

Grayson County Regional Mobility Authority

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

December 3, 2014

AGENDA

The Agenda for the Grayson County Regional Mobility Authority Board Meeting scheduled for 10:00a.m., Thursday, December 11, 2014, in the Greater Texoma Utility Authority conference room, 5100 Airport Drive, Denison, Texas 75020 is as follows:

- 1. Call To Order. * ** ***
- 2. Consideration of approval of Minutes of October 30, 2014, Board Meeting.
- 3. Consideration of approval of a License Agreement with Red River Triumph Club.
- 4. Consideration of approval of an Easement and Right of Way with Oncor Electric Delivery Company, LLC, for installation of utilities for hangar development.
- 5. Discussion of a request from the Texas Air National Guard to conduct two training exercises at NTRA-Perrin Field.
- 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.



ITEM NUMBER: <u>Two</u> MEETING DATE <u>12-11-14</u>

ITEM TITLE: Consideration of approval of Minutes of October 30, 2014, Board

Meeting

SUBMITTED BY: Terry Morrow, Administrative Assistant

DATE SUBMITTED: December 3, 2014

SUMMARY:

Minutes of the October 30, 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 OCTOBER 9, 2014

MEMBER'S PRESENT:

MEMBER'S ABSENT:

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

OTHER'S PRESENT:

Mike Shahan, Director Michael Hutchins, Herald Democrat W. B. (Ben) Munson, Esquire William Magers, Grayson County Judge Elect Bill Retz, NTRA Marketing Director Jeff Whitmire, Commissioner, Pct. #1 Bart Lawrence, Commissioner Pct. #4 Jay Jones, American Equity

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 9, 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. Hensarling seconded the motion. All members voted aye.

3. Consideration of approval of GCRMA Compliance Report for FY 2014.

Mr. Shahan advised the Board that this was the annual Compliance Report that must be submitted to TxDOT. Mr. Shahan stated that there was an insert of the Project Report. He stated that Mike Garrison has provided information on the route study for FM 121 around Gunter. Mr. Hensarling made the motion to approve the Compliance Report for FY 2014. Mr. Benton seconded the motion. All members voted aye.

4.

Consideration of approval to update the current Fixed Base Operator requirements of the Airport Minimum Standards.

Mr. Shahan stated that the Airport Policy Committee reviewed the Minimum Standards specifically for the Fixed Base Operator. He stated that the Policy Committee recommended hiring a consultant to update the FBO Minimum Standards. He stated that Garver Engineers was hired to assist with the project. Mr. Hubbard asked Mr. Shahan to give a summary of the changes. Mr. Shahan stated that the current standards for the FBO are to provide aircraft fuel, both 100LL and Jet A, provide aircraft maintenance and aircraft storage. He stated that the requirements to operate as an FBO would continue with those items, but the FBO would be required to choose at a minimum three of six additional items to operate as an FBO. He stated that these six items include: 1) flight training, 2) aircraft rental, 3) automobile rental and courtesy car, 4) avionic sales, installation and maintenance, 5) aircraft charter or air taxi service, or 6) any other light commercial operation that is excluded from Part 135 if approved by the

RMA. He stated that there were some additional changes such as ground lease requirements and building requirements. Mr. Shahan stated time requirements were included for FBO services. He stated that the insurance requirements had also been increased.

Mr. Shahan stated that there were three additional requirements for a business plan, including pending litigation, legal name of entity and where it is registered or licensed and any aircraft that will be stored and not actively flown.

Mr. Shahan stated that there was one item about the Airport Director and who hires the Director. Mr. Shahan stated that he thought that the RMA should hire the Airport Director unless Commissioners Court wants to do that.

Mr. Shahan stated that the current FBO meets all requirements except for meeting three additional services. He stated that the Airport Policy Committee recommended grandfathering them and allowing them one year to comply with the new requirements. Mr. Hensarling made the motion to approve the updates to the Minimum Standards for the FBO. Mr. Rasor seconded the motion. All members voted aye.

5.

Consideration of approval of entering into an agreement with 4D Insurance Agency, LLC, for the purpose of tracking insurance certificates of Airport tenants.

Mr. Shahan stated that he had been approached by 4D Insurance Agency, LLC, to track insurance certificates as required by airport tenants. Mr. Shahan stated that he had contacted Jeff Schneider, the Grayson County Purchasing Agent, who said that as far as he could tell it was not against County policy to have a private company track insurance certificates. He stated that he had talked with Mr. Munson and he felt it was a policy decision for the Board. Mr. Shahan stated that 4D Insurance proposed to track all insurance certificates requirements for the Airport tenants and notify the Airport of any non-compliance issues or delinquencies and shall send a non-compliance or delinquency notice to the Tenant. Mr. Shahan stated that 4D would send out in advance a notice of insurance renewal deadlines. He stated that they would contact the Airport should they not be able to contact a tenant. He further stated that the airport would approve all language in the notices. Mr. Shahan stated that in return, the Airport would provide information to contact the Tenants and their insurance requirements. He stated that the Airport would notify the tenants to provide the information to 4D. He stated that 4D would be named as a preferred vendor. He stated that they would provide the service for fee and they would attempt to sell insurance to the tenants. Commissioner Whitmire stated that the County has an insurance consultant that will do the same thing. After further discussion, the Board took no action on this item.

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 10:40 a.m.

7.

Reconvene Regular Session; Action on Executive Session Items.

The Board reconvened into regular session at 11:07 a.m. Upon returning to open session, Mr. Hubbard stated that there were two subjects that needed to be discussed in open session. Mr. Hubbard stated that the first thing to be addressed was the contract with CBRE for Exclusive Sales and Lease Listing Agreement. Mr. Hubbard asked if there was a motion on this item. Mr. Rasor made the motion to accept the contract and move forward. Mr. Benton seconded the motion. All members voted aye.

Mr. Hubbard stated that the next item was contact with Carson Aviation was to lease property and build five hangars. Mr. Hubbard stated that if this were approved, the motion should include a new survey of the lots at Carson Aviation expense and that construction should begin on the southern-most lot. Mr. Hensarling made the made the motion to approve the contract with those stipulations. Mr. Rasor seconded the motion. All members voted aye.

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

Mr. Shahan stated that he did not have an update.

Mr. Benton asked if the motion on the Minimum Standards Update included the change to the Airport Direction portion. Mr. Shahan stated that was not clarified. Mr. Shahan stated that he felt that it needed to remain as written as to who appoints the Airport Director which is the RMA. Mr. Benton made the motion to have the Airport Director appointed by the RMA. Mr. Hensarling seconded the motion. All members voted aye.

9. Public Comments.

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

10. Adjourn.

There being no other business, the meeting was adjourned at 11:10 a.m.

11. Next Meeting.

The next regularly scheduled Board of Director's Meeting will be held on November 13, 2014, 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.

ITEM NUMBER: <u>Three</u> MEETING DATE: <u>12-11-14</u>

ITEM TITLE: Consideration of approval of a License Agreement with Red River

Triumph Club.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

SUMMARY:

The Red River Triumph Club is requesting permission to hold an autocross event using the closed runway. This three day event is scheduled for October 5-7, 2016. They have made this request in advance due to the advertising and preparations that must be done prior to the event.

The organizers expect to have 100 participants, 15 workers/volunteers and 40 spectators attending this three day event.

Mr. Munson has reviewed the contact and approved it as to form.

ATTACHMENTS (LIST)

Resolution 14-26 License Agreement

ALTERNATIVES/RECOMMENDATIONS

Airport staff recommends approving the License Agreement with Red River Triumph Club



RESOLUTION No. 14-26

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 Red River Triumph Club has requested to conduct an Autocross event at NTRA; and

WHEREAS, the Red River Triumph Club Autocross will be held October 5, 2016 through October 7, 2016; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the License Agreement between NTRA and the Red Rover Triumph Club, for the purpose of conducting an Autocross event at NTRA.

APPROVED THIS 11th day of December, 2014, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:	Approved:
Mike Shahan	W. R. Hubbard, Jr.
Director for the Grayson County	Chairman, Board of Directors
Regional Mobility Authority	Resolution Number 14-26
	Date Passed 12/11/14

STATE OF TEXAS	}
COUNTY OF GRAYSON	}

LICENSE AGREEMENT

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. <u>LICENSED FACILITY:</u>

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

4. OCCUPANCY OF FACILITY:

Licensee may conduct the Red River Triumph Club Slalom Event for public display from October 5 through October 7, 2016. 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 Autocross 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. LICENSE FEE:

The License Fee is \$225.00 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. Survival of Obligations:

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

E. Surrender of FACILITY:

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

10. <u>ADDITIONAL OPTIONS:</u>

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

11. ASSIGNMENT AND SUBLICENSE:

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

12. FAA AND TXDOT AVIATION REQUIREMENTS:

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

13. LIMITATION OF LIABILITY AND LIABILITY INSURANCE:

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 COVENANTS:</u>

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.

16. <u>IDENTIFICATION:</u>

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. NO WAIVER:

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

18. PARTIAL INVALIDITY:

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

19. INSPECTION BY LICENSOR:

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

20. OTHER:

A. Notices:

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

LICENSOR:

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

LICENSEE:

Red River Triumph Club Attn: David E. Pilcher 800 Colony Ct. Blue Mound, TX 76131

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.

