



GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

4700 Airport Drive - Denison, Texas 75020
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February 5, 2015

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, February 12, 2015, in the Greater Texoma Utility Authority conference room, 5100 Airport Drive, Denison, Texas 75020 is as follows:

1. Call To Order. * * * *
2. Consideration of approval of Minutes of December 11, 2014, Board Meeting.
3. Election of Secretary/Treasurer for the Grayson County RMA.
4. Consideration of approval of a License Agreement with Texas Army National Guard.
5. 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 2015.
6. Recess for Executive Session pursuant to Chapter 551, Subchapter D, Texas Government Code: Pursuant to Texas Government Code, Sections 551.087 the Board of Directors may adjourn into closed Executive Session to discuss:
 - A. Deliberation Regarding Economic Development Matters – pursuant to Section 551.087, the Board of Directors may deliberate regarding commercial or financial information received from a business prospect with which the authority is conducting economic development negotiations and to discuss the offer of financial or other incentives to a business prospect.
7. Reconvene Regular Session; Action on Executive Session Items:
8. Director's Update to include discussion of Monthly Reports, Facility Upgrades and GCRMA and Airport Events/News.
9. Public Comments.
10. Adjourn.

PUBLIC COMMENT PERIOD – At the conclusion of all other agenda items, the Grayson County Regional Mobility Authority Board (GCRMA) will allow for a public comment, not to exceed fifteen minutes, to receive public comment on any other matter that is under the jurisdiction of the RMA. No action will be taken. Each speaker will be allowed a maximum of three minutes. Speakers must be signed up prior to the beginning of the public comment period. If you plan to attend this Meeting, and you have a disability that requires special arrangements, please contact the Administration Office at 903-786-2904 within 24 hours of the Meeting and reasonable accommodations will be made to assist you.

* Members of Commissioners Court may be attending this meeting.

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

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



NORTH TEXAS REGIONAL AIRPORT

www.northtexasregionairport.com

RMA BOARD AGENDA

ITEM NUMBER: Two
MEETING DATE 02-12-15

ITEM TITLE: Consideration of approval of Minutes of December 11, 2014, Board Meeting

SUBMITTED BY: Terry Morrow, Administrative Assistant

DATE SUBMITTED: February 5, 2015

SUMMARY:

Minutes of the December 11, 2014, RMA Board of Directors Meetings as transcribed from recorded tape.

ATTACHMENTS (LIST)

Minutes

ALTERNATIVES/RECOMMENDATIONS:

Approve minutes with changes, if any

**GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS MEETING
DECEMBER 12, 2014**

MEMBER'S PRESENT:

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

MEMBER'S ABSENT:

OTHER'S PRESENT:

Mike Shahan, Director
Michael Hutchins, Herald Democrat
W. B. (Ben) Munson, Esquire
William Magers, Grayson County Judge Elect
Michael Hess, U.S. Army
David Dryden, TNP
David Gordon, Estrada Hinojosa

Bill Retz, NTRA Marketing Director
Jeff Whitmire, Commissioner, Pct. #1
Bart Lawrence, Commissioner Pct. #4
Phyllis James, Commissioner Pct. #3
Steve Berger, CBRE
Rick Mask, Lake Texoma Jet Center
Karl Welzenbach, SDMPPO

1.

Call to Order.

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

2.

Consideration of approval of the October 30, 2014, Board Meeting.

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

3.

Consideration of approval of a License Agreement with Red River Triumph Club.

Mr. Shahan advised the Board that this was a DFW Organization that wanted to host an autocross event at the Airport from October 5-7, 2016. He stated that Runway 13/31 would be closed and used for parking and that the closed runway would be used for the event. He stated that they would pay a \$225.00 license fee. Mr. Shahan stated that Mr. Munson had reviewed the contact and approved it as to form. Mr. Christie made the motion to approve the license agreement with Red River Triumph Club. Mr. Hensarling seconded the motion. All members voted aye.

4.

Consideration of approval of an Easement and Right of Way with Oncor Electric Delivery Company, LLC, for installation of utilities for hangar development.

Mr. Shahan advised the Board that Oncor Electric Delivery required that an easement be done prior to electric service being installed for the new Carson Aviation hangar development. Mr. Shahan advised the Board that Mr. Munson had reviewed the easement and requested that a Metes and Bounds be

added. Mr. Benton made the motion to approve the Easement and Right of Way With Oncor Electric Delivery Company, LLC. Mr. Christie seconded the motion. All members voted aye.

5.

Discussion of a request from the Texas Air National Guard to conduct two training exercises at NTRA-Perrin Field.

Mr. Shahan introduced Captain Mike Hess with the Texas National Guard. Captain Hess addressed the Board about the Army National Guard conducting a two phase training session at the airport. He stated that the training session would be conducted by the Airborne Battalion and would be an airfield seizure.

Upon completion of Captain Hess' presentation, Mr. Rasor asked how long the Airport would be shut down. Captain Hess stated that it would be shut down for approximately two hours. Mr. Hensarling asked if they would need a hangar for staging and Captain Hess stated that staging would be done at Austin Bergstrom Airport in Austin, TX. Mr. Hensarling asked what effect the weather would have on the exercise. Captain Hess stated that they did have stipulations on weather, such as the wind up to 13 knots. He stated that the plan at this time was to schedule a Friday/Saturday exercise but that a Saturday/Sunday could be used as an alternate. Mr. Benton asked about the economic impact of the exercise. Mr. Shahan advised that the flight school stated that they could work around a two hour shutdown. Mr. Shahan stated that Lake Texoma Jet Center would require more notice and that there had been discussion to require them to purchase fuel from the FBO.

Captain Hess stated that this was a preliminary plan. Mr. Shahan stated that he was asking the Board on guidance on how they would like to proceed with this request. After some discussion, Mr. Hensarling made the motion to support hosting the training session at the airport. Mr. Rasor seconded the motion. All members voted aye.

At this time, Mr. Retz introduced Mr. Berger to the Board.

6.

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

Mr. Hubbard stated that the Board would be recessing into Executive Session. Mr. Hubbard invited Commissioner Whitmire, Commissioner Lawrence and Mr. Magers to remain in the room. The Board recessed into executive session at 10:28 a.m.

7.

Reconvene Regular Session; Action on Executive Session Items.

The Board reconvened into regular session at 11:11 a.m. There was no action taken on any item discussed in Executive Session.

8.

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

Mr. Shahan updated the Board on the hangar development by Carson Aviation. He stated that the survey had been completed, the Amendment to the lease had been signed, and the plumbing and conduit were in place.

Mr. Shahan advised the Board that they had the fuel flowage report. He stated that this report covered both October and November. He stated that fuel sales were up 1.74% for the year.

Mr. Shahan stated that the Board had been given the air traffic operations report. He stated that for October, operations were down 16% from the previous October. He stated that operations for November were down 7.85% from last November.

Mr. Shahan advised the Board that the fencing between the Fire Station and Hangar 201 had been completed.

Mr. Shahan stated that improvements were being made to Hangar 1E. He stated these improvements included new hangar bay lighting, installation of new R-Panel on the interior walls, and installation of new lifting straps for the hangar doors.

Mr. Shahan advised the Board that work was being done to install an office area in Hangar 5513, Suite 3.

Mr. Shahan advised the Board that obtaining bids for the current CIP project has been delayed due to TxDOT not receiving funding from the FAA. He stated that TxDOT thought they would be receiving the funding and going out to bid in February.

Mr. Shahan stated that the bid specs for repairs to the exterior of Hangar 111 were being prepared. He also stated that Hangar #401 needed to have some roof repairs done and that bid specs would be prepared for that project as well.

Mr. Shahan updated the Board on the status of land purchase for the Runway Protection Zone. He stated that the survey and appraisals had been done but that there was a survey discrepancy with one piece of land. He stated that Aaron Ford with TxDOT hoped that offers would be presented to the landowners at the end of this year and hoped to close on the project in February or March.

Mr. Shahan advised the Board that the Texoma 100 Air Race had been scheduled for March 28, 2015.

Mr. Shahan stated that the Texas Antique Airplane Association would be hosting their monthly meeting on April 18, 2015 at the Airport Terminal Building.

Mr. Shahan stated that the Lone Star Aerobatic Championship was tentatively set for June 12-14, 2015. He stated that there was discussion to move the event to Midway Airport.

Mr. Shahan stated that the U.S. National Aerobatic Championship was scheduled for September 19-26, 2015.

Mr. Benton asked if audits were ever conducted on the fuel flowage reports that were submitted. Mr. Shahan stated that Bills of Lading were provided when the report was submitted but that this was mostly on the honor system.

Mr. Retz emphasized that there was a waiting list for hangars and that was good for the airport.

9.
Public Comments.

There were no public comments.

10.
Adjourn.

There being no other business, the meeting was adjourned at 11:23 a.m.

11.
Next Meeting.

The next regularly scheduled Board of Director's Meeting will be held on January 8, 2015, at 10:00 a.m. in the meeting room of the GTUA, 5100 Airport Drive, Denison, Texas.

W. R. Hubbard, Jr., Chairman

Terry Morrow, Administrative Asst.

RMA BOARD AGENDA

ITEM NUMBER: Three
MEETING DATE: 02/12/15

ITEM TITLE: Election of Secretary/Treasurer for the Grayson County RMA.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: February 5, 2015

SUMMARY:

Jeff Christie's departure from the Board has left an opening for the position of Secretary/Treasurer. The Board needs to elect one member to this position.

ATTACHMENTS (LIST)

Resolution 15-01

ALTERNATIVES/RECOMMENDATIONS



RESOLUTION No. 15-01

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, Jeff Christie, who served as Secretary/Treasurer of the GCRMA Board of Directors, is no longer serving on the GCRMA Board of Directors; and

WHEREAS, the GCRMA Board of Directors desires to elect a successor to fill the office of Secretary/Treasurer as provided in Section 20 of the GCRMA Bylaws, as adopted on June 24, 2004 and later amended on September 10, 2009.

NOW THEREFORE, BE IT RESOLVED, that the GCRMA Board of Directors hereby elects _____ to serve as Secretary/Treasurer of the GCRMA Board of Directors; and

BE IT FURTHER RESOLVED, that the Secretary/Treasurer shall be authorized to perform the duties and exercise such authority as is designated in the Bylaws of the GCRMA.

APPROVED THIS 12th day of February, 2015, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 15-01
Date Passed 02/12/15

RMA BOARD AGENDA

ITEM NUMBER: Four
MEETING DATE: 02/12/15

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

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: February 5, 2015

SUMMARY:

This License Agreement is a follow-up to the presentation made by Captain Michael Hess at the December Board Meeting. Captain Hess has gotten permission to conduct the training exercise at NTRA and will be presenting the overall plan to the Board.

Mr. Munson has approved the contract as to form.

ATTACHMENTS (LIST)

Resolution 15-02
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve the License Agreement with Texas National Guard.



RESOLUTION No. 15-02

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 March 28, 2015; and

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

APPROVED THIS 12th day of January, 2015, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 15-02
Date Passed 02/12/15

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2015, by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board) pursuant to a Resolution dated October 30, 2008 of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and Texas Army National Guard (the “Licensee”).

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

1. LICENSED FACILITY:

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

2. FACILITY MODIFICATIONS:

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

3. REQUIREMENTS OF U.S.A.:

- A. It is expressly understood and agreed that this License is subject to and subordinate to and controlled by all provisions, stipulations, covenants and agreements contained in those certain contracts, agreements, resolutions and actions of Licensor constituting agreements between Licensor and: (1) the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA) and (2) the State of Texas and its agents including but not limited to the Texas Department of Transportation, Division of Aviation TxDOT-Aviation and all regulations now and hereafter imposed upon the Licensor. The Licensor shall not be liable to Licensee on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws and regulations are incorporated herein by reference, and if any provision of this Agreement is determined to be at variance with same as they may from time to time exist, such provision is unilaterally reformable at Licensor’s option.

4. OCCUPANCY OF FACILITY:

Licensee may conduct a multi-aircraft mass tactical airborne assault with a subsequent vehicle, air, and land option from March 27 through March 29, 2015. Any rescheduling because of adverse weather conditions shall be done with the approval of the Director (the “Term”).

5. USE OF FACILITY:

- A. Except as otherwise provided herein, Licensee may use the Facility for the purpose of conducting an airborne assault with subsequent air and land option and uses incidental thereto. Uses undertaken by Licensee at the Facility are sometimes herein referred to as “the Event.”
- B. During the periods when the Event is being conducted and for such periods before and after such activity as may be authorized by Licensor, Licensee shall have the use of additional areas of the Airport as designated on Exhibit “A” attached hereto.
- C. **Not less than 10 days prior to occupancy of the Facility**, Licensee shall submit to the Director a complete plan showing the proposed location of all activities, equipment and facilities during all stages of preparation for or conduct of the actual Event and an outline of its plans for the control of vehicular and pedestrian traffic. These plans shall be subject to the Director’s approval and no installations or physical preparations shall be made on the Facility without first obtaining proper authorization from the Director.
- D. Licensee is hereby granted the right to charge admission to all persons entering the Facility throughout the entire period of occupancy, including without limitation, persons entering designated areas to witness the Event, provided however, Nothing in this License shall authorize Licensee to deny admission to anyone who is legitimately entitled to entry for other purposes, including but not limited to, persons gainfully employed by any industrial or aviation tenant, aircraft owners or their invitees, any person who is an employee of Licensor or any FAA employee on official business.
- E. No other person may conduct any non-routine or other activities interfering or competing with the Event during the period Licensee has occupancy of the Facility.
- F. Licensee shall have the exclusive right to conduct the Event during the time it is occupying the Facility.

6. AIRPORT ACTIVITIES:

- A. The Licensee, its members, employees, patrons, guests and invitees shall be allowed access to the Facility only over routes to be designated by the Licensor.
- B. Licensee is authorized, and encouraged to construct necessary temporary fences, barricades, buildings and signs in areas designated by the Licensor. Immediately after completion of activities each day Licensee shall move to locations acceptable to Licensor all items which may interfere with normal operations at the Airport, shall clean up all trash and debris and shall leave the premises in a clean and neat condition acceptable to Licensor. Prior to termination of occupancy of the Facility, Licensee will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Facility to a condition acceptable to the Licensor.
- C. Licensee further agrees to provide adequate, separate portable restroom facilities for men and women during the term of its occupancy of the Facility.

- D. During the period of time that the Event is actually being conducted, Licensor may reasonably restrict activities at the Airport as shall be mutually agreed on, to allow the Event to be held in a safe and satisfactory manner while reasonably providing for the needs of the flying public.
- E. Licensee agrees that it will not do or suffer to be done anything at the Airport during the term hereof in violation of any Federal, State or Local laws, ordinances, rules or regulations, and that, if Licensor, calls the attention of Licensee to any such violation on the part of Licensee or any person employed by or admitted to the Airport by Licensee, then Licensee will immediately desist from and/or correct such violations.

7. LICENSE FEE:

The License Fee is not applicable for this event.

8. LICENSEE OBLIGATIONS:

The obligations of Licensee to perform Licensee's obligations under this Agreement shall be absolute and unconditional, unless Licensor defaults as provided in Paragraph 10. The Licensee (a) will perform all of its other agreements under this Agreement and (b) will not terminate this Agreement, except as provided herein.

9. QUIET ENJOYMENT:

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

10. DEFAULT AND TERMINATION BY LICENSEE:

- A. Each of the following events shall be deemed to be an Event of Default by Licensee under this License:
 - 1. Failure of Licensee to do such things as Licensee should do or discontinue doing which create a danger to or hinder aviation activities immediately upon delivery of written notice thereof to Licensee.
 - 2. Failure of Licensee to pay any License Fee or any other sum payable to Licensor hereunder with 10 days of the date that same is due.
 - 3. Failure of Licensee to comply with a term, condition, or covenant of this License other than the License Fee or other sum of money within 10 days after delivery of written notice thereof to Licensor.
- B. Upon the occurrence of any Event of Default specified in Paragraph A. above, Licensor shall have the option to pursue any one or more of the following remedies after written notice or demand:
 - 1. Terminate this License, in which event Licensee shall immediately surrender the Facility. If Licensee fails to so surrender the Facility, Licensor may without prejudice to any other

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

Property. Licenser shall not be required to release any Licensee Property to Licensee until Licensee has paid Licenser all costs incurred by Licenser in removing and storing such Licensee Property and all other amounts owed by Licensee to Licenser pursuant to this License, including without limitation, unpaid License Fees and costs incurred by Licenser to repair the Facility.

C. Excuse of Performance by Reason of Force Majeure:

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

D. Survival of Obligations:

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

E. Surrender of FACILITY:

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

11. ADDITIONAL OPTIONS:

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

12. ASSIGNMENT AND SUBLICENSE:

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

13. FAA AND TXDOT AVIATION REQUIREMENTS:

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

14. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

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

15. PERMITS, LICENSES AND AUTHORIZATIONS:

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

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

A. Non-Discrimination:

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

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

B. Local Purchasing and Employment:

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

17. IDENTIFICATION:

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

18. NO WAIVER:

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

19. PARTIAL INVALIDITY:

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

20. INSPECTION BY LICENSOR:

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

21. OTHER:

A. Notices:

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

LICENSOR:

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

LICENSEE:

Texas Army National Guard
Attn: Captain Michael B. Hess
2200 West 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 _____, 2015.

COUNTY OF GRAYSON, TEXAS

BY: THE GRAYSON COUNTY REGIONAL MOBILITY
AUTHORITY

Approved as to Form:

BY: _____
Mike Shahan, 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 _____, 2015, by Mike Shahan, Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

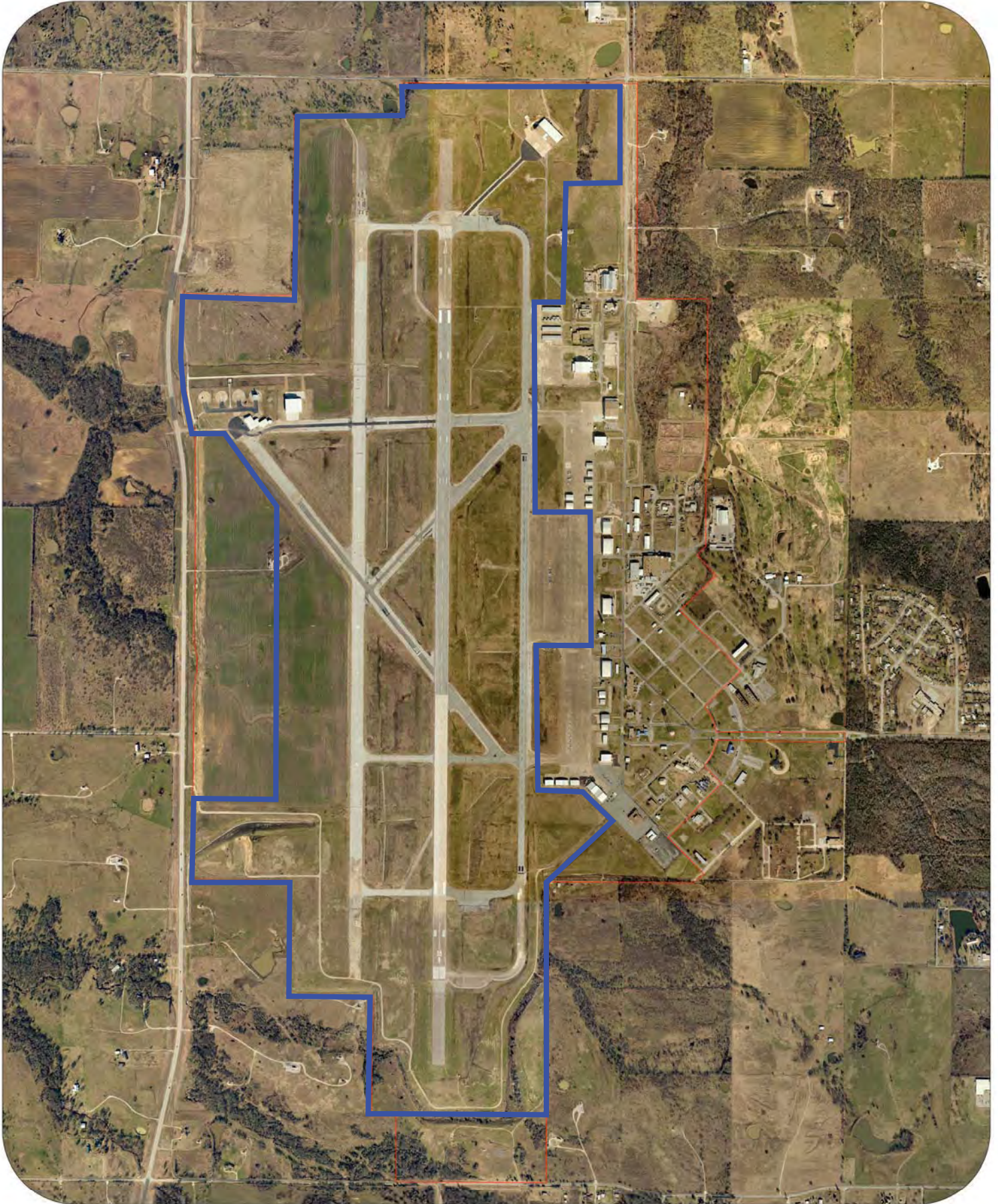
STATE OF TEXAS }
COUNTY OF _____ }


This instrument was acknowledged before me on the _____ day of _____, 2015, 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: Five
MEETING DATE: 02/12/15

ITEM TITLE: Consideration of approval of a License Agreement between the North Texas Regional Airport and Chapter 24, International Aerobatic Club, Inc., a Texas non-profit Corporation, for the Lone Star Aerobatic Championship in June 2015.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: February 5, 2015

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 12-13, 2015 with June 11 set aside as a practice day and June 14 set aside as a rain date and teardown date. Pat Clark 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 given tentative approval to content and will have any final revisions completed before the Board meeting.

ATTACHMENTS (LIST)

Resolution 15-03
License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve License Agreement for the Lone Star Aerobatic Championship.



RESOLUTION No. 15-03

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 12, 2015, through June 13, 2015; 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 2015 Lone Star Aerobatic Championship.

APPROVED THIS 12th day of February, 2015, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:

Approved:

Mike Shahan
Director for the Grayson County
Regional Mobility Authority

W. R. Hubbard, Jr.
Chairman, Board of Directors
Resolution Number 15-03
Date Passed 02/12/15

STATE OF TEXAS }

COUNTY OF GRAYSON }

LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of _____, 2015, by and between THE COUNTY OF GRAYSON, TEXAS (the “Licensor”), a body politic existing under the Constitution and laws of the STATE OF TEXAS, acting by and through the GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY (the “Board) pursuant to a Resolution dated October 30, 2008 of the Commissioners Court of Grayson County, the governing body of said county and the true and lawful owner of THE NORTH TEXAS REGIONAL AIRPORT, (the “Airport”) acting by and through the Director (the “Director”) and 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 11 through June 14, 2015. 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 _____, 2015.

COUNTY OF GRAYSON, TEXAS

BY: THE GRAYSON COUNTY REGIONAL MOBILITY
AUTHORITY

Approved as to Form:

BY: _____
Mike Shahan, Director

William B. Munson

CHAPTER 24, INTERNATIONAL AEROBATIC CLUB, INC.

BY: _____
Curt Richmond, President

STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2015, by Mike Shahan, Director, Grayson County Regional Mobility Authority.

Notary Public, State of Texas

STATE OF TEXAS }
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2015, 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: Six
MEETING DATE: 02/12/15

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

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: February 15, 2015

SUMMARY:

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

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

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS:

RMA BOARD AGENDA

ITEM NUMBER: Seven
MEETING DATE: 02/12/15

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

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: February 5, 2015

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS

Take action on Executive Session Item if appropriate

RMA BOARD AGENDA

ITEM NUMBER: Eight
MEETING DATE: 02/12/15

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

SUBMITTED BY: Mike Shahan, Airport Director

DATE SUBMITTED: February 5, 2015

SUMMARY:

Monthly Reports:

1. Fuel Flowage Report – January 2015
2. ATC Operations Report – December 2014/January 2015
3. NTRA Revenue & Expense Report – December 2014

Facility Upgrades:

1. Hangar 1E Upgrades – completed
2. Hangar 5513, Suite 3 – office installation – completed
3. Upcoming Airport Bid Projects – Hangars 111 and 401 – working on bid documents
4. Runway 17L Runway Protection Zone Purchase – Status Report
5. 2015 Capital Improvement Project – Status Report

GCRMA/Airport Events/News:

1. Texoma 100 Air Race – March 21, 2015
2. Texas Army National Guard Day Exercise – March 27, 2015 – PENDING APPROVAL
3. Texas Antique Airplane Association Monthly Meeting – April 18, 2015
4. Mini Bonanza Formation Clinic – May 15-17, 2015
5. Advanced Bonanza Formation Clinic – May 20-24, 2015
6. Lone Star Aerobatic Championships – June 12-14, 2015.
7. U.S. National Aerobatic Championships – September 19-26, 2015
8. Texas Army National Guard Night Exercise – November/December 2015 - PENDING

ATTACHMENTS (LIST)

Fuel Flowage Report – December 2014/January 2015
ATC Operations Report – December 2014/January 2015
NTRA Revenue & Expense Report – December 2014

ALTERNATIVES/RECOMMENDATIONS:

Take action as necessary

**North Texas Regional Airport
Fuel Flowage Report
FY: 2015**

Total Fuel Flowage in Gallons for FY 2015 as reported by Lake Texoma Jet Center

Total Fuel Flowage in Gallons for FY 2015 as reported by U.S. Aviation Academy

	Avgas	Jet-A	Total	Last Year's Total
Oct. 2014	11,417.0	23,785.0	35,202.0	38,969.0
Nov. 2014	13,953.0	24,006.0	37,959.0	40,766.0
Dec. 2014	5,383.0	15,257.0	20,640.0	43,467.0
Jan. 2015	-	15,688.0	15,688.0	36,151.0
Feb. 2015			-	31,082.0
Mar. 2015			-	29,071.0
Apr. 2015			-	31,864.0
May. 2015			-	56,670.0
Jun. 2015			-	31,502.0
Jul. 2015			-	24,171.0
Aug. 2015			-	42,387.0
Sep. 2015			-	32,405.0
Total:	30,753.0	78,736.0	109,489.0	438,505.0
Last Year's To Date Gallons Received Total:				159,353.0
Percent Change Over Last Year by Month:				-56.60%
Percent Change Over Last Year:				-31.29%

	Avgas	Jet-A	Total	Last Year's Total *
Oct. 2014	-	-	-	
Nov. 2014	7,961.0	-	7,961.0	9,248.0
Dec. 2014	-	-	-	6,659.1
Jan. 2015	15,576.0	-	15,576.0	9,409.8
Feb. 2015			-	6,659.4
Mar. 2015			-	7,990.3
Apr. 2015			-	9,637.4
May. 2015			-	9,191.5
Jun. 2015			-	7,634.0
Jul. 2015			-	6,007.1
Aug. 2015			-	7,740.6
Sep. 2015			-	6,959.7
Total:	23,537.0	-	23,537.0	87,136.8
Last Year's To Date Gallons Received Total:				25,316.9
Percent Change Over Last Year by Month:				65.53%
Percent Change Over Last Year:				-7.03%

% of Avgas:	28.09%
% of Jet-A:	71.91%

Combined Annual Fuel Sales	133,026.0
Percent Change Over Last Year by Month:	-13.52%
Percent Change Over Last Year:	-16.52%

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

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

NORTH TEXAS REGIONAL AIRPORT
Airport Traffic Record
FY 2015

Month	ITINERANT										LOCAL			IFR/VFR Overflight Count	FY 2015 Airport Ops	FY 2014 Airport Ops
	IFR					VFR					CIVIL	MI	TOTAL LOCAL			
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL						
Oct-14	0	12	265	0	277	0	0	2,068	4	2,072	3,824	0	3,824	284	6,457	7,694
Nov-14	0	22	222	0	244	0	0	1,664	1	1,665	3,332	2	3,334	260	5,503	5,972
Dec-14	0	20	322	2	344	0	0	1,472	2	1,474	2,972	14	2,986	248	5,052	4,297
Jan-15	0	9	234	0	243	0	4	2,658	1	2,663	4,970	4	4,974	237	8,117	5,942
Feb-15	0				0					0			0	0	0	4,085
Mar-15	0				0					0			0	0	0	4,605
Apr-15	0				0					0			0	0	0	5,069
May-15	0				0					0			0	0	0	5,961
Jun-15	0				0					0			0	0	0	5,746
Jul-15	0				0					0			0	0	0	4,655
Aug-15	0				0					0			0	0	0	6,877
Sep-15	0				0					0			0	0	0	12,072
Total	0	63	1,043	2	1,108	0	4	7,862	8	7,874	15,098	20	15,118	1,029	25,129	72,975

OVERFLIGHT COUNT											
Month	IFR OVERFLIGHTS					VFR OVERFLIGHTS					TOTAL OVERFLIGHTS
	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	
Oct-14	0	0	0	0	0	0	17	265	2	284	284
Nov-14	0	0	0	0	0	0	8	252	0	260	260
Dec-14	0	0	2	0	2	0	2	244	0	246	248
Jan-15	0	2	0	0	2	0	4	231	0	235	237
Feb-15					0					0	0
Mar-15					0					0	0
Apr-15					0					0	0
May-15					0					0	0
Jun-15					0					0	0
Jul-15					0					0	0
Aug-15					0					0	0
Sep-15					0					0	0
Total	0	2	2	0	4	0	31	992	2	1,025	1,029

% Change Last Year/Same Time:	
Itinerant	-12.93%
Local	17.46%
Overflight	43.31%
Total	5.12%

% Change Last Year by Month:	
Itinerant	1.43%
Local	72.89%
Overflight	18.50%
Total	36.60%

Daily Summary of Ops for Nov. 2014:	# / Days	# / Ops	Avg.
0 - Daily Ops	2	0	0
1-99 Daily Ops	5	134	26.8
100 - 199 Daily Ops	4	658	164.5
200 - 299 Daily Ops	4	1,150	287.5
300 - 399 Daily Ops	9	3,145	349.4
400 - Plus Daily Ops	7	3,030	432.9

Peak Day - 504 operations on January 16, 2015
Slowest day - 0 operations on January 1 & 11, 2015
Average daily operation for January: 261.8 ops

FAA CONTRACT TOWER - AIRPORT OPERATIONS COUNT RECORD

Facility Name: North Texas Tower						Location: Denison, TX					Mo. 0 1		Yr. 1 5		Location Ident. G Y I		
Airport Operations Count										Facility Operating Hours →			1 2 0				
ITINERANT											LOCAL			Total Airport Operations			
IFR					VFR												
Day	AC	AT	GA	MI	Total IFR Ininerant Ops	AC	AT	GA	MI	Total VFR Itinerant Ops	Civil	Military	Total Local Ops				
01																	
02			2		2									2			
03			16		16			11		11	16		16	43			
04			8		8			79		79	88		88	175			
05			2		2			99		99	180		180	281			
06		2	9		11			108		108	240		240	359			
07		2	3		5			29		29	26		26	60			
08			6		6			119		119	168		168	293			
09			7		7			110		110	190		190	307			
10			10		10			175		175	218		218	403			
11																	
12			9		9			4		4				13			
13			11		11			12		12	296		296	319			
14			9		9			130		130	250		250	389			
15			10		10			120		120	228		228	358			
16			7		7			165		165	324		324	496			
17			10		10			80		80	72		72	162			
18			3		3			117		117	190		190	310			
19			8		8			124		124	200		200	332			
20		1	7		8		4	137		141	254		254	403			
21			12		12			113	1	114	276	4	280	406			
22			9		9									9			
23			10		10			144		144	284		284	438			
24			8		8			142		142	270		270	420			
25			4		4			39		39	78		78	121			
26			9		9			122		122	176		176	307			
27		2	13		15			119		119	252		252	386			
28		2	9		11			104		104	172		172	287			
29			10		10			81		81	168		168	259			
30			10		10			145		145	230		230	385			
31			3		3			30		30	124		124	157			
Total		9	234		243		4	2658	1	2663	4970	4	4974	7880			

FAA CONTRACT TOWER OVERFLIGHT SUMMARY RECORD

Facility Name North Texas Tower	Location: Denison, TX	Mo. 0	Yr. 1	Yr. 5	Loc Ident. G Y I
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OVERFLIGHT COUNT

Day	IFR OVERFLIGHTS					VFR OVERFLIGHTS					Total Overflights	
	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total		
01												
02												
03								2		2	2	
04								4		4	4	
05								8		8	8	
06								2		2	2	
07								4		4	4	
08								6		6	6	
09								10		10	10	
10								8		8	8	
11												
12								4		4	4	
13								8		8	8	
14								15		15	15	
15												
16								8		8	8	
17								12		12	12	
18								24		24	24	
19								10		10	10	
20								4		4	4	
21								6		6	6	
22												
23								4		4	4	
24								30		30	30	
25								10		10	10	
26								10		10	10	
27								10		10	10	
28			2		2			6		6	8	
29								8		8	8	
30								8		8	8	
31								14		14	14	
Total			2		2			4	231		235	237

**YEAR TO DATE FINANCIAL UPDATE
AS OF DECEMBER 31, 2014**

YTD REVENUE:	\$ 268,183.99
YTD EXPENSES:*	\$ 259,247.01
DIFFERENCE IN REVENUE & EXPENSE:	\$ 8,936.98

***YTD Expenses minus depreciation**

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

Budget Code	Adopted Amount	Current Month Collected	Actual YTD Collected	YTD % of Budget Collected
800.000.43000 State Grant Revenue	50,000.00	0.00	0.00	0.00%
800.000.41500 Aviation Facilities	396,151.00	36,124.44	106,502.61	26.88%
800.000.41520 Revenue Producing Facilities	331,998.00	26,269.06	88,697.30	26.72%
800.000.41530 Land - Agriculture	4,625.00	0.00	0.00	0.00%
800.000.41540 Land - Industrial	42,399.00	1,523.26	23,586.21	55.63%
800.000.41550 Land - Aviation	100,340.00	7,265.58	21,796.74	21.72%
800.000.41560 Insurance	53,178.00	3,662.90	11,245.88	21.15%
800.000.41570 Oil Lease	3,178.00	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	50,000.00	2,064.00	10,176.20	20.35%
800.000.49900 Insurance Proceeds	0.00	0.00	0.00	0.00%
800.000.49950 Miscellaneous	7,000.00	243.92	5,980.61	85.44%
800.000.49000 Interest Income	600.00	55.88	198.44	33.07%
800.000.4900 Donations	0.00	0.00	0.00	0.00%
800.000.49970 Transfer In	243,127.00	0.00	0.00	0.00%
GRAND TOTAL	1,282,596.00	77,209.04	268,183.99	

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

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.51030	Assistants	162,498.00	12,514.08	-	37,436.22	76.96%
800.710.1080	Part-Time	46,423.00	2,670.40	-	9,433.02	79.68%
800.710.52010	Social Security Taxes	15,551.00	1,125.39	-	3,529.36	77.30%
800.710.52020	Group Hospital Insurance	30,120.00	2,509.98	-	7,529.94	75.00%
800.710.52030	Retirement	21,167.00	1,445.75	-	4,337.02	79.51%
800.710.52031	457 Deferred Comp Expense	8,232.00	844.72	-	2,526.28	69.31%
800.710.52040	Unemployment Compensation	852.00	68.94	-	212.46	75.06%
800.710.52050	Workers Compensation	3,090.00	225.34	-	700.76	77.32%
800.710.52060	Other Post Employment Benefits	50,000.00	-	-	-	100.00%
800.710.53100	Office Supplies	3,000.00	-	-	253.31	91.56%
800.710.53200	Postage	800.00	-	-	-	100.00%
800.710.53300	Operating Expenses	8,025.00	1,069.02	-	3,879.30	51.66%
800.710.53350	Janitorial Supplies	1,000.00	121.15	-	134.64	86.54%
800.710.53560	Gas, Oil, Etc.	16,000.00	1,216.58	-	2,179.44	86.38%
800.710.53570	Tires, Batteries & Accessories	2,000.00	251.00	-	524.53	73.77%
800.710.53580	Parts	6,000.00	98.97	-	1,148.30	80.86%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.53590	Repair & Maintenance Supplies	30,000.00	1,600.35	1,055.20	3,972.35	83.24%
800.710.53750	Small Equipment	2,500.00	-	-	1,757.06	29.72%
800.710.54000	Professional Services	256,600.00	21,427.34	1,127.00	64,930.02	74.26%
800.710.54030	Training & Education	3,400.00	1,298.40	-	1,298.40	61.81%
800.710.54040	Business Development	33,333.00	-	-	-	100.00%
800.710.54080	Local Travel	200.00	-	-	93.58	53.21%
800.710.54200	Printing	2,000.00	-	-	218.40	89.08%
800.710.4220	Dues & Publications	4,650.00	1,011.25	-	1,297.50	72.10%
800.710.54255	Attorney Fees	10,000.00	900.74	-	900.74	90.99%
800.710.54300	Liability Insurance	51,123.00	-	-	-	100.00%
800.710.54340	Contract Services	4,404.00	366.98	-	733.96	83.33%
800.710.54520	Telephone	6,800.00	1,018.59	-	1,818.20	73.26%
800.710.54540	Utilities	75,000.00	7,481.90	-	11,169.44	85.11%
800.710.54550	Repairs & Maintenance	100,000.00	6,062.50	12,897.15	6,776.03	80.33%
800.710.54552	Hangar Repairs	100,000.00	-	-	-	100.00%
800.710.54555	Casualty Loss Repairs	10,000.00	-	-	-	100.00%
800.710.54580	Airport Equipment Maintenance	41,366.00	2,560.00	23,700.00	12,948.00	11.41%

Budget Code	Account Name	Adopted Amount	Current Month Expenditures	Encumbered Amount	YTD Expenditures	% Budget Remaining
800.710.54600	Office Equipment Rental	1,480.00	-	88.75	457.16	63.11%
800.710.54930	Property Taxes	14,602.00	10,573.12	-	10,573.12	27.59%
800.710.54940	Depreciation Internal Funds	-	-	-	103,691.28	0.00%
800.625.5100	Improvements	39,380.00	-	-	33,015.00	16.16%
800.710.55150	Machinery	15,000.00	-	-	14,572.57	2.85%
800.710.55200	Equipment	6,000.00	-	6,000.00	-	0.00%
800.710.55570	RAMP Grant Expenditures	100,000.00	961.98	10,210.00	18,890.90	70.90%
TOTAL		1,282,596.00	79,424.47		362,938.29	

TOTAL EXPENSES (MINUS DEPRECIATION):

\$ 259,247.01

RMA BOARD AGENDA

ITEM NUMBER: Nine
MEETING DATE: 02/12/15

ITEM TITLE: Public Comment.
SUBMITTED BY: Mike Shahan, Director
DATE SUBMITTED: February 5, 2015

SUMMARY:

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

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS: