

GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY

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

March 5, 2015

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, March 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 February 12, 2015, Board Meeting.
- 3. Consideration of approval of appointing a Budget Committee to assist in preparing the FY 2016 RMA and Airport Budgets.
- 4. Consideration of approval of a License Agreement with Clumber Spaniel Club of America, Inc.
- 5. Project Viking Update by Captain Michael Hess with Texas Army National Guard.
- 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.northtexasregionalairport.com

ITEM NUMBER: <u>Two</u> MEETING DATE <u>03-12-15</u>

ITEM TITLE:	Consideration of approval of Minutes of February 12, 2015, Board Meeting
SUBMITTED BY:	Terry Morrow, Administrative Assistant
DATE SUBMITTED:	March 5, 2015

SUMMARY:

Minutes of the February 12, 2015, RMA Board of Directors Meetings as transcribed from recorded tape.

ATTACHMENTS (LIST) Minutes

ALTERNATIVES/RECOMMENDATIONS:

Approve minutes with changes, if any

GRAYSON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS MEETING FEBRUARY 12, 2015

MEMBER'S PRESENT:

Bill Hubbard, Chairman Robert Brady Randy Hensarling Bill Rasor

OTHER'S PRESENT:

Mike Shahan, Director Michael Hutchins, Herald Democrat W. B. (Ben) Munson, Esquire William Magers, Grayson County Judge Michael Hess, U.S. Army National Guard Larry Reichhart, Walton Development Van Price, Assistant District Attorney, Grayson County

MEMBER'S ABSENT: Bill Benton

Bill Retz, NTRA Marketing Director Terry Vogel, Lake Texoma Jet Center Bart Lawrence, Commissioner Pct. #4 Jerry Day, Perrin Air Force Base Museum Steve Berger, CBRE

1. Call to Order.

Bill Hubbard, Chairman, called the meeting to order at 10:00 a.m. and welcomed everyone to the meeting. Mr. Hubbard welcomed Mr. Brady as the newest member of the Board.

2. <u>Consideration of approval of the December 11, 2014, Board Meeting.</u>

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. Hensarling seconded the motion. All members voted aye.

3. Election of Secretary/Treasurer for the Grayson County RMA.

Mr. Hubbard advised the Board that the Board needed to elect a Secretary/Treasurer. He stated this was due to Mr. Christie departing the Board. Mr. Brady nominated Mr. Rasor to the position of Secretary/Treasurer. Mr. Hensarling made the motion to elect Mr. Rasor as the Secretary/Treasurer. Mr. Brady seconded the motion. All members voted aye.

4. <u>Consideration of approval of a License Agreement with Texas Army National Guard.</u>

Mr. Shahan advised the Board that the Texas Army National Guard was requesting permission to perform two training exercises at the Airport. He stated that the first would be held on March 28, 2015.

At this time, Mr. Shahan introduced Captain Hess who did a presentation for the Board on the different phases of the training exercise to be held at the Airport on March 28, 2015. At the completion of the presentation and after some discussion, Mr. Shahan advised that the Board was being requested to approve the License Agreement with the Texas Army National Guard for the March 28, 2015, training. Mr. Hensarling made the

motion to approve the License Agreement with the Texas Army National Guard. Mr. Brady seconded the motion. All members voted aye.

5.

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

Mr. Shahan advised the Board that the Lone Star Aerobatic Championship was scheduled for June 12-13, 2015. He stated that June 11 was a set-up and practice day and June 14 was a rain date. Mr. Shahan stated that Pat Clark is the Contest Director and Curt Richmond is the current President of Chapter 24 and will be signing the License Agreement. Mr. Shahan stated that this was the same agreement that has been used in the past. Mr. Hensarling made the motion to approve the License Agreement between North Texas Regional Airport and Chapter 24, International Aerobatic Club, Inc., for the Lone Star Aerobatic Championship in June 2015. Mr. Rasor seconded the motion. All members voted aye.

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 Judge Magers and Commissioner Lawrence to remain in the room. The Board recessed into executive session at 10:35 a.m.

7. <u>Reconvene Regular Session; Action on Executive Session Items.</u>

The Board reconvened into regular session at 11:47 a.m. Mr. Hubbard stated that there would be no action taken on any item discussed in Executive Session.

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

Mr. Shahan advised the Board that they had the fuel flowage report. He stated that this report covered both December and January. He stated that fuel sales were down 15.5% for the year.