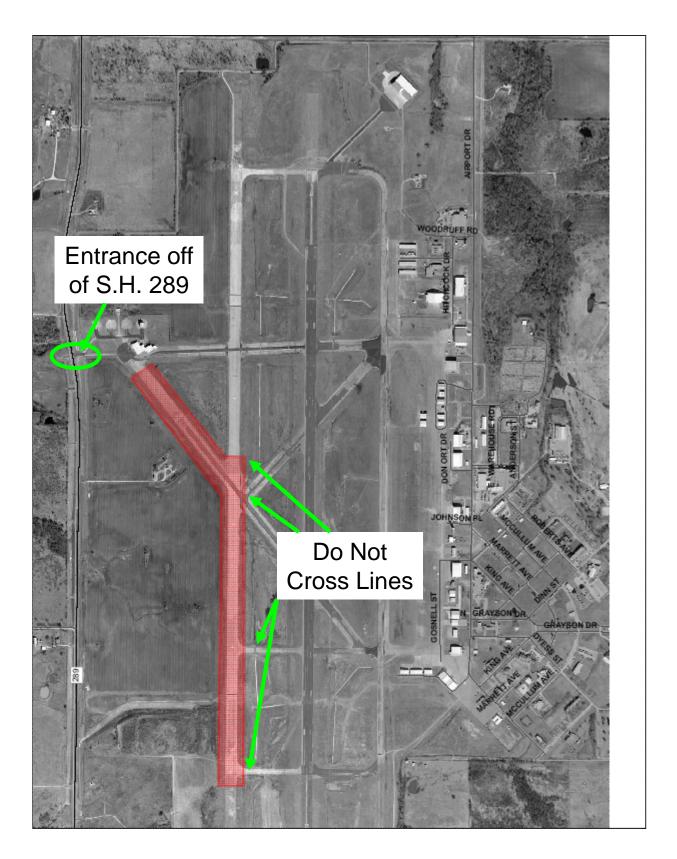
L. <u>Legal Fees and Expenses</u>

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 execute representatives, this the day of	
COUNTY OF GRAYSON, TEXAS BY: THE GRAYSON COUNTY REGIONAL MOBII AUTHORITY	LITY Approved as to Form:
BY: Mike Shahan, Director	William B. Munson
Red River Triumph Club	
BY: Mike Sabelhaus, President	
STATE OF TEXAS } COUNTY OF GRAYSON }	
This instrument was acknowledged before me on the _ Mike Shahan, Director, Grayson County Regional Mob	
	Notary Public, State of Texas
STATE OF } COUNTY OF }	
This instrument was acknowledged before me on the _ Mike Sabelhaus, President, Red River Triumph Club, a	
	Notary Public, State of

Exhibit A

Portions of Airport Covered in License



License Agreement

Exhibit B

Waiver of Liability

WAIVER OF LIABILITY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON

That I, the undersigned, for and in consideration of the privilege of utilizing a runway at North Texas Regional Airport, Denison, Grayson County, Texas, for an slalom event as described below on October 5-7, 2016, 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 Red River Triumph Club, 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 Red River Triumph Club, 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 Red River Triumph Club, their employees and agents, in signing this release. I further certify that I am an adult, am in sound mental health, and fully capable of making this waiver of liability.

	Vehicle Description:
Signed	
Printed Name:	
Address:	_

ITEM NUMBER: <u>Four</u> MEETING DATE: <u>12-11-14</u>

ITEM TITLE: Consideration of approval of an Easement and Right of Way with

Oncor Electric Delivery Company, LLC, for installation of utilities

for hangar development.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

SUMMARY:

Before electric service can be installed to the new Carson Aviation hangar development area, Oncor Electric Delivery Company requires an Easement and Right of Way Agreement be executed.

Mr. Munson has reviewed the document and approved it to form. He suggested that a metes and bounds survey be attached to the agreement. We have requested the metes and bounds from Oncor.

Airport staff recommends approving the Easement and Right of Way Agreement with the stipulation that the metes and bounds description will be added to the Easement once completed.

ATTACHMENTS (LIST)

Resolution 14-27

Easement and Right of Way Agreement with Oncor Electric Delivery Company, LLC

ALTERNATIVES/RECOMMENDATIONS

Approve the Easement and Right of Way Agreement with Oncor Electric Delivery Company, LLC



RESOLUTION No. 14-27

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

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

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

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

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

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

APPROVED THIS 11th day of December, 2014, by the Board of Directors of the Grayson County Regional Mobility Authority.

Submitted and reviewed by:	Approved:
Mike Shahan	W. R. Hubbard, Jr.
Executive Director for the Grayson	Chairman, Board of Directors
County Regional Mobility Authority	Resolution Number 14-27
	Date Passed 12/11/14

District: Texoma
WR #: **3212474**ER #____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS \$
\$ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON \$

That **Grayson County Texas**, **DBA**, **North Texas Regional Airport**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a **Delaware limited liability company**, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

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

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

EXECUTI	ED this	day of		, 20	14.
Grayson County	Texas, DBA	., North Texas Regiona	al Airport:		
By:					
			Ti	tle	
STATE OF TEXA		§ § 8			
BEFORE	ME, the	undersigned author			
foregoing instrume	nt and ackno	owledged to me that he east Regional Airport,	xecuted the san	ne as the act and deed of	f <u>Grayson</u>
		rein expressed, in the cap			
GIVEN UN	DER MY HA	ND AND SEAL OF OFF	ICE this day	of	_, A.D. 2014.
		Not	ary Public in and for th	ne State of Texas	

EXHIBIT "A"

This Area designates ONCOR Electric Delivery 10.00 foot wide easement

Fence Line **Grayson County** Geo. Hall Survey Abstract # 576 AIRPORT DRIVE North Texas 4281 / 64 Regional Airport See Detail "A" 80.00' +/-250.00' +/-**N WAREHOUSE** DR Existing Pad 680.00' +/-Mounted Transformer Existing Underground Oncor Electric Distribution line 10.00 ONCOR Electric 10.00 Delivery Easement Concrete transformer pad 10.00

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: Grayson County	Grantor's Signature(s):	
Volume: 4281 Page: 64 County: Grayson		
Survey: George Hall Survey Abstract # 576		
District: Texoma WR# · 2212474		

ITEM NUMBER: <u>Five</u> MEETING DATE: <u>12-11-14</u>

ITEM TITLE: Discussion of a request from the Texas Air National Guard to

conduct two training exercises at NTRA-Perrin Field

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

SUMMARY:

We have a request by the Texas Army National Guard at Camp Mabry Texas to allow them to conduct a two phased training mission at NTRA. The first phase would be conducted in the daytime and should not last longer than two hours. The second phase would be at night and would be a much longer training period.

