



GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

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

February 26, 2016

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, March 3, 2016, 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 January 14, 2016 and Minutes of January 25, 2016, Board Meetings.
3. Consideration of approval of a License Agreement with Texas Army National Guard.
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 2016.
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 2016 U.S. National Aerobatic Championships.
6. Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News.
7. Act on request to adjourn into Executive Session pursuant to Texas Government Code Sections:
 - i) Section 551.074 of the Texas Open Meetings Act for deliberation of a personnel matter - to discuss possible candidates for the position of Airport Director;
 - ii) Section 551.087 of the Texas Open Meeting Act for deliberation of economic development negotiations - to discuss commercial or financial information that the board has received from a business prospect that the RMA seeks to have locate in or near the board's territory and to discuss possible incentives to consider with respect to engaging a private company to take over management of the airport.
8. Reconvene Regular Session; Action on Executive Session Items:
9. Public Comments.
10. Adjourn.



NORTH TEXAS REGIONAL AIRPORT

www.northtexasregionalairport.com

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.

RMA BOARD AGENDA

ITEM NUMBER: Two
MEETING DATE 03/03/16

ITEM TITLE: Consideration of approval of Minutes of January 14, 2016 and Minutes of January 25, 2016, Board Meetings.

SUBMITTED BY: Terry Morrow, Interim Airport Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

Minutes of the January 14, 2016, and January 25, 2016, 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
JANUARY 14, 2016**

MEMBER'S PRESENT:

Clyde Siebman, Chairman
Bill Benton
Randy Hensarling
Bill Rasor

MEMBER'S ABSENT:

Robert Brady

OTHER'S PRESENT:

Wm. B. (Ben) Munson, Esquire
Terry Vogel, Lake Texoma Jet Center
Jeff Whitmire, Grayson Co. Commissioner Pct. #1
Mark Taylor, U.S. Aviation Group
Craig Price, Asst. Grayson Co. District Attorney
Todd Branda, U.S. Aviation Group
Jeff Stanley, City of Howe
Sherry Howard, City of Tom Bean
Tim Slattery, City of Gunter
Ed Horstman, City of Southmayd
Kevin Farley, City of Pottsboro

Michael Hutchins, Herald Democrat
Phyllis James, Grayson Co. Commissioner #3
Bill Magers, Grayson County Judge
Scott Sykes, U.S. Aviation Group
Karl Welzenbach, Sherman/Denison MPO
Stephen Alexander, Texas Aviation Partners
Frank Deater, City of Tom Bean
Gary Bennett, City of Dorchester
Larry Peters, City of Gunter
Tom Byler, City of Southmayd
Kris McKinney, Congressman Ratcliff's Office

1.

Call to Order.

Mr. Siebman, Chairman, called the meeting to order at 2:32 p.m. Mr. Siebman advised the audience that at this time, the Board would take action on Item #2 and move to Item #5 since several people were held up in traffic in route to the meeting.

2.

Consideration of approval of Minutes of December 14, 2015, Board Meeting.

Mr. Rasor made the motion to approve the minutes of the previous meetings. Mr. Hensarling seconded the motion. All members voted aye.

3.

Update from Captain Mike Hess on the operations of the Texas Army National Guard at the Airport

Captain Hess updated the Board on the November training exercise at the Airport. He also told the Board about their plans for a night time exercise in April.

4.

Presentation by U.S. Aviation Group about their goal to secure the contract for the Initial Flight Training for the U.S. Air Force.

Judge Magers advised the audience that he had invited them to this meeting because U.S. Aviation planned on bidding on a U.S. Air Force contract for their initial flight training. He stated that they needed community support in order to get the contract. At this time, Mr. Taylor made a presentation outlining the training and what would be required to win the contract.

5.
Director's Update.

Ms. Morrow advised the Board that they had the Fuel Flowage Report for December and that fuel deliveries were up 43.37% from last December and is up 12.51% for the fiscal year.

Ms. Morrow advised the Board that they had the Airport Traffic Record for the month of December and the traffic was up 38.18% from the same month last year and are up 13.85% for the fiscal year.

Ms. Morrow advised the Board that they had the budget report for the month of October and the airport had a positive cash flow of approximately \$27,770.00.

6.
**Act on request to adjourn into Executive Session pursuant to Texas Government Code Sections 551.074
Deliberations regarding Personnel Matters and 551.087, Deliberations Regarding Economic
Development.**

At this time, Mr. Siebman stated that the Board would be recessing into Executive Session and asked that County Commissioners remain in the room. Mr. Benton made the motion to adjourn into Executive Session. Mr. Hensarling seconded the motion. All members voted aye. The Board adjourned into Executive Session at 3:26 p.m.

7.
Reconvene Regular Session.

The Board reconvened into regular session at 4:08 p.m. At this time, Mr. Siebman stated that there would be no action taken on items discussed in Executive Session.

8.
Public Comments.

At this time, Mr. Siebman asked if there were any public comments. There were no comments.

8.
Adjourn.

There being no other business, the meeting was adjourned at 4:08 p.m.

9.
Next Meeting.

The next regularly scheduled Board of Director's Meeting will be held on February 11, 2016, at 10:00 a.m. in the meeting room of the GTUA, 5100 Airport Drive, Denison, Texas.

Clyde Siebman, Chairman

Terry Morrow, Interim Airport Director

**GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS MEETING
JANUARY 25, 2016**

MEMBER'S PRESENT:

Clyde Siebman, Chairman
Bill Benton
Robert Brady
Randy Hensarling
Bill Rasor

MEMBER'S ABSENT:

OTHER'S PRESENT:

Wm. B. (Ben) Munson, Esquire
Phyllis James, Grayson Co. Commissioner #3
Bill Magers, Grayson County Judge
Craig Price, Asst. Grayson Co. District Attorney
Mike Plyler
Bob Giles
Lew Strong

Michael Hutchins, Herald Democrat
Jeff Whitmire, Grayson Co. Commissioner Pct.
Debbie Davis
Scott Davis
Sid Snedeker
Jim Hankins

1.

Call to Order.

Mr. Siebman, Chairman, called the meeting to order at 6:31 p.m. Mr. Siebman advised the audience that at this time, the Board would take action on Item #4 and move to Item #5 since the remainder of the meeting was executive session.

2.

**Act on request to adjourn into Executive Session pursuant to Texas Government Code Sections 551.074
Deliberations regarding Personnel Matters – Discuss Status of open position for NTRA's Airport
Director.**

Mr. Brady made the motion to adjourn into Executive Session. Mr. Benton seconded the motion. All members voted aye. The Board adjourned into Executive Session at 6:48 p.m.

3.

Reconvene Regular Session.

The Board reconvened into regular session at 7:01 p.m. At this time, Mr. Siebman stated that there would be no action taken on items discussed in Executive Session.

4.

**Consideration of approval authorizing the solicitation of Proposals to provide Airport Management
Services as presented.**

Mr. Siebman advised the Board that they had Resolution 16-01 that authorized the solicitation of Proposals to provide Airport Management Services. Mr. Brady made the motion to approve Resolution 16-01. Mr. Rasor seconded the motion. All members voted aye. At this time, Mr. Siebman was asked what was in the Resolution. Mr. Siebman asked Ms. Morrow to read the Resolution to the audience. At this time, Mr. Siebman advised the audience that he would open up the public comments.

5.
Public Comments.

At this time, Mr. Siebman asked if there were any public comments. At this time, Mr. Hankins asked about the length of time for proposals to be submitted and Mr. Siebman advised that the Board will comply with all applicable laws when setting a date for the proposals to be submitted. Mr. Hankins then asked about the cost and Mr. Siebman responded that that would be determined by the responses to the RFP. Mr. Hensarling stated that responses would be due in by February 25. Mr. Plyler asked if a management company or an airport director would be responsible for running the airport and Mr. Siebman responded that the RFP would be for a management company and that there would be an airport manager would be in conjunction with that. Mr. Snedeker asked if the management company would determine if there would be an airport manager and Mr. Siebman stated that would be part of the bid process. Mr. Siebman advised the audience that the purpose of the RFP was to find aviation expertise that could lead the airport to the next level. There was further explanation of the process of the RFP and what the Board was searching for in the proposals.

6.
Adjourn.

There being no other business, Mr. Brady made the motion to adjourn. Mr. Benton seconded the motion. All members voted aye. The meeting was adjourned at 7:02 p.m.

Clyde Siebman, Chairman

Terry Morrow, Interim Airport Director

RMA BOARD AGENDA

ITEM NUMBER: Three
MEETING DATE: 03/03/16

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

SUBMITTED BY: Terry Morrow, Interim Airport Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

The Texas Army National Guard is requesting permission to conduct Operation Viking III at NTRA on April 9, 2016. This exercise will be conducted at night. Captain Michael Hess will be at the meeting to update the Board on the exercise.

This is the same license agreement that has been used in the previous two exercises. Mr. Munson has reviewed the contract and has approved it as to form.

ATTACHMENTS (LIST)

Resolution 16-02
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve the License Agreement with the Texas Army National Guard



RESOLUTION No. 16-02

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 April 9, 2016; 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 3rd day of March, 2016, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Terry Morrow
Interim Director for the Grayson County
Regional Mobility Authority

Clyde Siebman
Chairman, Board of Directors
Resolution Number 16-02
Date Passed 03/03/16

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2016, 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 April 8 through April 10, 2016. 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. 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.

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 35th 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 _____, 2016.