Mr. Shahan stated that the Board had been given the air traffic operations report. He stated that operations were up approximately 5% from the same time last year.

Mr. Shahan advised the Board that they had the budget report.

Mr. Shahan stated that improvements had been completed on Hangar 1E and those repairs cost approximately \$26,000.00.

Mr. Shahan advised the Board that the installation of an office in Hangar 5513, Suite 3 had been completed and the cost was approximately \$9,500.00.

Mr. Shahan stated that the bid specs for repairs to the exterior of Hangar 111 were being prepared and should be sent to Jeff Schneider today or tomorrow. 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 it appeared that the appraisals would be finished in March and letters to the property owners would be sent out at that time.

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 the FAA had been funded but that the funds had not been sent to TxDOT. He stated that as soon as TxDOT receives the funds, they would immediately go out to bid.

Mr. Shahan advised the Board that EAA Chapter 323 would be hosting a Young Eagles event at the Airport on March 7, 2015. He stated that this would only be open to the Civil Air Patrol Cadets.

Mr. Shahan advised the Board that the Texoma 100 Air Race had been scheduled for March 21, 2015.

Mr. Shahan stated the Board had just approved the Texas Army National Guard training on 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 Lake Texoma Jet Center would be hosting the Bonanza Formation Mini-Clinic from May 15-17, 2015. He stated that Lake Texoma Jet Center would host the Advanced Bonanza Formation Clinic from May 20-24, 2015.

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, but Chapter 24 decided to continue with the event at NTRA.

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

Mr. Shahan stated that they the Army National Guard would then be doing the night exercise in the November/December time frame should the Board approve at a later date.

9. <u>Public Comments.</u>

There were no public comments.

10. <u>Adjourn.</u>

There being no other business, the meeting was adjourned at 11:53 a.m.

11. <u>Next Meeting.</u>

The next regularly scheduled Board of Director's Meeting will be held on March 12, 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.

Grayson County Regional Mobility Authority Board of Directors Meeting February 12, 2015

ITEM NUMBER: <u>Three</u> MEETING DATE: <u>03/12/15</u>

DATE SUBMITTED:	March 5, 2015
SUBMITTED BY:	Mike Shahan, Director
ITEM TITLE:	Consideration of approval of appointing a Budget Committee to assist in preparing the FY 2016 RMA and Airport Budgets.

SUMMARY:

Airport staff is preparing the budgets for the 2016 fiscal year. This budget will be presented to Commissioners Court during the budget hearings that will be held during the summer months of 2015. Commissioners Court expects both budgets to be reviewed and approved by the GCRMA Board before submitting to Commissioners Court.

In the past, the GCRMA Board formed a Budget Committee to oversee the budget preparation, before being presented to the GCRMA Board.

ATTACHMENTS (LIST) Resolution 15-04

ALTERNATIVES/RECOMMENDATIONS

Airport staff recommends appointing a Budget Committee to oversee the preparation of the 2016 fiscal year budget.



RESOLUTION No. 15-04

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 § 26.01, *et seq.* (the "RMA Rules"); and

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

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

WHEREAS, GCRMA has found that it is necessary to appoint a Budget Committee to assist in the preparation of the RMA and Airport budgets for fiscal year 2016 for presentation to Grayson County Commissioners Court; and

WHEREAS, the Airport Budget Committee shall be composed of two (2) members and the GCRMA Director; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the GCRMA hereby authorizes the creation of the RMA and Airport Budget Committee.

APPROVED THIS 12th day of March, 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 <u>15-04</u> Date Passed <u>03/12/15</u>

ITEM NUMBER: <u>Four</u> MEETING DATE: <u>03/12/15</u>

ITEM TITLE:	Consideration of approval of a License Agreement with Clumber Spaniel Club of America, Inc.
SUBMITTED BY:	Mike Shahan, Director
DATE SUBMITTED:	March 5, 2015

SUMMARY:

The Clumber Spaniel Club of America, Inc., has requested permission to hold a Tracking Event at the Airport on March 23 and March 24, 2015. The event will be held on the north end of the closed runway and in the area to the south of the existing buildings on the west side of the Airport.

The License Agreement is the standard agreement we use for special events at NTRA. The Club will be invoiced \$250.00 to cover the cost of attorney and license fees.

Mr. Munson has approved the contract as to form.

ATTACHMENTS (LIST) Resolution 15-05 License Agreement

ALTERNATIVES/RECOMMENDATIONS

Approve the License Agreement with Clumber Spaniel Club of American, Inc.



RESOLUTION No. 15-05

WHEREAS, the Grayson County Regional Mobility Authority ("GCRMA") was created pursuant to the request of Grayson County and in accordance with provisions of the 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 Clumber Spaniel Club of America, Inc., has requested to permission to conduct a tracking exercise at NTRA; and

WHEREAS, the Clumber Spaniel Club of America, Inc., Tracking Event will be held March 23 through March 24, 2015; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Clumber Spaniel Club of America, Inc., for the purpose of conducting a Tracking Event at NTRA.

APPROVED THIS 12th day of March, 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 <u>15-05</u> Date Passed <u>03/12/15</u>

STATE OF TEXAS

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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 Clumber Spaniel Club of America, Inc. (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. <u>REQUIREMENTS OF U.S.A.:</u>

- 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 activities will be conducted under the supervision of the FAA and Licensor.

4. OCCUPANCY OF FACILITY:

Licensee may conduct the Clumber Spaniel Club of America Tracking Event for public display from March 23 through March 24, 2015. Any rescheduling because of adverse weather conditions shall be done with the approval of the Director (the "Term").

5. <u>USE OF FACILITY:</u>

- A. Except as otherwise provided herein, Licensee may use the Facility for the purpose of conducting an Tracking event and uses incidental thereto including display and sale of souvenirs and sale of non-alcoholic beverages and confections. Uses undertaken by Licensee at the Facility are sometimes herein referred to as "the 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 actual Event displays and an outline of its plans for the control of vehicular and pedestrian traffic, the sale and collection of admissions and the placement and nature of any concession stands. These plans shall be subject to the Director's approval and no installations or physical preparations shall be made on the Facility without first obtaining proper authorization from the Director.
- D. Licensee is hereby granted the right to charge admission to all persons entering the Facility throughout the entire period of occupancy, including without limitation, persons entering designated areas to witness the Event, 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 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.
- G. Licensee will secure a fully executed Waiver of Liability in the form attached in Exhibit B from each Event participant before allowing such participant to participate in the Event. Upon request, Licensee will furnish Licensor a copy of all Waiver of Liability.

6. AIRPORT ACTIVITIES:

- A. The Licensee, its members, employees, patrons, guests and invitees shall be allowed access to the Facility only over routes to be designated by the Licensor.
- B. Licensee is authorized, and encouraged to construct necessary temporary fences, barricades, buildings and signs for crowd handling purposes and provide, office, reception and concession facilities in an area designated by the Licensor. Food and drink concession privileges shall be limited to locations outside the Airport Terminal Building. Immediately after completion of activities each day Licensee shall move to locations acceptable to Licensor all items which may interfere with normal operations at the Airport, shall clean up all trash, debris and operations at the Airport and shall leave the premises in a clean and neat condition acceptable to Licensor. Prior to termination of occupancy of the Facility, Licensee will remove all temporary fences, barricades, buildings, and signs and all trash and debris from the Airport and restore the Facility to a condition acceptable to the Licensor.
- C. Licensee further agrees to provide adequate, separate portable restroom facilities for men and women during the term of its occupancy of the Facility.
- D. During the period of time that the 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. The Airport will not be closed at any time.
- E. Licensee agrees that it will not do or suffer to be done anything at the Airport during the term hereof in violation of any Federal, State or Local laws, ordinances, rules or regulations, and that, if Licensor, calls the attention of Licensee to any such violation on the part of Licensee or any person employed by or admitted to the Airport by Licensee, then Licensee will immediately desist from and/or correct such violations.

7. <u>LICENSE FEE:</u>

The License Fee is \$25.00 plus Licensor attorney fees for this event.

8. <u>LICENSEE OBLIGATIONS:</u>

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.

QUIET ENJOYMENT:

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

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 Unites 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. <u>Survival of Obligations:</u>

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

E. <u>Surrender of FACILITY:</u>

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. <u>LIMITATION OF LIABILITY AND LIABILITY INSURANCE:</u>

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.

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. <u>NON-DISCRIMINATION AND LOCAL PURCHASING AND EMPLOYMENT</u> <u>COVENANTS:</u>

A. <u>Non-Discrimination:</u>

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

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

B. Local Purchasing and Employment:

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

16. **IDENTIFICATION:**

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

17. <u>NO WAIVER:</u>

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. <u>OTHER:</u>

A. <u>Notices:</u>

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:

Clumber Spaniel Club of America Attn: Milford Cole 20958 Gro Racca Road Iowa, LA. 70647

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

B. <u>National Emergencies:</u>

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. <u>Brokers:</u>

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. <u>Time of Essence:</u>

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. <u>Use of Terms</u>

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. <u>Headings and Captions</u>

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. <u>Authority</u>

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. <u>Governing Law</u>

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. <u>Severability</u>

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

Clumber Spaniel Club of America, Inc.

BY:

Milford Cole, 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.

 STATE OF ______
 }

 COUNTY OF ______
 }

Notary Public, State of Texas

This instrument was acknowledged before me on the _____day of _____, 2015, by Milford Cole, President, Clumber Spaniel Club of America, Inc.

Notary Public, State of _____

Exhibit A

Portions of Airport Covered in License

License Agreement Clumber Spaniel Club of America March 23-24, 2015 11









Imagery taken: Dec 2013 This product is for information purposes and may not have been parameter for one sublicit for legal, apprending, or surrying purposes, and are instructed for general information

Exhibit B

Waiver of Liability

License Agreement Clumber Spaniel Club of America March 23-24, 2015 13

WAIVER OF LIABILITY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

That I, the undersigned, for and in consideration of the privilege of utilizing a runway at North Texas Regional Airport, Denison, Grayson County, Texas, for dog tracking event as described below on March 23-24, 2015, do hereby agree to and assume any and all risks attendant to any incident, action, occurrence, or activity occurring at North Texas Regional Airport, which affects me in any manner whatsoever, and do hereby release and agree to indemnify and hold harmless Grayson County, Texas and Clumber Spaniel Club of America, their employees and agents, from any liability, claim, suit, demand, or cause of action which may arise in any manner whatsoever from the use of North Texas Regional Airport or any activity associated with the use of property owned by Grayson County, Texas, including liability claims, suits, demands, or causes of action which arise from the negligence or act or omission of Grayson County, Texas and/or Clumber Spaniel Club of America, their employees and agents.

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

Signed

Printed Name:	
---------------	--

Address:	
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ITEM NUMBER: <u>Five</u> MEETING DATE: <u>03/12/15</u>

ITEM TITLE:	Project Viking Update by Captain Michael Hess with the Texas Army National Guard
SUBMITTED BY:	Mike Shahan, Director
DATE SUBMITTED:	March 5, 2015

SUMMARY:

Captain Michael Hess will update the Board on the upcoming Project Viking that is scheduled to take place March 28, 2015

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS

ITEM NUMBER: <u>Six</u> MEETING DATE: <u>03/12/15</u>

ITEM TITLE:	Recess for Executive Session pursuant to Chapter 551, Subchapter D, Texas Government Code.
SUBMITTED BY:	Mike Shahan, Director
DATE SUBMITTED:	March 5, 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:

ITEM NUMBER: <u>Seven</u> MEETING DATE: <u>03/12/15</u>

SUBMITTED BY:Mike Shahan, DirectorDATE SUBMITTED:March 5, 2015	ITEM TITLE:	Reconvene Regular Session; Action on Executive Session Item
DATE SUBMITTED: March 5, 2015	SUBMITTED BY:	Mike Shahan, Director
	DATE SUBMITTED:	March 5, 2015

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS Take action on Executive Session Item if appropriate

ITEM NUMBER: <u>Eight</u> MEETING DATE: <u>03/12/15</u>

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:	March 5, 2015

SUMMARY:

Monthly Reports:

- 1. Fuel Flowage Report February 2015
- 2. ATC Operations Report February 2015
- 3. NTRA Revenue & Expense Report January 2015

Facility Upgrades:

- 1. Upcoming Airport Bid Projects Hangars 111 and 401
- 2. 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 28, 2015
- 3. Texas Antique Airplane Association Monthly Meeting April 18, 2015
- 4. Bonanza Formation Mini 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 – February 2015 ATC Operations Report – February 2015 NTRA Revenue & Expense Report – January 2015

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		Avgas	Jet-A	Total	Last Year's
				Total					Total *
Oct. 2014	11,417.0	23,785.0	35,202.0	38,969.0	Oct. 2014				
Nov. 2014			37,959.0	40,766.0	Nov. 2014	7,961.0	-	7,961.0	9,248.0
Dec. 2014	5,383.0	15,257.0	20,640.0	43,467.0	Dec. 2014	-	-		6,659.1
Jan. 2015	-	15,688.0	15,688.0	36,151.0	Jan. 2015	15,576.0	-	15,576.0	9,409.8
Feb. 2015	8,037.0	16,095.0	24,132.0	31,082.0	Feb. 2015	7,962.0	-	7,962.0	6,659.4
Mar. 2015			-	29,071.0	Mar. 2015			-	7,990.3
Apr. 2015			-	31,864.0	Apr. 2015			-	9,637.4
May. 2015			-	56,670.0	May. 2015			-	9,191.5
Jun. 2015			-	31,502.0	Jun. 2015				7,634.0
Jul. 2015			U -	24,171.0	Jul. 2015			-	6,007.1
Aug. 2015			-	42,387.0	Aug. 2015			-	7,740.6
Sep. 2015			-	32,405.0	Sep. 2015			-	6,959.7
Total:	38,790.0	94,831.0	133,621.0	438,505.0	Total:	31,499.0	-	31,499.0	87,136.8
Last Year's To Date Gallons Received Total:			190,435.0	Last Year's To D	31,976.3				
Percent Cha	nge Over La	st Year by N	lonth:	-22.36%	Percent Change	19.56%			
Percent Cha	nge Over La	st Year:		-29.83%	Percent Change	-1.49%			

% of Avgas:	29.03%	Combined Annual Fuel Sales	165,120.0	% of Avgas:	100.00%
% of Jet-A:	70.97%	Percent Change Over Last Year by Month:	3.26%	% of Jet-A:	0.00%
		Percent Change Over Last Year:	-13.29%		

* 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

				-	ITINE	RANT	1495) 		a.	· · · ·	L(OCAL		IFR/VFR	FY 2015	FY 2014
			IFR					VFR			CIVIL	MI	TOTAL	Overflight	Airport	Airport
Month	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	OTVIL	3411	LOCAL	Count	Ops	Ops
Oct-14	<u> </u>	12	265	0	277	0	0	2,068	4	2,072	3,824	0	3,824	284	6,457	7,694
	0	22	222	0	244	0	0	1,664	1	1,665	3,332	2	3,334	260	5,503	5,972
Nov-14	0	20	322	2	344	0	0	1,472	2	1,474	2,972	14	2,986	248	5,052	4,297
Dec-14		9	234	0	243	0	4	2,658	1	2,663	4,970	4	4,974	237	8,117	5,942
Jan-15	0		188	0	202	0	1	1,874	2	1,877	3,445	2	3,447	214	5,740	4,085
Feb-15	0	14	100					1,011		0			0	0	0	4,605
Mar-15	0				0	- 285				0	100 200		0	0	0	5,069
Apr-15	0				0	12 B				0			0	0	0	5,961
May-15	0				0				·	0			0	0	0	5,746
Jun-15	0			_	0		-				0 <u>2010</u> 0000	_	0	0	0	4,655
Jul-15	0				0					0			0	o o	0	6,877
Aug-15	0				0					0				0	0	12,072
Sep-15	<u>0</u>				<u>0</u>	_			ļ <u></u>	<u>0</u>			0			
Total	0	77	1,231	2	1,310	0	5	9,736	10	9,751	18,543	22	18,565	1,243	30,869	72,975

					OVERF	LIGHT	COUNT				
<u> </u>		IER (OVERFL	IGHTS				TOTAL			
Month	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	OVERFLIGHTS
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	6	0	6	0	60	148	0	208	214
Mar-15		<u> </u>			0		-			0	0
	0.000	e-3035			0					0	0
Apr-15					0					0	0
May-15					0				·	0	0
Jun-15										0	0
Jul-15				ļ	0			server care i			
Aug-15					0					0	0
Sep-15		1			0					<u>0</u>	<u>0</u>
Total	0	2	8	0	10	0	91	1,140	2	1,233	1,243

% Change Last Y	ear/Same Time:
Itinerant	-9.39%
Local	24.06%
Overflight	51.96%
Total	10.29%

% Change Last	Year by Month:
Itinerant	9.94%
Local	64.61%
Overflight	114.00%
Total	40.51%

Daily Summary of Ops for Nov. 2014:	#/ Days	#/Ops	Avg.
0 - Daily Ops	2	0	0
1-99 Daily Ops	8	235	29.4
100 - 199 Daily Ops	2	251	125.5
200 - 299 Daily Ops	6	1,653	275.5
300 - 399 Daily Ops	9	3,099	344.3
400 - Plus Daily Ops	1	502	502.0

Peak Day - 502 operations on February 14, 2015 Slowest day - 0 operations on February 23 & 28, 2015 Average daily operation for January: 205 ops

			FA	AA CON	ITRACT	TOWE	R - AIRF	PORT OP	ERATI	ONS CO	UNT RE		. Kooge	
Facili	Facility Name: North Texas Tower					Location: Denison, TX						G Y I		
	Airport Operati				peration	ns Count			F	acility Op	erating Hou	ırs → 1		
					ITINERAN	T						LOCAL	i.	
			FR					VFR						
Day	AC	AT	GA	MI	Total IFR Ininerant Ops	AC	AT	GA	M	Total VFR Itinerant Ops	Civil	Military	Total Local Ops	Total Airport Operations
01			9		9			10		10				1:
02		2	4		6			114		114	170		170	29
03			7		7			98		98	222		222	32
04		5	15		20			15		15	70		70	10
05			4		4			3		3				
06			9		9			128		128	220		220	35
07			7		7			92		92	180		180	279
08			6		6			82		82	248		248	336
09			1		1			126		126	194		194	321
10			6		6			125		125	149		149	280
11			13		13			98	2	100	144	2	146	259
12		2	1		3			127		127	166		166	296
13			9		9			133	8	133	232		232	374
14			2		2			162		162	314		314	478
15			3		3			37		37	100		100	14(
16									-2					
17			3		3			66		66	192		192	26
18			7		7			131		131	216		216	354
19			16		16			138		138	192		192	346
20		5	20		25			5		5				30
21			18		18		1	59		60	138		138	216
22			2		2			9		9	30		30	41
23														8
24			2		2					8				2
25			10		10			78		78	204		204	292
26			8		8			25		25	52		52	85
27			6		6			13		13	12		12	31
28										۵				
29														
30					and an an an an									
31														
otal		14	188		202		1	1874	2	1877	3445	2	3447	5526

		}	FAA CO	NTRAC	T TOWER	OVERFL	IGHT SU	JMMAR	Y REC		
Facility Name North Texas Tower				L	ocation: Denison	, TX			Mo. Yr. 0 2 1 5	Loc Ident.	
					OVER	RELIGHT C	OUNT				
			ROVERFL	IGHTS			VF	R OVERFL	IGHTS		
Day	AC	AT	GA	MI	Total	AC	AT	GA	MI	Total	Total Overflights
01								2		2	2
02							4	2		6	6
03								4		4	4
04	-		2		2						2
05											
06								8		8	8
07								8		8	8
08								14		14	14
09								14		14	14
10							6	8		14	14
11	0.000.0000						12			12	12
12							6			6	6
13								8		8	8
14	0.000							24		24	24
15								4		4	4
16							4			4	4
17							16	8		24	24
18								16		16	16
19				2				12		12	12 6
20			4		4		2				
21					<u> </u>			4		4	4
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23				1997 <u>2</u> 99			<u> </u>				c
24							6	10		6 14	6 14
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27							┟			-	
28			<u> </u>								
29			├ ───- 							+	
30		1000			· · ·						
31								1 4 0		208	214
Total			6		6	l	60	148		208	214

YEAR TO DATE FINANCIAL UPDATE AS OF JANUARY 31, 2015

YTD REVENUE:	\$ 383,725.73
YTD EXPENSES:*	\$ 348,492.78
DIFFERENCE IN REVENUE & EXPENSE:	\$ 35,232.95

*YTD Expenses minus depreciation

NORTH TEXAS REGIONAL AIRPORT REVENUE REPORT JANUARY, 2015

Budget Code	Adopted	Current Month	Actual YTD	YTD % of
	Amount	Collected	Collected	Budget Collected
800.000.43000 State Grant Revenue	50,000.00	14,302.95	14,302.95	28.61%
800.000.41500 Aviation Facilities	396,151.00	40,207.19	146,709.80	37.03%
800.000.41520 Revenue Producing Facilities	331,998.00	26,256.61	114,953.91	65.38%
800.000.41530 Land - Agriculture	4,625.00	4,625.00	4,625.00	100.00%
800.000.41540 Land - Industrial	42,399.00	1,523.26	25,109.47	59.22%
800.000.41550 Land - Aviation	100,340.00	20,225.98	42,022.72	41.88%
800.000.41560 Insurance	53,178.00	3,662.90	14,908.78	28.04%
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	3,927.90	14,104.10	28.21%
800.000.49900 Insurance Proceeds	0.00	0.00	0.00	0.00%
800.000.49950 Miscellaneous	7,000.00	743.40	6,724.01	96.06%
800.000.49000 Interest Income	600.00	66.55	264.99	44.16%
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	115,541.74	383,725.73	

NORTH TEXAS REGIONAL AIRPORT EXPENSE REPORT JANUARY, 2015

Budget	Account Name	Adopted	Current Month	Encumbered	YTD	% Budget
Code		Amount	Expenditures	Amount	Expenditures	Remaining
800.710.51030	Assistants	162,498.00	12,514.08	-	49,950.30	69.26%
800.710.1080	Part-Time	46,423.00	1,576.81	-	11,009.83	76.28%
800.710.52010	Social Security Taxes	15,551.00	1,039.01	-	4,568.37	70.62%
800.710.52020	Group Hospital Insurance	30,120.00	2,509.98		10,039.92	66.67%
800.710.52030	Retirement	21,167.00	1,404.83		5,741.85	72.87%
800.710.52031	457 Deferred Comp Expense	8,232.00	844.72	-	3,371.00	59.05%
800.710.52040	Unemployment Compensation	852.00	56.75	-	269.21	68.40%
800.710.52050	Workers Compensation	3,090.00	255.79	-	956.55	69.04%
800.710.52060	Other Post Employment Benefits	50,000.00	-		tatuat.	100.00%
800.710.53100	Office Supplies	3,000.00	884.68	-	1,137.99	62.07%
800.710.53200	Postage	800.00	-	-	-	100.00%
800.710.53300	Operating Expenses	8,025.00	714.85	-	4,594.15	42.75%
800.710.53350	Janitorial Supplies	1,000.00	27.10	-	161.74	83.83%
800.710.53560	Gas, Oil, Etc.	16,000.00	(337.36)	- ;	1,842.08	88.49%
800.710.53570	Tires, Batteries & Accessories	2,000.00	185.00	-	709.53	64.52%
800.710.53580	Parts	6,000.00	18.45	-	1,166.75	80.55%

Budget	Account Name	Adopted	Current Month	Encumbered	YTD	% Budget
Code		Amount	Expenditures	Amount	Expenditures	Remaining
800.710.53590	Repair & Maintenance Supplies	30,000.00	1,608.11	1,462.75	5,580.46	76.52%
800.710.53750	Small Equipment	2,500.00	-	188.70	1,757.06	22.17%
800.710.54000	Professional Services	256,600.00	20,912.34	1,127.00	85,842.36	66.11%
800.710.54030	Training & Education	3,400.00	355.61	-	1,654.01	51.35%
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	-	2,500.00	1,297.50	18.33%
800.710.54255	Attorney Fees	10,000.00	-		900.74	90.99%
800.710.54300	Liability Insurance	51,123.00	1,875.00		1,875.00	96.33%
800.710.54340	Contract Services	4,404.00	170.00	-	903.96	79.47%
800.710.54520	Telephone	6,800.00	336.18	-	2,154.38	68.32%
800.710.54540	Utilities	75,000.00	13,658.14	-	24,827.58	66.90%
800.710.54550	Repairs & Maintenance	100,000.00	10,279.70	9,811.15	17,055.73	73.13%
800.710.54552	Hangar Repairs	100,000.00	-	-	-	100.00%
800.710.54555	Casulaty Loss Repairs	10,000.00	-		-	100.00%
800.710.54580	Airport Equipment Maintenance	41,366.00	2,560.00	21,140.00	15,508.00	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	81.00	88.75	538.16	57.64%
800.710.54930	Property Taxes	14,602.00	-		10,573.12	27.59%
800.710.54940	Depreciation Internal Funds	624,000.00	-	-	155,193.38	75.13%
800.625.5100	Improvements	39,380.00	Ŀ	-	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	-	6,000.00	0.00%
800.710.55570	RAMP Grant Expenditures	100,000.00	9,715.00	495.00	28,605.00	70.90%
TOTAL		1,906,596.00	89,245.77		503,686.16	

TOTAL EXPENSES (MINUS DEPRECIATION):

\$ 348,492.78

ITEM NUMBER: <u>Nine</u> MEETING DATE: <u>03/12/15</u>

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