Captain Michael Hess, will be at the Board meeting to give an overview of their request. The enclosed attachments have been provided by Captain Hess.

ATTACHMENTS (LIST)

Overview of Phase I and Phase II

ALTERNATIVES/RECOMMENDATIONS

Airport staff is seeking Board recommendations related to this request.



Overview



Phase I: This operation will be separated into two phases. Phase I will constitute a daytime version of the operation and will take place sometime between March 27-March 29, depending on airfield availability. The purpose of Phase I is to conduct the operation at a "walk pace". As many assets as possible will be encouraged to participate in Phase I to make the operation as close to an accurate rehearsal as possible.

Phase II: Phase II will be a nighttime operation and will be conducted in a tactical setting from start to finish. The operation will take place sometime between April 17-April 19 depending on airfield availability. The purpose of Phase II is to conduct the operation at a "run pace." All assets will participate in Phase II. Phase II is intended to last no more that 12 hours from start to finish.

GROUND FORCE:	AIRCRAFT REQUESTED:	OPPOSITION FORCE:	ADDITIONAL CONSIDERATIONS:
A Co: 130 Pax	2 x C17	25 x Personnel	C17 Capable Airfield
D Co: 0 Pax	2 x C130J	Small Arms	NLT Two Buildings For CQB
HHC: 100 Pax	1 x C130E	Crew Served Weapons	Local EMS
FSC: 50 Pax	1 x KC135	Weapons Simulators	Local MEDEVAC
LRS: 20 Pax	2 x F16		Nearby Hospital
Additional: 20 Pax	1 x Shadow ISR	GROUND VEHICLES:	

Runway 17L-35R

Total Personnel: 320 Pax

9,000' x 150' asphalt-concrete runway, in excellent condition with precision markings. It is strength-rated at 75,000 pounds single wheel gear loading (SWL), 100,000 pounds dual wheel gear loading (DWL), and 160,000 pounds dual tandem wheel gear loading (DTWL).

4 x HMMWVs

Runway 13-31

2,277' x 60' asphalt runway. It is strength rated at 35,000 pounds SWL, 45,000 pounds DWL, and 75,000 pounds DTWL. In fair condition, the runway is for visual flight rules (VFR) daylight use only.

Key personnel:

806-441-1480: CPT Mike Hess, 1-143 (ABN) AS3/LNO

903-786-2904 Mike Shahan, Airport Director

484-343-4040 Bill Retz, Project Manager (Retired Rear Admiral)

2 x CH47

2 x AH64

903-786-9841 Kevin Walton, Fire Chief/Marshall - Knowledge of local emergency contacts, Police and Hospitals.

Travel Time between NTRA and NAS JRB Fort Worth:

Approx. 2 hours by road, 102 Miles.

Approx. 15 minutes by air, 80 Miles, linear distance.

Travel Time between NTRA and GRAY AAF:

Approx. 4 hours by road, 234 Miles.

Approx.35 minutes by air, 200 Miles, linear distance.

Travel Time between NTRA and ABIA:

Approx. 4.5 hours by road, 280 Miles.

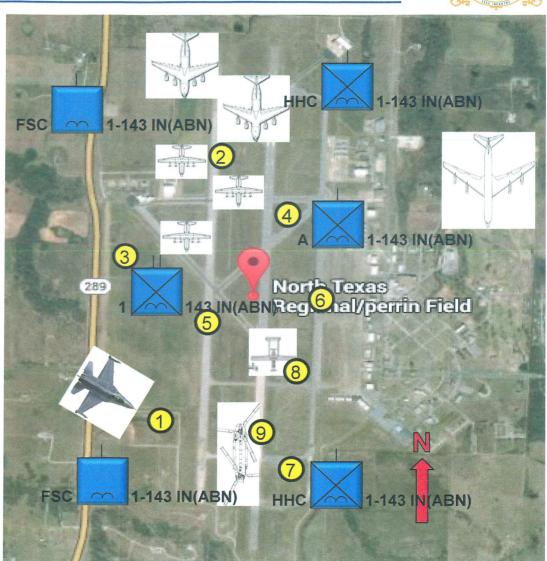
Approx. 45 minutes by air, 250Miles, linear distance.



Unnamed Operation

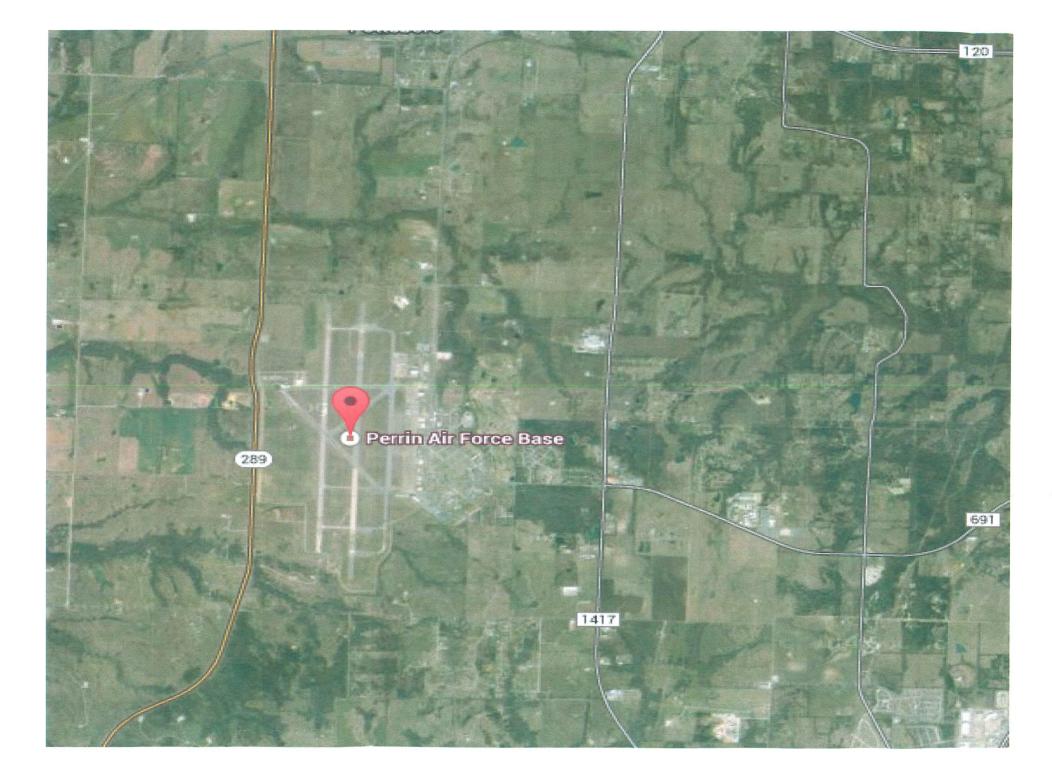


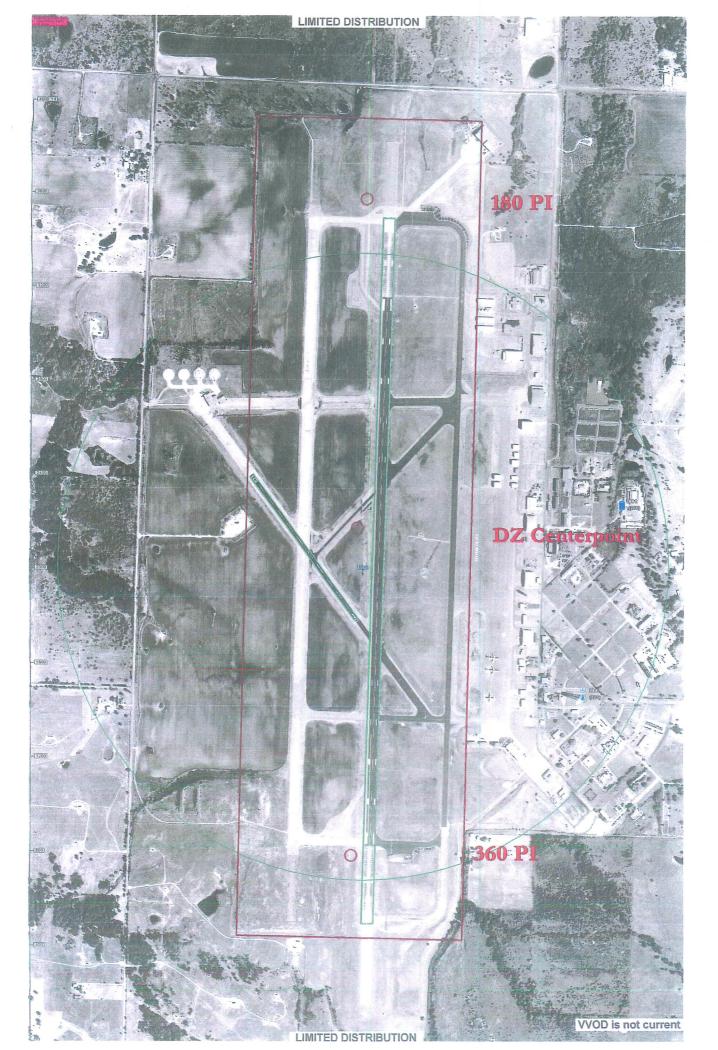
- (1) Close Air Support Check on Station
- Airborne Assault onto Perrin AF
- Airborne Assault Force establish CP and dismounted blocking positions
- 4 Assault Force moves to primary target
- Runway Clearance Team Declares the Runway Clear
- 6 Airland Option Called In
- Mounted Security Element establish security positions around airfield
- 8 Shadow Element establish launch/retrieval pad. Launch shadow drone.
- Possible follow on operation via CH47s and AH64s



AIRBORNE UNIT ASSUMES RESPONSIBILITY FOR PERSONNEL INJURY AND EQUIPMENT DAMAGE ON DZ																
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4. SURVEY APPROVAL/DISAPPROVAL DATA																
4A1. DATE SURVE 201408			4A2. TYPED NAME AND GRADE OF SURVEYOR Terry M. McMillan, TXARNG CIV CTR 4A3. PHONE NUMBER (DSN) 4A4. UNIT TXARNG G3 ABN/SOF									F				
4B. DROP ZONE APPROVAL/DISA	.PPROVA	L	FOR		DS/CRL/C	RS	PER		HE MFF		SA	тв	CRRC	HSLLAÐS	HVCDS	
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a. magnetic 356.1°			358	GRID (I	MGRS)			C. TRUE D. SOL					D. SOUF	RCE/DATE OF VA USGS 20		
8. GROUND POIN ELEVATION	!T		CDS PI 8' MSL			B. HE N/A	≣ PI	C. PE PI 748' MSL				D. HIGHEST 751' MSL				
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Perrin Field 360 DZ						
1 et ili 1 leid 300 DZ						
10. DZ DIAGRANI						
11. REMARKS						
1. Using units accept all responsibility for damage to equipment,	property, and/or injury to personnel on or around DZ.					
2. Contact for North Texas Regional Airport: ATIS 118.775, Co.	ntrol Tower 120.575/233.7, Ground Con 124.125.					
3. Using this DZ requires at least 90 days prior contact with Airpo	ort Manager to ensure all airport using agencies are advised.					
 Obstacles/Hazards on and around DZ (User should verify all per a. Drainages in between all runway & taxiways, the most severe 	pints listed and survey DZ for new hazards prior to use).					
b. Multiple buildings located both left & right of DZ centerline	10'-30' in height off surveyed edge					
c. Hanger on NE corner of airfield, a corner of this building is	within the surveyed corner, 250'wide x 250' depth, 28' tall.					
d. Normal hazards associated with an active airfield are present	including runways/taxiways, parking aprons, towers, navigational					
equipment, wind socks, runway/taxiway lights, distance rema						
e. 4' barbed wire fence surrounds the surveyed portion of the D 5. Towers, Antennas, or Aerial Cables within 5NM of DZ Center,						
	y 500+ meters off on DZ centerline, approx. 989' MSL/240' AGL.					
b. Multi-towers approximately 4.0NM @ 041° mag., 1179' MS	L / 309' AGL.					
c. Tower approximately 5.0NM @ 047° mag., 1073' MSL / 323						
 d. Multi-towers approximately 5.0NM @ 090° mag., 1185' MS e. Tower approximately 2.0NM @ 091° mag., 1031' MSL / 281 						
f. Tower approximately 5.0NM @ 110° mag., 1031 MSL / 281						
g. Tower approximately 5.0NM @ 133° mag., 1044' MSL / 275						
h. Multi-towers approximately 4.7NM @ 194° mag., 1149' MS						
6. Private Airfields within 5NM of DZ centerpoint:	0.0500					
a. McKeon Aviation (9XS4) is located approximately 2.6NM @						
b. Butler Airport (11TX) is located approximately 3.0NM @ 190° mag. CDS is restricted to Day use only, =< 3 packages, < 500 lbs per package due to damage to runways and auxiliary equipment.						
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ITEM NUMBER: <u>Six</u> MEETING DATE: <u>12-11-14</u>

ITEM TITLE: Recess for Executive Session pursuant to Chapter 551, Subchapter

D, Texas Government Code.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

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>12-11-14</u>

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

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

SUMMARY:

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS

Take action on Executive Session Item if appropriate

ITEM NUMBER: <u>Eight</u> MEETING DATE: <u>12-11-14</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: December 3, 2014

SUMMARY:

Monthly Reports:

1. Fuel Flowage Report – October/November 2014

2. ATC Operations Report – October/November 2014

Facility Upgrades:

- 1. Security Fencing between Fire Station and Hangar 201 completed
- 2. Hangar 1E Upgrades in progress
- 3. Hangar 5513, Suite 3 office installation in progress
- 4. Upcoming Airport Bid Projects Hangars 111 and 201 working on bid documents
- 5. Runway 17L Runway Protection Zone Purchase Status Report
- 6. 2015 Capital Improvement Project Status Report

GCRMA/Airport Events/News:

- 1. Lone Star Aerobatic Championships tentatively set for June 12-14, 2015. The organizers are discussing possibly moving this aerobatic event to Midway Airport this year.
- 2. U.S. National Aerobatic Championships September 19-26, 2015

ATTACHMENTS (LIST)

Fuel Flowage Report – October/November 2014 ATC Operations Report – October/November 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

Last Year's **Avgas** Jet-A Total **Total** 38,969.0 35,202.0 Oct. 2014 11,417.0 23,785.0 40,766.0 37,959.0 13,953.0 24,006.0 Nov. 2014 43,467.0 Dec. 2014 36.151.0 Jan. 2015 31,082.0 Feb. 2015 29.071.0 Mar. 2015 31,864.0 Apr. 2015 56.670.0 May. 2015 31,502.0 Jun. 2015 24,171.0 Jul. 2015 42,387.0 Aug. 2015 32,405.0 Sep. 2015 25,370.0 47,791.0 73,161.0 438,505.0 Total: 79,735.0 Last Year's To Date Gallons Received Total: -6.89% Percent Change Over Last Year by Month: -8.24% Percent Change Over Last Year:

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

	Avgas	Jet-A	Total	Last Year's		
	3			Total *		
Oct. 2014	_	-	-			
Nov. 2014	7,961.0	-	7,961.0	9,248.0		
Dec. 2014			-	6,659.1		
Jan. 2015			-	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:	7,961.0	-	7,961.0	87,136.8		
Last Year's T	9,248.0					
Percent Char	-13.92% -13.92%					
Percent Char	Percent Change Over Last Year:					

% of Avgas:	34.68%
% of Jet-A:	65.32%

% 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

			F	AA COI	NTRACT	TOWE	R - AIRI	PORT OF	PERATI	ONS CC	UNT RE	CORD		
Facilit	ty Name:	North T	exas Tow	er			Locatio	n: Deniso	on, TX			1 M	o. Yr. L O 1 4	ocation Ident. G Y I
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			IFR					VFR			7			
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03			8		8			80		80	10		10	98
04			6		6			70		70	134		134	210
05			5		5			58		58	100		100	163
06			1		1			78		78	94		94	173
07			10		10			76		76	108		108	194
08		7	13		20			42		42	118		118	180
09			20		20			42		42	48		48	110
10			8		8			33		33	32		32	73
11			12		12									12
12			10		10			46		46	116		116	172
13			7		7			1		1				8
14			9		9			50		50	40		40	99
15		3	10		13			89		89	214		214	316
16		1	6		7			75		75	118		118	200
17			5		5			94		94	220		220	319
18								91		91	150		150	241
19			2		2			65		65	242		242	309
20			7		7			103		103	192		192	302
21			6		6			89		89	182		182	277
22		1	14		15			81	2	83	134		134	232
23			14		14			56		56	176		176	246
24			10		10			106		106	178		178	294
25			8		8			97		97	188		188	293
26			1		1			67		67	78		78	146
27			10		10			61		61	66		66	137
28			9		9			53		53	180		180	242
29			13		13			81	2	83	226		226	322
30			14		14			94		94	226		226	334
31			11		11			96		96	128		128	235
otal		12	265		277			2068	4	2072	3824		3824	6173

OVERFLIGHT COUNT		ORD	RY REC	UMMAR	IGHT S	OVERFI	TOWER	NTRAC	FAA CC			
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Day AC AT GA MI Total AC AT GA MI Total		1 1 9 1 1 1		*			OVE		101101	tii TOXUO	1101	
Day AC AT GA MI Total AC AT GA MI Total 01			LIGHTS	R OVERE		T		IGHTS	R OVERF			
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	24 24 4 4	24										
		284			47							

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NORTH TEXAS REGIONAL AIRPORT Airport Traffic Record FY 2015

					ITINE	RANT						LOCAL		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	CIVIL	1411	LOCAL	Count	Ops	Ops
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				0					0			0	0	0	5,972
Dec-14	0				0					0			0	0	0	4,297
Jan-15	0				0					0			0	0	0	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	12	265	0	277	0	0	2,068	4	2,072	3,824	0	3,824	284	6,457	72,975

					OVERFLIG	HT COUN	T				
		IFR	OVERFLIG	HTS			VFR	OVERFLIC	HTS		TOTAL
Month	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	/ERFLIGHT
Oct-14	0	0	0	0	0	0	17	265	2	284	284
Nov-14					0					0	0
Dec-14					0					0	0
Jan-15					0					0	0
Feb-15					0					0	0
Mar-15		i		-	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	0	0	0	0	0	17	265	2	284	284

% Change Last \	rear/Same Time:
ltinerant	-14.95%
Local	-19.97%
Overflight	84.42%
Total	-16.08%

% Change Last	% Change Last Year by Month: Itinerant -14.95% Local -19.97% Overflight 84.42%						
ltinerant	-14.95%						
Local	-19.97%						
Overflight	84.42%						
Total	-16.08%						

Peak Day - 358 operations on Oct. 30, 2014 Slowest day - 8 operation on Oct. 13, 2014 Average daily operation for Oct: 208.3 ops

Daily Summary of Ops for Oct. 2014:	#/ Days	# / Ops	Avg.
1-99 Daily Ops	4	153	38.3
100 - 199 Daily Ops	11	1,744	158.5
200 - 299 Daily Ops	8	1,989	248.6
300 - 399 Daily Ops	8	2,571	321.4
400 - Plus Daily Ops	0	0	0.0

			F	AA CO	NTRACT	TOWE	R - AIRI	PORT OF	PERATI	ONS CC	OUNT RE	CORD			
Facili	ty Name:	North T	exas Tow	/er			Locatio	n: Denisc	on, TX				o. Yr.		ocation Ident. G Y I
					Airport (Operation	s Count				Facility Op	erating Ho	urs>	1	2 0
					ITINERAN	IT						LOCA	L		
			IFR					VFR			Takal				
Day	AC	AT	GA	MI	Total IFR Ininerant Ops	AC	AT	GA	МІ	Total VFR Itinerant Ops	Civil	Military	Total Local Ops		Total Airport Operations
01			8		8			99		99	202			02	309
02			3		3			49		49	150			50	202
03		1	6		7			31		31	114		1	14	152
04			2		2										2
05		3	17		20			36		36	78			78	134
06			11		11			91		91	126			26	228
07			17		17			153		153	268			68	438
08								70		70	146			46	216
09			5		5			105		105	176			76	286
10			7		7			23		23	20			20	50
11		7	2		9			19		19	92			92	120
12			16		16			72		72	88			88	176
13			13		13			51		51	86			86	150
14		-	7		7			75	1	76	158	2		60	243
15			3		3			23		23	106		1	06	132
16		·	4		4			1		1					5
17			5		5			58		58	158			58	221
18		4	6		10			83		83	292		2	92	385
19			16		16			108		108	212			12	336
20		3	10		13	-		88		88	188		1	88	289
21			12		12			2		2					14
22			2		2										2
23			5		5			49		49	46			46	100
24			7		7			96		96	158			58	261
25		4	4		8			62		62	106		1	06	176
26			11		11			68		68	146			46	225
27			2		2	-		20		20	24			24	46
28			5	······	5			68		68	96			96	169
29			9		9			29		29	22			22	60
30			7	******	7			35		35	74			74	116
31															
otal	i	22	222		244			1664	1	1665	3332	2	33	34	5243

Facilit	y Name				Ι.	OVERFL				Mo.	Yr.	Loc Ident.
raciii		th Texas	Tower			ocation: Denison	TX		1 1	1 4	G Y I	
	1101	tii Texuo	101101		OVE	RFLIGHT C				<u> </u>		
		IE	R OVERF	LIGHTS	OVL	LIGHT		FR OVERFL	IGHTS		-	
			K OVEKE	LIGHTS		-	<u></u>	OVERIL	101113	T .		Total
Day	AC	AT	GA	МІ	Total	AC	AT	GA	MI	To	tal	Overflights
01								20		-	20	20
02								18			18	18
03								10			10	10
04												
05								2			2	2
06								8			8	8
07								16			16	16
80								4			4	4
09								24			24	24
10			_					10			10	10
11								6			6	6
12							4	2			6	6
13								2			2	2
14								8			8	8
15								2			2	2
16												
17								14			14	14
18								8			8	8
19							2	4			6	6
20								4			4	4
21								2		<u> </u>	2	2
22												
23								4		 	4	4
24								8 18			8 20	8 20
25							2		· -			24
26				İ				24			24	24
27								40			12	12
28								12			4	1 <u>2</u> 4
29 30								18			18	18
30								18		 	16	10
otal					-		8	252			260	260

NORTH TEXAS REGIONAL AIRPORT Airport Traffic Record FY 2015

					ITINE	RANT					LO	OCAL		IFR/VFR	FY 2015	FY 2014
			IFR			VFR		CIVII	CIVIL MI TOTA			Airport	Airport			
Month	AC	AT	GA	MI	TOTAL	AC	AT	GA	MI	TOTAL	CIVIL	1411	LOCAL	Count	Ops	Ops
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				0					0			0	0	0	4,297
Jan-15	0				0					0			0	0	0	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	<u>0</u>				0					<u>0</u>			<u>0</u>	0	0	12,072
Total	0	34	487	0	521	0	0	3,732	5	3,737	7,156	2	7,158	544	11,960	72,975

OVERFLIGHT COUNT												
	IFR OVERFLIGHTS					VFR OVERFLIGHTS					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	0	
Jan-15					0					0	0	
Feb-15					0					0	0	
Mar-15					0				1	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					<u>0</u>	<u>0</u>	
Total	0	0	0	0	0	0	25	517	2	544	544	

% Change Last Year/Same Time:					
Itinerant	-20.07%				
Local	-10.49%				
Overflight	59.06%				
Total	-12.48%				

% Change Last Year by Month:				
Itinerant	-25.58%			
Local	3.57%			
Overflight	38.30%			
Total	-7.85%			

Daily Summary of Ops for Nov. 2014:	#/ Days	#/Ops	Avg.
1-99 Daily Ops	7	195	27.9
100 - 199 Daily Ops	10	1,507	150.7
200 - 299 Daily Ops	8	1,973	246.6
300 - 399 Daily Ops	4	1,374	343.5
400 - Plus Daily Ops	1	454	454.0

Peak Day - 454 operations on Nov. 7, 2014 Slowest day - 2 operations on Nov. 4 & 22, 2014 Average daily operation for Nov.: 183.4 ops

ITEM NUMBER: <u>Nine</u> MEETING DATE: <u>12-11-14</u>

ITEM TITLE: Public Comment.

SUBMITTED BY: Mike Shahan, Director

DATE SUBMITTED: December 3, 2014

SUMMARY:

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

ATTACHMENTS (LIST)

ALTERNATIVES/RECOMMENDATIONS: