer and employee parking areas, and vehicular circulation and access for the short, intermediate, and long-term planning periods.

Responsibilities:

Consultant: Prepare Terminal Area Drawing(s).

Sponsor: Review and comment.

Product: Terminal Area Drawing(s) reflecting the selected development alternative for these facilities at the airport.

Task 9.3 Part 77, Approach and Inner Approach Surface Plans

Description: Prepare Part 77, Approach and Inner Approach Surface plans in conformance with FAR Part 77 and FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. As necessary, height of potential obstructions will be researched and identified on the drawing along with an obstruction chart/table indicating the obstruction description, their top elevation, affected Part 77 surface, the penetration, and disposition or corrective action to eliminate or mitigate the obstruction.

Responsibilities:

Consultant: Prepare a new Part 77, Approach and Inner Approach Surface plans for the airport.

Sponsor: Review and comment.

Product: Part 77, Approach and Inner Approach Surface plans for the airport to meet federal guidelines. Product will include aerial photography of the inner approach surfaces and runway protection zones.

Task 9.4 Departure Surface Drawings

Description: Prepare new departure surface drawings in accordance with guidelines as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Obstruction information will be obtained from the Part 77 obstruction analysis completed in Task 10.2, approach plans, and the current Airport Obstruction (OC) chart (as available).

Responsibilities:

Consultant: Prepare new departure surface drawings for the airport.

Sponsor: Review and comment.

Product: Departure surface drawings for the airport which meet federal guidelines.

Task 9.5 Exhibit A – Airport Property Inventory Map

Description: The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will inventory all parcels, which currently make up the airport, or are proposed for acquisition by the airport

sponsor. In addition, the drawing will also show any property that has been disposed of by the Sponsor in the past. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current – Exhibit A – Airport Property Inventory Map as well as other sources. The Airport Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps (October 1, 2013)*. Sponsor will assist Consultant in providing recorded deeds of its property. Additional information requested by the FAA may be added as needed if available and provided by the airport.

Responsibilities:

Consultant: Update the Exhibit A – Airport Property Inventory Map for the airport.

Sponsor: Provide appropriate historical data and review Airport Property Map.

Product: Updated Exhibit A – Airport Property Inventory Map for the airport.

Task 9.6 On-Airport Land Use Plan

Description: A Land Use Plan for the area within the boundaries of the airport will be developed based on the identified overall development concept. This will include general aviation areas, terminal complex, air cargo complex, ground access and vehicular circulation system service areas, industrial/commercial development areas, and distinctions between aeronautical and non-aeronautical uses. *The drawing will outline any non-aeronautical land use plans so that future revisions to the ALP are not required should a land use release is requested.*

Responsibilities:

Consultant: Prepare On-Airport Land Use Plan.

Sponsor: Review and comment.

Product: On-Airport Land Use Plan and Off-Airport Land Use Plan.

Task 9.7 Preparation of Draft ALP and Draft ALP Drawing Set

Description: Preparation of up to four (4) copies of the “Draft” ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by the FAA. The ALP Drawing Set will be prepared in conformance with FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Drawings will be a minimum size of 24” x 36”. FAA review will be concurrent. Drawings will be submitted with or prior to publication of the Draft Final Master Plan.

THIS TASK INCLUDES TIME REQUIRED TO MAKE CHANGES DURING SPONSOR AND FAA REVIEW AND APPROVAL PROCESS.

Responsibilities:

Consultant: Provide up to four (4) copies of the full Airport Layout Plan drawing sets, depicting

the sponsor selected Recommended Plan for sponsor and FAA use. Per direction from the FAA, the Consultant will also initiate the submittal of the draft ALP set to Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) for FAA Line of Businesses (LOB) review/comment.

- Sponsor: Provide up to four (4) unsigned copies of ALP drawing set to FAA for review. Include signed transmittal letter indicating the changes from the last approved ALP drawing. Provide two (2) full set of drawings to FAA for review.
- Product: Up to four (4) copies of the full ALP drawing set as well as a completed FAA ALP Checklist.

Task 9.8 Preparation of Final ALP and Final ALP Drawing Set

Description: Revise the Draft Airport Layout Plans and Drawings prepared in the previous task to reflect comments received from the FAA review. Upon approval from the Sponsor, provide four (4) copies of the revised full ALP drawing sets to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval.

Responsibilities:

- Consultant: Provide up to four (4) revised copies of the full Airport Layout Plan drawing sets.
- Sponsor: Review and sign all drawings. Forward all drawings to the FAA for final approval.
- Product: Up to four (4) copies of full ALP drawing set.

ELEMENT 10 – FINAL REPORTS

Task 10.1 Prepare Draft Final Master Plan Report

Description: Following the final review period for the Phase III report of the master plan report, a Draft Final Master Plan Report document will be prepared. This document will incorporate appropriate comments and corrections received during the review period. Up to ten (10) hard copies of the Draft Final Report and an electronic (PDF) version will be provided. The FAA will receive one (1) print copy.

Responsibilities:

- Consultant: Prepare and print up to ten (10) hard copies of the Draft Final Master Plan study and an electronic (PDF) version.
- Sponsor: Review and comment.
- Product: Ten (10) Draft Final Master Plan Reports.

Task 10.2 Obtain Master Plan Approvals

Description: Coordinate final approval of master plan with airport administration. This task will include a presentation to the Airport Advisory Board and/or City Council seeking approval of the master plan. The ALP approval will be coordinated with Sponsor and the FAA.

Responsibilities:

Consultant: Coordination of final master plan approval.

Sponsor: Review and comment on final documents.

Product: Final master plan and airport layout drawing approvals.

Task 10.3 Prepare Final Master Plan Report

Description: Following the final review period for the Draft Final Master Plan Report, a Final Master Plan Report document will be prepared. This document will incorporate appropriate comments and corrections received during the review period. Ten (10) printed copies of the Final Report will be provided, in addition to digital copies of the entire plan (text and graphics) in a PDF format. Two (2) printed copies (and a PDF copy) will be provided to the FAA.

The FAA will also be sent four (4) full sized ALP drawing sets, signed by the sponsor, for signature and circulation. A flash drive containing an electronic (PDF) version of the ALP will also be submitted to the FAA, if requested.

Responsibilities:

Consultant: Prepare and print ten (10) copies of the final report (provide two copies to the FAA). Also develop digital copies of the final report in PDF/Word format for submittal to the sponsor and for the FAA.

Sponsor: Coordinate distribution of the final report.

Product: Ten (10) Final Master Plan Reports and electronic (PDF/Word) copies.

ELEMENT 11 – OPTIONAL COMMERCIAL PASSENGER TERMINAL TASKS

The project scope includes a presentation of the Phase I study materials, including the potential demand for commercial passenger air service, to City Council. If City Council chooses to move forward with an evaluation of commercial passenger air service facility requirements and alternatives in the master plan, this element covers the necessary tasks.

Task 11.1 Commercial Passenger Terminal Facility Requirements

Description: This work effort will consist of a capacity need analysis of a potential passenger service terminal and evaluate potential support (aircraft parking apron, public/employee parking, rental car facilities, administration office, etc.) facility needs based on the new demand forecasts. Facility needs will be based on forecasted potential passenger traffic and peaking characteristics of that traffic. Terminal space modeling will be based on the Airport Cooperative Research Program (ACRP) Report 25, *Airport Passenger Terminal Planning and Design* and FAA AC 150/5360-13A, *Airport Terminal Planning*.

Responsibilities:

Consultant: Development of passenger terminal building development facility requirements.

Sponsor: Review.
Product: Passenger terminal facility needs broken out by functional area, which will be included within the Phase II report.

Task 11.2 Commercial Passenger Terminal Alternatives

Description: This task will identify potential sites for the development of a new passenger terminal facility and support facilities, including vehicle parking lots, access roads, terminal apron and taxilanes, and rental car services.

Responsibilities:

Consultant: Development of passenger terminal building development alternatives.
Sponsor: Review.
Product: A series of development site options, which will be included within the Phase II report.

ATTACHMENT 1
SUBCONSULTANT SCOPE
(HubPoint Strategic Advisors)

Denton Enterprise Airport - Air Cargo Market Analysis & Air Cargo Forecasts

In recent years, the air cargo industry has experienced transformative changes that have impacted supply chains and the way goods are shipped. These include structural changes related to e-commerce and episodic changes due to the pandemic. With these changes, air cargo has taken on a new level of importance and emphasis at airports. The growth in e-commerce has been particularly impactful to the air cargo industry and has led to increasing activity by new and existing operators at U.S. airports of all types. Meanwhile, some smaller airports have proven that they are capable of handling cargo beyond their traditional levels and, therefore, can be viable alternatives to larger airports.

As Denton Enterprise Airport (DTO) considers its development priorities, assessing the feasibility of growing its air cargo business will be important. Airport management must understand how both the internal and external environments influence DTO's air cargo opportunities. An Air Cargo Market Analysis will be designed to assess relevant factors for air cargo at DTO, including the airport's infrastructure, industry trends, the regional market and competitive airports. This analysis will identify any potential air cargo opportunities for DTO and provide advice on the feasibility of growing the airport's air cargo activity from a planning perspective.

Based on the findings and synthesis from the Air Cargo Market Analysis, long-term 20-year air cargo forecasts will be developed for utilization in the Denton Enterprise Airport Master Plan. Given the limited historic air cargo operations at DTO, the consulting team will employ a scenario-based approach for the air cargo forecasts. This approach relies on the definition of specific cargo-related scenarios at airports (including assumptions of operational details and service development over time) and the cargo volumes associated with those scenarios. While this approach can be seen as somewhat prospective, its value from a planning perspective lies in quantifying possible levels of cargo activity should those types of scenarios come to fruition. From this standpoint, it is important to ensure that the scenarios are as realistic as possible, but for planning purposes, also encompass a range of possible air cargo development environments that could be experienced by an airport during the forecast period.

PROPOSED SCOPE OF WORK

1. Overview of air cargo industry trends
2. Review DTO current situation and air cargo capabilities
 - a. DTO historic aviation / air cargo activity and current service providers
 - b. Existing infrastructure (facilities, runways, apron, equipment, road & highway access)
3. Assess regional air cargo market
 - a. Demand drivers and inbound/outbound shipment activity relevant to DTO
 - b. Competitive airport analysis (AFW, DFW, DAL), including cargo capabilities, services and strategies
4. Synthesis and Conclusions
 - a. Summarize key findings and implications for DTO
 - b. SWOT analysis
 - c. Feasibility assessment
5. DTO 20-year air cargo demand forecasts
 - a. Scenario development for potential DTO cargo services
 - b. Annual air cargo tonnage
 - c. Annual all-cargo aircraft operations
6. Planning Considerations and Recommendations

ATTACHMENT 2
SUBCONSULTANT SCOPE
(Jordan Aviation Strategies & Ambrogio
Consulting Services)

**Denton Enterprise Airport
Master Plan Scope of Work
Jordan Aviation Strategies LLC (JAS) Financial Services**

Jordan Aviation Strategies (JAS) will support Coffman Associates with financing the Preferred Alternative Scenario determined through the planning process and outline the significant capital and operating funds needed to realize the Master Plan's vision.

To complete this task, JAS will take full advantage of all potential sources of funds and minimize financial gaps by identifying all alternative revenue sources available to support the Preferred Alternative Scenario of the master plan. The financial feasibility analysis would also include a forecast of expenses and revenues that can be used to determine whether a baseline level of funds will be available to pay for the local share of the capital development program over the planning period. The initial forecast will determine if the current tenant rents, fees and charges are sufficient to keep pace with inflation and revenues and expenses projected into the future based upon a combination of short historical trends and City policy objectives.

JAS can further assist DTO in their goal to promote aviation growth and development by providing comprehensive financial and strategic business-related airport consulting services that may include:

Strategic Financial and Business Planning – JAS will work with airport management to identify financial metrics that are most relevant for the market that is served by the airport and are achievable given the business structure of key leases and agreements. This task would outline long-term financial trends and potential risk factors that may impact overall financial sustainability, thereby allowing the airport to proactively address these issues. Key components of this task would include:

- Preparation of Financial Feasibility Studies
- Implementing Best Industry Practices
- Generating Peer Airport Comparative Statistics
- Developing A Long-term Financial Plan

Federal Funding Programs - In recent years, the federal funding programs including the Airport Rescue Grants (CARES, CRRSA, ACRGP) and the Bipartisan Infrastructure Law (BIL) programs have offered significant alternative funds to airports who can appropriately justify project funding through stringent grant applications. JAS will work with planners and staff to maximize alternative funding sources including preparation of federal loan and grant applications, and assist in the implementation of processes that are required under federal grant programs.

Commercial Air Service - DTO's desire to explore commercial service aviation which is dependent on the population base and level of economic activity that would generate sufficient passenger demand to make them profitable to air carriers. JAS can assist DTO with key components of the decision-making process including:

- Assist in Airline Discussions
- Developing a Suitable Airline Incentive Program
- Identifying a Rate-Setting Methodology

Cargo and Other Aviation Related Development – JAS can also help DTO explore opportunities for other aviation use services including Cargo and other third-party development. Key components of the task would include:

- Assist DTO with Tenant Negotiations
- Generate Financial Plans with Specific Goals and Key Performance Indicators
- Outline Financial Risk-Sharing Alternatives with Private Parties

Eric Pfeifer

From: Sylvia Ambrogio <Sambrogio57@outlook.com>
Sent: Monday, January 23, 2023 12:32 PM
To: Mike Dmyterko; Paula Jordan
Cc: Eric Pfeifer
Subject: RE: JAS scope of work for DTO

Below is our estimate for the MP Task budget. Please review and comment.

Task List	Estimated Hours to Complete	Estimated Fees
Airport Data Gathering and Analysis	35	8,750
Develop Financial Forecast Model	10	2,500
Evaluate Alternative Sources of Funding	10	2,500
Draft Master Plan Financial Section	40	10,000
Staff Interview / Strategy Meetings	10	2,500
TOTAL	105	\$ 26,250

**Fees at \$250/hour*

-spa

Sent from [Mail](#) for Windows

ATTACHMENT 3
SUBCONSULTANT SCOPE
(Martinez Geospatial)



A GEOSPATIAL SERVICE PROVIDER

Scope and Fee Proposal

Survey, Photogrammetry & Airports-GIS Services

Denton Enterprise Airport (DTO)

01/05/2023

2915 Waters Road Suite 100 Eagan, Minnesota 55121

Tel: 651-686-8424 • www.mtzgeo.com

PROJECT SUMMARY

CLIENT	Coffman Associates
CLIENT CONTACT	Tim Kahmann
CLIENT ADDRESS	12920 Metcalf Ave, Suite 200 Overland Park, KS 66213
PROJECT LOCATION	Denton Enterprise Airport (DTO)

Martinez Geospatial, Inc. (MTZ) will provide **Coffman Associates** with remote-sensing and photogrammetry services in support of a Master Plan/ALP and Obstacle Action Plan at **Denton Enterprise Airport (DTO)**. The main objective of this effort will be to fulfill the geospatial data-collection requirements for supporting the update of the ALP.

This proposal also includes tasks required to comply with FAA Airports-GIS program standards. All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

AC-150/5300-16B (16B)
AC-150/5300-17C (17C)
AC-150/5300-18B (18B)

The Airports-GIS objective for this project includes the collection/survey of both *Safety-Critical* and *Non-Safety-Critical* Data. The Safety-Critical element of the project includes Runway Ends/Thresholds & Profiles Survey, NAVAID Survey, and Airport Airspace Analysis/Obstruction Survey. The Non-Safety-Critical element of this project includes the generation of a planimetric & topographic GIS basemap of the Airport Environment and the generation of ortho-rectified aerial imagery of the Project Area.

MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix)** of **18B, Column "Airport Layout Plan."**

MTZ will make maximum use of existing data within the ADIP Portal for DTO, including Obstacle Data with FAA-assigned Identifiers.

PROJECT SPECIFICATIONS

STATE	TEXAS
COUNTY	DENTON
PROJECT TYPE	AVIATION (AIRPORTS-GIS INCLUDED)
COORDINATE SYSTEM	TEXAS STATE PLANE – NORTH CENTRAL
HORIZONTAL DATUM	NAD83
VERTICAL DATUM	NAVD88 (GEOID18)
FIELD-SURVEY PROVIDED BY	MARTINEZ GEOSPATIAL
MAPPING SCALE	1"=100' & 2' CONTOURS
MAPPING FORMATS REQUIRED	STANDARD CAD w/ DTM and AIRPORTS-GIS
ORTHO RES & PHOTO FORMAT	0.5' GSD, TIF & SID FORMAT

PROJECT AREA DEFINITION

The total project area consists of four major components:

AREA A	Planimetric & Topographic Mapping Limit - This area defines the limit for the generation of an AGIS Basemap.
AREA B	Part 77/OCS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined by FAR Part 77 and AC-150/5300-13B.
AREA C	Airports-GIS Airspace Analysis Limits - Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.
AREA D	Raw Obstacle Collection Limit – This area defines the limit for the collection and reporting of all prominent obstacles in support of the Obstacle Action Plan (OAP).

PROJECT TASKS

Project Planning/Project Management/FAA Airports-GIS Coordination/Field-Survey Consultation

MTZ will assist Coffman in developing, submitting, and gaining approval of the “Statement of Work” for the project through the **FAA Texas ADO** and the **FAA’s Airport Data Information Portal (ADIP)**. MTZ will develop, submit, and gain approval of the “Aerial Photography Acquisition Report” required by the FAA Airports-GIS Program.

Aerial Imagery Acquisition

New color aerial imagery will be captured for all areas defined in the **PROJECT AREA DEFINITION** section of this proposal utilizing a high quality digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of a single “block” of imagery, collected to the following specifications:

IMAGERY RESOLUTION	PURPOSE/USE
10cm	<ul style="list-style-type: none"> - Raw Obstacle Data Collection - Part 77/OCS Obstruction Survey - AGIS Airport Airspace Analysis - Generation of 0.50’ GSD orthophotos - Planimetric/Topographic Mapping

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

Establish Geodetic Control / Validate Existing PACS & SACS (Field-Survey)

There are one PACS monument and two SACS monuments published by NGS for the airport. This project will validate/utilize these monuments to serve as the project tie to the National Spatial Reference System (NSRS). If the existing PACS/SACS monuments are determined to be damaged or the validation is unsuccessful the surveyors will establish temporary geodetic control points, as required. Geodetic data will be tied to the NSRS using the latest published adjustment (2011).

Following are the specific PACS & SACS locations to be used:

Station Type	Designation	PID	Horizontal Datum	Vertical Datum	GEOID
PACS	DTO D	AB2789	NAD83(2011)	NAVD88	GEOID18
SACS	DTO B	AB5965	NAD83(2011)	NAVD88	GEOID18
SACS	DTO C	AB5964	NAD83(2011)	NAVD88	GEOID18

Survey Imagery Photo Control (Field-Survey)

Photo-identifiable control points and/or artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report. It is anticipated that approximately **28** imagery control points will be required, along with **6** independent OPUS Checkpoints.

Aero Triangulation

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

Create Digital Ortho Imagery

Digital orthophotos will be produced to meet the requirements of Coffman and the Airport as well as to comply with the requirements of the FAA Airports-GIS Program and AC 150/5300-17C. One set of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

RESOLUTION	COVERAGE LIMIT
0.50' GSD	AREA C

Runway Survey (Field-Survey)

Field Surveyors will accomplish survey of both runways at DTO (18R/36L & 18L/36R); survey tasks will include survey of runway-end-points and runway-profiles. For each runway-end-point/threshold a monument will be set (if one is not already present), surveyed, and documented in accordance with AC-150/5300-18B. Runway-centerline profiles will be surveyed utilizing mobile-RTK methodology; final profile data will be extracted at 50-foot stations for FAA Airports-GIS submission. Runway survey data will be utilized for the Obstruction Surveys/Airport Airspace Analysis task. Furthermore, MTZ will identify Airport Reference Point, Airport Elevation, High & Low Elevations of each Runway, and

Touchdown Zone Elevations for each runway utilizing the newly surveyed Runway Data. Runway survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable.

NAVAID Survey (Field-Survey)

Surveyors will accomplish field-survey of NAVAIDs serving the DTO airport. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be properly formatted by MTZ and reported in the FAA Airports-GIS deliverable. The NAVAID Survey will include the following:

<i>Airport Rotating Beacon</i>	<i>18L PAPI</i>
<i>36R PAPI</i>	<i>18L MALSR</i>
<i>18R PAPI</i>	<i>36L PAPI</i>
<i>18L LOC</i>	<i>18L GS</i>
<i>18L OM</i>	<i>PINCK NDB</i>
<i>ASOS</i>	<i>Windcones</i>

Airport Airspace Analysis/Obstruction Surveys

18B/AGIS

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plans. All available existing obstacle data for DTO will be obtained & downloaded from ADIP; existing obstacle data (relevant to the AGIS Airspace Analysis) will be validated or updated as necessary and incorporated into this project. Existing obstacle data will be reported back to FAA through ADIP, identifiable by assigned FAA-Obstacle-ID.

The Airport Airspace Analysis will meet the following specifications:

RUNWAY	ANALYSIS TYPE
18L/36R	Runways-With-Vertical-Guidance
18R/36L	Runways-With-Vertical-Guidance

GIS Formatting of final reported 18B/AGIS obstacle data will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

Part 77/Obstacle Clearance Surface (OCS)

An FAR Part 77 and an OCS Obstruction Survey will be performed for all runway ends. Utilizing the digital 3D stereo imagery, the prescribed Part 77 & OCS Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces. The Part 77 Obstruction Survey will meet the following specifications:

RUNWAY	PART 77 ANALYSIS TYPE
18L	Precision-Instrument-Runway (PIR)
36R	Non-Precision-Instrument-D (NPI-D)
18R	Non-Precision-Instrument-D (NPI-D)
36L	Non-Precision-Instrument-C (NPI-C)

The OCS Obstruction Survey will meet the following specifications (OCS Numbers are taken from AC-13B, Tables 3-2, 3-3, 3-4. and 3-5).

RUNWAY	OCS ANALYSIS TYPE
18L	OCS 5 (< 3/4sm Visibility Minimums)
18L	OCS 6 (Vertical Guidance Surface)
18L	OCS 7 (Departure Surface)
36R	OCS 5 (\geq 3/4sm Visibility Minimums)
36R	OCS 6 (Vertical Guidance Surface)
36R	OCS 7 (Departure Surface)
18R	OCS 5 (\geq 3/4sm Visibility Minimums)
18R	OCS 6 (Vertical Guidance Surface)
18R	OCS 7 (Departure Surface)
36L	OCS 5 (\geq 3/4sm Visibility Minimums)
36L	OCS 6 (Vertical Guidance Surface)
36L	OCS 7 (Departure Surface)

Part 77/OCS Collection Criteria

The obstruction-identification-surfaces, defined in the previous section, will be digitally referenced with the 3D Stereo Imagery. Utilizing the 3D imagery, trained technicians will visually examine all surfaces and collect X-Y-Z point data for objects meeting collection criteria. Collected data will then be mathematically analyzed against the surfaces using custom processes to produce a final dataset. Multiple Quality-Assurance processes are performed for obstruction data through the project life cycle to ensure accuracy and completeness. Data will be collected to fulfill the following criteria:

- 1) A single X-Y-Z point will be collected / analyzed for any manmade or natural object penetrating a surface. The point will be placed on the highest point of the object. The X-Y location will correspond to the horizontal position of the highest portion of the object, not necessarily the geometric center or middle of the object.
- 2) Occasionally with Obstruction Surveys, large group of trees or terrain (obstruction area) are found to penetrate a surface and it is not feasible or possible to collect each individual penetration. In these cases, the obstruction area will be outlined with a bounding polygon in order to represent the horizontal extents of the area. A grid will then be overlaid on the obstructing area. Within each grid sector, the highest object will be collected. Within the primary surface, the transitional surface, and within the first 5,000 feet of the approach surface, 100-foot grid spacing will be used. Within 10,000 feet of the approach surface, but outside 5,000 feet, 200-foot grid spacing will be used. 200-foot grid spacing will also be used within the horizontal surface. Within the conical surface, 500-foot grid spacing will be used.

Raw Obstacle Collection – AC-18B Vertically-Guided Approach Surface (OPTIONAL TASK)

In support of an Obstacle Action Plan (OAP), MTZ will complete raw obstacle data collection for each runway, beyond the reporting requirements of AC 150/5300-18B. The horizontal extents of the collection area are based on the dimensions of the AGIS/18B Vertically-Guided Obstruction Surfaces.

Within the AGIS/18B Vertically-Guided Approach Surface and within the Transitional Surfaces, MTZ will collect all prominent manmade and natural objects with no regards to penetration value. For manmade objects, all buildings, utility poles, antennas, towers, and prominent objects will be collected (small objects, such as mailboxes, posts, and utility boxes will be ignored). For vegetation, singular trees/shrubs will be collected to the extent possible/feasible. In large areas of dense vegetation, a bounding polygon will be drawn to show the extents of the area. When necessary to reduce data congestion, a 100-foot grid will be applied and the highest vegetation point within each grid-sector.

Deliverable Format for Obstacle Data

DELIVERABLE	DESCRIPTION
Shapefile and CAD File	These files will contain the following pieces of data: <ol style="list-style-type: none"> 1) Obstruction Surface Linework 2) Obstruction X-Y-Z Points 3) Obstruction Area Polygon (if applicable) 4) Obstruction Area Grid (if applicable)
Attributes will be included in the Shapefile as Object Data. For the CAD version, attributes will be provided in Spreadsheet Format and can be cross-referenced with the CAD file by Object Number.	Shapefiles will contain the following pieces of object data: <ul style="list-style-type: none"> • Object type • Northing / Easting / Elevation (MSL) • Latitude/Longitude • AGL Height (as able, for penetrating objects only) • Height-Above-Runway-End • Height-Above-Touchdown-Zone • Height-Above-Airport-Elevation • Distance-to-Runway-End • Distance-From-Runway-Centerline (and direction) • Penetration Value (if applicable) • Surface Affected & Slope (if applicable)

Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA A**. Mapping data will be compiled meeting the following specifications:

PLANIMETRIC DATA SCALE	1"=100' SCALE (CLASS II STANDARDS)
TOPOGRAPHIC DATA SCALE	2' CONTOUR INTERVAL (CLASS II STANDARDS)

MAPPING DELIVERABLE	FORMAT
PLANIMETRIC FILE	AUTOCAD (Other formats available upon request)
CONTOUR FILE	AUTOCAD (Other formats available upon request)
DIGITAL-TERRAIN-MODEL FILE	AUTOCAD (Other formats available upon request)

The CAD products defined above will be delivered directly to **Coffman** for the updating of ALP drawings.

Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate AGIS format. In terms of GIS-attributes, MTZ will be responsible for populating all geospatial-related and/or critical attributes required for upload. In general terms, the final AGIS file created by MTZ will include both Safety-Critical and Non-Safety-Critical Data. This includes the following:

1) SAFETY-CRITICAL

a. Airspace

AC-18B Feature	AC-18B Section
Obstacle	5.5.2
Obstruction Area (if applicable)	5.5.3
Obstruction ID Surface	5.5.4

b. Runway

AC-18B Feature	AC-18B Section
Runway End	5.4.26
Runway Profile Points	5.8.6
Centerline Perpendicular Points	5.8.3
Touchdown Zone Elevation	5.8.7
Airport Elevation	5.8.2

c. NAVAIDs

AC-18B Feature	AC-18B Section
Navigational Aids	All Applicable - Group 5.10

2) NON-SAFETY-CRITICAL

a. Planimetric

AC-18B Feature	AC-18B Section
Airfield	All Applicable - Group 5.4
Manmade Structures	All Applicable - Group 5.10
Surface Transportation	All Applicable - Group 5.13
Utilities	All Applicable - Group 5.14

b. Topographic

AC-18B Feature	AC-18B Section
Elevation Contour	5.8.10

Final GIS data will meet the following specifications:

GIS DATA-MODEL UTILIZED	FAA Airports-GIS (<i>AC 150/5300-18B, Chapter 5</i>)
GIS DELIVERY FORMAT	ArcGIS Shapefile

Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by Coffman, the FAA and NGS.

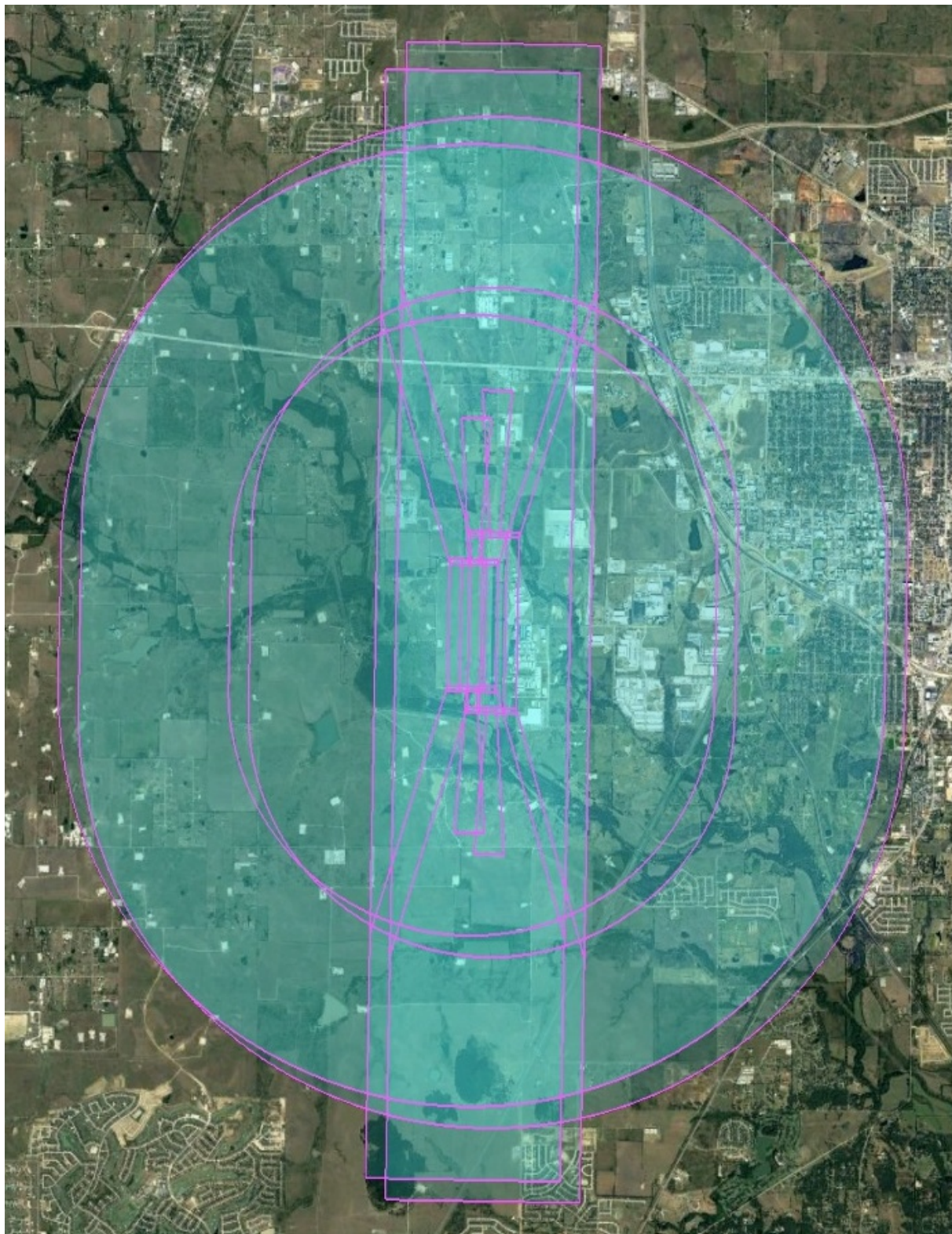
DELIVERABLE SUMMARY
1) Statement of Work Report (for FAA Airports-GIS approval)
2) Aerial Photography Acquisition Report (for FAA Airports-GIS approval)
3) Part 77 & AC-13B Obstacle-Clearance-Surface Obstruction/Penetration Data
4) Raw Obstacle Data (OPTIONAL TASK)
5) Digital Ortho Imagery of AREA C (0.50' Resolution)
6) Comprehensive FAA Airports-GIS Deliverable, consisting of: A) Safety Critical Data (Runway, NAVAID, and Airport Airspace Analysis Data) B) Non-Safety Critical Data (Planimetric & Topographic Mapping)
7) Final Report (for FAA Airports-GIS approval)

FEE SCHEDULE

It is understood that compensation for this project will be on a **LUMP SUM** basis. MTZ will invoice Coffman Associates monthly based on percent-complete of each work category below. The following is a proposed fee schedule based on major production processes/work category:

WORK CATEGORY	FEE
Project Management	\$ 7,046.72
Production Management	\$ 5,550.53
Imagery Acquisition / Flight Mission	\$ 10,974.00
Imagery Aero-Triangulation	\$ 5,637.95
Ortho Imagery Production (0.50' GSD)	\$ 8,672.50
Planimetric/Topographic Mapping – Airport Property	\$ 25,130.74
Airspace Analysis / Obstruction Survey	\$ 17,567.44
Data Edit / GIS Formatting / FAA Compliance	\$ 13,259.87
Field-Survey Services	\$33,766.30
TOTAL	\$ 127,606.05 (Call it \$127,606)
OPTIONAL TASK – Raw Obstacle Collection (in support of Obstacle Action Plan)	\$7,215.69
TOTAL w/Optional Task	\$134,821.74 (Call it \$134,821)

Airports-GIS Airspace Analysis



Magenta Polygons - 18B/Airports-GIS Obstruction Identification Surfaces (VG)
Cyan Shaded Area - 0.50' GSD Ortho Imagery Coverage



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



Planimetric & Topographic Mapping



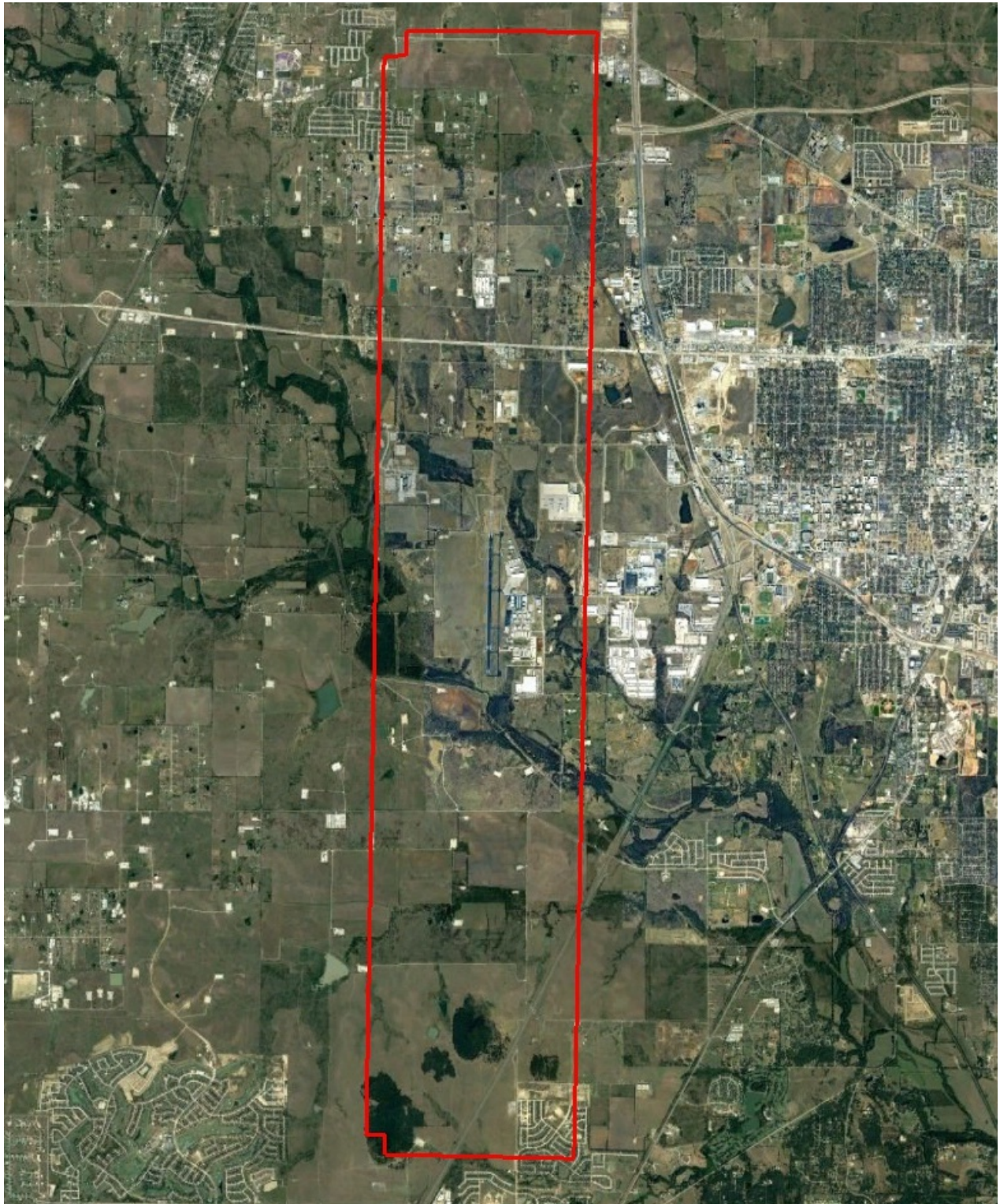
Red Polygon - Planimetric & Topographic Mapping Limit



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



Raw Obstacle Data Collection



Red Polygon - Raw Obstacle Collection Area



MTZ | Martinez Geospatial
2915 Waters Road Suite 100
Eagan, Minnesota 55121
Tel: 651.686.8424 Fax: 651.686.8389



EXHIBIT B - PROJECT COST Denton Enterprise Airport (DTO) Airport Master Plan							
		Coffman Associates (Hourly Rates)					
		Principal	Senior Professional	Professional	Technical/ Support	Total Labor	Expenses
		\$303	\$279	\$166	\$118		Total
ELEMENT 1 – STUDY INITIATION AND ORGANIZATION							
1.1	Study Design	4	4	8	8	\$4,600	\$0
1.2	Establish Planning Advisory Committee and Kick-Off Meeting	16	16	0	8	\$10,256	\$1,820
1.3	Develop Project Website	0	8	24	36	\$10,464	\$0
1.4	Project Management	16	80	60	12	\$38,544	\$0
Element 1 Subtotal		36	108	92	64	\$63,864	\$1,820
ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS							
2.1	Inventory Airport Facilities (On Site Visit Combined with Kick-off)	0	8	16	12	\$6,304	\$0
2.2	Inventory Air Traffic, and Airspace	0	8	24	12	\$7,632	\$0
2.3	Inventory Local Plans, Land Uses, and Demographic Data	0	8	16	8	\$5,832	\$0
2.4	Obtain Tabulated Wind Data	0	0	0	8	\$944	\$0
2.5	Environmental Inventory	0	0	24	8	\$4,928	\$0
Element 2 Subtotal		0	24	80	48	\$25,640	\$0
ELEMENT 3 - AVIATION DEMAND FORECASTS							
3.1	Review Regional Aviation and Socioeconomic Forecasts	4	8	8	8	\$5,716	\$0
3.2	Prepare Aviation Demand Forecasts	4	16	8	16	\$8,892	\$0
3.3	Identify Existing and Future Airport Design Critical Aircraft	4	16	8	8	\$7,948	\$0
3.4	Prepare Phase I Report (15 Copies with Workbooks)	4	8	8	16	\$6,660	\$1,500
3.5	Conduct PAC Meeting #2 and Public Workshop #1	16	16	0	16	\$11,200	\$4,220
3.6	Conduct Phase I City Council Meeting	16	16	0	8	\$10,256	\$1,820
Element 3 Subtotal		48	80	32	72	\$50,672	\$7,540
ELEMENT 4 - FACILITY REQUIREMENTS							
4.1	Establish Physical Planning Criteria	4	8	0	0	\$3,444	\$0
4.2	Determine Airfield Capacity and Delay	8	24	8	8	\$11,392	\$0
4.3	Prepare Airfield Facility Requirements	8	24	8	8	\$11,392	\$0
4.4	Prepare Landside Facility Requirements	8	24	8	8	\$11,392	\$0
Element 4 Subtotal		28	80	24	24	\$37,620	\$0
ELEMENT 5 - AIRPORT DEVELOPMENT ALTERNATIVES							
5.1	Establish Alternative Development Issues	4	8	8	16	\$6,660	\$0
5.2	Evaluate Potential Airside Alternatives	8	32	8	32	\$16,456	\$0
5.3	Identify Potential Landside Alternatives	8	24	24	24	\$15,936	\$0
5.4	Prepare Phase II Report (15 Copies)	8	32	0	32	\$15,128	\$1,500
5.5	Conduct PAC Meeting #3 and Public Workshop #2	16	16	0	16	\$11,200	\$4,220
Element 5 Subtotal		44	112	40	120	\$65,380	\$5,720
ELEMENT 6 - RECOMMENDED MASTER PLAN CONCEPT							
6.1	Recommended Master Plan Concept	4	24	8	24	\$12,068	\$0
6.2	Prepare Aircraft Noise Exposure Contours	4	16	64	24	\$19,132	\$0
6.3	Land Use Controls and Plans	4	16	8	12	\$8,420	\$0
6.4	Non-compatible Land Use Analysis	4	16	8	16	\$8,892	\$0
6.5	Land Use Management Techniques	4	16	8	12	\$8,420	\$0
6.6	Environmental Overview (NEPA)	4	24	24	16	\$13,780	\$0
6.7	Recycling Plan	0	16	24	16	\$10,336	\$0
Element 6 Subtotal		24	128	144	120	\$81,048	\$0
ELEMENT 7 - FINANCIAL MANAGEMENT AND DEVELOPMENT PROGRAM							
7.1	Prepare Airport Development Schedules and Cost Estimates	4	16	16	16	\$10,220	\$15,000
7.2	Prepare Capital Program and Financial Plan	0	16	8	8	\$6,736	\$0
7.3	Perform Financial Analysis	0	8	0	8	\$3,176	\$0
7.4	Prepare Phase III Report (15 Copies)	4	32	8	32	\$15,244	\$1,500
7.5	Conduct PAC Meeting #4 and Public Workshop #3	16	16	0	16	\$11,200	\$4,220
Element 7 Subtotal		24	88	32	80	\$46,576	\$20,720
ELEMENT 8 - GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND DATA COLLECTION SERVICES							
8.1	FAA Airports-GIS	0	16	24	24	\$11,280	\$0
8.2	ALP Data Collection and Part 77 Airspace Analyses	0	16	24	24	\$11,280	\$0
Element 8 Subtotal		0	32	48	48	\$22,560	\$0
ELEMENT 9 - AIRPORT LAYOUT PLANS							
9.1	Airport Layout Plan Drawing	8	8	16	160	\$26,192	\$0
9.2	Terminal Area Drawing(s)	0	0	8	24	\$4,160	\$0
9.3	Part 77, Approach and Inner Surface Plan Drawings	0	0	8	64	\$8,880	\$0
9.4	Departure Surface Drawings	0	0	8	16	\$3,216	\$0
9.5	Exhibit A - Airport Property Inventory Map (FAA SOP 3.0)	0	0	8	36	\$5,576	\$5,000
9.6	On-Airport Land Use Plan	0	0	8	16	\$3,216	\$0
9.7	Preparation of Draft ALP Drawing Set	0	0	8	24	\$4,160	\$800
9.8	Preparation of Final ALP Drawing Set	0	0	8	24	\$4,160	\$800
Element 9 Subtotal		8	8	72	364	\$59,560	\$6,600
ELEMENT 10 - FINAL REPORTS							
10.1	Prepare Draft Final Master Plan Reports (10 Copies)	4	16	24	32	\$13,436	\$3,000
10.2	Obtain Master Plan Approvals (On-site Presentation)	16	16	0	24	\$12,144	\$1,820
10.3	Prepare Final Master Plan Reports (10 Copies)	4	16	24	24	\$12,492	\$3,000
Element 10 Subtotal		24	48	48	80	\$38,072	\$7,820
ELEMENT 11 - OPTIONAL COMMERCIAL PASSENGER TERMINAL TASKS							
11.1	Commercial Passenger Terminal Facility Requirements	4	8	24	8	\$8,372	\$0
11.2	Commercial Passenger Terminal Alternatives	4	8	16	16	\$7,988	\$0
Element 11 Subtotal		8	16	40	24	\$16,360	\$0
COFFMAN ASSOCIATES PROJECT SUMMARY							
ELEMENT 1 - STUDY DESIGN AND ORGANIZATION		36	108	92	64	\$63,864	\$1,820
ELEMENT 2 - INVENTORY		0	24	80	48	\$25,640	\$0
ELEMENT 3 - FORECASTS		48	80	32	72	\$50,672	\$7,540
ELEMENT 4 - FACILITY REQUIREMENTS		28	80	24	24	\$37,620	\$0
ELEMENT 5 - ALTERNATIVES		44	112	40	120	\$65,380	\$5,720
ELEMENT 6 - RECOMMENDED MASTER PLAN CONCEPT		24	128	144	120	\$81,048	\$0
ELEMENT 7 - FINANCIAL PLAN		24	88	32	80	\$46,576	\$20,720
ELEMENT 8 - AERIAL MAPPING AND OBSTRUCTION DATA		0	32	48	48	\$22,560	\$0
ELEMENT 9 - ALP DRAWINGS		8	8	72	364	\$59,560	\$6,600
ELEMENT 10 - FINAL REPORTS		24	48	48	80	\$38,072	\$7,820
Coffman Associates, Inc. Subtotal		236	708	612	1,020	\$490,992	\$50,220
ELEMENT 11 - OPTIONAL COMMERCIAL PASSENGER TERMINAL TASKS		8	16	40	24	\$16,360	\$0
Coffman Associates, Inc. Total		244	724	652	1,044	\$507,352	\$50,220
ELEMENT 11 - SUBCONSULTANTS							
IAS/ACS Consulting - Tasks 7.2, 7.3							\$26,250
MTZ - Element 8							\$127,606
MTZ - Element 8 (Optional Task)							\$7,216
HubPoint Strategic Advisors - Tasks 3.2, 3.3, 4.4 (Optional Tasks)							\$70,000
Subconsultant Total							\$231,072
PROJECT TEAM TOTAL COSTS - EXCLUDING OPTIONAL TASKS							\$695,068
PROJECT TEAM TOTAL COSTS - WITH OPTIONAL TASKS							\$788,644

**EXHIBIT C
PROJECT SCHEDULE
DENTON ENTERPRISE AIRPORT
AIRPORT MASTER PLAN**

ELEMENT		MONTHS																	
	<i>Notice to Proceed</i>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Initiation																			
Inventory																			
Forecasts																			
Facility Requirements																			
Airport Alternatives																			
Master Plan Concept																			
Financial Plan																			
GIS/Data Collection Services																			
ALP Drawings																			
Final Review/Documentation																			
PAC Meetings		♦			♦				♦				♦						
Public Workshops					♦				♦				♦						
City Council Meetings/Approval					♦										♦				

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, _____, _____,
(Name) (Title)
with the _____ designates _____
(Sponsor Name) (Name, Title)
as the _____ authorized representative for the _____ project,
(Sponsor Name)
who shall have the authority to make approvals and disapprovals as required on behalf of
the _____.
(Sponsor Name)
_____, Texas
(Sponsor)

By: _____
(Signature)

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

*Physical/Overnight Address: _____

Telephone Number: _____

E-Mail Address: _____



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: AAB24-013, Version: 1

AGENDA CAPTION

Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Coffman Associates, Inc., amending the contract approved by Purchasing on July 26, 2023, in the not-to-exceed amount of \$15,000.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional objectives within the Scope of Work for the Airport Master Plan; providing for the expenditure of funds therefor; and providing an effective date (File 8133 - providing for an additional second amendment expenditure amount not-to-exceed \$788,644.00, with the total contract amount not-to-exceed \$874,894.00).



AGENDA INFORMATION SHEET

DEPARTMENT: Denton Enterprise Airport

ACM: Frank Dixon

DATE: March 20, 2024

SUBJECT

Receive a report, hold a discussion, and recommend adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a second amendment to a Professional Services Agreement between the City of Denton and Coffman Associates, Inc., amending the contract approved by Purchasing on July 26, 2023, in the not-to-exceed amount of \$15,000.00; amended by Amendment 1 approved by City Council; said second amendment to provide additional objectives within the Scope of Work for the Airport Master Plan; providing for the expenditure of funds therefor; and providing an effective date (File 8133 – providing for an additional second amendment expenditure amount not-to-exceed \$788,644.00, with the total contract amount not-to-exceed \$874,894.00).

INFORMATION/BACKGROUND

Growth of the Denton Enterprise Airport (“Airport”) in the last ten (10) years has resulted in the Airport being ranked 5th in the state and 59th in the country for operations (planes that land, and planes that take off from the Airport). The Airport Master Plan will create a 20-year outlook for the future of the airport, including strategic needs and opportunities. The plan will provide the City of Denton with a guide for future development and services that will satisfy aviation demands and be wholly compatible with the environment. Coffman Associates, Inc. (“Coffman”), was selected through a competitive process and will be completing the Airport Master Plan.

Required and generalized master planning objectives in the Scope of Services will include:

- To research factors likely to affect all air transportation demand segments at the Airport over the next twenty years including the development of forecasts of potential commercial, service, air cargo, general aviation operational, and basing demand.
- To determine the projected needs of airport users for the next twenty years, taking into consideration recent revisions to Federal Aviation Administration (FAA) design standards and the airport’s conformance requirements, global positioning system (GPS) approaches or other new technology, commercial passenger and cargo trends, and the impact of general aviation fleet transition on design standards.
- To recommend improvements that will enhance the landside area’s ability to satisfy future aviation needs taking into consideration the potential for commercial passenger service, air cargo, advanced air mobility (AAM), and general aviation needs.

- To analyze the existing airfield system to determine the existing and ultimate runway lengths required to satisfy the airport's critical aircraft. This analysis will include future improvements necessary to aid in supporting forecast demand.
- To produce accurate base maps of existing and proposed facilities and updated Airport Layout Plan (ALP) drawings consistent with the FAA's Standard Operating Procedure sub-consultant contract agreements.
- Perform monthly budget invoicing and contract management.
- Provide general ongoing project coordination with airport/city staff. This task does not include any on-site meetings with staff but could include video, phone, or other distance meeting options.
- Provide general ongoing project coordination with the project management of sub-consultants.

Denton Enterprise Airport is receiving a grant through the FAA under the Infrastructure Investment and Jobs Act of 2021 (IIJA). This grant program authorizes \$1.2 trillion for transportation and infrastructure spending, with the Airport receiving grant allocations over 5 years, beginning in 2022. The Airport will be utilizing its 2022 IIJA funding of \$763,000 for the project, under which the grant will fund 90% of the Master Plan project cost, with the City providing the remaining 10%. The Texas Department of Transportation (TxDOT) will receive the funds from the FAA and administer reimbursement of the 90% grant funding directly to the City. The use of the IIJA grant requires the City to first provide full payment on a monthly basis and receive a reimbursement within 30 days of notification of the City's payment.

Because the City must first submit payment before receiving reimbursement (which is different compared with the typical grant process), the Council must authorize the expenditure of the full amount, though 90% of that amount will be reimbursed to the City.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On December 6, 2023, the Airport Advisory Board recommended approval of the first amendment (6-0).

On December 12, 2023, City Council approved Amendment No. 1 with Coffman Associates, Inc., in the not-to-exceed amount of \$71,250, for a total not-to-exceed amount of \$86,250. (Ordinance 23-2350).

RECOMMENDATION

Award Amendment No. 2 with Coffman Associates, Inc., to provide additional objectives within the Scope of Work for the Airport Master Plan, in a not-to-exceed amount of \$788,644, for a total amended contract amount of \$874,894.

PRINCIPAL PLACE OF BUSINESS

Coffman Associates, Inc.
Kansas City, KS

ESTIMATED SCHEDULE OF PROJECT

The proposed scope of services and work plan is eighteen (18) months.

FISCAL INFORMATION

This funding is available in the Airport Enterprise Fund project account 200082565.10100. The FAA IIJA Grant will reimburse the Airport \$709,779.60, making the final cost to the Airport \$78,864.40. The funds will not impact the Airport Operating fund balance.

EXHIBITS

Exhibit 1: Agenda Information Sheet

Respectfully submitted:
Leanne Alexander, A.C.E.
Airport Analyst



City of Denton

City Hall
215 E. McKinney St.
Denton, Texas 76201
www.cityofdenton.com

Legislation Text

File #: AAB24-012, **Version:** 1

AGENDA CAPTION

Staff Reports:

1. Monthly Operations Report - March 2024
2. Monthly Construction Report - March 2024
3. Airport Advisory Board-City Council Airport Related Items Matrix - March 2024

MONTHLY OPERATIONS REPORT

March 2024

The following tables provide details on operations, fueling, based aircraft, alerts, incidents, and wildlife management efforts. Historical Airport Operations, **Exhibit 1**, and Historical Fuel Flowage, **Exhibit 2**, provides airport historical operations and fuel flowage data from 2014-2024.

OPERATIONS (Calendar Year)						
Operation Type	Feb-23	Feb-24	% Change	2023 YTD	2024 YTD	% Change
IFR Itinerant	653	860	31.7%	1,298	1,666	28.4%
VFR Itinerant	5,137	8,623	67.9%	10,654	14,383	35.0%
Local	7,428	11,436	54.0%	15,080	19,488	29.2%
Total	13,218	20,919	58.3%	27,032	35,537	31.5%

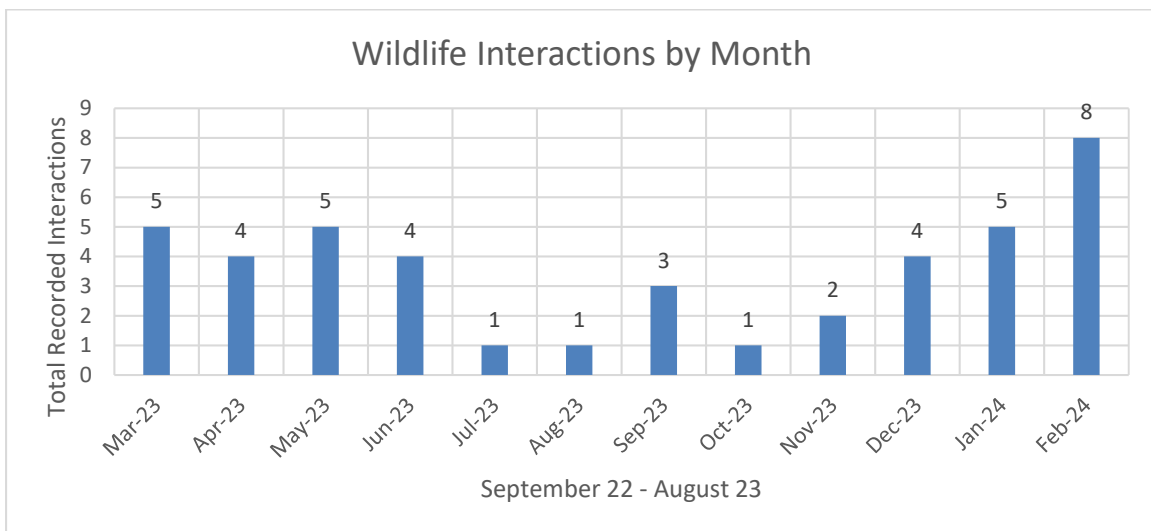
FUELING (Fiscal Year)						
Type	Jan-23	Jan-24	% Change	2023 YTD	2024 YTD	% Change
AvGas	33,805	35,531	5.1%	144,711	153,618	6.2%
Jet A	111,398	104,469	-6.2%	501,703	405,875	-19.1%
Total	145,193	140,000	-3.6%	646,414	559,493	-13.4%

BASED AIRCRAFT					
Description	Single Engine	Multi Engine	Jet	Helicopter	Total
Dec 2023	309	62	34	15	420
Dec 2022	321	79	38	14	452
Dec 2021	305	73	37	10	425

Monthly Operations Report
March 2024
Page 2

ALERTS		
Date	Type	Description
N/A		

INCIDENTS	
Date	Description
03/02/2024	A Cessna 172 had a flat tire upon landing on RWY 18L. They were able to taxi clear at A3 and aircraft was towed back to parking without further incident.
03/01/2024	A Cessna 172 was taxiing on Hotel (non-movement area) when it clipped the wing of a King Air that was hanging over the taxiway. Officials from both companies were dispatched to the area to assess the damage. It appeared that both aircraft sustained very minor damage, but both will be looked at further by the respective owners/maintenance companies.
02/15/2024	A Cessna 172 had brake issues at the A1 runup. The pilots were eventually able to fix the problem and taxied back to parking under their own power.
02/13/2024	A Cessna 152 had a flat nose wheel at the A1 runup. The aircraft was towed back to parking without further incident.
02/07/2024	A camera crew was taking pictures of an aircraft on the ramp South of Taxilane Foxtrot when one of them stepped over the movement line and on to taxiway Bravo. Airport Ops arrived quickly thereafter and reminded them to remain clear of the area. They were able to continue without further incident.
02/06/2024	An aircraft had a flat nose wheel on Taxiway Alpha between A4 and A3. The aircraft was towed to parking without further incident.



EXHIBITS

1. Historical Airport Operations 2014-2024 (Attached)
2. Historical Fuel Flowage 2014-2024 (Attached)
3. VirTower Stats (Attached)
4. Airport State and National Ranking (Attached)

DENTON ENTERPRISE AIRPORT HISTORICAL OPERATIONS

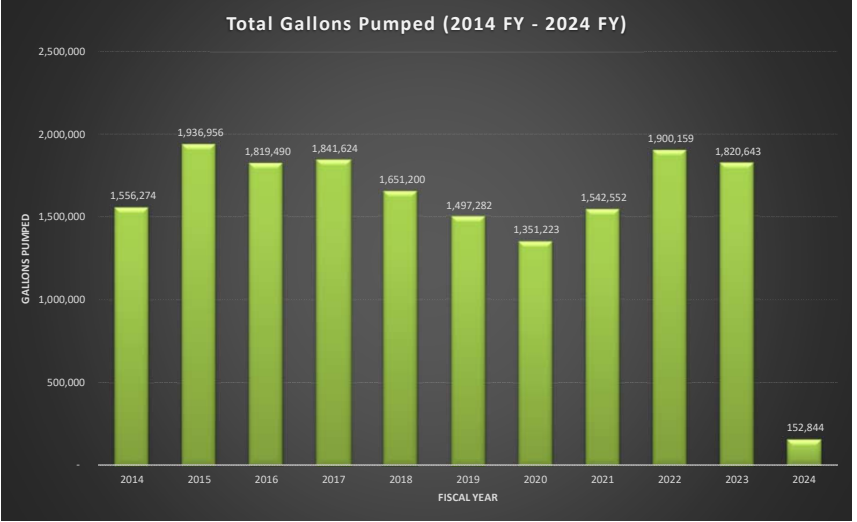
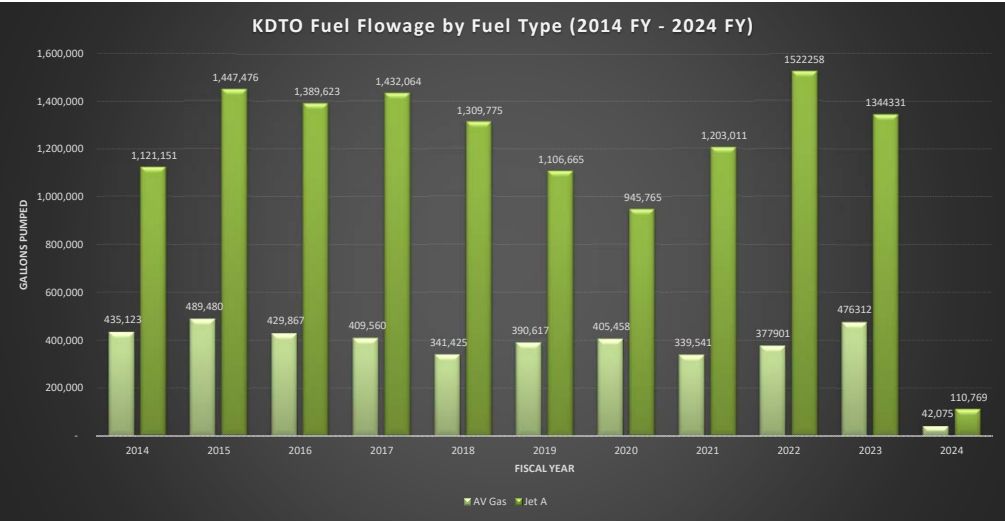
Month:	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JAN	11019	14419	12074	11070	13036	12323	9830	9138	14030	13814	14618
FEB	10023	10891	12530	9300	7899	9307	11704	6697	10469	13218	20919
MARCH	13929	12886	9240	10846	10659	13074	10055	12423	12719	15134	
APRIL	14788	12816	10226	9390	11314	11709	12090	10631	13601	14993	
MAY	16140	12431	11958	11914	14854	11172	12690	10704	9902	19470	
JUNE	12949	15308	11962	10342	12521	12468	11282	11519	15321	18549	
JULY	14912	17359	13190	11162	13553	11718	14274	14124	15936	19931	
AUG	13558	18143	11461	10514	14888	10392	13076	12868	17597	21408	
SEP	13485	14665	13523	11010	11477	12176	10911	13672	20217	20484	
OCT	14334	13208	13021	10870	13682	11444	11445	12837	17794	18362	
NOV	10974	10906	9195	10249	13276	11367	10508	12482	14415	18860	
DEC	11228	12020	9166	10899	11539	11379	10296	12051	14217	17977	
Total:	157339	165052	137546	127566	148698	138529	138161	139146	176218	212200	35537



Denton Enterprise Airport Fuel Flowage Data (2014 FY - 2024 FY)

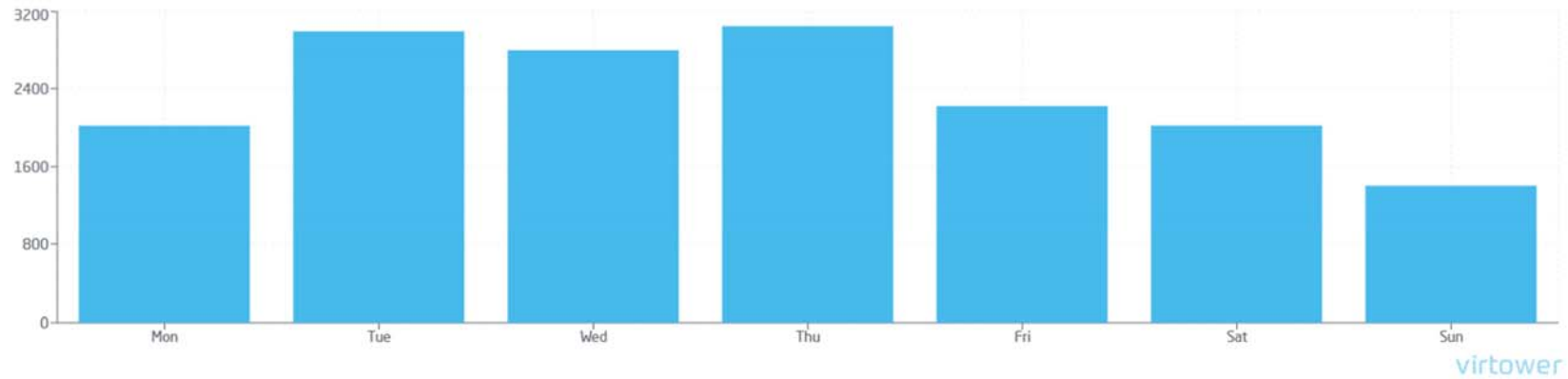
All numbers below represent U.S. Gallons

Month:	2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		TOTAL
	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	AV Gas	Jet A	4,248,902.00
OCT	39932	127358	53341	123699	39858	115108	38343	132214	20728	143240	28452	107670	35715	105460	35631	105141	24214	116562	61611	148500	42075	110769	
NOV	32122	84320	32093	106167	39713	129726	39407	138470	18427	146159	30973	99147	31868	83005	47812	106976	27892	132701	27105	100558	42283	102797	
DEC	29433	69454	32056	110117	28155	117665	23553	93974	32083	127691	39148	92592	24587	82387	32267	83953	28292	156521	22190	141247	33729	87840	
JAN	28150	94086	40413	118367	36273	92626	31290	123841	24219	106326	32119	82476	24087	83957	20584	77349	24027	119289	33805	111388	35531	104469	
FEB	31420	66208	40164	112469	33050	108927	27317	84073	20027	75550	24939	91478	31991	75548	23864	69928	24010	95155	32407	111078			
MAR	36387	94939	31828	164541	51459	118085	30972	114433	31988	106609	27799	98979	23853	60237	15971	116035	40014	142974	37711	123210			
APR	37600	81605	33813	158634	24972	133206	43548	97103	27769	96351	39613	90424	38629	29912	32354	99894	27734	138601	45444	110233			
MAY	42651	91438	35104	94632	27625	95236	39425	134854	31356	105264	27412	96991	31549	66916	19685	123164	31730	125991	32605	102672			
JUN	31482	83118	51039	122798	30860	116535	31497	112690	21686	122843	38995	81278	46965	81254	32022	106194	35282	118103	41080	113687			
JUL	51198	106097	52136	114103	51458	125261	28923	112760	39119	99127	42974	95958	39210	89037	24034	114757	33155	102139	40445	93023			13,227,994.00
AUG	36820	98847	47872	105756	31362	91756	35349	142080	42546	97711	26962	88429	38512	97331	27912	106957	40165	140596	57089	78284			
SEP	37928	123681	39621	116193	35082	145492	39936	145572	31477	82904	31231	81243	38492	90721	27405	92663	41386	133626	44820	110451			
Total:	435123	1121151	489480	1447476	429867	1389623	409560	1432064	341425	1309775	390617	1106665	405458	945765	339541	1203011	377901	1522258	476312	1344331	153618	405875	
	1556274		1936956		1819490		1841624		1651200		1497282		1351223		1542552		1900159		1820643		559493		17,476,896



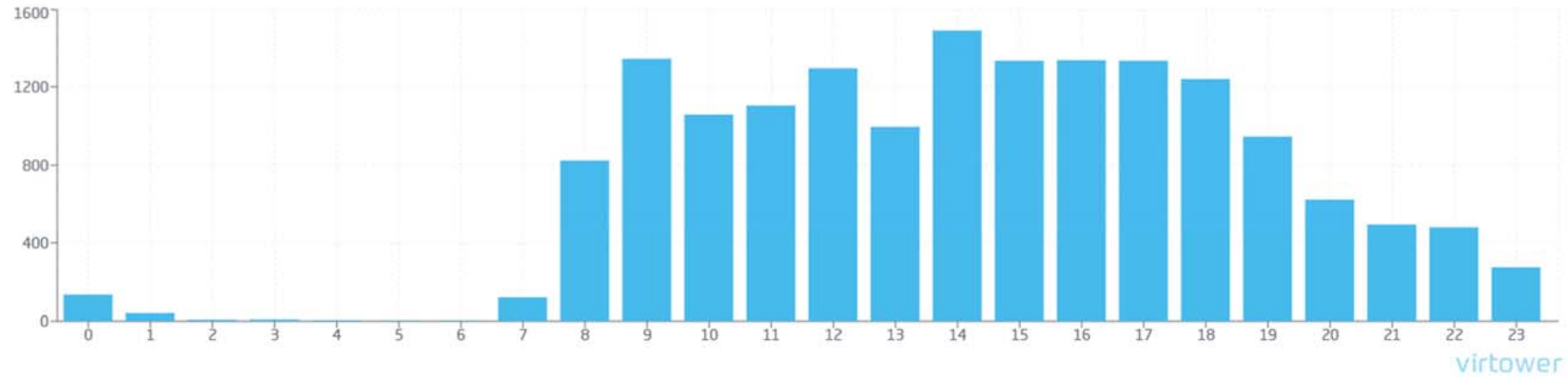
Operations by Day of Week

KDTP 02/01/2024 0:00 > 02/29/2024 23:59 LT



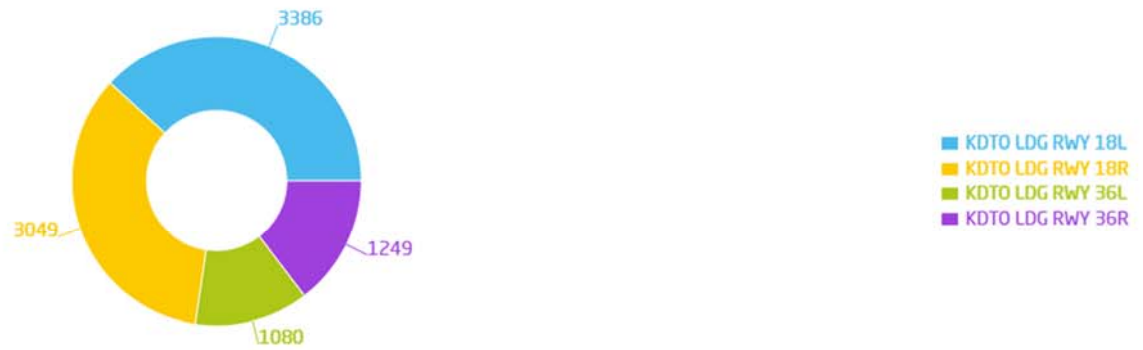
Operations per Hour (Landings & Takeoffs)

KDTP 02/01/2024 0:00 > 02/29/2024 23:59 LT



Landings per Runway

KD TO 02/01/2024 0:00 > 02/29/2024 23:59 LT



virtower

Operations Based vs Visiting

KD TO 02/01/2024 0:00 > 02/29/2024 23:59 LT



virtower

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024 | State=TX
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
1	DFW	54,560	1,100	334	13	56,007	0	0	0	56,007
2	IAH	28,987	4,318	614	7	33,926	0	0	0	33,926
3	AUS	14,463	1,877	3,014	362	19,716	0	0	0	19,716
4	DAL	11,864	4,072	3,667	72	19,675	0	0	0	19,675
5	HOU	9,844	2,701	4,164	33	16,742	0	0	0	16,742
6	FTW	14	826	5,229	154	6,223	9,777	292	10,069	16,292
7	DTO	1	120	6,443	2	6,566	7,715	0	7,715	14,281
8	SAT	7,862	1,719	3,273	267	13,121	0	0	0	13,121
9	DWH	0	310	4,607	223	5,140	6,546	53	6,599	11,739
10	TKI	0	1,417	2,369	8	3,794	5,429	0	5,429	9,223
11	GTU	0	39	4,868	5	4,912	3,908	4	3,912	8,824
12	ADS	5	3,142	5,004	14	8,165	112	0	112	8,277
13	GKY	3	64	3,363	3	3,433	4,434	2	4,436	7,869
14	ELP	3,444	1,308	1,809	631	7,192	462	202	664	7,856
15	CXO	0	147	5,239	61	5,447	2,078	14	2,092	7,539
16	AFW	1,377	665	2,298	780	5,120	2,132	146	2,278	7,398
17	SJT	132	200	2,725	833	3,890	1,895	1,138	3,033	6,923
18	SSF	0	255	2,516	256	3,027	3,488	38	3,526	6,553
19	HQZ	0	38	1,739	3	1,780	4,586	4	4,590	6,370

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024 | State=TX
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
20	ACT	171	461	2,412	357	3,401	2,568	38	2,606	6,007
21	RBD	0	30	3,078	9	3,117	2,844	2	2,846	5,963
22	LBB	1,119	1,076	1,900	286	4,381	1,003	276	1,279	5,660
23	GPM	0	4	2,613	2	2,619	3,034	0	3,034	5,653
24	HYI	0	134	2,790	16	2,940	2,662	16	2,678	5,618
25	FWS	0	196	1,925	4	2,125	3,342	0	3,342	5,467
26	SGR	0	718	2,894	6	3,618	1,640	0	1,640	5,258
27	CRP	792	562	1,104	2,738	5,196	0	0	0	5,196
28	BAZ	0	87	2,028	187	2,302	2,484	232	2,716	5,018
29	MAF	1,442	727	1,515	647	4,331	148	411	559	4,890
30	MFE	687	280	2,076	263	3,306	1,107	38	1,145	4,451
31	CLL	153	332	2,147	490	3,122	816	176	992	4,114
32	GGG	99	597	1,517	184	2,397	1,479	124	1,603	4,000
33	GYI	0	122	1,833	67	2,022	1,852	76	1,928	3,950
34	LRD	654	906	1,358	213	3,131	86	250	336	3,467
35	VCT	0	200	444	829	1,473	164	1,810	1,974	3,447
36	HRL	1,022	130	588	294	2,034	264	1,044	1,308	3,342
37	CNW	0	25	795	210	1,030	1,930	378	2,308	3,338
38	ABI	327	289	1,046	545	2,207	538	260	798	3,005

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024 | State=TX
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
39	AMA	699	522	561	373	2,155	154	334	488	2,643
40	GLS	0	441	1,131	64	1,636	796	48	844	2,480
41	BRO	356	315	828	310	1,809	362	112	474	2,283
42	TYR	133	273	1,371	11	1,788	478	0	478	2,266
43	BPT	95	108	787	57	1,047	0	0	0	1,047
Total:		140,305	32,853	102,016	11,889	287,063	82,313	7,518	89,831	376,894

Report created on Fri Mar 8 10:46:23 EST 2024
Sources: Air Traffic Activity System (ATADS)
[Show data notices.](#)

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
1	ATL	60,441	711	443	15	61,610	0	0	0	61,610
2	DFW	54,560	1,100	334	13	56,007	0	0	0	56,007
3	ORD	45,117	8,548	248	2	53,915	0	0	0	53,915
4	DEN	46,211	6,458	196	4	52,869	0	0	0	52,869
5	LAS	32,181	10,435	3,064	783	46,463	0	0	0	46,463
6	LAX	42,792	1,820	1,088	45	45,745	0	0	0	45,745
7	MIA	40,654	2,414	1,348	60	44,476	0	0	0	44,476
8	CLT	35,898	6,806	1,710	53	44,467	0	0	0	44,467
9	PHX	33,852	2,840	1,977	270	38,939	0	0	0	38,939
10	MCO	33,797	1,408	1,282	11	36,498	0	0	0	36,498
11	JFK	34,766	389	815	10	35,980	0	0	0	35,980
12	IAH	28,987	4,318	614	7	33,926	0	0	0	33,926
13	FFZ	1	5,611	7,188	80	12,880	20,735	0	20,735	33,615
14	EWR	30,961	725	844	8	32,538	0	0	0	32,538
15	DVT	2	5,714	5,122	8	10,846	20,489	99	20,588	31,434
16	SEA	29,151	327	68	0	29,546	0	0	0	29,546
17	SFO	26,064	2,105	685	196	29,050	0	0	0	29,050
18	FLL	22,135	3,013	3,362	123	28,633	0	0	0	28,633
19	MYF	0	474	9,240	113	9,827	18,248	18	18,266	28,093
20	BOS	23,991	3,428	490	17	27,926	0	0	0	27,926

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
21	SLC	20,157	3,630	3,474	276	27,537	0	0	0	27,537
22	LGA	26,858	384	212	9	27,463	0	0	0	27,463
23	LGB	3,009	936	8,646	26	12,617	14,709	0	14,709	27,326
24	HNL	14,081	6,706	4,195	1,424	26,406	0	0	0	26,406
25	SNA	7,781	2,101	8,044	21	17,947	8,428	8	8,436	26,383
26	APA	0	4,092	8,050	304	12,446	13,881	2	13,883	26,329
27	MSP	23,462	1,224	535	142	25,363	0	0	0	25,363
28	HWO	0	304	6,451	0	6,755	18,589	0	18,589	25,344
29	SFB	1,560	6,754	2,858	81	11,253	14,057	8	14,065	25,318
30	DAB	433	13,925	3,426	57	17,841	6,108	0	6,108	23,949
31	DCA	23,097	151	133	171	23,552	0	0	0	23,552
32	PRC	0	4,542	2,952	92	7,586	15,762	27	15,789	23,375
33	IWA	1,121	6,198	1,961	205	9,485	13,488	190	13,678	23,163
34	TMB	5	542	10,697	27	11,271	11,094	0	11,094	22,365
35	VNY	4	2,982	9,414	28	12,428	9,858	2	9,860	22,288
36	PHL	16,788	4,648	732	13	22,181	0	0	0	22,181
37	DTW	21,188	378	331	1	21,898	0	0	0	21,898
38	VRB	153	5,684	4,596	19	10,452	10,927	1	10,928	21,380
39	IAD	14,242	4,429	1,835	36	20,542	0	0	0	20,542

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
40	TPA	15,491	2,006	2,261	83	19,841	0	0	0	19,841
41	AUS	14,463	1,877	3,014	362	19,716	0	0	0	19,716
42	DAL	11,864	4,072	3,667	72	19,675	0	0	0	19,675
43	BJC	1	1,633	7,570	85	9,289	10,323	56	10,379	19,668
44	VGT	0	1,724	5,925	118	7,767	11,587	295	11,882	19,649
45	CNO	5	71	5,236	139	5,451	14,042	71	14,113	19,564
46	CHD	0	2,154	4,709	6	6,869	12,502	0	12,502	19,371
47	BNA	14,840	2,102	2,151	195	19,288	0	0	0	19,288
48	BWI	16,340	1,151	674	75	18,240	0	0	0	18,240
49	GYR	7	6,212	2,569	40	8,828	9,051	0	9,051	17,879
50	PBI	6,047	5,472	5,689	180	17,388	4	0	4	17,392
51	CRG	0	192	7,685	165	8,042	9,198	0	9,198	17,240
52	ANC	9,892	4,394	1,836	624	16,746	352	0	352	17,098
53	OAK	8,818	2,118	2,186	26	13,148	3,582	16	3,598	16,746
54	HOU	9,844	2,701	4,164	33	16,742	0	0	0	16,742
55	SAN	14,671	1,148	712	81	16,612	0	0	0	16,612
56	FTW	14	826	5,229	154	6,223	9,777	292	10,069	16,292
57	MEM	13,716	936	1,122	79	15,853	0	0	0	15,853
58	FMY	0	363	8,937	2	9,302	6,525	0	6,525	15,827

ATADS : Airport Operations : Ranking Report

From 01/01/2024 To 01/31/2024
Ranked by : Total Operations

#	Facility	Itinerant					Local			Total Operations
		Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	
59	GFK	213	5,734	643	2	6,592	9,201	0	9,201	15,793
60	FIN	0	18	4,590	13	4,621	10,996	64	11,060	15,681
61	SJU	7,868	5,963	1,532	101	15,464	33	2	35	15,499
62	SEE	0	17	5,336	72	5,425	9,846	0	9,846	15,271
63	ORL	0	1,127	6,267	4	7,398	7,624	1	7,625	15,023
64	RVS	0	3,323	2,470	10	5,803	9,212	0	9,212	15,015
65	COS	1,719	1,349	3,433	1,085	7,586	6,278	864	7,142	14,728
66	MDW	11,499	1,903	1,245	12	14,659	0	0	0	14,659
67	RDU	9,746	1,722	2,748	299	14,515	36	36	72	14,587
68	CMA	1	239	6,568	24	6,832	7,632	1	7,633	14,465
69	DTO	1	120	6,443	2	6,566	7,715	0	7,715	14,281
70	FXE	4	2,364	9,488	39	11,895	2,342	0	2,342	14,237
71	EVB	0	9	4,878	6	4,893	9,251	0	9,251	14,144
72	SRQ	3,348	1,458	6,434	183	11,423	2,665	16	2,681	14,104
73	OPF	28	2,838	7,583	387	10,836	3,122	117	3,239	14,075
74	SDL	4	5,410	5,872	29	11,315	2,699	0	2,699	14,014
75	PMP	0	35	4,848	1	4,884	8,614	0	8,614	13,498
76	PIE	1,160	1,952	3,716	509	7,337	5,688	176	5,864	13,201
77	SAT	7,862	1,719	3,273	267	13,121	0	0	0	13,121

MONTHLY CONSTRUCTION REPORT

March 2024

The following provides a status update on the capital improvement projects that are in progress at the Airport:

Fire Station 9 (Status Unchanged)

- I. Major Project Cost & Schedule Risks
 - A. The project continues to have a low risk profile.
- II. Achievements
 - ✓Started Metal Panel Install
 - ✓Started Pulling Wire for Electrical
 - ✓Poured Concrete Ceiling
 - ✓Started Restroom Ceiling
 - ✓Continued OH MEP
 - ✓Finished Misc. Concrete
- III. Milestones
 - Substantial Completion : June 19, 2024
 - Fully Operational : Q3 2024
 - *Fully Operational vs. Substantial Completion = FF&E Installation, Startup, Training & Move-in*

Rwy 18L-36R Reconstruction (Status Updated)

A presentation will be made by the project engineer (Garver)

The scope of this project includes phased for subgrade, line-of-sight, and runway lighting. The southern end of the runway is experiencing significant subgrade issues resulting in the need for a full-depth repair of approximately 1,200 feet. The line-of-sight issue between runway ends is being corrected by lowering the center portion of the runway by approximately 2 feet. This effort will also include reconstruction of several taxiway stubs. This project will also include the replacement of the runway lights with LED lighting and new cabling, along with LED PAPIs. Lastly, the northern end of the runway will either get a mill and overlay or crack and seal coat, along with complete runway markings for the entire runway.

The project is anticipated to begin in April 2024, with a multi-phase schedule. Phase I will include a short closure of the runway to install a temporary Alpha 6 connector. Phase II will start thereafter which will result in the southern end of the runway being closed and providing a 5,200-foot runway remaining for use. Phase III, anticipated to begin in

July 2024, will result in the full runway closure for approximately 45 days to complete the center portion of the runway. The remaining phasing will include runway lighting and PAPI installation during nighttime closures.

Airport Advisory Board/City Council Airport Related Items **Council Airport Committee – Dissolved 09/28/2021 ***Legal Review				
	Airport Advisory Board		City Council	
Description	Date	Action	Date	Action
Pending Items				
Roanoke Air and Auto, Inc – Lease Agreement	03/20/2024	Pending	04/02/2024	Pending
Airport Financial Update	03/20/2024	Work Session	N/A	N/A
Airport Master Plan	03/20/2024	Pending	04/02/2024	Pending
Airport Financial Analysis	06/12/2024	Pending	06/18/2024	Work Session
US Trinity Aviation, LLC – Lease Agreement	Pending	Pending	Pending	Pending
Chapter 3 Amendment	Pending	Pending	Pending	Pending
Completed Items with Airport Advisory Board and City Council				
Hangar 10 Flying Museum – Lease Assignment	02/14/2024	Approved 6-0	02/20/2024	Approved 7-0
GKY Holdings 1, LLC – Lease Amendment	12/06/2023	Approved 4-0	12/12/2023	Approved 6-0
Financial Analysis	12/06/2023	Approved 4-0	12/12/2023	Approved 6-0
Nebrig Properties, LP – Lease Assignment	12/06/2023	Approved 4-0	12/12/2023	Approved 6-0
TxDOT – Primary Runway Reconstruction Project	10/11/2023	Approved 4-0	10/24/2023	Approved 6-0
Victory Aviation Supplies, LLC – Consent to Subsublease	09/13/2023	Approved 4-0	09/26/2023	Approved 7-0
Ronald J. Gowan – Lease Assignment	09/13/2023	Approved 4-0	09/26/2023	Approved 7-0
Petersen Hangars, LLC – Lease Assignment	09/13/2023	Approved 4-0	09/26/2023	Approved 7-0
Dave Austin – Lease Assignment	08/09/2023	Approved 5-0	08/15/2023	Approved 7-0
DTO 4858, LLC – Lease Assignment	08/09/2023	Approved 5-0	08/15/2023	Approved 7-0
US Trinity – Lease Assignment	02/23/2023	Approved 4-0	03/07/2023	Approved 6-0
TxDOT – Runway Rehabilitation Project	12/14/2022	Approved 7-0	1/10/2023	Approved 5-0
THP Air, LLC – Lease Amendment	12/14/2022	Approved 7-0	1/10/2023	Approved 5-0
Sykes-Vaughan Investments, LLC – Lease Assignment x 6	11/9/2022	Approved 6-0	12/15/2022	Approved 7-0
Airport Rates and Fees Schedule	9/14/2022	Approved 5-0	9/27/2022	Approved 7-0

Airport Advisory Board/City Council Airport Related Items **Council Airport Committee – Dissolved 09/28/2021 ***Legal Review				
Description	Airport Advisory Board		City Council	
	Date	Action	Date	Action
3KAM Real Estate, LLC – Lease Assignment	6/08/2022	Approved 4-0	6/28/2022	Approved 7-0
Willowbend Development, LLC – Consent to Assignment of Sublease	5/11/2022	Approved 5-0	5/17/2022	Approved 7-0
Pedron Aircraft Works – Lease Assignment	5/11/2022	Approved 5-0	5/17/2022	Approved 7-0
Ezell Aviation, Inc– Consent to Sublease (CFD Integration, LLC)	5/11/2022	Approved 5-0	5/17/2022	Approved 7-0
Ezell Aviation, Inc– Consent to Sublease (DSR-Cherokee 180, LLC)	5/11/2022	Approved 5-0	5/17/2022	Approved 7-0
Ezell Aviation, Inc– Consent to Sublease (Precision Aircraft Maintenance)	5/11/2022	Approved 5-0	5/17/2022	Approved 7-0
Airport Tower Operations Agreement	3/9/2022	Approved 4-0	3/22/2022	Approved 7-0
Airport Outer Marker Lease	3/9/2022	Approved 4-0	3/22/2022	Approved 7-0



City of Denton

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Legislation Text

File #: AAB24-008, **Version:** 1

AGENDA CAPTION

Receive a report and hold a discussion regarding an update on the Airport Fund and Airport finances.



City of Denton

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AGENDA INFORMATION SHEET

DEPARTMENT: Denton Enterprise Airport

ACM: Frank Dixon

DATE: March 20, 2024

SUBJECT

Receive a report and hold a discussion regarding an update on the Airport Fund and Airport finances.

BACKGROUND

The City of Denton Finance Department will provide an update on the state of the Airport Fund and a general overview of airport finances including key revenues and expenditures. Additionally, the overall health of the Fund will be presented, including the impacts of gas well revenues and debt. The Finance Department will also provide an outlook for the Fund.

This discussion is important within the context of the Airport Financial Analysis, which is currently in process.

EXHIBITS

1. Agenda Information Sheet
2. Presentation (will be provided at meeting)

Respectfully submitted:
Leanne Alexander, A.C.E.
Airport Analyst