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
1st (Airborne) – 143rd Infantry Regiment

STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2016, by Terry Morrow, Interim Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

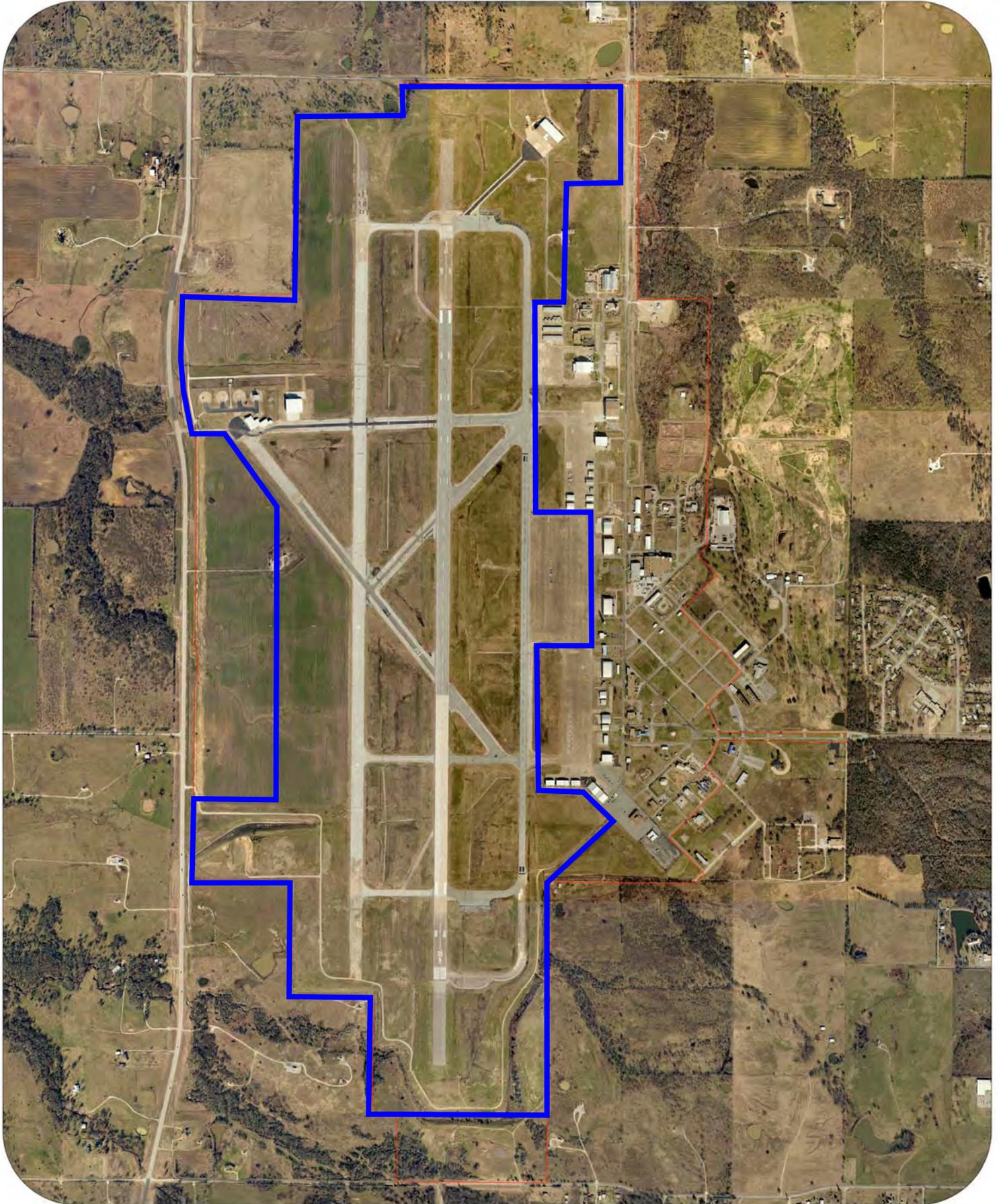
STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2016, by Captain Michael B. Hess, Assistant Operations Officer, 1st (Airborne) – 143rd 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: Four
MEETING DATE: 03/03/16

ITEM TITLE: Consideration of approval of a License Agreement between North Texas Regional Airport and Chapter 24, International Aerobatic Club, Inc., a Texas non-profit Corporation, for the Lone Star Aerobatic Championship in June 2016.

SUBMITTED BY: Terry Morrow, Interim Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

Every June, Chapter 24, International Aerobatic Club, Inc. holds the Lone Star Aerobatic Championship at the Airport. This year, the championship will be held June 9-12, 2016, with June 9 set aside as a practice day and June 12 set aside as a rain date and teardown date. J. J. Humpbhries is the Contest Director this year while Curt Richmond will sign as the current President.

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

Mr. Munson has approved the license agreement as to form.

ATTACHMENTS (LIST)

Resolution 16-03
License Agreement

ALTERNATIVES/RECOMMENDATIONS:

Approve the License Agreement for the Lone Star Aerobatic Championship



RESOLUTION No. 16-03

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

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

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

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

WHEREAS, the Lone Star Aerobatic Championship will be held June 9, 2016, through June 12, 2016; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Chapter 24, International Aerobatic Club, Inc., a Texas Non-Profit Corporation, for the purpose of conducting the 2016 Lone Star Aerobatic Championship.

APPROVED THIS 3rd day of March, 2016, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Terry Morrow
Interim Director for the Grayson County
Regional Mobility Authority

Clyde Siebman
Chairman, Board of Directors
Resolution Number 16-03
Date Passed 03/03/16

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2016, by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board) pursuant to a Resolution dated October 30, 2008 of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and CHAPTER 24, INTERNATIONAL AEROBATIC CLUB, INC., a Texas Non-Profit Corporation, (the “Licensee”).

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

1. LICENSED FACILITY:

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

2. FACILITY MODIFICATIONS:

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

3. REQUIREMENTS OF U.S.A.:

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

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

4. OCCUPANCY OF FACILITY:

Licensee may conduct the Lone Star Aerobatic Championship and/or Airshow (the "Airshow") for public display in conjunction with the Sherman Chamber of Commerce and the Denison Chamber of Commerce during the week of June 9 through June 12, 2016. Any aerobatic competition rescheduled because of adverse weather conditions shall be done with the approval of the Director (the "Term").

5. USE OF FACILITY:

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

6. AIRPORT ACTIVITIES:

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

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

7. LICENSE FEE:

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

8. LICENSEE OBLIGATIONS:

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

9. QUIET ENJOYMENT:

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

10. DEFAULT AND TERMINATION BY LICENSEE:

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

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

C. Excuse of Performance by Reason of Force Majeure:

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

D. Survival of Obligations:

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

E. Surrender of FACILITY:

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

11. ADDITIONAL OPTIONS:

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

12. ASSIGNMENT AND SUBLICENSE:

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

13. FAA AND TXDOT AVIATION REQUIREMENTS:

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

14. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

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

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

15. PERMITS, LICENSES AND AUTHORIZATIONS:

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

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

A. Non-Discrimination:

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

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

B. Local Purchasing and Employment:

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

17. IDENTIFICATION:

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

18. NO WAIVER:

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

19. PARTIAL INVALIDITY:

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

20. INSPECTION BY LICENSOR:

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

21. OTHER:

A. Notices:

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

LICENSOR:

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

LICENSEE:

Chapter 24
International Aerobatic Club, Inc.
Attn: Curt Richmond
11104 Knoxville
Frisco, TX 75035
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 _____, 2016.

COUNTY OF GRAYSON, TEXAS

BY: THE GRAYSON COUNTY REGIONAL MOBILITY
AUTHORITY

Approved as to Form:

BY: _____

Terry Morrow, Interim Director

William B. Munson

CHAPTER 24, INTERNATIONAL AEROBATIC CLUB, INC.

BY: _____

Curt Richmond, President

STATE OF TEXAS }

COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2016, by Terry Morrow, Interim Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

