



GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

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June 13, 2014

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, June 19, 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 May 8, 2014, Board Meeting.
3. Consideration of approval of First Amendment to Financial Assistance Agreement Grayson County Tollroad.
4. Consideration of approval of a License Agreement between the North Texas Regional Airport and Kustom Kemps of America, Inc.
5. Consideration of approval for a one time variance to the International Mechanical Code Paragraph 306.5 for construction of the Juvenile Residential Living Facility as requested by Rod Tatchio.
6. Consideration of approval of the FY 2015 Airport Budget to be presented to Commissioners Court for approval.
7. Consideration of approval of the FY 2015 RMA Budget to be presented to Commissioners Court for approval.
8. Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News
9. Public Comments.
10. 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: 06-19-14

ITEM TITLE: Consideration of approval of Minutes of May 8, 2014, Board Meeting

SUBMITTED BY: Terry Morrow, Administrative Assistant

DATE SUBMITTED: June 13, 2014

SUMMARY:

Minutes of the May 8, 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
MAY 8, 2014**

MEMBER'S PRESENT:

Bill Hubbard, Chairman
Bill Benton
Jeff Christie
Bill Rasor

MEMBER'S ABSENT:

Randy Hensarling

OTHER'S PRESENT:

Mike Shahan, Director
Wm. B. (Ben) Munson, Esquire
Terry Vogel, Lake Texoma Jet Center
Phyllis James, County Commissioner Pct. #3
Rod Tatchio, Tatchio & Associates

Bill Retz, NTRA Marketing Director
Jerry Day
Michael Hutchins, Herald Democrat
Aaron Bloom, TxDOT
Jerry Stringer, Brown & Gay Engineers

1.

Call to Order.

Bill Hubbard, Chairman, called the meeting to order at 10:00a.m. and welcomed everyone to the meeting.

2.

Consideration of approval of the April 3, 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.

Ethics Training presented by Locke Lord LLP.

Ms. Winland with Locke Lord LLP presented an ethics training update for the Board.

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.

Mr. Shahan advised the Board that this was the same license agreement that had been used in previous years for the Lone Star Aerobatic Championships. He stated that the contest would be held on June 20th and June 21st with a practice day on June 19th.. He stated that Mr. Munson had reviewed the contract and had approved it. Mr. Benton made the motion to approve the license agreement with Chapter 24, International Aerobatic Club, Inc., for the Lone Star Aerobatic Championship. Mr. Christie seconded the motion. All members voted aye.

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.

Mr. Shahan advised the Board that this was the same license agreement that had been used in previous years for the U.S. National Aerobatic Championship. He stated that the contest would be held from September 21st through September 26th. Mr. Shahan advised the Board that Mr. Munson had reviewed the license agreement and had approved it. Mr. Christie made the motion to approve the license agreement with the International Aerobatic Club, Inc., for the U.S. National Aerobatic Championship. Mr. Rasor seconded the motion. All members voted aye.

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.

Mr. Stringer advised the Board that they would be looking at doing a route study on the south side of Gunter. He stated that they would determine three or four alignments, a preferred alignment, and a no build option. He stated that they would evaluate environmental concerns and public input to build a two-lane facility. He stated that he understood that at some time there would be a turn back of some section of the facility going through town to the City of Gunter for the realignment of the road. Mr. Christie made the motion to approve authorize TxDOT to enter into a work authorization 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. Mr. Rasor seconded the motion. All members voted aye.

7.

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 April fuel sales were up 14% from last year at this time. Mr. Benton asked how long the fuel flowage fee would be given back to the flight school. Mr. Shahan stated that the rental credit for fuel flowage would end in June.

Mr. Shahan updated the Board on the ATC operations report. He stated that operations were up 10% from the previous year.

Mr. Shahan stated the Board had the budget report. He stated that the overage in the budget was due to the construction of the west side hangar.

Mr. Shahan advised the Board that U.S. Aviation Academy had been approved for 120 students and were supposed to be getting 12+ new students this week.

Mr. Shahan advised that the lawn sprinkler system and seeding for grass had been done at the west side hangar. He stated that asphalt work at the hangar was currently in progress.

Mr. Shahan advised that Taxiway B rehabilitation had been completed and that it would be restriped once the asphalt work was completed at the west side hangar.

Mr. Shahan advised that the external improvements had been completed at U.S. Aviation Academy and they are ready to begin some stucco work. He stated that should funding be available in the upcoming budget that hangar would be the last to have exterior improvements done to it.

Mr. Shahan stated that Kustom Kemps Car Race September 28th and that the contract would be on the agenda for the next meeting.

Mr. Shahan updated that Board on the Joint Airport Zoning Board. He stated that a sub-committee had been formed with a representative from each entity and two landowners. He stated that the sub-committee would work concerns of the citizens and shrinking the amount of land to be zoned.

Mr. Christie asked about the runway protection zone land acquisition. Mr. Shahan stated that this project was moving slowly but that surveys should be done this month and that negotiations would commence after the surveys were completed.

Mr. Shahan updated the Board on the Contract Tower Program. He stated that there were five airports that applied prior to the FAA updating the B/C Ratio calculation. Mr. Shahan stated that Senator Cornyn and Congressman Hall were actively working on getting those airports grandfathered into the program. He stated that program had full funding in the 2015 congressional budget.

8.

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 Commissioner James, Mr. Retz and Mr. Munson to remain in the room. The Board recessed into executive session at 10:34a.m.

9.

Reconvene Regular Session; Action on Executive Session Items.

The Board reconvened into regular session at 11:36am. Upon returning to open session, Mr. Day advised the Board that the full name of the Airport, North Texas Regional Airport – Perrin Field, was not being used at all times. After Mr. Day finished speaking to the Board, Mr. Hubbard advised the audience that the Board had discussed the possibility of a lease for Hangar #5513. He stated that the Lessor wanted to make a change to the standard lease. Mr. Benton made the motion to lease the building to the prospective tenant with three conditions which are to use the standard lease, a financial guarantee is required and the future purchase of the hangar be addressed in a separate contract. Mr. Rasor seconded the motion. All members voted aye.

10.

Public Comments.

Mr. Hubbard asked if anyone had any comments to make. There were none.

11.

Adjourn.

There being no other business, the meeting was adjourned at 11:36a.m.

12.
Next Meeting.

The next regularly scheduled Board of Director's Meeting will be held on June 12, 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: 06-19-14

ITEM TITLE: Consideration of approval of First Amendment to Financial Assistance Agreement for Grayson County Tollroad.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: June 13, 2014

SUMMARY:

The Financial Assistance Agreement with TxDOT expires on December 31, 2014. The First Amendment to the agreement extends the agreement to December 31, 2017.

ATTACHMENTS (LIST)

Resolution 14-06

First Amendment to Financial Assistance Agreement Grayson County Tollroad

ALTERNATIVES/RECOMMENDATIONS:

Approve First Amendment to Financial Assistance Agreement Grayson County Tollroad



RESOLUTION No. 14-06

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 § 26.01, *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, on April 9, 2009, GCRMA Board of Directors approved entering into a Financial Assistance Agreement with Texas Department of Transportation (“TxDOT”) relating to the development, construction, maintenance, or operation of the proposed Grayson County Tollroad (the “Project”); and

WHEREAS, GCRMA Board of Directors and TxDOT desire to amend the Agreement to extend the period in which funds provided under this agreement may be expended.

NOW THEREFORE, BE IT RESOLVED, that the GCRMA Board of Directors hereby approves the First Amendment to the Financial Assistance Agreement for the Grayson County Tollroad which is attached hereto as Attachment “A”; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to execute such agreement on behalf of the GCRMA.

APPROVED THIS 19th day of June, 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 14-06
Date Passed 06/19/14

**FIRST AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT
GRAYSON COUNTY TOLLROAD**

THIS FIRST AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT (this "Amendment"), by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission ("TxDOT"), and the **GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY**, a regional mobility authority and a political subdivision of the State of Texas (the "Authority"), is executed to be effective the ____ day of June, 2014 (the "Effective Date").

WITNESSETH

WHEREAS, TxDOT and the Authority are parties to that certain Financial Assistance Agreement relating to the development, construction, maintenance, or operation of the proposed Grayson County Tollroad (the "Project") dated April 14, 2009 (the "Agreement"). All capitalized terms not otherwise defined in this Amendment will have the same meaning as described in the Agreement; and

WHEREAS, TxDOT and the Authority desire to amend the Agreement to extend the period in which funds provided under the Agreement may be expended.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Authority agree as follows:

1. **Amendment to Section 14.** Section 14 of the Agreement is amended in its entirety to read as follows:

"14. This Agreement shall be effective from the date indicated below until December 31, 2017. Any funds not expended at that time will not be available to the GCRMA."

2. **Authorization.** Each party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Amendment in accordance with its terms, other than those that have been obtained.

3. **Remainder of Agreement.** Except as amended hereby, the Agreement shall continue in full force and effect in the form that was effective immediately before the execution of this Amendment.

4. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Amendment by multiple counterparts on the dates shown hereinbelow, effective on the Effective Date listed above.

**GRAYSON COUNTY REGIONAL
MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Bill Hubbard
Chairman

By: _____
James M. Bass
Interim Executive Director

Date: _____

Date: _____

RMA BOARD AGENDA

ITEM NUMBER: Four
MEETING DATE: 06-19-14

ITEM TITLE: Consideration of approval of a License Agreement between North Texas Regional Airport and Kustom Kemps of America, Inc.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: June 13, 2014

SUMMARY:

Kustom Kemps of America, Inc. has conducted drag races on the closed runway for the past four years as part of their Classic Car show in Denison. It has been a highly successful event and has drawn large crowds.

This year the event will be held on Sunday, September 28, 2014. This event allows the car show participants to bring their vehicles to the airport and run them in a drag race type event. This year the drag race participants are limited to cars and trucks from 1969 and older.

We plan to close Runway 13/31 during the race to allow race participants and spectators easy access to the race site and to allow vehicle parking in this area. Barricades will be set up to stop traffic from gaining access to the active runway and taxiways.

The race will be located on the south end of the closed Runway 17R/35L. The spectator area will be fenced off so access is limited to the race area. Bleachers will be set up if possible for spectator seating.

ATTACHMENTS (LIST)

Resolution 14-07
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve License Agreement with Kustom Kemps of America, Inc.



RESOLUTION No. 14-07

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 Kustom Kemps of America, Inc., conducts a drag racing event at NTRA every year; and

WHEREAS, the Kustom Kemps of American, Inc., drag races will be held September 28, 2014; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Kustom Kemps of American, Inc., for the purpose of conducting a drag racing event at NTRA.

APPROVED THIS 19th day of June, 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 14-07
Date Passed 06/19/14

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 KUSTOM KEMPS OF AMERICA, INC., A KANSAS 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 Kustom Kemps of America Drag Racing Event (the "Race") for public display on September 28, 2014. Any rescheduling 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 a drag racing event and uses incidental thereto including 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 Race."
- B. During the periods when the Race 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 Race displays 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 Race, 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 Race during the period Licensee has occupancy of the Facility.
- F. Licensee shall have the exclusive right to conduct the Race during the time it is occupying the Facility.
- G. Licensee will secure a fully executed Waiver of Liability in the form attached in Exhibit B from each drag racing participant before allowing such participant to race. Upon request, Licensee will furnish Licensor a copy of all Waiver of Liability.

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. During the period of time that the Race is actually being conducted, Licensor may reasonably restrict activities at the Airport as shall be mutually agreed on, to allow the Race 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.
- E. 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:

The License Fee is waived for this event.

8. LICENSEE OBLIGATIONS:

The obligations of Licensee 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 perform all of its other agreements under this Agreement and (b) will not terminate this Agreement, except as provided herein.

9. QUIET ENJOYMENT:

Licensor agrees that Licensee, upon 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 Licensee's 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 or 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 Race. 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:
Kustom Kemps of America, Inc.
Attn: Jerry Titus, President
26 Main Street
Cassville, Mo 65625

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

Kustom Kemps of America, Inc., A Kansas Corporation

BY: _____
Jerry Titus, President

STATE OF TEXAS }
COUNTY OF GRAYSON }

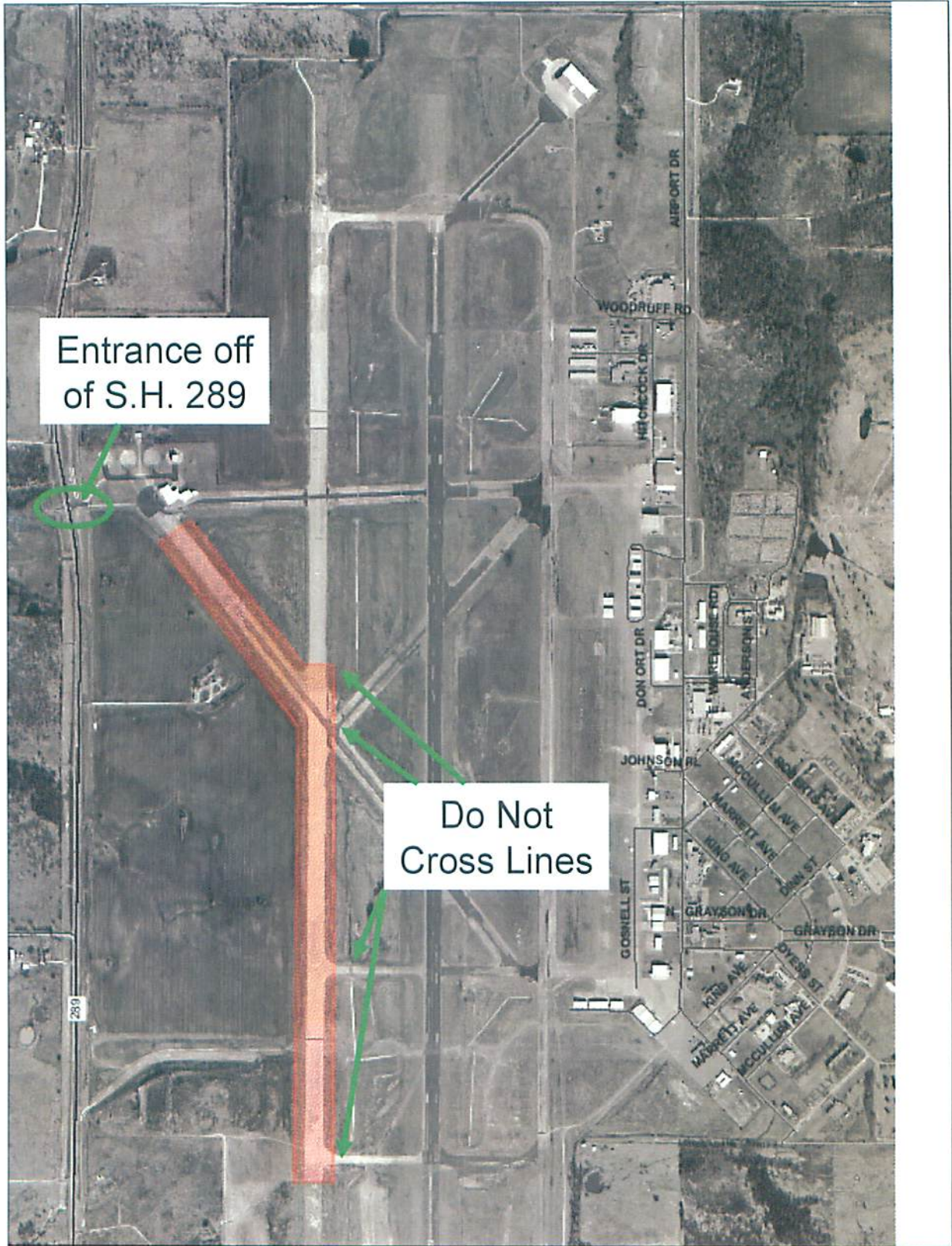
This instrument was acknowledged before me on the _____ day of _____, 2014, by Mike Shahan, Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

STATE OF _____ }
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2014, by Jerry Titus, President, Kustom Kemps of America, Inc.

Notary Public, State of _____



License Agreement
Kustom Kemps of America, Inc.
Exhibit A

WAIVER OF LIABILITY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

That I, the undersigned, for and in consideration of the privilege of utilizing a runway at North Texas Regional Airport, Denison, Grayson County, Texas, for drag racing with the vehicle as described below on September 28, 2014, do hereby agree to and assume any and all risks attendant to any incident, action, occurrence, or activity occurring at North Texas Regional Airport, which affects me in any manner whatsoever, and do hereby release and agree to indemnify and hold harmless Grayson County, Texas and Kustom Kemps of America, Inc., their employees and agents, from any liability, claim, suit, demand, or cause of action which may arise in any manner whatsoever from the use of North Texas Regional Airport or any activity associated with the use of property owned by Grayson County, Texas, including liability claims, suits, demands, or causes of action which arise from the negligence or act or omission of Grayson County, Texas and/or Kustom Kemps of America, their employees and agents.

I certify that I have read the foregoing instrument, that I understand its terms and conditions, that I execute this release voluntarily, and that I have not relied upon any representation made by Grayson County, Texas or Kustom Kemps of America, their employees and agents, in signing this release. I further certify that I am an adult, am in sound mental health, and fully capable of making this waiver of liability.

Vehicle Description:

Signed

Printed Name: _____

Address: _____

RMA BOARD AGENDA

ITEM NUMBER: Five
MEETING DATE: 06-19-14

ITEM TITLE: Consideration of approval for a one time variance to the International Mechanical Code Paragraph 306.5 for construction of the Juvenile Residential Living Facility as requested by Rod Tatchio.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: June 13, 2014

SUMMARY:

Rod Tatchio who is the architect for the construction of the Juvenile Residential Living Facility has requested a one-time variance to the International Mechanical Code Paragraph 306.5. This paragraph has to do with access to HVAC units that are placed on the roof of the structure.

Ed Aynes conducts all inspections for new structures for the Airport. After review of the plans, Mr. Aynes has no issues with this variance being granted.

ATTACHMENTS (LIST)

Resolution 14-08

Letter from Ed Aynes

International Mechanical Code, Paragraph 306.5

ALTERNATIVES/RECOMMENDATIONS

Approve one time variance to the International Mechanical Code Paragraph 306.5 for construction of the Juvenile Residential Living Facility.



RESOLUTION No. 14-08

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, on October 10, 2013, the Board of Directors approved a Ground Lease with the Grayson County Department of Juvenile Services for the construction of a Residential Living Facility; and

WHEREAS, since that time, construction has begun on the facility; and

WHEREAS, the architect on the project has requested the Board of Directors to grant a one-time variance to the International Mechanical Code, Paragraph 306.5;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves granting a one-time variance to the International Mechanical Code, Paragraph 306.5, for the construction of the Grayson County Department of Juvenile Services Residential Living Facility.

APPROVED THIS 19th day of June, 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 14-08
Date Passed 06/19/14

**From the Office of Ed Aynes
P.O. Box 1089, Pottsboro, TX 75076**

Mike Shahan
Airport Director
North Texas Regional Airport
4700 Airport Dr.
Denison, Texas 75020

I was contacted January 2, 2014 to conduct a plumbing underground inspection at 370 South King Street; I went to Mr Tatchios office at 10000 Grayson Dr. and requested a set of plans for review. I never received them and had to borrow some from the Job Super at the site. He only let me keep them a couple of days.

I have conducted all inspections requested to date at this address which is the foundation, electrical rough, and framing. I was asked in May to attend a meeting to discuss a problem with the HVAC installation, and I stated at that time I worked for the Airport and would cooperate with any decisions concerning this matter as long as everyone agreed and it was safe.

The set of drawings are designed for the 2009 version of the International Building Code and it meets the requirements for being in the County Seat (Sherman). I was asked to write a letter for my opinion concerning the installation of the HVAC units on the roof of this building. The 2009 International Mechanical Code section 306.5 covers the installation of HVAC units on roofs greater than 4/12 and I have no authority to change this Code or vary from it.

I do not know if the RMA has the authority to give a variance to the 2009 Building code, but if they do I have no issue, except I will not accept any liability as to the safety of anyone working on or conducting maintenance of the same.

Sincerely

A handwritten signature in cursive script, appearing to read 'Ed Aynes', written in black ink.

Ed Aynes
North Texas Regional Airport Inspector

- Where the passageway is unobstructed and not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15 250 mm) in length.

306.3.1 Electrical requirements. A luminaire controlled by a switch located at the required passageway opening and a receptacle outlet shall be provided at or near the *appliance* location in accordance with NFPA 70.

306.4 Appliances under floors. Underfloor spaces containing appliances shall be provided with an access opening and unobstructed passageway large enough to remove the largest *appliance*. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide, nor more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the *appliance*. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the *appliance*. If the depth of the passageway or the service space exceeds 12 inches (305 mm) below the adjoining grade, the walls of the passageway shall be lined with concrete or masonry. Such concrete or masonry shall extend a minimum of 4 inches (102 mm) above the adjoining grade and shall have sufficient lateral-bearing capacity to resist collapse. The clear access opening dimensions shall be a minimum of 22 inches by 30 inches (559 mm by 762 mm), and large enough to allow removal of the largest *appliance*.

Exceptions:

- The passageway is not required where the level service space is present when the access is open and the *appliance* is capable of being serviced and removed through the required opening.
- Where the passageway is unobstructed and not less than 6 feet high (1929 mm) and 22 inches (559 mm) wide for its entire length, the passageway shall not be limited in length.

306.4.1 Electrical requirements. A luminaire controlled by a switch located at the required passageway opening and a receptacle outlet shall be provided at or near the *appliance* location in accordance with NFPA 70.

306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring access and appliances are installed on roofs or elevated structures at a height exceeding 16 feet (4877 mm), such access shall be provided by a permanent *approved* means of access, the extent of which shall be from grade or floor level to the *equipment* and appliances' level service space. Such access shall not require climbing over obstructions greater than 30 inches (762 mm) high or walking on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). Where access involves climbing over parapet walls, the height shall be measured to the top of the parapet wall.

Permanent ladders installed to provide the required access shall comply with the following minimum design criteria:

- The side railing shall extend above the parapet or roof edge not less than 30 inches (762 mm).

- Ladders shall have rung spacing not to exceed 14 inches (356 mm) on center.
- Ladders shall have a toe spacing not less than 6 inches (152 mm) deep.
- There shall be a minimum of 18 inches (457 mm) between rails.
- Rungs shall have a minimum 0.75-inch (19 mm) diameter and be capable of withstanding a 300-pound (136.1 kg) load.
- Ladders over 30 feet (9144 mm) in height shall be provided with offset sections and landings capable of withstanding 100 pounds per square foot (488.2 kg/m²). Landing dimensions shall be not less than 18 inches (457 mm) and not less than the width of the ladder served. A guard rail shall be provided on all open sides of the landing.
- Ladders shall be protected against corrosion by *approved* means.

Catwalks installed to provide the required access shall be not less than 24 inches (610 mm) wide and shall have railings as required for service platforms.

Exception: This section shall not apply to Group R-3 occupancies.

306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of three units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the *appliance* or *equipment* to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. Access shall not require walking on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). Where access involves obstructions greater than 30 inches (762 mm) in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairs installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from appliances, fans or *equipment* requiring service.

306.5.2 Electrical requirements. A receptacle outlet shall be provided at or near the *equipment* location in accordance with NFPA 70.

SECTION 307 CONDENSATE DISPOSAL

307.1 Fuel-burning appliances. Liquid *combustion* by-products of condensing appliances shall be collected and discharged to an *approved* plumbing fixture or disposal area in accordance with the manufacturer's installation instructions. Condensate piping shall be of *approved* corrosion-resistant

RMA BOARD AGENDA

ITEM NUMBER: Six
MEETING DATE: 06-19-14

ITEM TITLE: Consideration of approval of the FY 2015 Airport Budget to be presented to Commissioners Court for approval.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: June 13, 2014

SUMMARY:

The Budget Committee met on June 5 to review the Airport budget for FY 2015 and is recommending the following budget.

Budget Summary:

Airport Income is \$1,039,469.00

Aviation related income:	\$ 546,491.00
Non-aviation related income:	\$ 442,978.00
Grant Income:	\$ 50,000.00
<hr/>	
Total	\$1,039,469.00

Airport Expenses are \$1,268,172.00

Payroll & benefits:	\$ 333,652.00
Operating Expenses:	\$ 798,020.00
Grants:	\$ 136,500.00
<hr/>	
Total	\$1,268,172.00

Net Gain/Loss: (\$ 228,703.00)*

- Capital Improvement Expenses for FY 2015 is \$710,965.75.00. Total CIP expense for FY 2015 is \$86,500.00. Net Gain in Capital Improvements is \$624,465.75.00.
- * ATCT expense for a full year is \$250,000.00. Based on conversations with the FAA, we should be in the FCT Program sometime between January and May 2015, which will reduce this line item amount.

ATTACHMENTS (LIST)

Resolution 14-09
FY 2015 Airport Budget
Proposed 2015 Budget and Tax Rate Adoption Schedule

ALTERNATIVES/RECOMMENDATIONS

Airport staff and the Budget Committee recommend approving Resolution 14-09 and recommend the 2015 Airport Budget to Commissioners Court for their consideration



RESOLUTION No. 14-09

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 § 26.01, *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 Grayson County Commissioners Court entered into an interlocal agreement with the GCRMA dated October 31, 2008, for the purposes of operation, regulation, and protection of the North Texas Regional Airport and its facilities; and

WHEREAS, GCRMA Board of Directors appointed an GCRMA Budget Committee to review and make recommendations for the FY 2014 budget for North Texas Regional Airport; and

WHEREAS, North Texas Regional Airport's fiscal year will come to a close on September 30, 2014; and

WHEREAS, the FY 2015 Proposed Airport Budget has been prepared and the GCRMA Budget Committee reviewed the proposed Budget; and

WHEREAS, the GCRMA Budget Committee recommends that the proposed FY 2015 budget be approved by the GCRMA Board of Directors for presentation to Grayson County Commissioners Court for final approval; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the GCRMA hereby approves the FY 2015 North Texas Regional Airport Budget, attached hereto as Attachment "A", to be presented to Grayson County Commissioners Court for final approval.

APPROVED THIS 19th day of June, 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 14-09
Date Passed 06/19/14

FY 2015 PROPOSED REVENUE

Account Number	Account Name	FY 2015 Budget	FY 2014 Revised Budget	Percentage of Change from 2014 Budget
800.000.41500	Aviation Facilities	\$396,151.00	482,278.00	-17.86%
800.000.41520	Revenue Producing Facilities	331,998.00	332,639.00	-0.19%
800.000.41530	Land - Agricultural	\$4,625.00	4,625.00	0.00%
800.000.41540	Land - Industrial	\$42,399.00	33,419.00	26.87%
800.000.41550	Land - Aviation	100,340.00	87,687.00	14.43%
800.000.41560	Insurance	\$53,178.00	50,646.00	5.00%
800.000.41570	Oil Lease Revenue	\$3,178.00	3,108.00	2.25%
800.000.43000	State Grant Revenue	50,000.00	50,000.00	0.00%
800.000.43200	Federal Revenue	-	-	0.00%
800.000.49000	Investment Earnings	\$600.00	1,000.00	-40.00%
800.000.49530	Fuel Flowage Fee	\$50,000.00	49,000.00	2.04%
800.000.49600	Donations	\$0.00	-	#DIV/0!
800.000.49900	Insurance Proceeds	\$0.00	97,875.00	0.00%
800.000.49950	Miscellaneous Revenue	\$7,000.00	7,000.00	0.00%
800.000.49970	Transfer In/Cash Match*	-	133,645.00	-100.00%
TOTAL REVENUES		\$1,039,469.00	\$ 1,332,922.00	-22.02%

PROPOSED REVENUE BUDGET WITH GRANTS:	\$1,039,469.00	\$	1,332,922.00	-22.02%
PROPOSED REVENUE BUDGET WITHOUT GRANTS:	\$989,469.00	\$	1,282,922.00	-22.87%
PROPOSED REVENUE BUDGET w/o GRANTS & Transfer In:	\$989,469.00	\$	1,149,277.00	-13.91%

FY 2015 PROPOSED EXPENSES - AIRPORT

Account Number	Account Name	FY 2015 Budget	FY 2014 Revised Budget	Percentage of Change from 2014 Budget
800.710.51030	Assistants	160,819.00	160,819.00	0.00%
800.710.51080	Part-Time	45,094.00	45,094.00	0.00%
800.710.52010	Social Security Taxes	15,752.00	15,752.00	0.00%
800.710.52020	Group Health Insurance	29,064.00	29,064.00	0.00%
800.710.52030	Retirement	27,881.00	27,881.00	0.00%
800.710.52040	Unemployment Compensation	927.00	927.00	0.00%
800.710.52050	Workers Compensation	4,115.00	4,115.00	0.00%
800.710.52060	Other Post Employment Benefits	50,000.00	50,000.00	0.00%
TOTAL PERSONNEL		333,652.00	333,652.00	0.00%
800.710.53100	Office Supplies	3,000.00	3,000.00	0.00%
800.710.53200	Postage	800.00	1,000.00	-20.00%
800.710.53300	Operating Expenses	8,025.00	9,330.00	-13.99%
800.710.53350	Janitorial Supplies	1,000.00	700.00	42.86%
800.710.53560	Gas, Oil, Etc.	16,000.00	16,000.00	0.00%
800.710.53570	Tires, Batteries, & Accessories	2,000.00	3,300.00	-39.39%
800.710.53580	Parts	6,000.00	6,000.00	0.00%
800.710.53590	Repair & Maintenance Supplies	30,000.00	30,000.00	0.00%
800.710.53750	Small Equipment	2,500.00	1,000.00	150.00%
TOTAL SUPPLIES & EQUIPMENT		69,325.00	70,330.00	-1.43%
800.710.54000	Professional Services	256,600.00	230,233.00	11.45%
800.710.54030	Training and Education	3,400.00	5,130.00	-33.72%
800.710.54040	Business Development	33,333.00	33,333.00	0.00%
800.710.54080	Local Travel	200.00	200.00	0.00%
800.710.54180	Advertising/Signage	0.00	0.00	0.00%
800.710.54200	Printing	2,000.00	2,000.00	0.00%
800.710.54220	Dues and Publications	4,650.00	3,550.00	30.99%
800.710.54255	Attorney Fees	10,000.00	10,000.00	0.00%
800.710.54300	Liability & Casualty Insurance	43,860.00	41,867.00	4.76%
800.710.54340	Contract Services	4,404.00	4,725.00	-6.79%
800.710.54520	Telephone	6,800.00	6,000.00	13.33%

Account Number	Account Name	FY 2015 Budget	FY 2014 Revised Budget	Percentage of Change from 2014 Budget
800.710.54540	Utilities	75,000.00	60,000.00	25.00%
800.710.54550	Repairs & Maintenance	100,000.00	100,000.00	0.00%
800.710.54552	Hangar Repairs	100,000.00	100,000.00	0.00%
800.710.54555	Casualty Loss Repairs	10,000.00	107,875.00	-90.73%
800.710.54580	Airport Equipment Maintenance	41,366.00	30,720.00	34.65%
800.710.54600	Equipment Rental	1,480.00	1,540.00	-3.90%
800.710.54930	Property Taxes	14,602.00	15,000.00	-2.65%
TOTAL OTHER SERVICES & CHARGES		\$ 707,695.00	\$ 752,173.00	-5.91%
800.710.55100	Improvements	36,500.00	320,000.00	0.00%
800.710.55150	Machinery	15,000.00	0.00	0.00%
800.710.55200	Equipment	6,000.00	0.00	0.00%
800.710.55250	Vehicles	0.00	0.00	100.00%
800.710.55300	Office Furniture	0.00	0.00	0.00%
800.710.55350	Communications Equipment	0.00	0.00	0.00%
800.710.55521	Utility Relocation	0.00	0.00	0.00%
800.710.55570	RAMP Grant	100,000.00	100,000.00	0.00%
TOTAL CAPITAL OUTLAY		\$ 157,500.00	\$ 420,000.00	-62.50%
EXPENSE BUDGET:		\$ 1,268,172.00	\$ 1,576,155.00	-19.54%

PROPOSED EXPENSE BUDGET WITH GRANTS: \$ 1,268,172.00 \$ 1,576,155.00 -19.54%
PROPOSED EXPENSE BUDGET WITHOUT GRANTS: \$ 1,131,672.00 \$ 1,476,155.00 -23.34%

BUDGET SUMMARY WITH GRANTS:				
Airport Revenue:		\$1,039,469.00	\$ 1,332,922.00	-22.02%
Airport Expense:		\$ 1,268,172.00	\$ 1,576,155.00	-19.54%
Total		(\$228,703.00)	\$ (243,233.00)	-5.97%

Total CIP Amount for FY 2015 is \$710,965.75
Capital Improvement Expenses for FY 2015 is \$86,500.00
CIP Net Gain over expenses is \$624,465.75

Proposed 2015 Budget and Tax Rate Adoption Schedule

Revised 6/4/14

<u>June 17</u>	<u>Send budget request documents to departments</u>
<u>July 18</u>	<u>Budget requests due back to Auditor</u>
<u>July 25</u>	<u>Appraisal roll due.</u>
<u>July 29</u>	<u>File proposed budget with County Clerk (LGC 111.006)</u>
<u>July 30</u>	<u>Publish notice that proposed budget is available for inspection</u>
<u>July 30</u>	<u>Receive calculation of effective tax rate and rollback rate.</u>
<u>August 3</u>	<u>Publish effective and rollback rates.</u>
<u>August 4-8</u>	<u>Meet with department directors (Bynum and Rivers, etc.)</u>
<u>August 11-15</u>	<u>Budget hearings with Commissioners Court</u>
<u>August 14</u>	<u>Post to agenda August 20 meeting</u>
<u>August 19</u>	<u>Hold a public meeting to discuss the proposed tax rate; if proposed tax rate will exceed the effective or rollback rate, take record vote and schedule a public hearing (9/2 & 9/5).</u>
<u>August 19</u>	<u>Court authorize publication of notice of public hearing of budget for FY2015.</u>
<u>August 19</u>	<u>Notify officials of their salary & expense information (LGC 152.013). Grievances must be filed by August 27 and heard by September 4 (LGC 152.016).</u>
<u>August 22</u>	<u>Publish "Notice of Public Hearing on Tax Increase", if necessary (1/4 page ad) (TAX 26.06(b)). This is the first 1/4 page ad. Tax Assessor publishes.</u>
<u>August 22</u>	<u>Publish notice of public hearing on the budget to be held September 2. (10 to 30 days after published -LGC 111.0075)</u>
<u>August 22</u>	<u>Publish notice of proposed salaries & expenses for elected officials. Put on the website</u>

- August 29 Post 72-hour notices for public hearing on budget.
- August 29 Post 72-hour notice for public hearing on tax rate, if necessary. (5:30)
- September 1 Post 72-hour notice for 2nd public hearing on tax rate, if necessary.
- September 2 Hold a public hearing on budget (LGC 111.007)
- September 2 Hold a public hearing on the tax rate, if necessary; schedule and announce meeting to adopt the FY15 tax rate (TAX 26.06(d)). This is the first of 2 public hearings. (5:30)
- September 4 Publish "Notice of Tax Revenue Increase" (1/4 page ad) (TAX 26.06(d)), if necessary.
- September 5 Hold 2nd public hearing on the tax rate, if necessary; schedule and announce meeting to adopt the FY14 tax rate (TAX 26.06(d)). 10:00 a.m.
- September 5 Post 72-hour notice to adopt the budget and tax rate.
- September 9 Adopt the budget and tax rate.

RMA BOARD AGENDA

ITEM NUMBER: Seven
MEETING DATE: 06-13-14

ITEM TITLE: Consideration of approval of the FY 2015 RMA Budget to be presented to Commissioners Court for approval.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: June 13, 2014

SUMMARY:

The Budget Committee met on June 5 to review the RMA budget for FY 2015.

Budget Summary:

Legal Services:		\$2,500.00
Locke Lord:	\$1,500.00	
Munson Law Firm	\$1,000.00	
RMA Board Travel and Registration:		\$3,000.00
Office and RMA Meeting Expenses:		\$1,500.00
Total Budget:		\$7,000.00

ATTACHMENTS (LIST)

Resolution 14-10
FY 2015 RMA Budget

ALTERNATIVES/RECOMMENDATIONS:

Airport staff and the Budget Committee recommend approving Resolution 14-10 and recommend the 2015 RMA Budget to Commissioners Court for their consideration



RESOLUTION No. 14-10

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, prudent management and fiscal oversight are overriding objectives of the GCRMA Board of Directors; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for GCRMA operations for each fiscal year; and

WHEREAS, the 2014 fiscal year will come to a close on September 30, 2014; and

WHEREAS, the GCRMA has developed a budget for fiscal year 2015 ("FY 2015"), attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the GCRMA Board of Directors approves the budget for FY 2015, attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that this budget may be amended from time-to-time with the approval of the Board of Directors.

APPROVED THIS 19th day of June, 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 14-10
Date Passed 06/19/14

GCRMA Budget Worksheet FY 2015

(October 1, 2014 - September 30, 2015)

Description

1. Legal Services - Locke Lord - \$1,500 for Updates to Organizational Documents due to legislative changes & \$1,000 for Ben Munson for county road extension project	\$2,500.00
2. RMA Board Travel and Registration - Travel to Austin to attend Transportation Commission Meeting in October for Project Report and attendance at Transportation Forum	\$3,000.00
3. Office and RMA Meeting Expenses - Expenses not provided by the County or Airport (Office Supplies, Telephone, Insurance, Postage, Bonds)	\$1,500.00
Subtotal	\$7,000.00
Total	\$7,000.00

Any reimbursement through the financial assistance with TxDOT was removed due to a lack of action by TxDOT on revising the scope of work on the tollway project. The last invoice submitted to TxDOT was August 1, 2012. The RMA must pay invoices that are related to the "project" in order to get any type reimbursement from TxDOT on administrative cost.

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: June 13, 2014

SUMMARY:

Monthly Reports:

1. Fuel Flowage Report for May 2014
2. ATC Operations Report for May 2014
3. NTRA Revenue & Expense Report

Facility Upgrades:

1. Taxiway B rehabilitation
2. Drive Lane between the Fire Station and Hangar 201

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 – May 2014
ATC Operations Report – May 2014
NTRA Revenue & Expense Report – April 2014
Exhibit A: Proposed zoning Boundaries
Table A: Compatibility Criteria Matrix

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

	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	20,050.0	36,620.0	56,670.0	32,162.0
Jun. 2014			-	47,584.0
Jul. 2014			-	47,325.0
Aug. 2014			-	39,033.0
Sep. 2014			-	35,312.0
Total:	112,189.0	195,851.0	308,040.0	420,540.0
Last Year's To Date Gallons Received Total:				251,286.0
Percent Change Over Last Year by Month:				76.20%
Percent Change Over Last Year:				22.59%

% of Avgas:	36.42%
% of Jet-A:	63.58%

Percent of Fuel used by flight school			
% of Avgas:	60.16%	% of Jet-A:	21.52%

*** 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	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	9,637.4	1,943.0	11,580.4	9,244.6
May. 2014	9,191.5	11,444.0	20,635.5	6,841.8
Jun. 2014			-	17,432.9
Jul. 2014			-	21,453.2
Aug. 2014			-	10,602.6
Sep. 2014			-	9,313.4
Total:	67,497.4	42,155.0	109,652.4	112,486.8
Last Year's To Date Gallons Received Total:				53,684.7
Percent Change Over Last Year by Month:				201.61%
Percent Change Over Last Year:				104.25%

% of Avgas:	61.56%
% of Jet-A:	38.44%

* 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	8	333	2	343	0	2	2,603	0	2,605	2,786	0	2,786	227	5,961	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	51	2,173	19	2,243	0	9	18,306	8	18,323	21,418	63	21,481	1,578	43,625	77,631

Month	OVERFLIGHT COUNT										
	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	6	0	0	6	4	47	170	0	221	227
Jun-14					0					0	0
Jul-14					0					0	0
Aug-14					0					0	0
Sep-14					0					0	0
Total	0	7	18	0	25	8	188	1,351	6	1,553	1,578

% Change Last Year/Same Time:	
Itinerant	15.60%
Local	1.73%
Overflight	2.87%
Total	7.88%

% Change Last Year by Month:	
Itinerant	3.00%
Local	49.30%
Overflight	89.17%
Total	22.96%

Peak Day was 401 operations on May 23, 2014
Slowest day was 14 operation on May 8, 2014
Average daily operation for May: 192.3 ops

Daily Summary of Ops:	# / Days	# / Ops	Avg.
1-99 Daily Ops	5	279	55.8
100 - 199 Daily Ops	11	1,610	146.4
200 - 299 Daily Ops	12	2,885	240.4
300 - 399 Daily Ops	2	686	343.0
400 - Plus Daily Ops	1	401	401.0

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: North Texas Tower

Location: Denison, TX

Mo.

0 | 5

Yr.

1 | 0

Location Ident.

G | Y | I

Airport Operations Count

Facility Operating Hours →

1 | 2 | 0

ITINERANT

LOCAL

Day	IFR					VFR					LOCAL			Total Airport Operations
	AC	AT	GA	MI	Total IFR Ininerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops	
01			6		6			101		101	78		78	185
02			3	2	5			104		104	124		124	233
03			4		4			146		146	164		164	314
04			2		2			63		63	122		122	187
05			2		2			90		90	52		52	144
06		3	8		11		2	116		118	77		77	206
07			16		16			38		38	56		56	110
08			13		13			1		1				14
09			17		17			96		96	94		94	207
10			4		4			122		122	84		84	210
11			13		13			16		16	52		52	81
12			9		9			5		5				14
13			7		7			73		73	151		151	231
14			18		18			113		113	151		151	282
15			8		8			116		116	108		108	232
16			12		12			107		107	64		64	183
17			7		7			194		194	42		42	243
18		4	27		31			102		102	100		100	233
19			6		6			54		54	58		58	118
20			11		11			49		49	27		27	87
21			16		16			84		84	89		89	189
22			10		10			185		185	147		147	342
23			12		12			195		195	182		182	389
24			14		14			103		103	154		154	271
25			14		14			30		30	98		98	142
26			8		8			33		33	76		76	117
27		1	13		14			3		3	52		52	69
28			21		21			68		68	159		159	248
29			9		9			116		116	93		93	218
30			16		16			48		48	62		62	126
31			7		7			32		32	70		70	109
Total		8	333	2	343		2	2603		2605	2786		2786	5734

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name North Texas Tower	Location: Denison, TX	Mo. 0 5	Yr. ⁴ 1 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								6		6	6
02						4		8		12	12
03								24		24	24
04								6		6	6
05								8		8	8
06							12			12	12
07							1	12		13	13
08											
09								6		6	6
10							10			10	10
11								2		2	2
12								6		6	6
13											
14								6		6	6
15							6			6	6
16								10		10	10
17								8		8	8
18								2		2	2
19							4	8		12	12
20		6			6						6
21							4	10		14	14
22								6		6	6
23								12		12	12
24								4		4	4
25											
26								6		6	6
27											
28								10		10	10
29							6	4		10	10
30							4	4		8	8
31								2		2	2
Total		6			6	4	47	170		221	227

YEAR TO DATE FINANCIAL UPDATE
AS OF APRIL 30, 2014

YTD REVENUE:	\$ 787,681.26
YTD EXPENSES:*	\$ 855,008.36
DIFFERENCE IN REVENUE & EXPENSE:	\$ (67,327.10)

*YTD Expenses minus depreciation

YTD FY 2014 Expense:	\$ 855,008.36
Expense for West Side Hangar Paid in FY 2014:	\$ 218,141.55
Current Expenses Minus West Side Hangar Expenses:	\$ 636,866.81
Difference in Revenue & Expenses minus West Side Hangar:	\$ 150,814.45

**NORTH TEXAS REGIONAL AIRPORT
REVENUE REPORT
APRIL, 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	30,863.29	239,810.31	49.72%
800.000.41520 Revenue Producing Facilities	332,639.00	26,172.08	201,964.64	60.72%
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	30,081.85	90.01%
800.000.41550 Land - Aviation	87,687.00	7,265.58	59,431.25	67.78%
800.000.41560 Insurance	50,646.00	3,528.68	24,555.21	48.48%
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	3,186.40	25,137.00	51.30%
800.000.49900 Insurance Proceeds	97,875.00	0.00	97,875.47	100.00%
800.000.49950 Miscellaneous	7,000.00	250.00	2,779.71	39.71%
800.000.49000 Interest Income	1,000.00	86.55	420.82	42.08%
800.000.4900 Donations	0.00	0.00	0.00	0.00%
800.000.49970 Transfer In	133,645.00	100,000.00	100,000.00	74.83%
GRAND TOTAL	1,332,922.00	172,875.84	787,681.26	59.09%

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

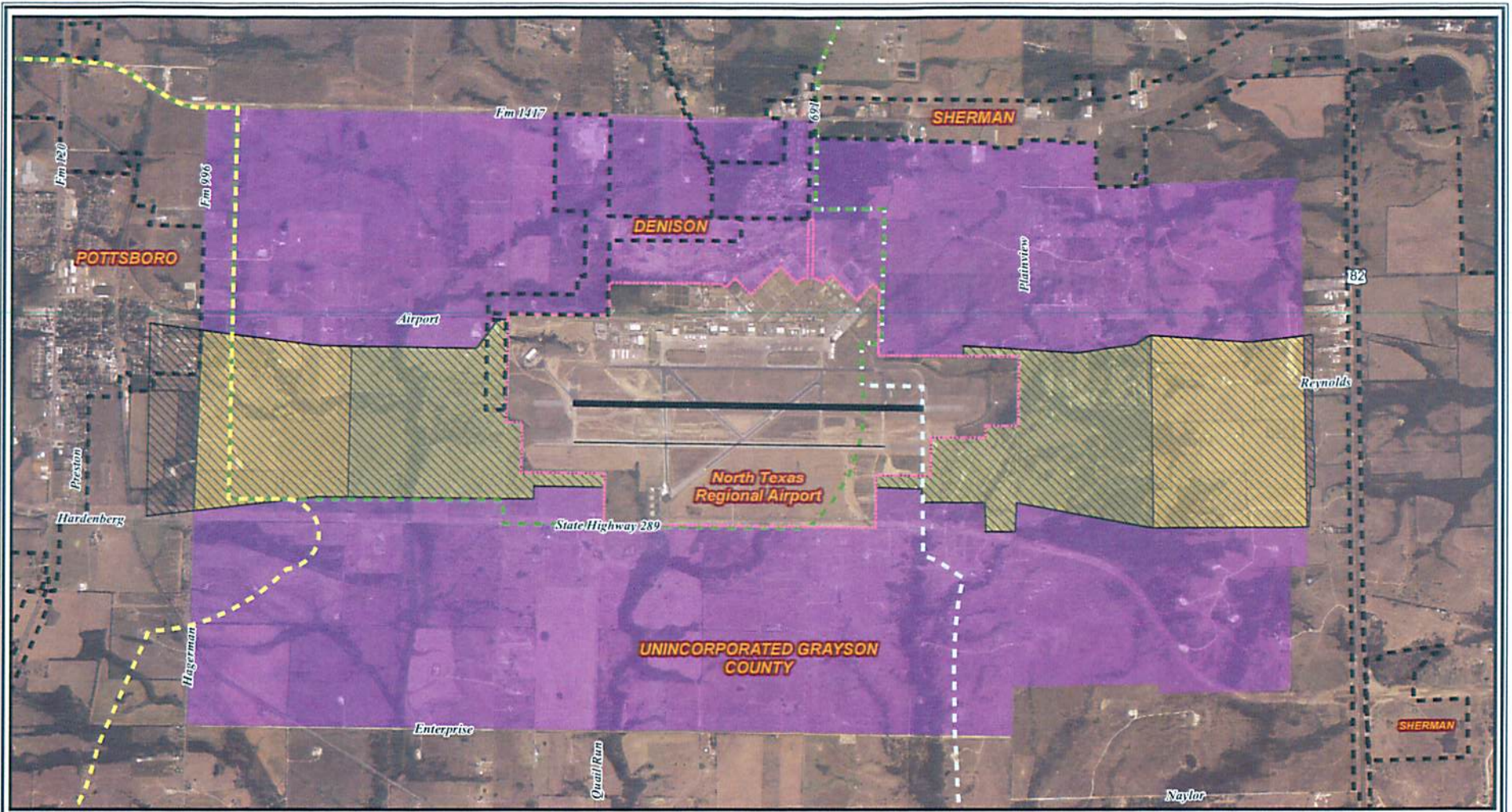
Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.51030	Assistants	160,819.00	12,146.38	-	88,024.66	45.26%
800.710.1080	Part-Time	45,094.00	3,879.04	-	20,547.82	54.43%
800.710.52010	Social Security Taxes	15,752.00	1,184.54	-	7,940.50	49.59%
800.710.52020	Group Hospital Insurance	29,064.00	2,421.00	-	16,947.00	41.69%
800.710.52030	Retirement	27,881.00	1,400.30	-	11,353.58	59.28%
800.710.52031	457 Deferred Comp Expense	-	614.20	-	2,457.41	0.00%
800.710.52040	Unemployment Compensation	927.00	71.53	-	496.88	46.40%
800.710.52050	Workers Compensation	4,115.00	238.06	-	1,842.02	55.24%
800.710.52060	Other Post Employment Benefits	50,000.00	-	-	-	100.00%
800.710.53100	Office Supplies	3,000.00	247.66	-	1,789.83	40.34%
800.710.53200	Postage	1,000.00	(55.29)	-	(10.85)	101.08%
800.710.53300	Operating Expenses	9,330.00	848.30	-	6,142.88	34.16%
800.710.53350	Janitorial Supplies	700.00	134.81	-	697.71	0.33%
800.710.53560	Gas, Oil, Etc.	16,000.00	1,242.32	-	5,470.38	65.81%
800.710.53570	Tires, Batteries & Accessories	3,300.00	254.45	-	2,808.12	14.91%
800.710.53580	Parts	6,000.00	166.26	-	3,292.27	45.13%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.53590	Repair & Maintenance Supplies	30,000.00	3,432.08	876.42	16,757.12	41.22%
800.710.53750	Small Equipment	1,000.00	449.99	-	563.93	43.61%
800.710.54000	Professional Services	233,420.00	16,583.34	1,758.88	124,120.88	46.07%
800.710.54030	Training & Education	5,130.00	952.70	-	3,336.37	34.96%
800.710.54040	Business Development	33,333.00	2,619.07	-	8,874.48	73.38%
800.710.54080	Local Travel	200.00	27.44	-	153.45	23.28%
800.710.54200	Printing	2,000.00	33.03	-	950.48	52.48%
800.710.4220	Dues & Publications	3,550.00	300.00	-	3,146.58	11.36%
800.710.54255	Attorney Fees	10,000.00	-	-	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	-	2,076.88	56.04%
800.710.54520	Telephone	6,000.00	265.92	-	3,431.29	42.81%
800.710.54540	Utilities	60,000.00	4,073.54	-	47,113.31	21.48%
800.710.54550	Repairs & Maintenance	100,000.00	10,670.72	4,907.61	44,038.29	51.05%
800.710.54552	Hangar Repairs	100,000.00	-	-	98,598.07	1.40%
800.710.54555	Casualty Loss Repairs	107,875.00	1,687.00	97,576.80	43,226.98	-30.52%
800.710.54580	Airport Equipment Maintenance	30,720.00	2,560.00	13,460.00	17,260.00	0.00%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.54600	Office Equipment Rental	1,540.00	81.00	88.75	987.82	30.09%
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	-	1,441.00	210,694.16	33.71%
800.710.55150	Machinery	-	-	-	-	0.00%
800.710.55250	Vehicles	-	-	-	-	0.00%
800.710.53530	Communications Equipment	-	-	-	-	0.00%
800.710.55521	Utility Relocation	-	-	-	-	0.00%
800.710.55570	RAMP Grant Expenditures	100,000.00	-	35,810.00	11,260.00	52.93%
TOTAL		2,049,342.00	68,896.37	155,919.46	1,064,431.05	

TOTAL EXPENSES (MINUS DEPRECIATION):

\$ 855,008.36



Legend		Extraterritorial Jurisdiction		Proposed Zones	
City Limits	DENISON	Zone A1	Zone B		
Airport Property	POTTSBORO	Zone A2			
Existing Avigation Easement	SHERMAN				

SOURCES:
 * Coffman Associates Analysis
 * Aerial photo is a 2008 National Agricultural Imagery Program (USDA)

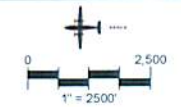


TABLE A

Compatibility Criteria Matrix

Zone	Maximum Densities/Intensities/Required Open Land			Additional Criteria	
	Dwelling Units per Acre ¹	Maximum Non-residential Intensity ²	Req'd Open Land ³	Prohibited Uses ⁴	Other Development Conditions ⁵
Zone A1	1 d.u. per 5 acres	100 persons per acre	30%	<ul style="list-style-type: none"> • Residential, except for very low residential • Petroleum refining & storage⁸ • Natural gas & petroleum pipelines⁹ • Children's schools, day care centers, libraries • Hospitals, nursing homes • Places of worship • Schools • Theaters, auditoriums, & stadiums • Dumps or landfills, other than those consisting entirely of earth & rock. • Waterways that create a bird hazard, does not include flood control, detention ponds or stock tanks. • Hazards to flight⁶ 	<ul style="list-style-type: none"> • Avigation easement dedication • Within reason, locate structures maximum distance from extended runway centerline • FAA airspace review required for objects > 770' MSL elevation⁷
Zone A2	1 d.u. per 2.5 acres	250 persons per acre	No Limit	<ul style="list-style-type: none"> • Theaters, auditoriums, & stadiums • Dumps or landfills, other than those consisting entirely of earth & rock. • Waterways that create a bird hazard, does not include flood control, detention ponds or stock tanks. • Hazards to flight⁶ 	<ul style="list-style-type: none"> • Avigation easement dedication • FAA airspace review required for objects > 770' MSL elevation⁷
Zone B	No Limit	No Limit	No Limit	<ul style="list-style-type: none"> • No Limit 	<ul style="list-style-type: none"> • Fair disclosure statement

Notes:

- ¹ Residential development must not contain more than the indicated number of dwelling units (excluding secondary units) per gross acre (d.u./ac). Clustering of units is encouraged. Gross acreage includes the property at issue plus a share of adjacent public or private roads and any adjacent, permanently dedicated, open lands.
- ² Usage intensity calculations shall include all people (e.g., employees, customers/visitors, etc.) who may be on the property at a single point in time, whether indoors or outside.
- ³ Open land requirements are to be applied with respect to an entire Zone A1. This is typically accomplished as part of a community general plan or a specific plan, but may also apply to large (10 acres or more) development projects. Open land is defined as all land not occupied by a structure, to include roadways, parking areas, allowed waterways, etc.
- ⁴ The uses listed here are ones that are explicitly prohibited regardless of whether they meet the intensity criteria. In addition to these explicitly prohibited uses, other non-residential uses will not be permitted in the respective compatibility zones when they do not meet the usage intensity criteria.
- ⁵ As part of certain real estate transactions involving residential property within any compatibility zone (that is, anywhere within the Airport influence area); information regarding Airport proximity and the existence of aircraft overflights must be disclosed. Easement dedication and deed notice requirements indicated for specific compatibility zones apply only to new and redevelopment if approval is required.
- ⁶ Hazards to flight include physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations. Land use development that may cause the attraction of birds to increase is prohibited.
- ⁷ This Mean Sea Level (MSL) height criterion is for general guidance. Objects below this 770' MSL height normally will not be airspace obstructions. Taller objects may be acceptable if determined not be obstructions.
- ⁸ Does not include storage tanks associated with well heads.
- ⁹ Natural gas & petroleum pipelines less than 36 inches below the surface.

RMA BOARD AGENDA

ITEM NUMBER: Eight
MEETING DATE: 06-19-14

ITEM TITLE: Public Comment.
SUBMITTED BY: Mike Shahan, Director
DATE SUBMITTED: June 13, 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: