



# GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

4700 Airport Drive - Denison, Texas 75020  
Tel. 903.786.3566 - Fax 903.786.9185 - www.gcrma.com

June 25, 2015

## AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, July 2, 2015, 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 June 11, 2015, Board Meeting.
3. Consideration of approval of an Easement and Right of Way Agreement with Oncor Electric Delivery Company, LLC.
4. Consideration of approval of a License Agreement with Kustom Kemps of America, Inc.
5. Consideration of approval of a License Agreement with Texas Army National Guard.
6. Act on request to adjourn into Executive Session pursuant to Texas Government Code Section 551.087, Deliberations Regarding Economic Development Negotiations.
7. Reconvene Regular Session; Action on Executive Session Items:
8. Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News.
9. Consideration of approval of a Proclamation recognizing Mike Shahan for his 16 years of service to the Airport and Grayson County.
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.northtexasregionairport.com

## RMA BOARD AGENDA

ITEM NUMBER: Two  
MEETING DATE 07/02/15

---

**ITEM TITLE:** Consideration of approval of Minutes of June 11, 2015, Board Meeting

**SUBMITTED BY:** Terry Morrow, Administrative Assistant

**DATE SUBMITTED:** June 25, 2015

---

**SUMMARY:**

Minutes of the June 11, 2015, 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  
JUNE 11, 2015**

**MEMBER'S PRESENT:**

Bill Hubbard, Chairman  
Bill Benton, Vice Chairman  
Bill Rasor  
Randy Hensarling

**MEMBER'S ABSENT:**

Robert Brady

**OTHER'S PRESENT:**

Mike Shahan, Director  
Terry Vogel, Lake Texoma Jet Center  
Bart Lawrence, Commissioner Pct. #4  
Van Price, Assistant District Attorney  
Bill Bristow, Grayson County Juvenile Services  
Michael Hutchins, Herald Democrat  
Mike Garrison, Brown & Gay Engineers

Bill Magers, County Judge  
W. B. (Ben) Munson, Esquire  
Phyllis James, Commissioner Pct. #3  
Jeff Whitmire, Commissioner Pct. #1  
Mark Taylor, U.S. Aviation  
Larry Reichart, Walton Development  
Stoney Skidmore, Brown & Gay Engineers

**1.**

**Call to Order.**

Bill Hubbard, Chairman, called the meeting to order at 10:02 a.m. and welcomed everyone to the meeting.

**2.**

**Consideration of approval of the May 8, 2015, Board Meeting.**

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

**3.**

**Consideration of preliminary approval to allow Grayson County Juvenile Services to lease additional land to locate up to four Tiny Houses for use by Juvenile Services.**

Mr. Shahan advised the Board that Mr. Bristow, Director of Grayson County Juvenile Services, is requesting preliminary approval to allow him to lease additional property on the north side of the newly completed 24-bed facility. He stated that Mr. Bristow would like to construct up to four concrete slabs that have hook ups for water, sewer and electricity. Mr. Shahan stated that Mr. Bristow would like to use the site for tiny houses that will be used for temporary housing for probation officers and parents visiting their children.

Mr. Bristow advised the Board that his department would like to develop a vocational experience program that would enable children in the post-adjudication program and on probation to develop life skills. He stated that the children in these programs would build the tiny houses inside the secure area of their facility and they would be built on skids. Mr. Bristow stated that once the house is complete, it would be moved on the concrete pad for use. Mr. Bristow stated that there would never be more than four tiny houses at any given time. He stated that once the fourth house is completed, the first house would be moved back into the fenced area, torn down, and another house built. He stated it would take approximately one year to complete one tiny house.

Mr. Shahan advised the Board that if this is approved, the area would be surveyed and a lease amendment would be presented at a later date. Mr. Rasor made the motion to give preliminary approval to Grayson County Juvenile Services to lease additional land to locate up to four tiny houses for use by Juvenile Services. Mr. Benton seconded the motion. All members voted aye.

4.

**Consideration of approval of a Lease Addendum with Grayson Aviation I, LLC, for Building #10003.**

Mr. Shahan stated that Terry Vogel with Lake Texoma Jet Center is asking permission to make up to \$80,000 in improvements to Building #10003 on the west side of the airport. He stated that she is requesting 50% reimbursement on interior improvements and 100% reimbursement on all exterior improvements per NTRA policy. Mr. Shahan stated that the reimbursement for the improvements would be \$941.25 per month. He stated that the Board had a list of the improvements that were going to be made. He stated that no reimbursement would be given until a detailed statement of work and paid invoices were provided to the airport administrative offices for verification. Mr. Benton made the motion to approve the Lease Addendum with Grayson Aviation I, LLC, for Building #10003. Mr. Hensarling seconded the motion. All members voted aye.

5.

**Consideration of approval of a Partial Lease Termination and Modification Agreement with Carson Aviation, LLC.**

Mr. Shahan advised the Board that Carson Aviation is requesting a modification to their lease agreement. He stated that they would like to be released from the remaining 32,000 sq. ft. and be released from the requirement to build the remaining four hangars. Mr. Shahan stated that Independent Bank would be required to approve the agreement and modify the existing Subordination, Non-Disturbance and Attornment Agreement. Mr. Shahan stated that should the Board approve this request, the lease premises would revert to an 8,000 sq. ft. lot and the lease rate would remain \$0.21 per square foot per year and the term would remain thirty years. After further discussion, Mr. Hensarling made the motion to approve the Partial Lease Termination and Modification Agreement with Carson Aviation, LLC. Mr. Rasor seconded the motion. All members voted aye.

6.

**Consideration of approval of the FY 2016 Airport Budget to be presented to Commissioners Court for approval.**

Mr. Shahan advised the Board that the Budget Committee had met on May 28 to review the Airport Budget for FY 2015. He stated that the Board had a copy of the recommended budget. Mr. Shahan went through the proposed budget. Mr. Hensarling made the motion to approve the FY 2016 Airport Budget to be presented to Commissioners Court for approval. Mr. Rasor seconded the motion. All members voted aye.

7.

**Consideration of approval of the FY 2016 RMA Budget to be presented to Commissioners Court for approval.**

Mr. Shahan advised the Board that the RMA budget was the same as the previous year with the exception of the \$33,333.00 that was moved from the Airport budget into the RMA budget. He stated that this money would be used for marketing the Airport. After some discussion, Mr. Benton made the

motion to approve the FY 2016 RMA Budget to be presented to Commissioners Court for approval. Mr. Hensarling seconded the motion. All members voted aye.

**8.**

**Act on request to adjourn into Executive Session pursuant to Texas Government Code Section 551.072, Deliberations about Real Property and Section 551.074 Deliberations regarding Personnel Matters.**

Mr. Hubbard stated that the Board would be recessing into Executive Session. The Board recessed into Executive Session at 10:40 a.m. Mr. Hubbard asked that members of Commissioners Court remain in the room.

**9.**

**Reconvene Regular Session; Action on Executive Session Items.**

The Board reconvened into regular session at 11:20 a.m. At this time, Mr. Hubbard stated that the Board had to items that needed action.

Mr. Benton made the motion to approve Resolution 15-12 authorizing Brown & Gay to work with TxDOT to create a new working document and use them as consultants to develop a corridor, plan and engineering documents for Grayson County Tollway from the Grayson County Line to FM 121 and also authorize the Board Chairman to send District Engineer Montgomery a letter requesting that authorization change. Mr. Hensarling seconded the motion. All members voted aye.

Mr. Hubbard then made the motion to provide for Ms. Morrow to have the authority to sign for ongoing items until such time that a new director is hired, name Mr. Hensarling and himself to work with two members of Commissioners Court during the selection process, and to have Grayson County Human Resource Director involved in giving guidance and understanding of the selection process. Mr. Rasor seconded the motion. All members voted aye.

**10.**

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

Mr. Shahan advised the Board that they had the February fuel flowage report. He stated that fuel sales were down 21.4% for the year for the same time last year.

Mr. Shahan stated that the Board had been given the air traffic operations report. He stated that operations were up approximately 10.4% from the same time last year.

Mr. Shahan advised the Board that they had the January budget report and that the Airport had a positive cash flow of \$36,884.22.

Mr. Shahan advised the Board that the improvements to Hangar #111 were underway.

Mr. Shahan stated that we had switched engineering firm and are now working with Dry Tec to write bed specifications for Hangar #401 roof repairs.

Mr. Shahan advised the Board that TxDOT had signed the contracts for the 2015 Capital Improvement Project and that there would be a pre-construction meeting the following Tuesday.

Mr. Shahan advised the Board that the preliminary appraisals have been completed on the RPZ land purchase and that TxDOT is reviewing those.

Mr. Shahan stated that the Lone Star Aerobic Championship would begin tomorrow and run through Saturday unless a rain day was needed.

Mr. Shahan stated that the U.S. National Aerobic Championships are scheduled for September 19-26, 2015.

Mr. Shahan stated that the Texoma 100 Air Race is scheduled for October 10, 2015.

Mr. Shahan advised the Texas Army National Guard would like to do another day exercise on November 14 with an alternate date of November 15. He stated that the license agreement would be on the agenda for the next meeting.

Mr. Shahan stated that the Board needed to consider when the next Board Meeting would be held. He stated that he would be gone on the next meeting date and that Ms. Morrow would be on vacation. After some discussion, the meeting was scheduled for Thursday, July 2, 2015.

**11.**  
**Public Comments.**

There were no public comments.

**12.**  
**Adjourn.**

There being no other business, the meeting was adjourned at 11:30 a.m.

**13.**  
**Next Meeting.**

The next regularly scheduled Board of Director's Meeting will be held on July 2, 2015, at 10:00 a.m. in the meeting room of the GTUA, 5100 Airport Drive, Denison, Texas.

---

W. R. Hubbard, Jr., Chairman

---

Terry Morrow, Administrative Asst.

## RMA BOARD AGENDA

**ITEM NUMBER: Three**  
**MEETING DATE: 07/02/15**

---

**ITEM TITLE:** Consideration of approval of an Easement and Right of Way Agreement with Oncor Electric Delivery Company LLC.

**SUBMITTED BY:** Mike Shahan, Director

**DATE SUBMITTED:** June 25, 2015

---

### **SUMMARY:**

Oncor Electric Delivery Company LLC is requesting an Easement and Right of Way so they can upgrade the electric lines to Building 10003. This will also make it easier to provide electric service to the remaining 200 acres located on the west side of the Airport.

Oncor will do the upgrade at no cost to the Airport.

Mr. Munson has reviewed the Easement, made recommended changes, which Oncor has done.

---

### **ATTACHMENTS (LIST)**

Resolution 15-14

Easement and Right of Way Agreement

---

### **ALTERNATIVES/RECOMMENDATIONS:**

Airport staff recommends approval of the Easement and Right of Way Agreement with Oncor Electric Delivery Company, LLC



## RESOLUTION No. 15-14

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, 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 (“NTRA”) and its facilities; and

WHEREAS, installation of electric utilities must be installed prior to construction of the hangar development of Carson Aviation, LLC; and

WHEREAS, Oncor Electric Delivery Services, LLC, request an Easement and Right of Way Agreement with NTRA so that electric utilities can be installed at the new hangar development area; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Easement and Right of Way Agreement as requested by Oncor Electric Delivery Services, LLC.

APPROVED THIS 2nd day of July, 2015, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

---

Mike Shahan  
Executive Director for the Grayson  
County Regional Mobility Authority

---

W. R. Hubbard, Jr.  
Chairman, Board of Directors  
Resolution Number 15-14  
Date Passed 07/02/15



District: Texoma  
WR #: 3274596  
ER # \_\_\_\_\_

**EASEMENT AND RIGHT OF WAY**

STATE OF TEXAS                           §  
  §                           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF GRAYSON                 §

That **Grayson County Texas**, a political body existing under the Constitution and Laws of the State of Texas, acting by and through the **Grayson County Regional Mobility Authority**, 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**, Acting by and through its **Interim Directory**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed and if located outside of the tract as described in the attached Exhibit "A", this instrument shall be amended to reflect the actual location of said lines.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the

easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

**TO HAVE AND TO HOLD** the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

**Grayson County Texas , a political body existing under the Constitution and Laws of the State of Texas, acting by and through the Grayson County Regional Mobility Authority, 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, Acting by and through its Interim Directory:**

By:

\_\_\_\_\_  
Terry Morrow. Interim Director

**STATE OF TEXAS                    §**  
    §  
**COUNTY OF GRAYSON           §**

**BEFORE ME**, the undersigned authority, on this day personally appeared Terry Morrow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Grayson County Regional Mobility Authority, as the Interim Director thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_ day of \_\_\_\_\_, A.D. 2015.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Helvey and Associates Surveying, Inc.**

222 West Main Street · Denison, Texas 75020  
 Ph: (903) 463-6191 · Fax: (903) 463-4088 · helveysurveying@comcast.net  
 TBPLS Firm Registration No. 10088100

Boundary Surveys · Topographic Surveys · ALTA/ACSM Surveys  
 Oil Well Sites · Subdivision Planning, Platting & Consultation · Construction Staking  
 President: Billy F. Helvey, RPLS 4488 Vice President: Kenneth N. Russell, RPLS 4409

**Easement**  
**0.33 Acres or 14,295 Sq. Ft.**

**SITUATED** in the County of Grayson, State of Texas, being a part of the George Hall Survey, Abstract No. 576 and being an easement upon, over and across the 1,186.04 acre tract of land (Attachment "A") conveyed to Grayson County, Texas in Volume 1231, Page 579, Deed Records, Grayson County, Texas and the perimeters of said easement being more particularly described by metes and bounds as follows to-wit:

**BEGINNING** at a 1/2 inch capped rebar found, stamped "RPLS 5557" at an angle point in the East line of State Hwy. 289 and the West line of said Grayson County property, at the beginning of a curve;

**THENCE** Northwesterly, with the East line of said State Hwy. 289 and the West line of said Grayson County property, with a curve to the right, having a radius of 4,413.66 ft., a central angle of 4 deg. 23 min. 22 sec. (*Chord bears: North 07 deg. 24 min. 33 sec. West, 338.05 ft.*) and an arc length of 338.13 ft. to a point at the Northwest corner of the herein described easement;

**THENCE** Easterly and then Westerly, over and across said Grayson County property, the following calls and distances:

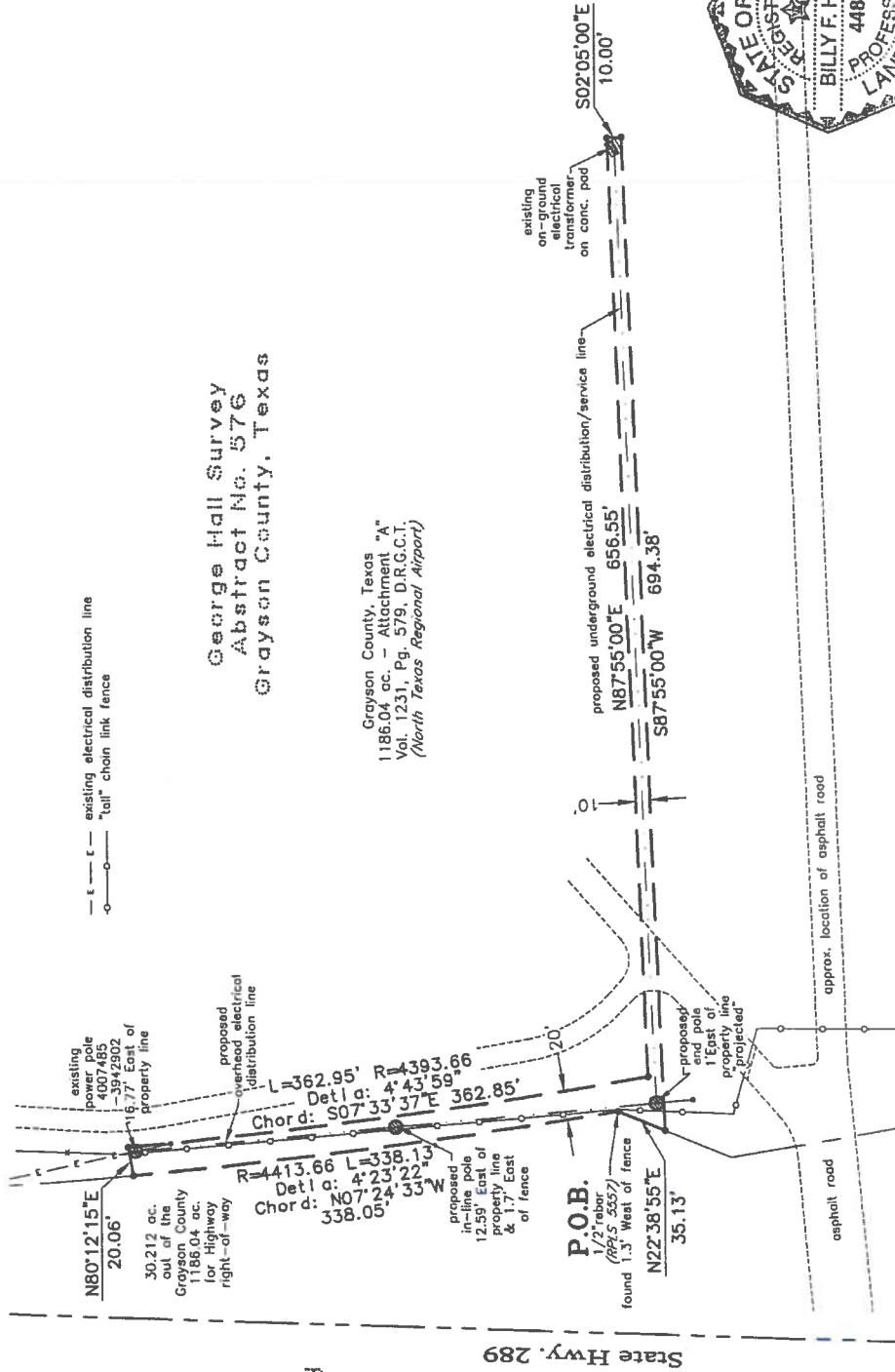
1. North 80 deg. 12 min. 15 sec. East, over and across said Grayson County property, a distance of 20.06 ft. to a point at the most Northerly Northeast corner of the herein described easement, at the beginning of a curve;
2. Southeasterly, with a curve to the left, having a radius of 4,393.66 ft., a central angle of 4 deg. 43 min. 59 sec. (*Chord bears: South 07 deg. 33 min. 37 sec. East, 362.85 ft.*) to an Ell corner of the herein described easement;
3. North 87 deg. 55 min. 00 sec. East, a distance of 656.55 ft. to the most Easterly Northeast corner of the herein described easement;
4. South 02 deg. 05 min. 00 sec. East, a distance of 10.00 ft. to the Southeast corner of the herein described easement;
5. South 87 deg. 55 min. 00 sec. West, a distance of 694.38 ft. to a point in the East line of said State Hwy. 289 and the West line of said Grayson County property, at the Southwest corner of the herein described tract;

**THENCE** North 22 deg. 38 min. 55 sec. East, with the East line of said State Hwy. 289 and the West line of said Grayson County property, a distance of 35.13 ft. to the **PLACE OF BEGINNING** and containing **0.33 ACRES or 14,295 SQ. FT.** of land.



*Billy F. Helvey*  
 Billy F. Helvey, R.P.L.S. No. 4488  
 May 15, 2015

EXHIBIT "A"  
Pg 2 of 2



Scale:  
1" = 100'

George Hall Survey  
Abstract No. 576  
Grayson County, Texas

Grayson County, Texas  
1186.04 ac. - Attachment "A"  
Vol. 1231, Pg. 579, D.R.G.C.T.  
(North Texas Regional Airport)

J. P. Jackson Survey  
Abstract No. 619

**Bearing Base:**

Geodetic North; as derived from a "Survey Grade" Global Positioning System (GPS), operated in the World Geodetic Coordinate System, WGS 84.

The distances shown hereon are ground distances.

Helvey & Associates Surveying, Inc.  
222 W. Main St.  
Denison, Texas 75020  
Ph (903) 463-6191 Fax (903) 463-4088  
Firm Registration No. 10068100  
Texas Board of Professional Land Surveying

0.33 ac./14,295 sq. ft. easement for Oncor Electric Delivery  
over and across Grayson County, Texas 1186.04 ac. tract



*[Signature]*  
Billy F. Helvey, R. P. L. S. No. 4488  
Copyright Date: May 15, 2015

## RMA BOARD AGENDA

ITEM NUMBER: **Four**  
MEETING DATE: **07/02/15**

---

**ITEM TITLE:** Consideration of approval of a License Agreement with Kustom Kemps of America, Inc.

**SUBMITTED BY:** Mike Shahan, Director

**DATE SUBMITTED:** June 25, 2015

---

### **SUMMARY:**

Kustom Kemps of America, Inc. has conducted drag races on the closed runway for the past five 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 27, 2015. This event allows the car show participants to bring their vehicles to the airport and run them in a drag race type event.

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.

Mr. Munson has approved the contract as to form but he advised that Kustom Kemps of America, Inc., needs to qualify to do business in Texas as a foreign corporation prior to the event. This would be done through the Secretary of State's office.

The License Agreement will not be signed until Kustom Kemps is qualified to do business in Texas.

---

### **ATTACHMENTS (LIST)**

Resolution 15-15  
License Agreement

---

### **ALTERNATIVES/RECOMMENDATIONS:**

Approve License Agreement with Kustom Kemps of America, Inc.



## **RESOLUTION No. 15-15**

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 27, 2015; 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 2nd day of July, 2015, 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 15-15  
Date Passed 07/02/15

STATE OF TEXAS }

COUNTY OF GRAYSON }

**LICENSE AGREEMENT**

THIS AGREEMENT made and entered into as of \_\_\_\_\_, 2015, 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 27, 2015. 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 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

Licensors shall be furnished, within ten (10) days prior to the date of occupancy, with a copy of such proof of insurance. Licensors 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. Licensors agrees to cooperate with the Licensee to assist in securing such permits, licenses and authorizations insofar as the same are issued under Licensors'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 \_\_\_\_\_, 2015.

COUNTY OF GRAYSON, TEXAS

BY: THE GRAYSON COUNTY REGIONAL MOBILITY  
AUTHORITY

Approved as to Form:

BY: \_\_\_\_\_  
Terry Morrow, Interim 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 \_\_\_\_\_, 2015, by Terry Morrow, Interim Director, Grayson County Regional Mobility Authority.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF \_\_\_\_\_        }  
COUNTY OF \_\_\_\_\_    }

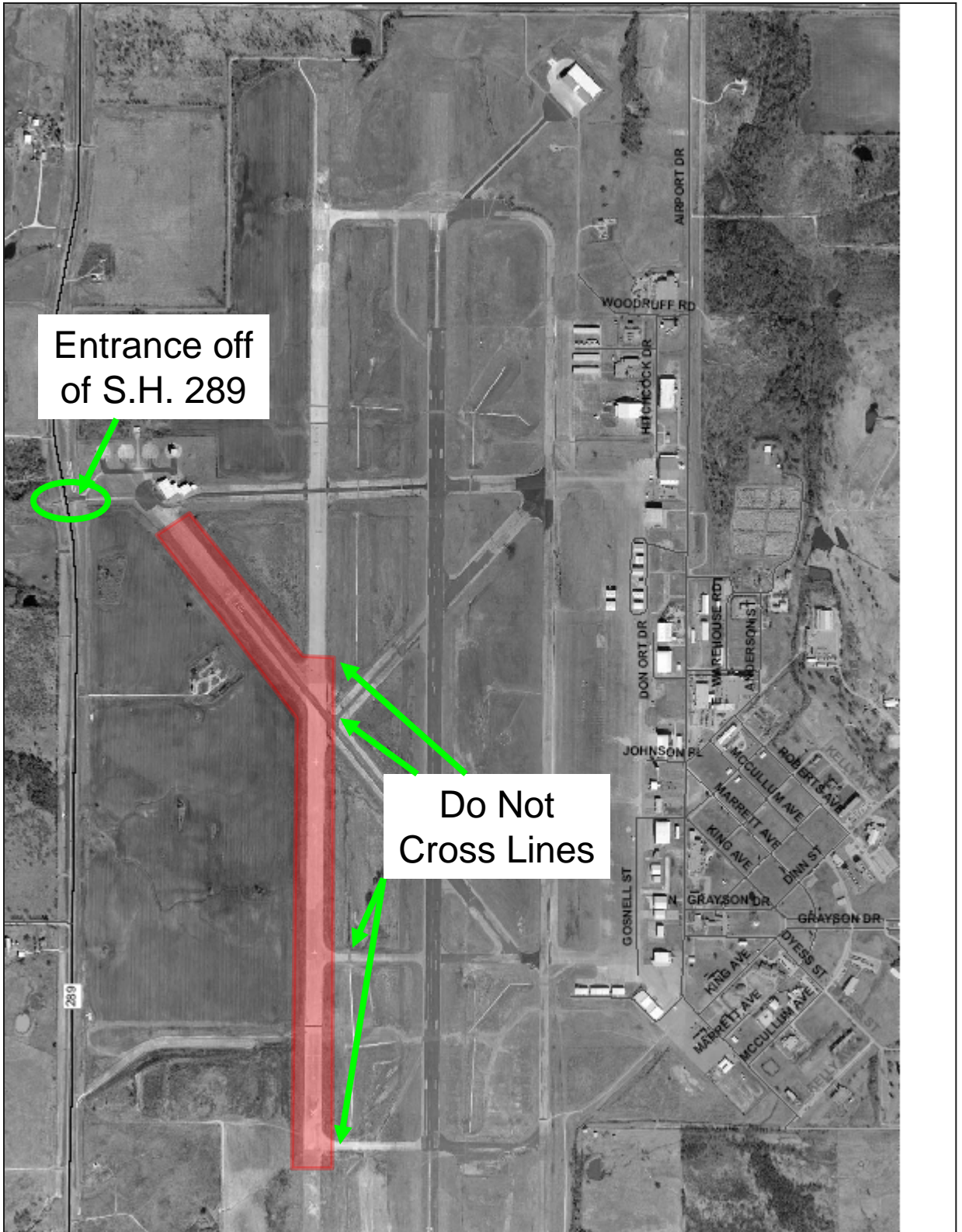
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Jerry Titus, President, Kustom Kemps of America, Inc.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



**Exhibit A**

**Portion's of Airport Covered in License**



**License Agreement  
Kustom Kemps of America, Inc.  
Exhibit A**

**Exhibit B**

**Waiver of Liability**

**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 27, 2015, 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: 07/02/15**

---

**ITEM TITLE:** Consideration of approval of a License Agreement with Texas Army National Guard.

**SUBMITTED BY:** Mike Shahan, Director

**DATE SUBMITTED:** June 24, 2015

---

**SUMMARY:**

This is another daytime exercise that will be conducted by the Texas Army National Guard. This exercise is scheduled for Saturday, November 14, 2015. Should there be inclement weather; the exercise would be conducted on November 15, 2015.

Mr. Munson has approved the license agreement as written.

---

**ATTACHMENTS (LIST)**

Resolution 15-16  
License Agreement

---

**ALTERNATIVES/RECOMMENDATIONS:**

Approve the License Agreement with Texas Army National Guard.



## **RESOLUTION No. 15-16**

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 Texas Army National Guard has requested to permission to conduct a training exercise at NTRA; and

WHEREAS, the Texas Army National Guard training exercise will be held November 14, 2015; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Texas Army National Guard, for the purpose of conducting a training exercise at NTRA.

APPROVED THIS 2nd day of July, 2015, 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 15-15  
Date Passed 07/02/15

STATE OF TEXAS }

COUNTY OF GRAYSON }

**LICENSE AGREEMENT**

THIS AGREEMENT made and entered into as of \_\_\_\_\_, 2015, 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 Texas Army National Guard (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.

**4. OCCUPANCY OF FACILITY:**

Licensee may conduct a multi-aircraft mass tactical airborne assault with a subsequent vehicle, air, and land option from November 14 through November 15, 2015. 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 an airborne assault with subsequent air and land option and uses incidental thereto. Uses undertaken by Licensee at the Facility are sometimes herein referred to as “the Event.”
- B. During the periods when the Event 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 the actual Event and an outline of its plans for the control of vehicular and pedestrian traffic. 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 Event, provided however, Nothing in this License shall authorize Licensee to deny admission 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 non-routine or other activities interfering or competing with the Event during the period Licensee has occupancy of the Facility.
- F. Licensee shall have the exclusive right to conduct the Event 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 in areas designated by the Licensor. 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 and debris 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 Event is actually being conducted, Licensor may reasonably restrict activities at the Airport as shall be mutually agreed on, to allow the Event to be held in a safe and satisfactory manner while reasonably providing for the needs of the flying public.
- 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 not applicable 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 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 10 days after delivery of written notice thereof to Licensor.
- 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. Licenser shall not be required to release any Licensee Property to Licensee until Licensee has paid Licenser all costs incurred by Licenser in removing and storing such Licensee Property and all other amounts owed by Licensee to Licenser pursuant to this License, including without limitation, unpaid License Fees and costs incurred by Licenser to repair the Facility.

C. Excuse of Performance by Reason of Force Majeure:

Neither Licenser 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 Licenser or Licensee and which by the exercise of diligence Licenser 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 Licenser's option, survive termination of this Agreement.

E. Surrender of FACILITY:

Licensee covenants and agrees to yield and deliver peaceably to Licenser 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 Licenser.

**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 Licenser. 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 Licenser 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.

**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. 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.
3. 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 Event. 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:**

Texas Army National Guard  
Attn: Captain Michael B. Hess  
2200 West 35<sup>th</sup> Street  
Building 10, Camp Mabry  
Austin, Texas 78763

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 \_\_\_\_\_, 2015.

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

Approved as to Form:

BY: \_\_\_\_\_  
Terry Morrow, Interim Director

\_\_\_\_\_  
William B. Munson

TEXAS ARMY NATIONAL GUARD

BY: \_\_\_\_\_  
Captain Michael B. Hess, Assistant Operations Officer  
1<sup>st</sup> (Airborne) – 143<sup>rd</sup> Infantry Regiment

STATE OF TEXAS            }  
COUNTY OF GRAYSON    }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Terry Morrow, Interim Director, Grayson County Regional Mobility Authority.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            }  
COUNTY OF GRAYSON    }

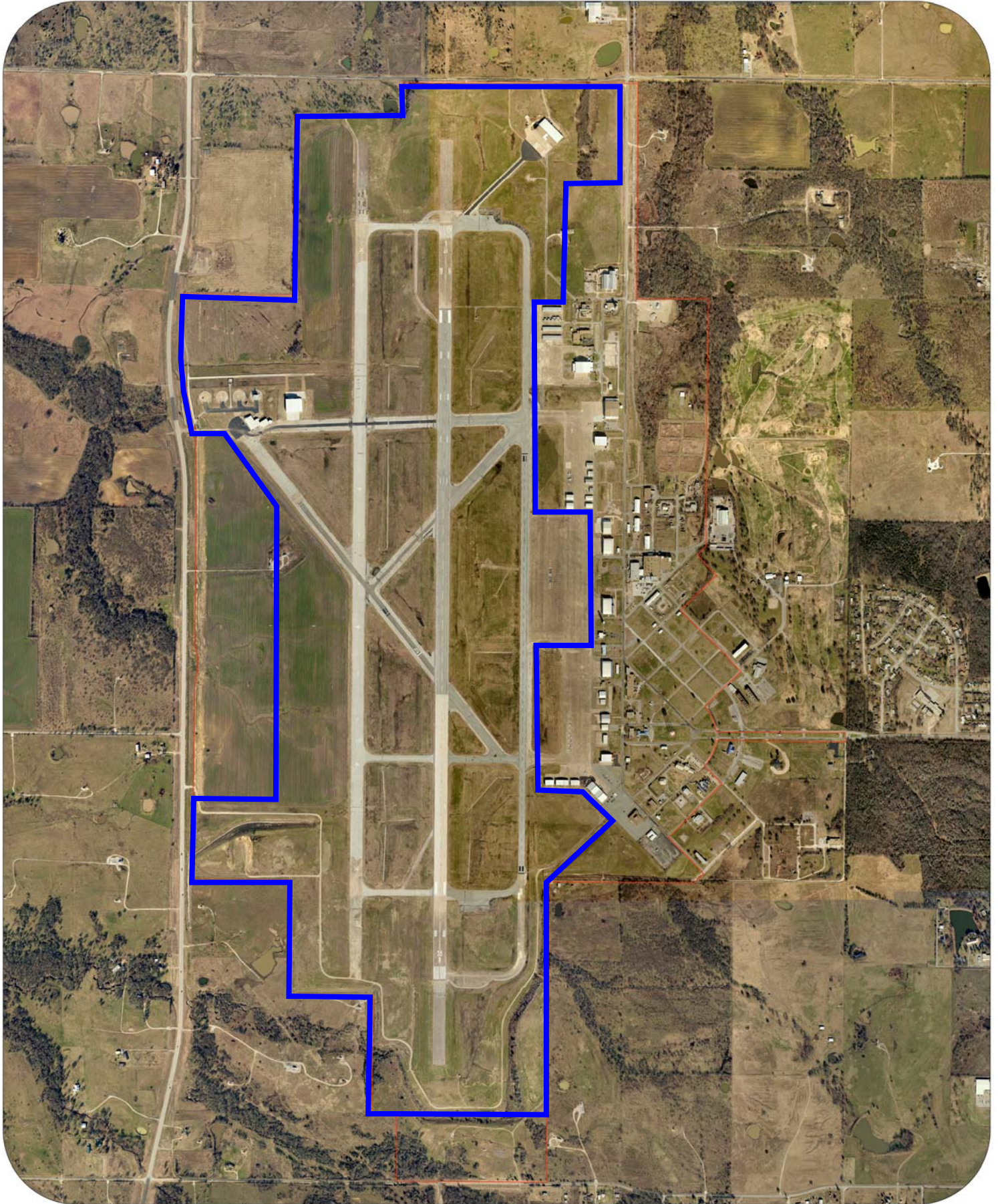
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Captain Michael B. Hess, Assistant Operations Officer, 1<sup>st</sup> (Airborne) – 143<sup>rd</sup> Infantry Regiment, Texas Army National Guard.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

**Portions of Airport Covered in License**





 Authorized Use Area



0 700 1,400 2,800 Feet





**RMA BOARD AGENDA**

**ITEM NUMBER: Six**  
**MEETING DATE: 07/02/15**

---

**ITEM TITLE:** Act on request to adjourn into Executive Session pursuant to Texas Government Code Section 551.087, Deliberations regarding Economic Development Negotiations.

**SUBMITTED BY:** Mike Shahan, Director

**DATE SUBMITTED:** June 25, 2015

---

**SUMMARY:**

---

**ATTACHMENTS (LIST)**

---

**ALTERNATIVES/RECOMMENDATIONS:**

**RMA BOARD AGENDA**

**ITEM NUMBER: Seven**  
**MEETING DATE: 07/02/15**

---

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

**SUBMITTED BY:** Mike Shahan, Director

**DATE SUBMITTED:** June 25, 2015

---

**SUMMARY:**

---

**ATTACHMENTS (LIST)**

---

**ALTERNATIVES/RECOMMENDATIONS:**

## RMA BOARD AGENDA

ITEM NUMBER: Eight  
MEETING DATE: 07/02/15

---

**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 25, 2015

---

**SUMMARY:**

Monthly Reports:

Facility Upgrades:

1. Airport Bid Projects – Hangars 111 and 401
2. 2015 Capital Improvement Project – Status Report

GCRMA/Airport Events/News:

1. U.S. National Aerobatic Championships – September 19-26, 2015
2. Update on meeting with FAA and Legislative Officials to discuss the Federal Contract Tower Program

---

**ATTACHMENTS (LIST)**

---

**ALTERNATIVES/RECOMMENDATIONS:**

Take action as necessary

**RMA BOARD AGENDA**

**ITEM NUMBER: Nine**  
**MEETING DATE: 07/02/15**

---

**ITEM TITLE:** Consideration of approval of a Proclamation recognizing Mike Shahan for his 16 years of service to the Airport and Grayson County.

**SUBMITTED BY:** Bill Hubbard, Chairman

**DATE SUBMITTED:** June 25, 2015

---

**SUMMARY:**

---

**ATTACHMENTS (LIST)**

Proclamation

---

**ALTERNATIVES/RECOMMENDATIONS:**

Approve Proclamation recognizing Mike Shahan for his service to the Airport and Grayson County.



## **PROCLAMATION HONORING MIKE SHAHAN**

**WHEREAS**, Mike Shahan has served as the Airport Director of the North Texas Regional Airport – Perrin Field for sixteen years; and

**WHEREAS**, Mike Shahan has rendered distinguished service to the citizens of Grayson County as Airport Director of NTRA – Perrin Field for the past sixteen years; and

**WHEREAS**, during his tenure he has dealt with many issues affecting the North Texas Regional Airport – Perrin Field; and

**WHEREAS**, his devotion and guidance to NTRA – Perrin Field has been invaluable in the development and growth of the Airport and developing the Airport into a viable asset for the community; and

**NOW, THEREFORE, BE IT RESOLVED**, that the GCRMA hereby expresses its gratitude for the tireless work and dedication that Mike Shahan has given to North Texas Regional Airport – Perrin Field and GCRMA and the citizens of Grayson County.

THIS Proclamation was unanimously adopted this the 2nd day of July, 2015, by the Board of Directors of the Grayson County Regional Mobility Authority.

Approved:

---

Bill Hubbard  
Chairman, Board of Directors

## RMA BOARD AGENDA

ITEM NUMBER: Ten  
MEETING DATE: 07/02/15

---

**ITEM TITLE:** Public Comment.  
**SUBMITTED BY:** Mike Shahan, Director  
**DATE SUBMITTED:** June 25, 2015

---

### **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:**