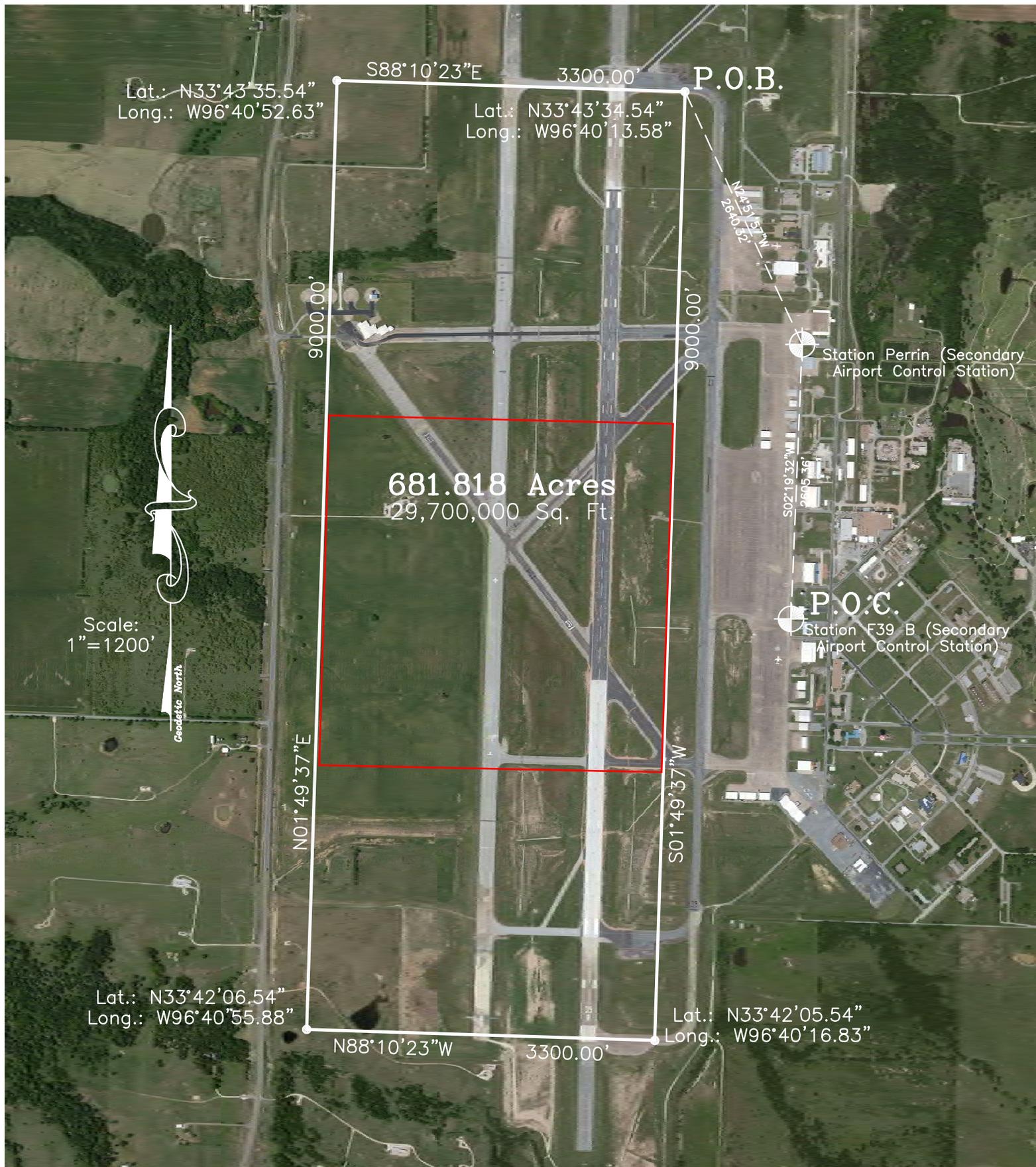
STATE OF TEXAS }
COUNTY OF _____ }

| This instrument was acknowledged before me on the _____ day of _____, 2016 by
Curt Richmond, President, Chapter 24, International Aerobatic Club, Inc.

Notary Public, State of Texas

Exhibit A

Portion's of Airport Covered in License



Helvey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088

North Texas Regional Airport
 9,000' x 3,300' Aerobic Box

Red Aerobic Box 3,300' X 3,300'

RMA BOARD AGENDA

ITEM NUMBER: Five
MEETING DATE: 03/03/16

ITEM TITLE: Consideration of approval of a License Agreement between the North Texas Regional Airport and the International Aerobatic Club, Inc., a Wisconsin Corporation, to conduct the 2016 U.S. National Aerobatic Championships.

SUBMITTED BY: Terry Morrow, Interim Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

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

Starting Friday, September 23 through Saturday, October 1, organizers will be setting up and participants will be practicing. The Championship starts on Saturday, September 24, and goes through Friday, September 30. Rain dates and tear down are scheduled for October 1.

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

ATTACHMENTS (LIST)

Resolution 16-04
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Airport staff recommends approval of License Agreement with International Aerobatic Club, Inc.



RESOLUTION No. 16-04

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

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

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

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

WHEREAS, the U.S. National Aerobatic Championship will be held September 23, 2016, through October 1, 2016; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the International Aerobatic Club for the purpose of conducting the 2016 U.S. National Aerobatic Championships.

APPROVED THIS 3rd day of March, 2016, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Terry Morrow
Interim Director for the Grayson County
Regional Mobility Authority

Clyde Siebman
Chairman, Board of Directors
Resolution Number 16-04
Date Passed 03/03/16

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2016, by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board”) pursuant to a Resolution dated October 20, 2008, of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and International Aerobatic Club, Inc., a Wisconsin Non-Profit Corporation, (the “Licensee”).

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

1. LICENSED FACILITY:

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

2. FACILITY MODIFICATIONS:

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

3. REQUIREMENTS OF U.S.A.:

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

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

4. OCCUPANCY OF FACILITY:

Licensee may conduct the U.S. National Aerobatic Championship and/or Competition (the Competition) for public display in conjunction with the Sherman and the Denison Chamber of Commerce during the week of September 23 through October 1, 2016 (the "Term"). Any aerobatic competition rescheduled because of adverse weather conditions shall be done with the approval of the Director.

5. USE OF FACILITY:

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

6. AIRPORT ACTIVITIES:

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

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

7. LICENSE FEE:

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

8. LICENSEE OBLIGATIONS:

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

QUIET ENJOYMENT:

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

9. DEFAULT AND TERMINATION BY LICENSEE:

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

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

C. Excuse of Performance by Reason of Force Majeure:

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

D. Survival of Obligations:

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

E. Surrender of FACILITY:

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

10. ADDITIONAL OPTIONS:

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

11. ASSIGNMENT AND SUBLICENSE:

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

12. FAA AND TXDOT AVIATION REQUIREMENTS:

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

13. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

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

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

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

14. PERMITS, LICENSES AND AUTHORIZATIONS:

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

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

A. Non-Discrimination:

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

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

License Agreement

2016 U. S. National Aerobatic Championships

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

B. Local Purchasing and Employment:

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

16. IDENTIFICATION:

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

17. NO WAIVER:

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

18. PARTIAL INVALIDITY:

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

19. INSPECTION BY LICENSOR:

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

20. OTHER:

A. Notices:

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

LICENSOR:

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

LICENSEE:

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

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

B. National Emergencies:

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

C. Brokers:

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

D. Additional Documents:

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

E. Time of Essence:

Time is of the essence of this Agreement.

F. Entire Agreement

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

G. Use of Terms

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

H. Headings and Captions

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

I. Authority

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

J. Governing Law

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

K. Severability

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

L. Legal Fees and Expenses

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, this the _____ day of _____, 2016.

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

Approved as to Form:

BY: _____
Terry Morrow, Interim Director

William B. Munson

INTERNATIONAL AEROBATIC CLUB, INC.

BY: _____
Mike Heuer, President

BY: _____
Lynn Bowes, Secretary

STATE OF TEXAS }
COUNTY OF GRAYSON }

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2016.

Notary Public, State of Texas

STATE OF _____ }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2016.

Notary Public, State of _____

My Commission Expires: _____

STATE OF _____ }
COUNTY OF _____ }

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2016.

Notary Public, State of _____

My Commission Expires: _____

Exhibit A

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



Helvey & Associates Surveying, Inc.
 222 W. Main St.
 Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088

North Texas Regional Airport
 9,000' x 3,300' Aerobic Box

Red Aerobic Box 3,300' X 3,300'

RMA BOARD AGENDA

ITEM NUMBER: Six
MEETING DATE: 03/03/16

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

SUBMITTED BY: Terry Morrow, Interim Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

Monthly Reports:

1. Monthly Fuel Flowage Report
2. Monthly Airport Traffic Control Tower Report
3. Budget Report

Facility Upgrades:

GCRMA/Airport Events/News:

1. Collings Foundation Wings of Freedom Tour – March 28-30, 2016
2. Texas Army National Guard – April 8-10, 2016
3. Texoma 100 Air Race – April 16, 2016
4. Bonanza Mini-Clinic – May 20-22, 2016
5. Bonanza Advanced Clinic – June 2-5, 2016
6. Lone Star Aerobatic Championship – June 9-12, 2016
7. U.S. National Aerobatic Championship – September 23 - October 1, 2016

ATTACHMENTS (LIST)

Fuel Flowage Report – January 2016
ATCT Report – January 2016
Budget Report – December 2015

ALTERNATIVES/RECOMMENDATIONS:

Take action as necessary

**North Texas Regional Airport
Fuel Flowage Report
FY: 2016**

Total Fuel Flowage in Gallons for FY 2016 as reported by Lake Texoma Jet Center

	Avgas	Jet-A	Total	Last Year's Total
Oct. 2015	3,958.0	23,216.0	27,174.0	35,202.0
Nov. 2015	3,934.0	15,915.0	19,849.0	37,959.0
Dec. 2015	4,024.0	23,436.0	27,460.0	20,640.0
Jan. 2016	-	30,358.0	30,358.0	15,688.0
Feb. 2016			-	24,132.0
Mar. 2016			-	22,566.0
Apr. 2016			-	19,842.0
May. 2016			-	14,719.0
Jun. 2016			-	23,118.0
Jul. 2016			-	53,890.0
Aug. 2016			-	18,800.0
Sep. 2016			-	30,556.0
Total:	11,916.0	92,925.0	104,841.0	317,112.0
Last Year's To Date Gallons Received Total:				109,489.0
Percent Change Over Last Year by Month:				93.51%
Percent Change Over Last Year:				-4.25%

% of Avgas:	11.37%
% of Jet-A:	88.63%

Combined Annual Fuel Sales	152,893.0
Percent Change Over Last Year by Month:	15.08%
Percent Change Over Last Year:	14.93%

Total Fuel Flowage in Gallons for FY 2016 as reported by U.S. Aviation Academy

	Avgas	Jet-A	Total	Last Year's Total
Oct. 2015	15,862.0	-	15,862.0	-
Nov. 2015	8,073.0	-	8,073.0	7,961.0
Dec. 2015	16,071.0		16,071.0	-
Jan. 2016	8,046.0	-	8,046.0	15,576.0
Feb. 2016			-	7,962.0
Mar. 2016			-	3,983.0
Apr. 2016			-	7,941.0
May. 2016			-	7,916.0
Jun. 2016			-	15,676.0
Jul. 2016			-	19,596.0
Aug. 2016			-	14,811.0
Sep. 2016			-	15,731.0
Total:	48,052.0	-	48,052.0	117,153.0
Last Year's To Date Gallons Received Total:				23,537.0
Percent Change Over Last Year by Month:				-48.34%
Percent Change Over Last Year:				104.16%

% of Avgas:	100.00%
% of Jet-A:	0.00%

NORTH TEXAS REGIONAL AIRPORT
Airport Traffic Record
FY 2016

Month	ITINERANT										LOCAL			IFR/VFR Overflight Count	FY 2016 Airport Ops	FY 2015 Airport Ops
	IFR					VFR					CIVIL	MI	TOTAL LOCAL			
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL						
Oct-15	0	6	350	1	357	0	0	3,249	1	3,250	3,080	2	3,082	198	6,887	6,457
Nov-15	0	4	299	8	311	0	0	2,031	34	2,065	2,936	0	2,936	188	5,500	5,503
Dec-15	0	12	209	4	225	0	4	2,712	14	2,730	3,810	8	3,818	208	6,981	5,052
Jan-16	0	6	267	0	273	0	2	2,393	12	2,407	2,850	0	2,850	158	5,688	8,117
Feb-16					0					0			0	0	0	5,740
Mar-16					0					0			0	0	0	5,783
Apr-16					0					0			0	0	0	5,729
May-16					0					0			0	0	0	5,785
Jun-16					0					0			0	0	0	7,485
Jul-16					0					0			0	0	0	6,294
Aug-16					0					0			0	0	0	6,423
Sep-16					0					0			0	0	0	12,596
Total	0	28	1,125	13	1,166	0	6	10,385	61	10,452	12,676	10	12,686	752	25,056	80,964

Month	OVERFLIGHT COUNT										
	IFR OVERFLIGHTS					VFR OVERFLIGHTS					TOTAL
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	VERFLIGHTS
Oct-15	0	0	2	0	2	0	48	148	0	196	198
Nov-15	0	0	2	0	2	0	64	104	18	186	188
Dec-15	0	0	0	0	0	0	66	140	2	208	208
Jan-16	0	0	0	0	0	0	36	120	2	158	158
Feb-16					0					0	0
Mar-16					0					0	0
Apr-16					0					0	0
May-16					0					0	0
Jun-16					0					0	0
Jul-16					0					0	0
Aug-16					0					0	0
Sep-16					0					0	0
Total	0	0	4	0	4	0	214	512	22	748	752

% Change Last Year/Same Time:	
Itinerant	29.35%
Local	-16.09%
Overflight	-26.92%
Total	-0.29%

% Change Last Year by Month:	
Itinerant	-7.78%
Local	-42.70%
Overflight	-33.33%
Total	-29.92%

Daily Summary of Ops for August 2015:	# / Days	# / Ops	Avg.
0 - Daily Ops	0	0	0
1-99 Daily Ops	6	250	41.7
100 - 199 Daily Ops	8	1,241	155.1
200 - 299 Daily Ops	16	3,845	240.3
300 - 399 Daily Ops	1	352	352.0
400 - Plus Daily Ops	0	0	0.0

Peak Day - 352 operations on January 8, 2016
Slowest day - 4 Operations on January 21, 2016
Average daily operation for January: 183.5 ops

**YEAR TO DATE FINANCIAL UPDATE
AS OF NOVEMBER 30, 2015**

YTD REVENUE:	\$ 156,982.85
YTD EXPENSES:*	\$ 177,772.34
DIFFERENCE IN REVENUE & EXPENSE:	\$ (20,789.49)

***YTD Expenses minus depreciation**

**NORTH TEXAS REGIONAL AIRPORT
REVENUE REPORT
NOVEMBER, 2015**

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	427,403.00	35,520.11	71,158.17	16.65%
800.000.41520 Revenue Producing Facilities	334,562.00	26,239.27	52,478.54	15.69%
800.000.41530 Land - Agriculture	4,625.00	0.00	0.00	0.00%
800.000.41540 Land - Industrial	47,077.00	1,594.19	3,188.38	6.77%
800.000.41550 Land - Aviation	103,604.00	7,430.34	14,860.68	14.34%
800.000.41560 Insurance	55,836.00	3,676.35	7,352.70	13.17%
800.000.41570 Oil Lease	3,527.00	0.00	0.00	0.00%
800.000.49500 Sale of Fixed Assets	0.00	0.00	0.00	0.00%
800.000.49530 Fuel Flowage Fee	43,000.00	2,792.20	7,095.80	16.50%
800.000.49900 Insurance Proceeds	0.00	0.00	0.00	0.00%
800.000.49950 Miscellaneous	7,000.00	468.05	683.05	9.76%
800.000.49000 Interest Income	600.00	85.34	165.53	27.59%
800.000.49600 Donations	0.00	0.00	0.00	0.00%
800.000.49970 Transfer In	142,009.00	0.00	0.00	0.00%
GRAND TOTAL	1,219,243.00	77,805.85	156,982.85	12.88%

**NORTH TEXAS REGIONAL AIRPORT
EXPENSE REPORT
NOVEMBER, 2015**

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.51030	Assistants	175,728.00	11,607.13	-	18,121.77	89.69%
800.710.1080	Part-Time	62,244.00	4,720.11	-	8,989.15	85.56%
800.710.52010	Social Security Taxes	17,870.00	1,257.28	-	2,091.10	88.30%
800.710.52020	Group Hospital Insurance	31,551.00	1,755.74	-	3,511.48	88.87%
800.710.52030	Retirement	22,959.00	1,310.94	-	2,112.05	90.80%
800.710.52031	457 Deferred Comp Expense	2,948.00	783.48	-	1,223.21	58.51%
800.710.52040	Unemployment Compensation	944.00	65.01	-	107.65	88.60%
800.710.52050	Workers Compensation	3,487.00	367.61	-	616.36	82.32%
800.710.52060	Other Post Employment Benefits	50,000.00	-	-	-	100.00%
800.710.53100	Office Supplies	3,000.00	200.74	-	268.02	91.07%
800.710.53200	Postage	800.00	-	-	-	100.00%
800.710.53300	Operating Expenses	9,551.00	1,007.87	-	2,935.75	69.26%
800.710.53350	Janitorial Supplies	1,000.00	97.19	-	213.47	78.65%
800.710.53560	Gas, Oil, Etc.	16,000.00	(182.34)	-	891.91	94.43%
800.710.53570	Tires, Batteries & Accessories	2,000.00	359.92	-	359.92	82.00%
800.710.53580	Parts	6,000.00	201.47	-	201.47	96.64%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.53590	Repair & Maintenance Supplies	30,000.00	5,422.58	4,553.76	5,703.61	65.81%
800.710.53750	Small Equipment	1,000.00	-	-	-	100.00%
800.710.54000	Professional Services	281,600.00	22,916.67	230,666.70	45,833.34	1.81%
800.710.54030	Training & Education	6,200.00	-	-	-	100.00%
800.710.54080	Local Travel	200.00	-	-	-	100.00%
800.710.54200	Printing	2,000.00	124.53	-	484.53	75.77%
800.710.4220	Dues & Publications	3,550.00	11.25	-	11.25	99.68%
800.710.54255	Attorney Fees	10,000.00	300.00	-	1,350.00	86.50%
800.710.54300	Liability Insurance	49,220.00	-	-	-	100.00%
800.710.54340	Contract Services	4,404.00	366.98	-	366.98	91.67%
800.710.54520	Telephone	6,800.00	835.86	-	1,481.84	78.21%
800.710.54540	Utilities	80,000.00	4,374.08	-	2,900.86	96.37%
800.710.54550	Repairs & Maintenance	158,300.00	6,416.50	9,065.00	6,566.50	90.12%
800.710.54552	Hangar Repairs	25,000.00	-	-	-	100.00%
800.710.54555	Casualty Loss Repairs	10,000.00	60,100.00	-	60,100.00	-501.00%
800.710.54580	Airport Equipment Maintenance	42,586.00	13,200.00	25,600.00	11,048.00	13.94%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.54600	Office Equipment Rental	1,572.00	188.08	-	282.12	82.05%
800.710.54930	Property Taxes	14,602.00	-	-	-	100.00%
800.710.54940	Depreciation Internal Funds	-	-	-	-	0.00%
800.625.5100	Improvements	-	-	-	-	0.00%
800.710.55150	Machinery	45,200.00	-	-	-	100.00%
800.710.55200	Equipment	-	-	45,103.73	-	0.00%
800.710.55570	RAMP Grant Expenditures	100,000.00	-	-	-	100.00%
TOTAL		1,278,316.00	137,808.68		177,772.34	

TOTAL EXPENSES (MINUS DEPRECIATION):

\$ 177,772.34

RMA BOARD AGENDA

ITEM NUMBER: Seven
MEETING DATE: 03/03/16

ITEM TITLE: Act on request to adjourn into Executive Session pursuant to Texas Government Code Section 551.074 Deliberations regarding Personnel Matters and Section 551.087, Deliberations regarding Economic Development Negotiations.

SUBMITTED BY: Terry Morrow, Interim Airport Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS:

RMA BOARD AGENDA

ITEM NUMBER: Eight
MEETING DATE: 03/03/16

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

SUBMITTED BY: Terry Morrow, Interim Director

DATE SUBMITTED: February 26, 2016

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS:

RMA BOARD AGENDA

ITEM NUMBER: Nine
MEETING DATE: 03/03/16

ITEM TITLE: Public Comment.
SUBMITTED BY: Terry Morrow, Interim Director
DATE SUBMITTED: February 26, 2016

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: