



GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

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May 2, 2014

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, May 8, 2014, in the Greater Texoma Utility Authority conference room, 5100 Airport Drive, Denison, Texas 75020 is as follows:

1. Call To Order. * ** ***
2. Consideration of approval of Minutes of April 3, 2014, Board Meeting.
3. Ethics Training presented by Locke Lord LLP.
4. Consideration of approval of a License Agreement between the North Texas Regional Airport and Chapter 24, International Aerobatic Club, Inc., a Texas non-profit Corporation, for the Lone Star Aerobatic Championship in June 2014.
5. Consideration of approval of a License Agreement between the North Texas Regional Airport and the International Aerobatic Club, Inc., a Wisconsin Corporation, to conduct the 2014 U.S. National Aerobatic Championships.
6. Consideration of approval to authorize TxDOT to enter into a work authorization contract with Brown & Gay Engineers to prepare a Routing Study, Environmental Documentation, Schematic Design, and Right-of-Way Mapping for the proposed FM 121 Relief Route around the City of Gunter, Texas, utilizing Grayson County Tollway Study funding.
7. Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News
8. Recess for Executive Session pursuant to Chapter 551, Subchapter D, Texas Government Code:
Pursuant to Texas Government Code, Sections 551.087 the Board of Directors may adjourn into closed Executive Session to discuss:
 - A. Deliberation Regarding Economic Development Matters – pursuant to Section 551.087, the Board of Directors may deliberate regarding commercial or financial information received from a business prospect with which the authority is conducting economic development negotiations and to discuss the offer of financial or other incentives to a business prospect.
9. Reconvene Regular Session; Action on Executive Session Items:
10. Public Comments.

11. Adjourn.

PUBLIC COMMENT PERIOD – At the conclusion of all other agenda items, the Grayson County Regional Mobility Authority Board (GCRMA) will allow for a public comment, not to exceed fifteen minutes, to receive public comment on any other matter that is under the jurisdiction of the RMA. No action will be taken. Each speaker will be allowed a maximum of three minutes. Speakers must be signed up prior to the beginning of the public comment period.

If you plan to attend this Meeting, and you have a disability that requires special arrangements, please contact the Administration Office at 903-786-2904 within 24 hours of the Meeting and reasonable accommodations will be made to assist you.

* Members of Commissioners Court may be attending this meeting.

** The Board may vote and/or act upon each of the items listed in this Agenda.

*** The Board reserves the right to retire into Executive Session concerning any of the items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act.



NORTH TEXAS REGIONAL AIRPORT

www.northtexasregionalairport.com

RMA BOARD AGENDA

ITEM NUMBER: Two
MEETING DATE: 05-08-14

ITEM TITLE: Consideration of approval of Minutes of April 3, 2014, Board Meeting

SUBMITTED BY: Terry Morrow, Administrative Assistant

DATE SUBMITTED: May 2, 2014

SUMMARY:

Minutes of the April 3, 2014, RMA Board of Directors Meetings as transcribed from recorded tape.

ATTACHMENTS (LIST)

Minutes

ALTERNATIVES/RECOMMENDATIONS:

Approve minutes with changes, if any

**GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS MEETING
APRIL 3, 2014**

MEMBER'S PRESENT:

Bill Hubbard, Chairman
Bill Benton
Jeff Christie
Randy Hensarling
Bill Rasor

MEMBER'S ABSENT:

OTHER'S PRESENT:

Mike Shahan, Director
Wm. B. (Ben) Munson, Esquire
Terry Vogel, Lake Texoma Jet Center
Phyllis James, County Commissioner Pct. #3
Bart Lawrence, County Commissioner Pct. #4
Alan Klein, UTA Institute of Urban Studies
Rez Sardari, UTA Institute of Urban Studies
Van Price, Assistant District Attorney, Grayson County

Bill Retz, NTRA Marketing Director
Jeff Whitmire, County Commissioner Pct. #1
Michael Hutchins, Herald Democrat
Aaron Bloom, TxDOT
Rod Tatchio, Tatchio & Associates
Cristine Baril, UTA Institute of Urban Studies
Jay Jones

1.

Call to Order.

Bill Hubbard, Chairman, called the meeting to order at 12:00pm and welcomed everyone to the meeting.

2.

Consideration of approval of the February 13, 2014, Board Meeting.

Mr. Hubbard asked the Board if there were any changes or revisions to be made to the minutes. Mr. Christie made the motion to approve the minutes as typed. Mr. Benton seconded the motion. All members voted aye.

3.

Consideration of approval of appointing a Budget Committee to assist in preparing the FY 2015 RMA and Airport Budgets.

Mr. Shahan advised the Board that it was time to begin preparing the annual budgets for the RMA and the Airport. Mr. Christie stated that he would volunteer to be on the committee. Mr. Hensarling made the motion to appoint Mr. Christie and Mr. Benton to the Budget Committee. Mr. Rasor seconded the motion. All members voted aye.

4.

Update on application submitted to the FAA for entrance into the Federal Contract Tower Program.

Mr. Shahan advised the Board that the Federal Contract Tower Program is a program through the FAA. He stated that once an airport reaches a 1.0 benefit cost ratio, the FAA will pick up the cost of the controllers for the tower. Mr. Shahan stated that the BC Ratio in November 2012 was 1.4 and it is currently a 2.2. He stated that this would qualify for funding in the amount of \$550,000.00 which would

pay for two controllers per shift and a tower manager. Mr. Shahan stated that as of this time the airport still had not been accepted into the program. Mr. Shahan stated that the airport needed Congressional assistance to get into the program. He stated that earliest that the airport could be admitted would be October 2014. Mr. Shahan stated that if the airport is admitted it would save approximately \$200,000.00 in the budget and would provide more controllers on duty at one time.

Mr. Shahan advised the Board that the current operator of the tower, Advanced ATC, has submitted a request for additional funding for control tower staffing. He stated that they thought that additional staffing was needed because one controller on duty at a time was not safe during peak hours. He stated that they had submitted a proposal to increase staffing by an additional four to five hours per day so that there would be overlap of controllers during the day. Mr. Shahan stated that increasing hours an additional 35 hours per week would cost \$26,775.00 and an increase of 28 hours would cost \$21,420.00. Mr. Shahan advised the Board that he was asking their permission to present the request to Commissioners Court. After some discussion of this request, Mr. Christie made the motion to send the request to Commissioners Court for their consideration for increased staffing for the option of 28 hours per week until October 1. Mr. Hensarling seconded the motion. All members voted aye.

5.

Update on the Grayson County Thoroughfare Plan by the Institute of Urban Studies at the University of Texas at Arlington.

The Institute of Urban Studies at the University of Texas at Arlington provided an update on the Grayson County Thoroughfare Plan. After the completion of the presentation, Mr. Benton asked if the Board could be provided with a copy of the slide show and Mr. Klein said they could. Mr. Benton asked if there would be any collaboration between this study and the MPO Study and Collin County Transportation Plan. Mr. Klein stated that they would be meeting with the MPO planners and that they will look at other county's plan. Mr. Jones asked if they would be honoring the city thoroughfare plans also and Mr. Klein stated that they would. Mr. Retz asked if there was anything being done with traffic traveling south from Oklahoma. Mr. Klein stated that would be included also.

6.

Director's Update to include discussion of Monthly Reports, Facility Upgrades and Airport Events/News.

Mr. Shahan updated the Board on the fuel flowage report. He stated that as of the end of March fuel sales were up 25% from last year at this time.

Mr. Shahan updated the Board on the ATC operations report. He stated that operations were up 5% from the previous year.

Mr. Shahan stated the Board had the budget report.

Mr. Shahan updated the Board on the Texoma 100 Air Race. He stated that 36 racers had participated in the event.

Mr. Shahan advised that the Lone Star Aerobatics will be held June 20-21, 2014, and the U.S. National Aerobatic Championship will be held from September 21-26, 2014.

Mr. Shahan advised the Board that the Kustom Kemps Car Race will be held on September 28, 2014.

Mr. Shahan advised the Board that the Joint Airport Zoning Board had met on March 28, 2014.

Mr. Shahan advised the Board that U.S. Aviation wants to increase the number of domestic students to at least 25. They currently have two domestic students in receiving flight training.

Commissioner Whitmire asked what percentage of the flight count was contributed to the flight school. Mr. Shahan stated that it would be hard to break that down but he thought it would be approximately 50%.

7.

Recess for Executive Session pursuant to Chapter 551, Subchapter D, Texas Government Code.

Mr. Hubbard stated that the Board would be recessing into Executive Session. Mr. Hubbard invited the County Commissioners, Mr. Price, and Mr. Munson to remain in the room. The Board recessed into executive session at 12:38pm.

8.

Reconvene Regular Session; Action on Executive Session Items.

The Board reconvened into regular session at 12:51pm. Upon returning to open session, Mr. Hubbard advised that no action would be taken on anything discussed in the Executive Session.

9.

Public Comments.

Mr. Hubbard asked if anyone in the audience would like to address the Board or if there were any more comments from the Board. Mr. Retz stated that he would like to remind everyone of the impact that the flight school has on the entire community and not just the impact on the NTRA budget.

10.

Adjourn.

There being no other business, the meeting was adjourned at 12:53pm.

11.

Next Meeting.

The next regularly scheduled Board of Director's Meeting will be held on May 8, 2014, at 10:00am in the meeting room of the GTUA, 5100 Airport Drive, Denison, Texas.

W. R. Hubbard, Jr.

Terry Morrow, Administrative Asst.

RMA BOARD AGENDA

ITEM NUMBER: Three
MEETING DATE: 05-08-14

ITEM TITLE: Ethics Training presented by Locke Lord LLP.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

Ethics training is required by state statute. Lori Winland with Locke Lord LLP will do the training via conference call.

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS:

RMA BOARD AGENDA

ITEM NUMBER: Four
MEETING DATE: 05-08-14

ITEM TITLE: Consideration of approval of a License Agreement between the North Texas Regional Airport and Chapter 24, International Aerobatic Club, Inc., a Texas non-profit Corporation, for the Lone Star Aerobatic Championship in June 2014.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

Every June, Chapter 24, International Aerobatic Club, Inc. holds the Lone Star Aerobatic Championship at the Airport. This year, the championship will be held June 20-21, 2014 with June 19 set aside as a practice day and June 22 set aside as a rain date and teardown date. Kate Kyer is the Contest Director this year while Jim Doyle will sign as the current President.

The Agreement is the same agreement as last year's with the exception of the dates and contest director.

Mr. Munson has given his approval as to content.

ATTACHMENTS (LIST)

Resolution 14-03
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve License Agreement for the Lone Star Aerobatic Championship.



RESOLUTION No. 14-03

WHEREAS, the Grayson County Regional Mobility Authority ("GCRMA") was created pursuant to the request of Grayson County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the GCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, GCRMA entered into an Interlocal Agreement with Grayson County for the operation of the North Texas Regional Airport ("NTRA") on October 31, 2008;

WHEREAS, the Chapter 24, International Aerobatic Club, Inc., a Texas non-profit Corporation, conducts the Lone Star Aerobatic Championships at NTRA every June; and

WHEREAS, the Lone Star Aerobatic Championship will be held June 19, 2013, through June 22, 2013; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Chapter 24, International Aerobatic Club, Inc., a Texas Non-Profit Corporation, for the purpose of conducting the 2014 Lone Star Aerobatic Championship.

APPROVED THIS 8th day of May, 2014, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 14-03
Date Passed 05/08/14

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2014, by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board) pursuant to a Resolution dated October 30, 2008 of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and CHAPTER 24, INTERNATIONAL AEROBATIC CLUB, INC., a Texas Non-Profit Corporation, (the “Licensee”).

In consideration of the promises, mutual covenants, undertakings, fees to be paid as herein expressed and the mutual benefits to be realized by the parties pursuant hereto, Licensor and Licensee agree as follows:

1. LICENSED FACILITY:

Licensor hereby licenses to Licensee on the terms and conditions set forth herein, the non-exclusive use of portions of the Airport as described in Exhibit “A” attached hereto, subject to all restrictions, covenants and conditions set forth herein, (the “Facility”).

2. FACILITY MODIFICATIONS:

Licensee accepts the Facility in its present condition and all modifications shall be made by Licensee at its expense. Licensee has inspected the Facility and finds it suitable for its purposes. Licensor makes no representation or warranty whatsoever, except as expressly set forth in this Agreement. Licensee shall make no modifications to the Facility without prior written approval of Licensor.

3. REQUIREMENTS OF U.S.A.:

- A. It is expressly understood and agreed that this License is subject to and subordinate to and controlled by all provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Licensor constituting agreements between Licensor and: (1) the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA) and (2) the State of Texas and its agents including but not limited to the Texas Department of Transportation, Division of Aviation TxDOT-Aviation and all regulations now and hereafter imposed upon the Licensor. The Licensor shall not be liable to Licensee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference, and if any provision of this Agreement is determined to be at variance with same as they may from time to time exist, such provision is unilaterally reformable at Licensor’s option.
- B. Licensee further agrees that it is knowledgeable and cognizant of the rules and regulations of the FAA. Licensee covenants and agrees to submit FAA Form 7711-2, Application for Certificate of Waiver or Authorization and secure written approval from the FAA for all uses of the Airport contemplated hereunder prior to occupancy of the Facility and failure to do so will be deemed a

violation of this Agreement by Licensee. All flight activities will be conducted under the supervision of the FAA and Licensor.

4. OCCUPANCY OF FACILITY:

Licensee may conduct the Lone Star Aerobatic Championship and/or Airshow (the "Airshow") for public display in conjunction with the Sherman Chamber of Commerce and the Denison Chamber of Commerce during the week of June 19 through June 22, 2014. Any aerobatic competition rescheduled because of adverse weather conditions shall be done with the approval of the Director (the "Term").

5. USE OF FACILITY:

- A. Except as otherwise provided herein, Licensee may use the Facility for the purpose of conducting an Air show featuring aerobatic demonstrations and uses incidental thereto including display and flying of aircraft, other events such as automobile displays, parachute jumps, etc., display and sale of souvenirs and sale of non-alcoholic beverages and confections. Uses undertaken by Licensee at the Facility are sometimes herein referred to as "the Airshow."
- B. During the periods when the Airshow is being conducted and for such periods before and after such activity as may be authorized by Licensor, Licensee shall have the use of additional areas of the Airport as designated on Exhibit "A" attached hereto.
- C. **Not less than 10 days prior to occupancy of the Facility**, Licensee shall submit to the Director a complete plan showing the proposed location of all activities, equipment and facilities during all stages of preparation for or conduct of actual aircraft displays and flight demonstrations and an outline of its plans for the control of vehicular and pedestrian traffic, the sale and collection of admissions and the placement and nature of any concession stands. These plans shall be subject to the Director's approval and no installations or physical preparations shall be made on the Facility without first obtaining proper authorization from the Director.
- D. Licensee is hereby granted the right to charge admission to all persons entering the Facility throughout the entire period of occupancy, including without limitation, persons entering designated areas to witness the Airshow, provided however, nothing in this paragraph shall authorize Licensee to charge admission fees to anyone who is legitimately entitled to entry for other purposes, including but not limited to, persons gainfully employed by any industrial or aviation tenant, aircraft owners or their invitees, any person who is an employee of Licensor or any FAA employee on official business.
- E. No other person may conduct any concessions, sales, promotions, ticket sales or other activities interfering or competing with the Airshow during the period Licensee has occupancy of the Facility.
- F. Licensee shall have the exclusive right to conduct Airshow and/or aerobatic events at the Airshow during the time it is occupying the Facility.

6. AIRPORT ACTIVITIES:

- A. The Licensee, its members, employees, patrons, guests and invitees shall be allowed access to the Facility only over routes to be designated by the Licensor.

- B. Licensee is authorized, and encouraged to construct necessary temporary fences, barricades, buildings and signs for crowd handling purposes and provide, office, reception and concession facilities in an area designated by the Licensor. Food and drink concession privileges shall be limited to locations outside the Airport Terminal Building. Immediately after completion of activities each day Licensee shall move to locations acceptable to Licensor all items which may interfere with normal operations at the Airport, shall clean up all trash, debris and operations at the Airport and shall leave the premises in a clean and neat condition acceptable to Licensor. Prior to termination of occupancy of the Facility, Licensee will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Facility to a condition acceptable to the Licensor.
- C. Licensee further agrees to provide adequate, separate portable restroom facilities for men and women during the term of its occupancy of the Facility.
- D. Licensee further agrees to obtain all Federal Aviation Administration waivers as required for Licensee's activities. In addition, Licensee agrees to issue and cancel on a timely basis, all Notices to Airman (NOTAMs) with the FTW-AFSS.
- E. During the period of time that an Airshow is actually being conducted, Licensor may reasonably restrict activities at the Airport as shall be mutually agreed on, to allow the Airshow to be held in a safe and satisfactory manner while reasonably providing for the needs of the flying public. The Airport will not be closed at any time.
- F. Licensee agrees that it will not do or suffer to be done anything at the Airport during the term hereof in violation of any Federal, State or Local laws, ordinances, rules or regulations, and that, if Licensor, calls the attention of Licensee to any such violation on the part of Licensee or any person employed by or admitted to the Airport by Licensee, then Licensee will immediately desist from and/or correct such violations.

7. LICENSE FEE:

There will be no charge for this privilege except that the Licensee shall display the Licensor's logo on all banners, advertisements, websites and all other publications and be listed as a sponsor of Licensee's event. There will be no charge to Licensor for any cost incurred by Licensee for complying with this section. Licensor will provide approved logo, in electronic format, to Licensee.

8. LICENSEE OBLIGATIONS:

The obligations of Licensee to pay the License Fee and to perform Licensee's obligations under this Agreement shall be absolute and unconditional, unless Licensor defaults as provided in Paragraph 10. The Licensee (a) will not suspend or discontinue any payment of the License Fee; (b) will perform all of its other agreements under this Agreement and (c) will not terminate this Agreement, except as provided herein.

9. QUIET ENJOYMENT:

Licensor agrees that Licensee, upon paying the License Fee and complying with the covenants and conditions hereof, shall and may quietly have, hold and enjoy the Facility pursuant to the terms of this Agreement and (c) will not terminate this Agreement, except as provided herein.

10. DEFAULT AND TERMINATION BY LICENSEE:

- A. Each of the following events shall be deemed to be an Event of Default by Licensee under this License:
1. Failure of Licensee to do such things as Licensee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Licensee.
 2. Failure of Licensee to pay any License Fee or any other sum payable to Licensor hereunder with 10 days of the date that same is due.
 3. Failure of Licensee to comply with a term, condition, or covenant of this License other than the License Fee or other sum of money within 30 days after delivery of written notice thereof to Licensor.
 4. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Licensee of Licensee's obligations.
 5. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States of any State thereof by Licensee, or adjudication as bankrupt or insolvent in proceedings filed against Licensee or such guarantor.
 6. Appointment of a receiver or trustee for all or substantially all of the assets of Licensee or any guarantor of Licensee's obligation.
 7. Abandonment by Licensee of any substantial portion of the Facility or cessation of use of the Licensed Facility for the purposes of the License.
- B. Upon the occurrence of any Event of Default specified in Paragraph A. above, Licensor shall have the option to pursue any one or more of the following remedies after written notice or demand:
1. Terminate this License, in which event Licensee shall immediately surrender the Facility. If Licensee fails to so surrender the Facility, Licensor may without prejudice to any other remedy which Licensor may have for possession of the Facility or arrearages in License Fee, enter upon and take possession of the Facility and expel or remove Licensee and any other person who may be occupying the Facility or any part thereof, without being liable for prosecution or any claim for damages thereof; and Licensee shall pay to Licensor on demand the amount of License Fee due hereunder as it comes due plus attorneys fees or costs incurred in obtaining possession of the Facility, less the proceeds of any relicensing.

2. Enter upon and take possession of the Facility without terminating this License and without being liable for prosecution or for any claim for damages therefore, and expel or remove Licensee and any other party who may be occupying the Facility or any part thereof. Licensor may (but shall not be required to) relicense the Facility and receive the License Fee therefore. Licensee agrees to pay to Licensor on demand from time to time any deficiency that may arise by reason of any such relicensing in determining the amount of such deficiency, attorneys' fees, expenses and other costs of relicensing shall be subtracted from the amount of the License Fee received under such relicensing.
3. Enter upon the Facility without terminating this License and without being liable for prosecution or for any claim for damages therefore, and do whatever Licensee is obligated to do under the terms of this License. Licensee agrees to pay Licensor on demand all expenses, which Licensor may incur in thus effecting compliance with Licensees obligations under this License, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18%) per annum from the date expended until paid. Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by negligence of Licensor or otherwise.
4. No re-entry or taking possession of the Facility by Licensor shall be construed as an election on its part to terminate this License unless a written notice of such intention be given to Licensee. Notwithstanding any such relicensing or re-entry or taking possession, Licensor may at any time thereafter elect to terminate this License for a previous uncured Event of Default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law nor shall pursuit of any remedy herein provided constitute a forfeiture of waiver of any License Fee due to Licensor hereunder of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. Licensor's acceptance of a License Fee payment following an Event of Default hereunder shall not be construed as Licensor's waiver of such Event of Default. No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Licensor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Licensor may suffer by reason of termination of this License or the deficiency from any reletting as provided for above shall include the expense of repossession and any expenses incurred by the Licensor following repossession. If any of Licensee's property ("Licensee Property") remains upon the Facility upon the expiration of the Term of this License or any earlier termination of this License or any repossession of the Licensed Facility by Licensor because of Licensee's default under this License. Licensor shall have the right to remove such Licensee Property from the Facility and store such Licensee Property, and Licensee shall be obligated to reimburse Licensor for all of the costs incurred by Licensor in removing and storing such Licensee Property. Licensor shall not be required to release any Licensee Property to Licensee until Licensee has paid Licensor all costs incurred by Licensor in removing and storing such Licensee Property and all other amounts owed by Licensee to Licensor pursuant to this License, including without limitation, unpaid License Fees and costs incurred by Licensor to repair the Facility.

C. Excuse of Performance by Reason of Force Majeure:

Neither Licensor nor Licensee shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by Force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riots, floods, or any other cause not reasonable within the control of Licensor or Licensee and which by the exercise of diligence Licensor or Licensee is unable, wholly or in part, to prevent or overcome.

D. Survival of Obligations:

Licensee's obligations herein, including the payment of the License Fees, shall all Licensor's option, survive termination of this Agreement.

E. Surrender of FACILITY:

Licensee covenants and agrees to yield and deliver peaceably to Licensor possession of the Facility on the date of cessation of occupancy under this Agreement, whether such be termination, expiration or otherwise, promptly and in as good condition as at the commencement of this Agreement.

11. ADDITIONAL OPTIONS:

Provided that Licensee is not otherwise in default, Licensee may be granted options to renew this Agreement subject to the execution of written agreements that are mutually acceptable to Licensee and Licensor.

12. ASSIGNMENT AND SUBLICENSE:

Licensee shall have no authority to assign or sublicense any portion of this Agreement or otherwise convey any interest in the Facility to a third party or parties without obtaining prior written consent of Licensor. In the event of any assignment of sublicense, Licensee shall remain the principal obligor under all covenants of this Agreement. By accepting any assignment or sublicense, assignee or sublicensee shall become bound by and shall perform, and shall become entitled to the benefits of all the terms, conditions and covenants of this Agreement.

13. FAA AND TXDOT AVIATION REQUIREMENTS:

The Licensor and Licensee recognize and agree this Agreement shall be subject to: such regulations and approvals as required by the FAA and the TxDOT in particular those FAA regulations which provide that the property subject to this Agreement shall be used for airport purposes and in such a manner so as not to materially adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency.

14. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

The Licensee hereby waives all claims against the Licensor for damages to persons, equipment, fixtures, machinery, aircraft, or other items of personal or real property arising from the use of the Airport and/or the Facility by Licensee. The Licensee further agrees to hold Licensor harmless from any damage or

liability, including reasonable costs and attorney's fees arising from the use of the Airport by Licensee. Licensee additionally agrees that it will at all times during the term of this Agreement, at its own expense, carry and maintain comprehensive general liability insurance on the Facility and the Airport in minimum amounts per accident of One million dollars for bodily injury and property damage, in which Licensor, including its employees and Board Members, shall be named as an additional insured. Such policies shall provide that same shall not be canceled without thirty (30) days prior written notice to Licensor, and Licensor shall be furnished, within ten (10) days prior to the date of occupancy, with a copy of such proof of insurance. Licensor reserves the right to accept or reject the insurance company issuing such policy or policies.

15. PERMITS, LICENSES AND AUTHORIZATIONS:

Licensee shall at its own expense, procure any necessary permits, licenses and other authorizations required for the lawful and proper use, occupancy, operations and management of the Facility and pay all lawful taxes on income received. Licensor agrees to cooperate with the Licensee to assist in securing such permits, licenses and authorizations insofar as the same are issued under Licensor's jurisdiction.

16. NON-DISCRIMINATION AND LOCAL PURCHASING AND EMPLOYMENT COVENANTS:

A. Non-Discrimination:

Licensee in the conduct of all activities and services and all other uses authorized hereunder:

- 1.) Shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof:
- 2.) Shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts rebates, or other similar types of price reductions to volume purchasers.
- 3.) Covenants and agrees that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Facility; (ii) in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation; and (iii) the Licensee shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- 4.) Shall undertake such affirmative action programs as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Licensee will insure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Licensee will require that its covered sub-organizations undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

B. Local Purchasing and Employment:

Licensee covenants that it will give priority, when practical and economically feasible, to the use of local contractors, subcontractors, vendors, suppliers and labor in connection with its use of the Airport.

17. IDENTIFICATION:

Licensee may install on the Airport, temporary signs or other identification of the Airshow. The size, type, design and locations of such signs or other identification will be subject to Licensor's prior written consent.

18. NO WAIVER:

Failure on the part of Licensor or Licensee to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

19. PARTIAL INVALIDITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. INSPECTION BY LICENSOR:

Licensee shall permit Licensor and Licensor's agents, representatives, and employees to enter into and on the Facility at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the Facility or any other purpose necessary to protect Licensor's interest in the Facility.

21. OTHER:

A. Notices:

All notices, consents, waivers or other communications permitted or required hereunder shall be delivered by hand delivery, by United States Certified Mail, postage prepaid, return receipt request or by telegram, addressed as follows:

LICENSOR:

Airport Director
North Texas Regional Airport
4700 Airport Drive
Denison, TX 75020

LICENSEE:

Chapter 24
International Aerobatic Club, Inc.
Attn: Jim Doyle
2321 Denham Drive
Arlington, TX 76001
or to such other address as may be designated in writing by either party.

B. National Emergencies:

This Agreement is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies.

C. Brokers:

Each party represents and warrants to the other that no broker acting in such capacity brought about this Agreement or was involved in the negotiation thereof.

D. Additional Documents:

Each party hereto agrees to execute and deliver any additional documents, which may be necessary or desirable in carrying out the terms of this Agreement.

E. Time of Essence:

Time is of the essence of this Agreement.

F. Entire Agreement

This Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Facility and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the License of the Facility, except that this Agreement may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.

G. Use of Terms

For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Agreement so admits or requires.

H. Headings and Captions

The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

I. Authority

The parties to this Agreement hereby acknowledge and agree that they are the principals to this License and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party; except that Licensor is acting on behalf of the County of Grayson.

J. Governing Law

This Agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Agreement shall be in Grayson County, Texas.

K. Severability

If any section, Section, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.

L. Legal Fees and Expenses

In the event of any dispute or legal action relating to this License, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, this the _____ day of _____, 2014.

COUNTY OF GRAYSON, TEXAS

BY: THE GRAYSON COUNTY REGIONAL MOBILITY
AUTHORITY

Approved as to Form:

BY: _____
Mike Shahan, Director

William B. Munson

CHAPTER 24, INTERNATIONAL AEROBATIC CLUB, INC.

BY: _____
Jim Doyle, President

STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2014, by Mike Shahan, Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

STATE OF TEXAS }
COUNTY OF _____ }

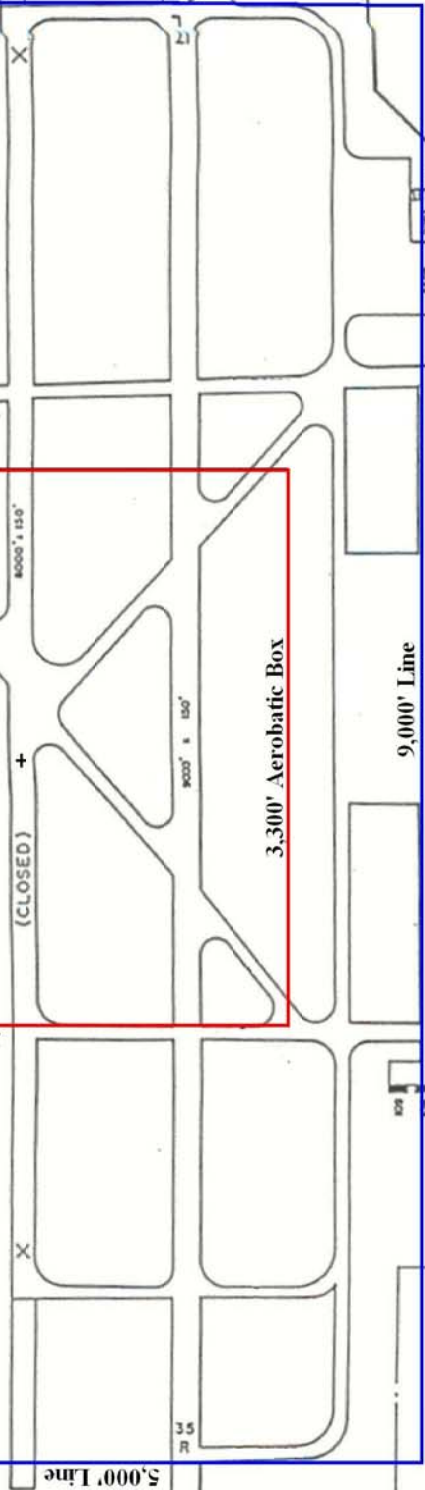
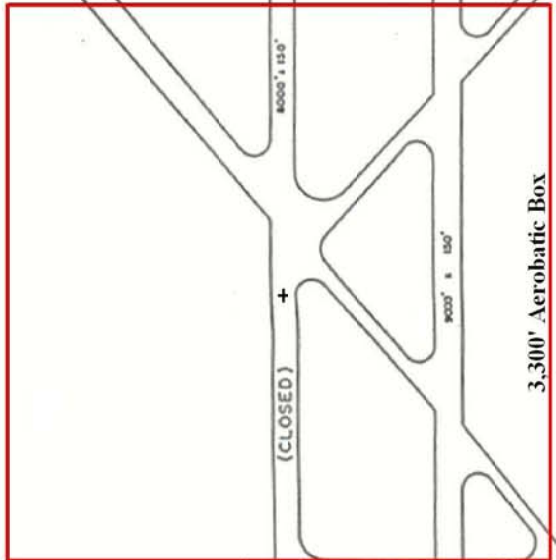
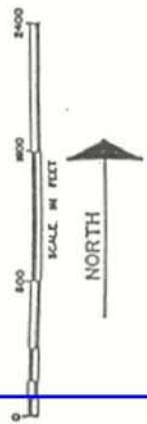
This instrument was acknowledged before me on the _____ day of _____, 2014, by
Jim Doyle, President, Chapter 24, International Aerobatic Club, Inc.

Notary Public, State of Texas

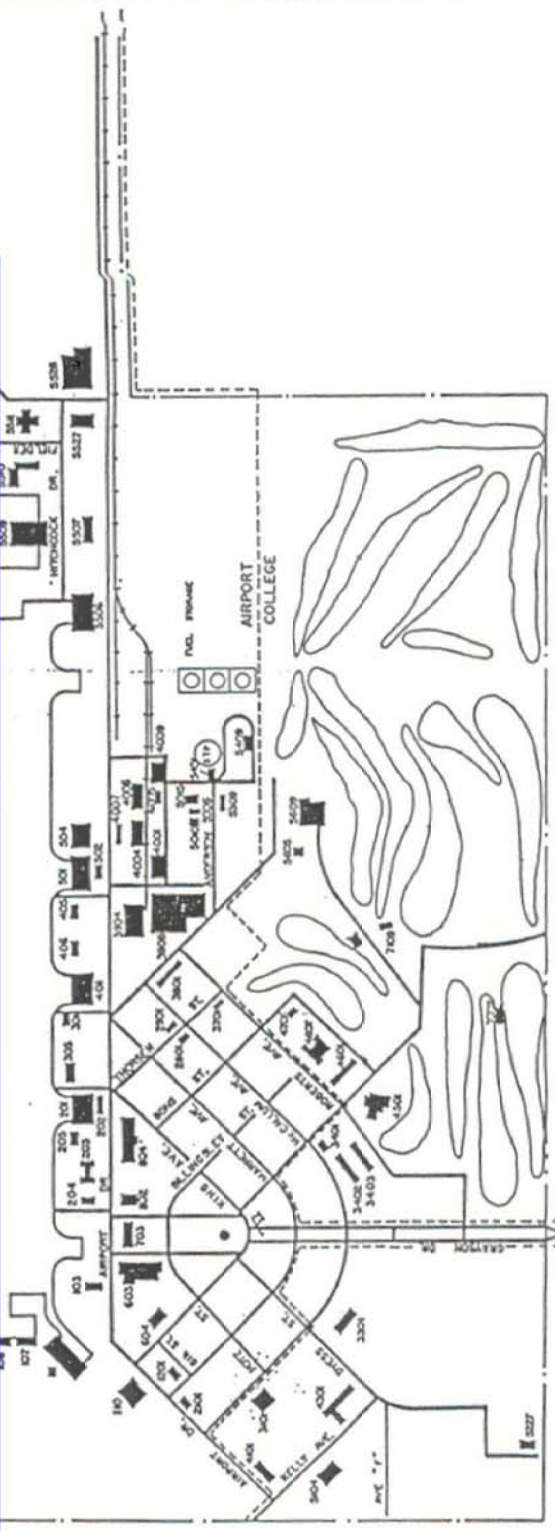
Exhibit A

Portion's of Airport Covered in License

North Texas
Regional Airport



9,000' Line



RMA BOARD AGENDA

ITEM NUMBER: Five
MEETING DATE: 05-08-14

ITEM TITLE: Consideration of approval of a License Agreement between the North Texas Regional Airport and the International Aerobatic Club, Inc., a Wisconsin Corporation, to conduct the 2014 U.S. National Aerobatic Championship.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

This License Agreement is essentially the same agreement we are using for the Lone Star Aerobatic Championships that is scheduled in June and the U.S. National Aerobatic Championship last year with the exception of the dates. The contract will be signed by Doug Sowder, IAC President, and Patricia Deimer, IAC Manager.

Starting Thursday, September 18 through Sunday, September 20, organizers will be setting up and participants will be practicing. The Championship starts on Sunday, September 21 and goes through Friday, September 26. Rain dates and tear down are scheduled for September 27 and 28.

Mr. Munson has reviewed the agreement and approved as written.

ATTACHMENTS (LIST)

Resolution 14-04
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve License Agreement for the U.S. National Aerobatic Championship.



RESOLUTION No. 14-04

WHEREAS, the Grayson County Regional Mobility Authority (“GCRMA”) was created pursuant to the request of Grayson County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the GCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, GCRMA entered into an Interlocal Agreement with Grayson County for the operation of the North Texas Regional Airport (“NTRA”) on October 31, 2008;

WHEREAS, the International Aerobatic Club conducts the U.S. National Aerobatic Championships at NTRA every September; and

WHEREAS, the U.S. National Aerobatic Championship will be held September 18, 2014, through September 28, 2014; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the International Aerobatic Club for the purpose of conducting the 2014 U.S. National Aerobatic Championships.

APPROVED THIS 8th day of May, 2014, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 14-04
Date Passed 05/08/14

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2014 by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board”) pursuant to a Resolution dated October 20, 2008, of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and International Aerobatic Club, Inc., a Wisconsin Non-Profit Corporation, (the “Licensee”).

In consideration of the promises, mutual covenants, undertakings, fees to be paid as herein expressed and the mutual benefits to be realized by the parties pursuant hereto, Licensor and Licensee agree as follows:

1. LICENSED FACILITY:

Licensor hereby licenses to Licensee on the terms and conditions set forth herein, the non-exclusive use of portions of the Airport as described in Exhibit “A” attached hereto, subject to all restrictions, covenants and conditions set forth herein, (the “Facility”).

2. FACILITY MODIFICATIONS:

Licensee accepts the Facility in its present condition and all modifications shall be made by Licensee at its expense. Licensee has inspected the Facility and finds it suitable for its purposes. Licensor makes no representation or warranty whatsoever, except as expressly set forth in this Agreement. Licensee shall make no modifications to the Facility without prior written approval of Licensor.

3. REQUIREMENTS OF U.S.A.:

- A. It is expressly understood and agreed that this License is subject to and subordinate to and controlled by all provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Licensor constituting agreements between Licensor and: (1) the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA) and (2) the State of Texas and its agents including but not limited to the Texas Department of Transportation, Division of Aviation TxDOT-Aviation and all regulations now and hereafter imposed upon the Licensor. The Licensor shall not be liable to Licensee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference, and if any provision of this Agreement is determined to be at variance with same as they may from time to time exist, such provision is unilaterally reformable at Licensor’s option.
- B. Licensee further agrees that it is knowledgeable and cognizant of the rules and regulations of the FAA. Licensee covenants and agrees to submit FAA Form 7711-2, Application for Certificate of Waiver or Authorization and secure written approval from the FAA for all uses of the Airport contemplated hereunder prior to occupancy of the Facility and failure to do so will be deemed a

violation of this Agreement by Licensee. All flight activities will be conducted under the supervision of the FAA and Licensor.

4. OCCUPANCY OF FACILITY:

Licensee may conduct the U.S. National Aerobatic Championship and/or Competition (the Competition) for public display in conjunction with the Sherman and the Denison Chamber of Commerce during the week of September 18 through September 28, 2014 (the "Term"). Any aerobatic competition rescheduled because of adverse weather conditions shall be done with the approval of the Director.

5. USE OF FACILITY:

- A. Except as otherwise provided herein, Licensee may use the Facility for the purpose of conducting an aerobatic competition featuring aerobatic demonstrations and uses incidental thereto including display and flying of aircraft, display and sale of souvenirs and sale of non-alcoholic beverages and confections. Uses undertaken by Licensee at the Facility are sometimes herein referred to as "the aerobatic competition."
- B. During the periods when the aerobatic competition is being conducted and for such periods before and after such activity as may be authorized by Licensor, Licensee shall have the use of additional areas of the Airport as designated on Exhibit "A" attached hereto.
- C. **Not less than 10 days prior to occupancy of the Facility**, Licensee shall submit to the Director a complete plan showing the proposed location of all activities, equipment and facilities during all stages of preparation for or conduct of actual aircraft displays and flight demonstrations and an outline of its plans for the control of vehicular and pedestrian traffic, the sale and collection of admissions and the placement and nature of any concession stands. These plans shall be subject to the Director's approval and no installations or physical preparations shall be made on the Facility without first obtaining proper authorization from the Director.
- D. Licensee is hereby granted the right to charge admission to all persons entering the Facility throughout the entire period of occupancy, including without limitation, persons entering designated areas to witness the aerobatic competition, provided however, nothing in this paragraph shall authorize Licensee to charge admission fees to anyone who is legitimately entitled to entry for other purposes, including but not limited to, persons gainfully employed by any industrial or aviation tenant, aircraft owners or their invitees, any person who is an employee of Licensor or any FAA employee on official business.
- E. No other person may conduct any concessions, sales, promotions, ticket sales or other activities interfering or competing with the aerobatic competition during the period Licensee has occupancy of the Facility.
- F. Licensee shall have the exclusive right to conduct aerobatic competition and/or aerobatic events at the aerobatic competition during the time it is occupying the Facility.

6. AIRPORT ACTIVITIES:

- A. The Licensee, its members, employees, patrons, guests and invitees shall be allowed access to the Facility only over routes to be designated by the Licensor.

- B. Licensee is authorized, and encouraged to construct necessary temporary fences, barricades, buildings and signs for crowd handling purposes and provide, office, reception and concession facilities in an area designated by the Licensor. Food and drink concession privileges shall be limited to locations outside the Airport Terminal Building. Immediately after completion of activities each day Licensee shall move to locations acceptable to Licensor all items which may interfere with normal operations at the Airport, shall clean up all trash, debris and operations at the Airport and shall leave the premises in a clean and neat condition acceptable to Licensor. Prior to termination of occupancy of the Facility, Licensee will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Facility to a condition acceptable to the Licensor.
- C. Licensee further agrees to provide adequate, separate portable restroom facilities for men and women during the term of its occupancy of the Facility.
- D. Licensee further agrees to obtain all Federal Aviation Administration waivers as required for Licensee's activities. In addition, Licensee agrees to issue and cancel on a timely basis, all Notices to Airman (NOTAMs) with the FTW-AFSS.
- E. During the period of time that an aerobatic competition is actually being conducted, Licensor may reasonably restrict activities at the Airport as shall be mutually agreed on, to allow the aerobatic competition to be held in a safe and satisfactory manner while reasonably providing for the needs of the flying public. The Airport will not be closed at any time.
- F. Licensee agrees that it will not do or suffer to be done anything at the Airport during the term hereof in violation of any Federal, State or Local laws, ordinances, rules or regulations, and that, if Licensor, calls the attention of Licensee to any such violation on the part of Licensee or any person employed by or admitted to the Airport by Licensee, then Licensee will immediately desist from and/or correct such violations.

7. LICENSE FEE:

There will be no charge for this privilege except that the Licensee shall display the Licensor's logo on all banners, advertisements, websites and all other publications and be listed as a sponsor of Licensee's event. There will be no charge to Licensor for any cost incurred by Licensee for complying with this section. Licensor will provide approved logo, in electronic format, to Licensee.

8. LICENSEE OBLIGATIONS:

The obligations of Licensee to pay the License Fee and to perform Licensee's obligations under this Agreement shall be absolute and unconditional, unless Licensor defaults as provided in Paragraph 10. The Licensee (a) will not suspend or discontinue any payment of the License Fee; (b) will perform all of its other agreements under this Agreement and (c) will not terminate this Agreement, except as provided herein.

QUIET ENJOYMENT:

Licensor agrees that Licensee, upon paying the License Fee and complying with the covenants and conditions hereof, shall and may quietly have, hold and enjoy the Facility pursuant to the terms of this Agreement and (c) will not terminate this Agreement, except as provided herein.

9. DEFAULT AND TERMINATION BY LICENSEE:

- A. Each of the following events shall be deemed to be an Event of Default by Licensee under this License:
1. Failure of Licensee to do such things as Licensee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Licensee.
 2. Failure of Licensee to pay any License Fee or any other sum payable to Licensor hereunder with 10 days of the date that same is due.
 3. Failure of Licensee to comply with a term, condition, or covenant of this License other than the License Fee or other sum of money within 30 days after delivery of written notice thereof to Licensor.
 4. Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Licensee of Licensee's obligations.
 5. Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended or under any similar law or statute of the United States of any State thereof by Licensee, or adjudication as bankrupt or insolvent in proceedings filed against Licensee or such guarantor.
 6. Appointment of a receiver or trustee for all or substantially all of the assets of Licensee or any guarantor of Licensee's obligation.
 7. Abandonment by Licensee of any substantial portion of the Facility or cessation of use of the Licensed Facility for the purposes of the License.
- B. Upon the occurrence of any Event of Default specified in Paragraph A. above, Licensor shall have the option to pursue any one or more of the following remedies after written notice or demand:
1. Terminate this License, in which event Licensee shall immediately surrender the Facility. If Licensee fails to so surrender the Facility, Licensor may without prejudice to any other remedy which Licensor may have for possession of the Facility or arrearages in License Fee, enter upon and take possession of the Facility and expel or remove Licensee and any other person who may be occupying the Facility or any part thereof, without being liable for prosecution or any claim for damages thereof; and Licensee shall pay to Licensor on demand the amount of License Fee due hereunder as it comes due plus attorneys fees or costs incurred in obtaining possession of the Facility, less the proceeds of any relicensing.

2. Enter upon and take possession of the Facility without terminating this License and without being liable for prosecution or for any claim for damages therefore, and expel or remove Licensee and any other party who may be occupying the Facility or any part thereof. Licensor may (but shall not be required to) relicense the Facility and receive the License Fee therefore. Licensee agrees to pay to Licensor on demand from time to time any deficiency that may arise by reason of any such relicensing in determining the amount of such deficiency, attorneys' fees, expenses and other costs of relicensing shall be subtracted from the amount of the License Fee received under such relicensing.
3. Enter upon the Facility without terminating this License and without being liable for prosecution or for any claim for damages therefore, and do whatever Licensee is obligated to do under the terms of this License. Licensee agrees to pay Licensor on demand all expenses, which Licensor may incur in thus effecting compliance with Licensees obligations under this License, together with interest thereon at the rate of the lesser of the maximum lawful contractual rate of interest or eighteen percent (18%) per annum from the date expended until paid. Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by negligence of Licensor or otherwise.
4. No re-entry or taking possession of the Facility by Licensor shall be construed as an election on its part to terminate this License unless a written notice of such intention be given to Licensee. Notwithstanding any such relicensing or re-entry or taking possession, Licensor may at any time thereafter elect to terminate this License for a previous uncured Event of Default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law nor shall pursuit of any remedy herein provided constitute a forfeiture of waiver of any License Fee due to Licensor hereunder of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. Licensor's acceptance of a License Fee payment following an Event of Default hereunder shall not be construed as Licensor's waiver of such Event of Default. No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Licensor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Licensor may suffer by reason of termination of this License or the deficiency from any reletting as provided for above shall include the expense of repossession and any expenses incurred by the Licensor following repossession. If any of Licensee's property ("Licensee Property") remains upon the Facility upon the expiration of the Term of this License or any earlier termination of this License or any repossession of the Licensed Facility by Licensor because of Licensee's default under this License. Licensor shall have the right to remove such Licensee Property from the Facility and store such Licensee Property, and Licensee shall be obligated to reimburse Licensor for all of the costs incurred by Licensor in removing and storing such Licensee Property. Licensor shall not be required to release any Licensee Property to Licensee until Licensee has paid Licensor all costs incurred by Licensor in removing and storing such Licensee Property and all other amounts owed by Licensee to Licensor pursuant to this License, including without limitation, unpaid License Fees and costs incurred by Licensor to repair the Facility.

C. Excuse of Performance by Reason of Force Majeure:

Neither Licensor nor Licensee shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by Force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riots, floods, or any other cause not reasonable within the control of Licensor or Licensee and which by the exercise of diligence Licensor or Licensee is unable, wholly or in part, to prevent or overcome.

D. Survival of Obligations:

Licensee's obligations herein, including the payment of the License Fees, shall all Licensor's option, survive termination of this Agreement.

E. Surrender of FACILITY:

Licensee covenants and agrees to yield and deliver peaceably to Licensor possession of the Facility on the date of cessation of occupancy under this Agreement, whether such be termination, expiration or otherwise, promptly and in as good condition as at the commencement of this Agreement.

10. ADDITIONAL OPTIONS:

Provided that Licensee is not otherwise in default, Licensee may be granted options to renew this Agreement subject to the execution of written agreements that are mutually acceptable to Licensee and Licensor.

11. ASSIGNMENT AND SUBLICENSE:

Licensee shall have no authority to assign or sublicense any portion of this Agreement or otherwise convey any interest in the Facility to a third party or parties without obtaining prior written consent of Licensor. In the event of any assignment of sublicense, Licensee shall remain the principal obligor under all covenants of this Agreement. By accepting any assignment or sublicense, assignee or sublicensee shall become bound by and shall perform, and shall become entitled to the benefits of all the terms, conditions and covenants of this Agreement.

12. FAA AND TXDOT AVIATION REQUIREMENTS:

The Licensor and Licensee recognize and agree this Agreement shall be subject to: such regulations and approvals as required by the FAA and the TxDOT in particular those FAA regulations which provide that the property subject to this Agreement shall be used for airport purposes and in such a manner so as not to materially adversely affect the development and improvement, operation or maintenance of the Airport; and to the requirements of national emergency.

13. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

A. The Licensee hereby waives all claims against the Licensor for damages to persons, equipment, fixtures, machinery, aircraft, or other items of personal or real property arising from the use of the

Airport and/or the Facility by Licensee except to the extent that such claims arise from the gross negligence of Licensor.

- B. The Licensee further agrees to hold Licensor harmless from any damage or liability, including reasonable costs and attorney's fees arising from the use of the Airport by Licensee except to the extent that such claims arise from the gross negligence of Licensor..
- C. Licensee additionally agrees that it will at all times during the term of this Agreement, at its own expense, carry and maintain comprehensive general liability insurance on the Facility and the Airport in minimum amounts per accident of One million dollars for bodily injury and property damage, in which Licensor, including its employees and Board Members, shall be named as an additional insured. Such policies shall provide that same shall not be canceled without thirty (30) days prior written notice to Licensor, and Licensor shall be furnished, within ten (10) days prior to the date of occupancy, with a copy of such proof of insurance. Licensor reserves the right to accept or reject the insurance company issuing such policy or policies.

14. PERMITS, LICENSES AND AUTHORIZATIONS:

Licensee shall at its own expense, procure any necessary permits, licenses and other authorizations required for the lawful and proper use, occupancy, operations and management of the Facility and pay all lawful taxes on income received. Licensor agrees to cooperate with the Licensee to assist in securing such permits, licenses and authorizations insofar as the same are issued under Licensor's jurisdiction.

15. NON-DISCRIMINATION AND LOCAL PURCHASING AND EMPLOYMENT COVENANTS:

A. Non-Discrimination:

Licensee in the conduct of all activities and services and all other uses authorized hereunder:

- 1.) Shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof:
- 2.) Shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts rebates, or other similar types of price reductions to volume purchasers.
- 3.) Covenants and agrees that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Facility; (ii) in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation; and (iii) the Licensee shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- 4.) Shall undertake such affirmative action programs as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R.

Part 152, Subpart E. Licensee will insure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Licensee will require that its covered sub-organizations undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

B. Local Purchasing and Employment:

Licensee covenants that it will give priority, when practical and economically feasible, to the use of local contractors, subcontractors, vendors, suppliers and labor in connection with its use of the Airport.

16. IDENTIFICATION:

Licensee may install on the Airport, temporary signs or other identification of the aerobatic competition. The size, type, design and locations of such signs or other identification will be subject to Licensor's prior written consent.

17. NO WAIVER:

Failure on the part of Licensor or Licensee to complain of any action or non-action on the part of the other shall not be deemed to be a waiver of any of their respective rights hereunder. The consent or approval by either party to or of any action by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

18. PARTIAL INVALIDITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. INSPECTION BY LICENSOR:

Licensee shall permit Licensor and Licensor's agents, representatives, and employees to enter into and on the Facility at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the Facility or any other purpose necessary to protect Licensor's interest in the Facility.

20. OTHER:

A. Notices:

All notices, consents, waivers or other communications permitted or required hereunder shall be delivered by hand delivery, by United States Certified Mail, postage prepaid, return receipt request or by telegram, addressed as follows:

LICENSOR:

Airport Director
North Texas Regional Airport
4700 Airport Drive
Denison, TX 75020

LICENSEE:

International Aerobatic Club, Inc.
3000 Poberezny Road
P.O. Box 3086
Oshkosh, WI. 54903-3086

or to such other address as may be designated in writing by either party.

B. National Emergencies:

This Agreement is subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies.

C. Brokers:

Each party represents and warrants to the other that no broker acting in such capacity brought about this Agreement or was involved in the negotiation thereof.

D. Additional Documents:

Each party hereto agrees to execute and deliver any additional documents, which may be necessary or desirable in carrying out the terms of this Agreement.

E. Time of Essence:

Time is of the essence of this Agreement.

F. Entire Agreement

This Agreement embraces the entire agreement of the parties mentioned herein pertaining to the Facility and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the License of the Facility, except that this Agreement may be modified by written amendment agreed to and signed by all pertinent parties and attached hereto.

G. Use of Terms

For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and visa-versa, whenever this Agreement so admits or requires.

H. Headings and Captions

The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

I. Authority

The parties to this Agreement hereby acknowledge and agree that they are the principals to this License and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party; except that Licensor is acting on behalf of the County of Grayson.

J. Governing Law

This Agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this Agreement shall be in Grayson County, Texas.

K. Severability

If any section, Section, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.

L. Legal Fees and Expenses

In the event of any dispute or legal action relating to this License, the prevailing party shall be entitled to receive from the other party, reimbursement for reasonable attorney's fees, costs and expenses incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, this the _____ day of _____, 2014.

COUNTY OF GRAYSON, TEXAS
BY: THE GRAYSON COUNTY REGIONAL
MOBILITY AUTHORITY

Approved as to Form:

BY: _____
Mike Shahan, Director

William B. Munson

INTERNATIONAL AEROBATIC CLUB, INC.

BY: _____
Doug Sowder, President

BY: _____
Jim Ward, Secretary

STATE OF TEXAS }
COUNTY OF GRAYSON }

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, the within named Mike Shahan, who acknowledged that he is the Director of the Grayson County Regional Mobility Authority, acting on the behalf of the Grayson County Regional Mobility Authority Board and Grayson County, a duly and legally constituted political subdivision of the State of Texas, and that for and on behalf of Grayson County, he signed and delivered the foregoing instrument on the day and year herein mentioned for the purposes therein stated, having been fully authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2014.

Notary Public, State of Texas

STATE OF _____ }
COUNTY OF _____ }

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, the within named Doug Sowder, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said International Aerobatic Club, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2014.

Notary Public, State of _____

My Commission Expires: _____

STATE OF _____ }
COUNTY OF _____ }

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, the within named Jim Ward, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said International Aerobatic Club, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

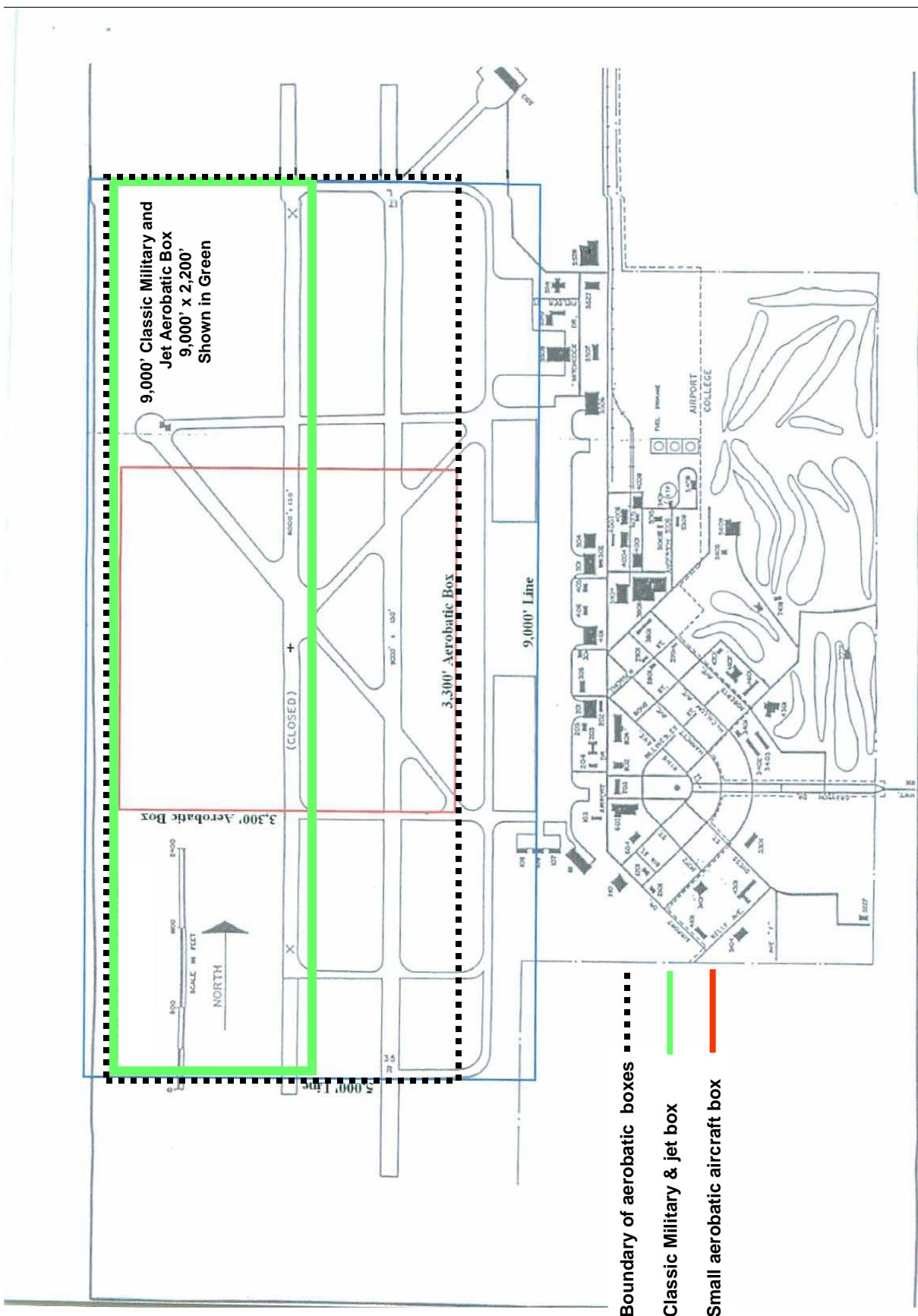
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2014.

Notary Public, State of _____

My Commission Expires: _____

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of the Northeast Quarter and a part of the Southeast Quarter of Section Twelve of the Subdivision of University Leagues 1, 11, 15 and 16, said Quarter Sections Patented in the names of J. S. Teague Abstract No. 1270 and Y. S. Hughes Abstract No. 577, respectively and further being a part of that tract of land described on Attachment "B" of Indenture, dated October 6, 1972 between The United States of America and The County of Grayson, Texas, recorded in Volume 1231, Page 569, Deed Records, Grayson County, Texas.



North Texas Regional Airport Aerobobic Box

RMA BOARD AGENDA

ITEM NUMBER: Six
MEETING DATE: 05-08-14

ITEM TITLE: Consideration of approval to authorize TxDOT to enter into a work authorization contract with Brown & Gay Engineers to prepare a Routing Study, Environmental Documentation, Schematic Design and Right-of-Way Mapping for the proposed FM 121 Relief Route around the City of Gunter, Texas, utilizing Grayson County Tollway Study funding.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

Brown & Gay Engineers has provided maps showing the study area.

ATTACHMENTS (LIST)

Resolution 14-05
Maps of Study Area

ALTERNATIVES/RECOMMENDATIONS:



RESOLUTION No. 14-05

WHEREAS, the Grayson County Regional Mobility Authority (“GCRMA”) was created pursuant to the request of Grayson County and in accordance with provisions of the Texas Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the “RMA Rules”); and

WHEREAS, the Board of Directors of the GCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the GCRMA desires to have Brown & Gay Engineers prepare a Routing Study, Environmental Documentation, Schematic Design, and Right-of-Way Mapping for the proposed FM 121 Relief Route around the City of Gunter, Texas;

WHEREAS, the GCRMA desires the Texas Department of Transportation (“TxDOT”) to enter into a work authorization with Brown & Gay Engineers for the proposed Routing Study, Environmental Documentation, Schematic Design, and Right-of-Way Mapping for the proposed FM 121 Relief Route around the City of Gunter, Texas;

WHEREAS, the GCRMA desires that the proposed work performed by Brown & Gay Engineers be funded utilizing the Grayson County Tollway Study funding.

NOW THEREFORE BE IT RESOLVED that the GCRMA supports authorizing TxDOT to enter into a work authorization contract with Brown & Gay Engineers for the preparation of a Routing Study, Environmental Documentation, Schematic Design, and Right-of-Way Mapping for the proposed FM 121 Relief Route around the City of Gunter utilizing Grayson County Tollway funding.

APPROVED THIS 8th day of May, 2014 by the Board of Directors of the Grayson County Regional Mobility Authority.

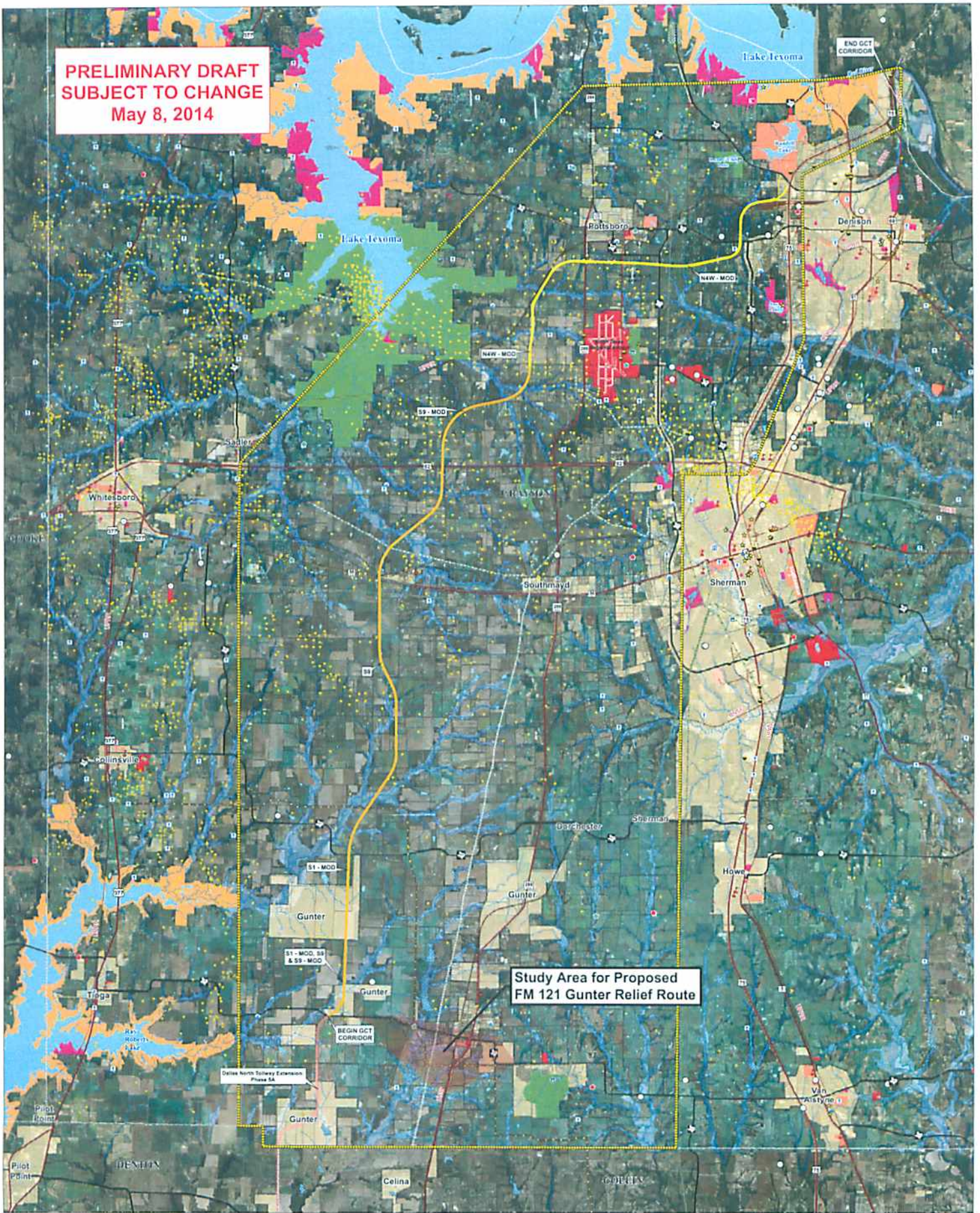
Submitted and Reviewed by:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

Approved:

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 14-05
Date Passed 05/08/14

**PRELIMINARY DRAFT
SUBJECT TO CHANGE
May 8, 2014**



**Study Area for Proposed
FM 121 Gunter Relief Route**

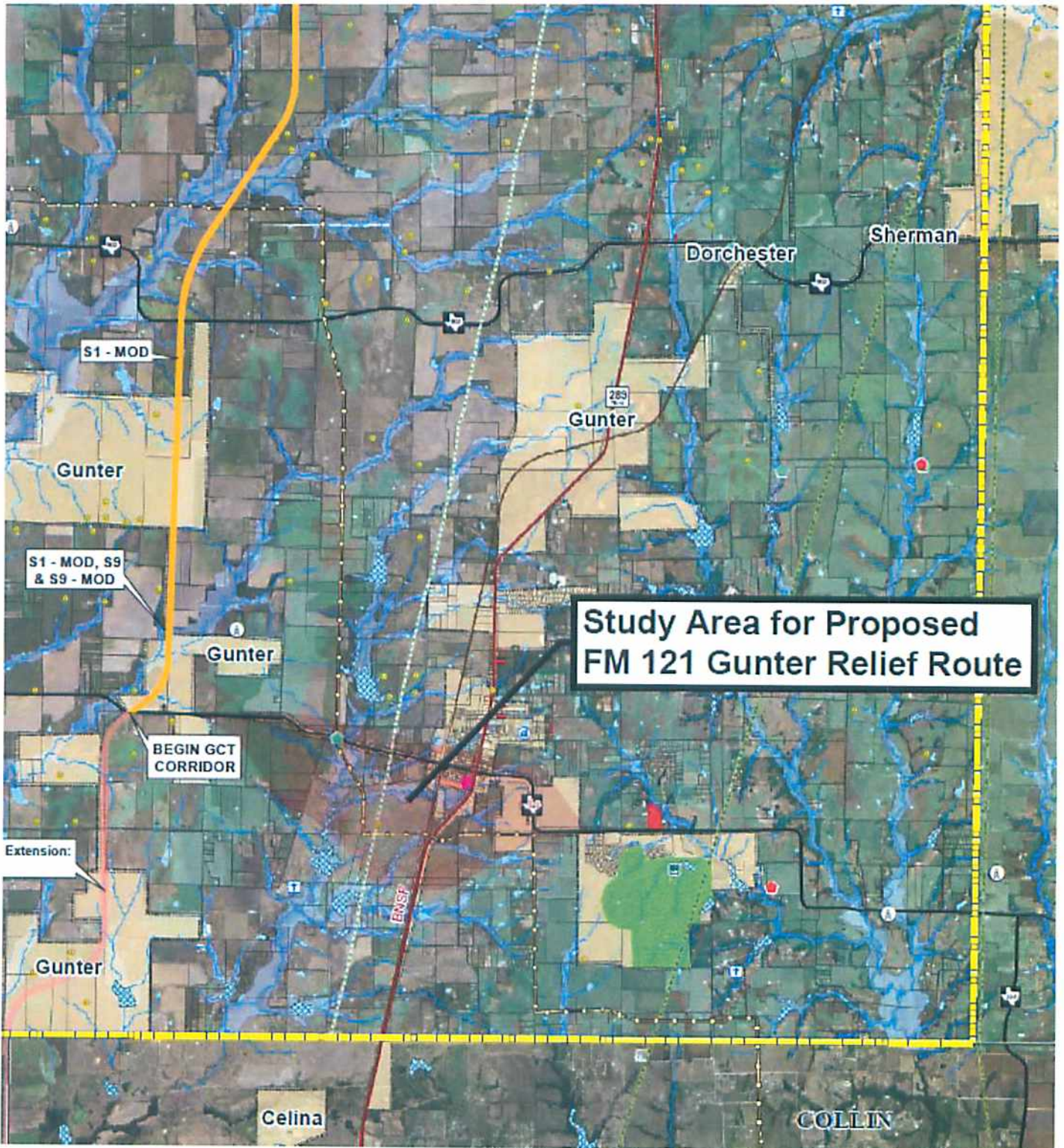
Legend

<ul style="list-style-type: none"> Scale of Map: 1 inch = 0.61 Mile North Arrow County Boundary City Limit 	<ul style="list-style-type: none"> Alignment S1 - MOD, S9, and S9 - MOD Right of Way Alignment North - MOD Right of Way Proposed Study Area Dallas North Tollway Extension Phase 5A Recorded Texas Historic Cemetery Recorded Texas Historic Landmark National Register of Historic Places Historical Marker Cemetery Cherokee State Park Trail 	<ul style="list-style-type: none"> Subsoil Reservoir Church Golf Course Communication Tower Landfill EPA Relictive Oil/Gas Well High Voltage Transmission Line Intersecting Pipeline 11.5 Foot Diameter Asphalt or Hauling State Of Taxes Local Property Owned By Lower Entities Wildlife Management Area Regulated National Wildlife Refuge 	<ul style="list-style-type: none"> MDCS Flood Control Lake USFS Insected Inhabits Private Area and other (Densifying Structure) Cemetery Park Prime Farmland Soil Golf Course 100 Year Floodplain Row or Stream Lake or Pond
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**Grayson County Tollway
FM 121 Gunter Relief Route
Proposed Study Area**



**PRELIMINARY DRAFT
SUBJECT TO CHANGE
May 8, 2014**



Grayson County Tollway
FM 121 Gunter Relief Route
Proposed Study Area

PRELIMINARY DRAFT
SUBJECT TO CHANGE
May 8, 2014



RMA BOARD AGENDA

ITEM NUMBER: Seven
MEETING DATE: 05-08-14

ITEM TITLE: Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News

SUBMITTED BY: Mike Shahan, Airport Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

Monthly Reports:

1. Fuel Flowage Report for April 2014
2. ATC Operations Report for April 2014
3. ATC Funding Request Update
4. NTRA Revenue & Expense Report
5. Update on US Aviation student numbers

Facility Upgrades:

1. West Side Hangar
2. Taxiway B rehabilitation
3. Hangar 111 exterior upgrades – US Aviation

GCRMA/Airport Events/News:

1. Lone Star Aerobatic Championship – June 20-21, 2014
2. US National Aerobatic Championship – September 21-26, 2014
3. Kemps Kustom Kars Drag Race – Sunday, September 28, 2014
4. Update on the Joint Airport Zoning Board

ATTACHMENTS (LIST)

Fuel Flowage Report – April 2014
ATC Operations Report – April 2014
Sample ATCT Schedule
NTRA Revenue & Expense Report – March 2014
US Aviation Economic Impact to NTRA and surrounding areas – email from Mark Taylor

ALTERNATIVES/RECOMMENDATIONS:

Take action as necessary

**North Texas Regional Airport
Fuel Flowage Report
FY: 2014**

Total Fuel Flowage in Gallons for FY 2014 as reported by Lake Texoma Jet Center

*** Total Fuel Flowage in Gallons for FY 2014 as reported by U.S. Aviation Academy**

	Avgas	Jet-A	Total	Last Year's Total
Oct. 2013	15,578.0	23,391.0	38,969.0	31,633.0
Nov. 2013	16,758.0	24,008.0	40,766.0	32,878.0
Dec. 2013	12,389.0	31,078.0	43,467.0	31,603.0
Jan. 2014	15,703.0	20,448.0	36,151.0	25,111.0
Feb. 2014	8,150.0	22,932.0	31,082.0	29,025.0
Mar. 2014	7,683.0	21,388.0	29,071.0	25,090.0
Apr. 2014	15,878.0	15,986.0	31,864.0	43,784.0
May. 2014			-	32,162.0
Jun. 2014			-	47,584.0
Jul. 2014			-	47,325.0
Aug. 2014			-	39,033.0
Sep. 2014			-	35,312.0
Total:	92,139.0	159,231.0	251,370.0	420,540.0
Last Year's To Date Gallons Received Total:				219,124.0
Percent Change Over Last Year by Month:				-27.22%
Percent Change Over Last Year:				14.72%

	Avgas	Jet-A	Total	Last Year's Total
Oct. 2013	8,701.9	-	8,701.9	7,636.0
Nov. 2013	9,248.0	4,483.0	13,731.0	8,142.1
Dec. 2013	6,659.1	9,952.0	16,611.1	5,287.9
Jan. 2014	9,409.8	5,689.0	15,098.8	3,606.6
Feb. 2014	6,659.4	7,095.0	13,754.4	5,394.1
Mar. 2014	7,990.3	1,549.0	9,539.3	7,531.6
Apr. 2014			-	9,244.6
May. 2014			-	6,841.8
Jun. 2014			-	17,432.9
Jul. 2014			-	21,453.2
Aug. 2014			-	10,602.6
Sep. 2014			-	9,313.4
Total:	48,668.5	28,768.0	77,436.5	112,486.8
Last Year's To Date Gallons Received Total:				37,598.3
Percent Change Over Last Year by Month:				26.66%
Percent Change Over Last Year:				105.96%

% of Avgas:	36.65%
% of Jet-A:	63.35%

Percent of Fuel used by flight school			
% of Avgas:	52.82%	% of Jet-A:	18.07%

% of Avgas:	62.85%
% of Jet-A:	37.15%

* Fuel usage totals for US Aviation Academy are included in Lake Texoma Jet Center's total

NORTH TEXAS REGIONAL AIRPORT
Airport Traffic Record
FY 2014

Month	ITINERANT										LOCAL			IFR/VFR Overflight Count	FY 2014 Airport Ops	FY 2013 Airport Ops
	IFR					VFR					CIVIL	MI	TOTAL LOCAL			
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL						
Oct-13	0	8	308	0	316	0	0	2,446	0	2,446	4,742	36	4,778	154	7,694	7,788
Nov-13	0	4	240	7	251	0	6	2,308	0	2,314	3,219	0	3,219	188	5,972	6,565
Dec-13	0	15	291	0	306	0	0	1,818	0	1,818	1,997	0	1,997	176	4,297	4,254
Jan-14	0	11	220	9	240	0	0	2,624	1	2,625	2,853	24	2,877	200	5,942	4,607
Feb-14	0	1	295	0	296	0	1	1,588	6	1,595	2,094	0	2,094	100	4,085	3,511
Mar-14	0	0	236	1	237	0	0	2,435	0	2,435	1,736	0	1,736	197	4,605	4,255
Apr-14	0	4	250	0	254	0	0	2,484	1	2,485	1,991	3	1,994	336	5,069	4,612
May-14					0					0			0	0	0	4,848
Jun-14					0					0			0	0	0	8,374
Jul-14					0					0			0	0	0	7,867
Aug-14					0					0			0	0	0	8,480
Sep-14					0					0			0	0	0	12,470
Total	0	43	1,840	17	1,900	0	7	15,703	8	15,718	18,632	63	18,695	1,351	37,664	77,631

OVERFLIGHT COUNT											
Month	IFR OVERFLIGHTS					VFR OVERFLIGHTS					TOTAL OVERFLIGHTS
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	
Oct-13	0	1	2	0	3	0	19	132	0	151	154
Nov-13	0	0	4	0	4	0	8	174	2	184	188
Dec-13	0	0	5	0	5	2	20	145	4	171	176
Jan-14	0	0	4	0	4	0	22	174	0	196	200
Feb-14	0	0	2	0	2	2	10	86	0	98	100
Mar-14	0	0	1	0	1	0	26	170	0	196	197
Apr-14	0	0	0	0	0	0	36	300	0	336	336
May-14					0					0	0
Jun-14					0					0	0
Jul-14					0					0	0
Aug-14					0					0	0
Sep-14					0					0	0
Total	0	1	18	0	19	4	141	1,181	6	1,332	1,351

% Change Last Year/Same Time:	
Itinerant	18.01%
Local	-2.88%
Overflight	-4.46%
Total	5.82%

% Change Last Year by Month:	
Itinerant	15.96%
Local	-3.58%
Overflight	84.62%
Total	9.91%

Peak Day was 359 operations on April 9, 2014

Slowest day was 5 operation on April 6, 2014

Daily Summary of Ops:	# / Days	# / Ops	Avg.
1-99 Daily Ops	9	368	40.9
100 - 199 Daily Ops	10	1,552	155.2
200 - 299 Daily Ops	7	1,815	259.3
300 - 399 Daily Ops	4	1,298	324.5
400 - Plus Daily Ops	0	0	

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: North Texas Tower					Location: Denison, TX					Mo.	Yr.	Location Ident.					
										O	4	1	O		G	Y	I
Airport Operations Count										Facility Operating Hours →			1	2	O		
ITINERANT										LOCAL			Total Airport Operations				
IFR					VFR							Total Local Ops					
Day	AC	AT	GA	MI	Total IFR Ininerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military					
01			26		26			49		49	20		20		95		
02			29		29			12		12	20		20		61		
03			5		5			11		11	16		16		32		
04			7		7			122		122	78		78		207		
05			6		6			110		110	38		38		154		
06			4		4			1		1					5		
07			15		15			49		49	114		114		178		
08			7		7			84		84	19		19		110		
09			3		3			182		182	162		162		347		
10			9		9			90		90	62		62		161		
11			9		9			146		146	136		136		291		
12			5		5			86		86	92		92		183		
13			5		5			2		2					7		
14			5		5			9		9	12		12		26		
15			7		7			186		186	66		66		259		
16			7		7			67		67	41	1	42		116		
17			22		22			90		90	156		156		268		
18			6		6			133		133	180		180		319		
19			2		2			192		192	97		97		291		
20			5		5			83		83	106		106		194		
21			6		6			51		51	43		43		100		
22			4		4			127		127	28		28		159		
23		2	3		5			126		126	98		98		229		
24			7		7			30		30	4		4		41		
25			10		10			114	1	115	113	2	115		240		
26			5		5			98		98	152		152		255		
27			3		3			12		12					15		
28		2	12		14			89		89	84		84		187		
29			5		5			57		57	10		10		72		
30			11		11			76		76	44		44		131		
31																	
Total		4	250		254			2484	1	2485	1991	3	1994		4733		

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name North Texas Tower	Location: Denison, TX	Mo. 0	Yr. 4	Yr. 1	Yr. 0	Loc Ident. G Y I
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OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights	
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01								2		2	2	
02												
03												
04								8		8	8	
05								8		8	8	
06												
07								2		2	2	
08								2		2	2	
09								6	6	12	12	
10												
11								10		10	10	
12								6		6	6	
13												
14								6		6	6	
15								2	4	6	6	
16								2		2	2	
17								4	2	6	6	
18								14		14	14	
19								14		14	14	
20								2		2	2	
21								8		8	8	
22								134		134	134	
23												
24												
25								58		58	58	
26								4		4	4	
27								4		4	4	
28								24		24	24	
29								2		2	2	
30								2		2	2	
31												
Total								36	300		336	336

YEAR TO DATE FINANCIAL UPDATE
AS OF MARCH 31, 2014

YTD REVENUE:	\$ 614,805.41
YTD EXPENSES:*	\$ 786,111.99
DIFFERENCE IN REVENUE & EXPENSE:	\$ (171,306.58)

*YTD Expenses minus depreciation

YTD FY 2014 Expense:	\$ 786,111.99
Expense for West Side Hangar Paid in FY 2014:	\$ 218,141.55
Current Expenses Minus West Side Hangar Expenses:	\$ 567,970.44
Difference in Revenue & Expenses minus West Side Hangar:	\$ 46,834.97

**NORTH TEXAS REGIONAL AIRPORT
REVENUE REPORT
MARCH, 2014**

Budget Code	Adopted Amount	Current Month Collected	Actual YTD Collected	YTD % of Budget Collected
800.000.43000 State Grant Revenue	50,000.00	0.00	0.00	0.00%
800.000.41500 Aviation Facilities	482,278.00	30,703.50	208,947.02	43.33%
800.000.41520 Revenue Producing Facilities	332,639.00	26,460.21	175,792.56	52.85%
800.000.41530 Land - Agriculture	4,625.00	0.00	4,625.00	100.00%
800.000.41540 Land - Industrial	33,419.00	1,523.26	28,558.59	85.46%
800.000.41550 Land - Aviation	87,687.00	7,265.58	52,165.67	59.49%
800.000.41560 Insurance	50,646.00	3,528.68	21,026.53	41.52%
800.000.41570 Oil Lease	3,108.00	0.00	0.00	0.00%
800.000.49500 Sale of Fixed Assets	0.00	0.00	1,000.00	0.00%
800.000.49530 Fuel Flowage Fee	49,000.00	2,907.10	21,950.60	44.80%
800.000.49900 Insurance Proceeds	97,875.00	0.00	97,875.47	100.00%
800.000.49950 Miscellaneous	7,000.00	50.00	2,529.70	36.14%
800.000.49000 Interest Income	1,000.00	88.87	334.27	33.43%
800.000.4900 Donations	0.00	0.00	0.00	0.00%
800.000.49970 Transfer In	133,645.00	0.00	0.00	0.00%
GRAND TOTAL	1,332,922.00	72,527.20	614,805.41	

**NORTH TEXAS REGIONAL AIRPORT
EXPENSE REPORT
MARCH, 2014**

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.51030	Assistants	160,819.00	12,155.38	-	75,878.28	52.82%
800.710.1080	Part-Time	45,094.00	3,632.66	-	16,668.78	63.04%
800.710.52010	Social Security Taxes	15,752.00	1,166.45	-	6,755.96	57.11%
800.710.52020	Group Hospital Insurance	29,064.00	2,421.00	-	14,526.00	50.02%
800.710.52030	Retirement	27,881.00	1,390.71	-	9,953.28	64.30%
800.710.52031	457 Deferred Comp Expense	-	614.81	-	1,843.21	0.00%
800.710.52040	Unemployment Compensation	927.00	70.51	-	425.35	54.12%
800.710.52050	Workers Compensation	4,115.00	233.81	-	1,603.96	61.02%
800.710.52060	Other Post Employment Benefits	50,000.00	-	-	-	0.00%
800.710.53100	Office Supplies	3,000.00	283.72	-	1,542.17	48.59%
800.710.53200	Postage	1,000.00	26.96	-	44.44	95.56%
800.710.53300	Operating Expenses	9,330.00	312.36	-	5,294.58	43.25%
800.710.53350	Janitorial Supplies	700.00	-	-	562.90	19.59%
800.710.53560	Gas, Oil, Etc.	16,000.00	(131.84)	-	4,228.06	73.57%
800.710.53570	Tires, Batteries & Accessories	3,300.00	182.12	-	2,553.67	22.62%
800.710.53580	Parts	6,000.00	478.90	-	3,126.01	47.90%

800.710.53590	Repair & Maintenance Supplies	30,000.00	2,054.81	648.00	13,325.04	53.42%
800.710.53750	Small Equipment	1,000.00	-	-	113.94	88.61%
800.710.54000	Professional Services	212,000.00	19,713.34	1,758.82	107,537.54	48.45%
800.710.54030	Training & Education	5,130.00	1,402.47	-	2,383.67	53.53%
800.710.54040	Business Development	33,333.00	-	-	6,255.41	81.23%
800.710.54080	Local Travel	200.00	-	-	126.01	36.99%
800.710.54200	Printing	2,000.00	196.20	-	917.45	54.13%
800.710.4220	Dues & Publications	3,550.00	11.25	-	2,846.58	19.81%
800.710.54255	Attorney Fees	10,000.00	450.00	-	3,400.00	66.00%
800.710.54300	Liability Insurance	41,867.00	-	-	33,434.02	20.14%
800.710.54340	Contract Services	4,725.00	366.98	-	1,709.90	63.81%
800.710.54520	Telephone	6,000.00	898.18	-	3,165.37	47.24%
800.710.54540	Utilities	60,000.00	2,585.18	-	43,039.77	28.27%
800.710.54550	Repairs & Maintenance	100,000.00	8,053.72	3,997.99	33,367.57	62.63%
800.710.54552	Hangar Repairs	100,000.00	-	-	98,598.07	1.40%
800.710.54580	Airport Equipment Maintenance	30,720.00	2,560.00	18,370.00	14,700.00	-7.65%
800.710.54555	Casualty Loss Repairs	107,875.00	39,859.06	99,263.80	41,539.98	-30.52%
800.710.54600	Office Equipment Rental	1,540.00	188.08	88.75	906.82	35.35%

800.710.54930	Property Taxes	15,000.00	-	-	11,784.04	21.44%
800.710.54940	Depreciation Internal Funds	470,000.00	-	-	209,422.69	55.44%
800.625.5100	Improvements	320,000.00	(17,577.42)	1,441.00	210,694.16	33.71%
800.710.55150	Machinery	-	-	-	-	0.00%
800.710.55250	Vehicles	-	-	-	-	
800.710.53530	Communications Equipment	-	-	-	-	
800.710.55521	Utility Relocation	-	-	-	-	
800.710.55570	RAMP Grant Expenditures	100,000.00	9,400.00	81,579.10	11,260.00	7.16%
TOTAL		2,027,922.00	92,999.40	207,147.46	995,534.68	

TOTAL EXPENSES (MINUS DEPRECIATION):

\$ 786,111.99

Mike Shahan

From: Mark Taylor <mtaylor@usaviation.aero>
Sent: Thursday, April 10, 2014 10:52 AM
To: William Retz
Cc: Mike Shahan; Steve McQuirk; Sophia Pedraza; Michael Wagner; Charlie Morton; Ashley Borowski
Subject: US Aviation Economic Impact to NTRA and surrounding areas

Bill

As per your request, please see below the response from our CFO regarding economic impact to this area. Please let me know if you require additional information.

Sincerely
Mark

From: Roper Vaughan
Sent: Thursday, April 10, 2014 10:37 AM
To: Mark Taylor
Subject: RE: Request

Hey Mark—

With our present student authorization in Grayson, we are generating over \$7.5MM in revenues. 90% of that revenue is spent within Grayson Co by our students, employees, and the company directly to community suppliers. We do not know the multiplier effect of that spending, but certainly an impressive multiple of those dollars are spent again and again within the county. Also, keep in mind that all of that spending is dollars that have been repatriated from China—we are bringing those dollars back to the US.

Within that \$7MM+ number are the following stats:

- \$1.5MM in payroll and benefits
- \$300K in apartment rent and utilities
- \$180K in facility rent and utilities
- \$15K in business personal property taxes
- \$1.25M in fuel and fuel tax expenditures
- \$550K in student food and incidental spending

The company's investment in its GYI facility is currently \$750K (aircraft, furniture, fixtures, equipment, vehicles, inventory). In addition an \$85K exterior remodeling project is over 50% completed creating a new and modern appearance for a decades old facility.

Hope all this helps. If you think of some other areas of economic impact that require more detail, let me know.

--Roper

RMA BOARD AGENDA

ITEM NUMBER: Eight
MEETING DATE: 05-08-14

ITEM TITLE: Recess for Executive Session pursuant to Chapter 551, Subchapter D, Texas Government Code.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

Pursuant to Government Code, Section 551.087 the Board of Directors may adjourn into closed Executive Session to discuss:

Deliberation regarding Economic Development Matters – pursuant to Section 551.087, the Board of Directors may deliberate regarding commercial or financial information received from a business prospect with which the authority is conducting economic development negotiations and to discuss the offer of financial or other incentives to a business prospect.

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS:

RMA BOARD AGENDA

ITEM NUMBER: Nine
MEETING DATE: 05-08-14

ITEM TITLE: Reconvene Regular Session; Action on Executive Session Item

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: May 2, 2014

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS

Take action on Executive Session Item if appropriate

RMA BOARD AGENDA

ITEM NUMBER: Ten
MEETING DATE: 05-08-14

ITEM TITLE: Public Comment.
SUBMITTED BY: Mike Shahan, Director
DATE SUBMITTED: May 2, 2014

SUMMARY:

This item has been added so that the public may address the Board. Each person will be limited to three minutes.

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS: