

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

Regular Meeting

Wednesday, September 22, 2021 at 8:30 AM

Happy State Bank Expo Center

Hill Country Youth Event Center

3785 Highway 27

Kerrville, Texas 78028

MEMBERS PRESENT:

Mark Mosier, President

Stephen Schmerbeck , Vice President

Trey Atkission

Scott Schellhase

AIRPORT BOARD STAFF PRESENT:

Mary Rohrer, Airport Manager

Carole Dungan, Executive Assistant

VISITORS:

Councilperson Judy Eychner

Councilperson Roman Garcia via Zoom

Scott Loveland Assistant Public Works Dept. via Zoom

Kim Meismer, Executive Director of General Operations

Commissioner Beck Gipson, Precinct 2

Tanya Shelton, County Auditor

James Robles, County Auditor Department

Robert Hamm, Newsletter Editor via Zoom

Stan Kubenka, Visitor

I-N-D-E-X

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	2. Airport Race Wars on October 23, 2021	
5.	<u>ADJOURNMENT</u>	

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this event. Please contact the Kerr County Commissioner's Court at 830-792-2211 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the Kerr County Courthouse, Kerrville, Texas, and said notice was posted on the following date and time: _____ at _____ and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Deputy County Clerk, Kerr County, Texas

CALL TO ORDER

1. VISTORS FORUM:

None

2. KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD MEMBER FORUM:

Mark Mosier, President of the Joint Airport wanted to mention to the Board that the Board needs to revisit the T-Hangar Lease and include wording about tenants maintaining their planes in a airworthy condition and that they are flying and also that tenants be allow to assembly their home built planes that are within 6 months of completion.

He informed the Board and those present that he has asked Scott Schellhase to be the Airport Representative on the newly form Aggregate Committee.

He then introduced our new County Commissioner Mr. Beck Gibson who will serve out the term of Commissioner Tom Mosier.

3. CONSENT AGENDA

3 A. The Board approved the minutes for the August 25, 2021 meeting with a vote of 4-0. (See Exhibit 3A)

4. DISCUSSION AND POSSIBLE ACTION

4A. James Robles review the financials for August with the board. The board vote 4-0 to accept the financial reports. (See Exhibit 4 A).

4B Joe Kennedy was not able to attend the meeting. Mary Rohrer advised that he would be sending out a report later in the week. NO action needed

4C. Due to the date of the Board Meeting falling so close to the Thanksgiving and Christmas Holidays it was voted 4-0 that the November Meeting to be moved to November 17th and the December Meeting be moved to December 15th.

4D. 1. Mary Rohrer gave an update to the Board on the progress of repairing the hangar doors of the Brinkman Hangar. Onsite work is to start on October 4, and all of the tenants will be moved out of the hangar to another location on October 3rd. (See Exhibit 4D 1)

2. Mary then gave an update on the Winter Storm damage repairs. She explained that most of the repairs have been completed. The Flight Planning area renovation will include the Men's and Women's restrooms and Kerrville Aviation. The cost is a little under \$40,000 and she asked the Board that she be approved to sign a contract for that amount. A motion was made and seconded and the passed with a vote of 4-0. (See Exhibit 4 D 2)

4E. 1. Mary Rohrer gave an update on the progress of the TxDOT Row hangars (See Agenda Item 4F1 - 3). The estimated cost of the project has increased. She asked that a committee be put together to review the situation and to make recommendations to the Board at the October Meeting as to what the next steps should be. Mark Mosier asked Stephen Schmerbeck and John Major to work with Mary on this committee. (See Exhibit 4E 1).

2. Mary Rohrer talked about the need to find another way to have the waivers for the Race Wars be completed as the way it was done last year was too time consuming. One suggestion was to have more than one person be able to sign the same waiver. This was not recommended by our attorney on his review of the document. The Board will continue to work toward a better solution. (See Exhibit 4 2), Mary requested the approval of the Board for her to be able to sign the user's agreement on behalf of the Board. Motion was made and passed 4- 0.

5. A motion was made to adjourn and the meeting adjourned at 9:24 A.M with a vote of 4-0.

AGENDA
REGULAR MEETING OF THE
KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD
SEPTEMBER 22, 2021 8:30 A.M.
HAPPY STATE BANK EXPO HALL
HILL COUNTRY YOUTH EVENT CENTER
KERRVILLE, TEXAS 78028

CALL TO ORDER

To join the meeting via ZOOM (Audio Only)

<https://zoom.us/j/97357778420?pwd=NWRCDjhkeDFkbHFRHJsZGFGMkN5Zz09>

Meeting ID: 973 5777 8420 and passcode: 688754

Or Dial in number 13462487799

Please Mute your microphone once you join.

1. VISITORS FORUM:

At this time, any person with business not scheduled on the agenda may speak with the airport board. No deliberation or action can be taken on these items because the Open Meetings Act requires an item be posted on an agenda 72 hours before the meeting. Visitors are asked to limit presentations to three minutes.

2. KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD MEMBER FORUM

At this time, any member(s) of the Kerrville – Kerr County Joint Airport Board may speak to the Board and/or public present on any matter not scheduled on the agenda. (No deliberate or formal action can be taken on these items because the Open Meetings Act requires an item that requires formal action to be posted on the agenda 72 hours before the meeting. If formal action is required, the item will be placed on an agenda for a future meeting.)

3. CONSENT AGENDA

All items listed below within the consent agenda are considered routine by the Board and will be enacted with one motion. There will not be separate discussion of items unless a Board Member or citizen so request, in which event the item will be removed from the general order of business and considered in its normal sequence.

3 A. Approval of August 25, 2021 Board Meeting Minutes

4. DISCUSSION AND POSSIBLE ACTION

4A. Monthly Financials, August - James Robles

4B. Monthly Update for Kerrville Aviation – Joe Kennedy

4C. Date change for November and December Board Meetings

1. Change date of November Board meeting from November 24, 2021 to November 17, 2021
2. Change date of December Board Meeting from December 22, 2021 to December 15, 2021.

4D. Update on Property Insurance Claims – Mary Rohrer

1. Brinkman Doors – 2020 Wind Claim
2. Terminal Building – 2021 Snow Storm

4E. General Airport Updates – Mary Rohrer

1. TxDOT Projects
2. Airport Race Wars on October 23, 2021

5 ADJOURNMENT

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Deputy County Clerk, Kerr County, Texas

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

Regular Meeting

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Mark Mosier, President

Stephen Schmerbeck , Vice President

Trey Atkission

Scott Schellhase

John Major via phone

AIRPORT BOARD STAFF PRESENT:

Mary Rohrer, Airport Manager

Carole Dungan, Executive Assistant

VISITORS:

Councilperson Judy Eychner

Councilperson Roman Garcia

Stuart Barron, Director of Public Works, Kerrville

Tanya Shelton, County Auditor

James Robles, County Auditor Department

Joe Kennedy, Kerrville Aviation

Robert Hamm, Newsletter Editor

Tom Mosier, Visitor

Stan Kubenka, Visitor

I-N-D-E-X

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2.	KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD MEMBER FORUM	3
3.	CONSENT AGENDA	3
	3 A. Approval of the Board Minutes for July 28, 2021 Meeting Minutes	3
4.	DISCUSSION AND POSSIBLE ACTION	
	4A. Monthly Financials, July 2021– James Robles	3
	4B. Monthly Update for Kerrville Aviation – Joe Kennedy	3
	4C. Approve Airport Budget FY 2022 Version G	3
	4D. Approve FY 2021 Fund Balance Commitment for Brinkman Door Repairs	3
	4E. Approve TxDOT Application Flyin' Diesel Airport Race on October 23, 2021	3
	4F. General Airport Update – Mary Rohrer	
	1. TxDOT Projects	
	a. Row Hangar Update	
	b. Timing of Statewide pavement Program	
	2. Administrative Tasks	3
	a. Planning Proposal from Kimley Horn	
	b. Leasing	
5.	<u>ADJOURNMENT</u>	

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Deputy County Clerk, Kerr County, Texas

CALL TO ORDER

1. VISTORS FORUM:

None

2. KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD MEMBER FORUM:

Mark Mosier, President of the Joint Airport thanked Joe Kennedy for getting high speed internet in the Terminal Building for all tenants and customers to use free of charge.

3. CONSENT AGENDA

3 A. The Board approved the minutes for the July 28, 2021 meeting with a vote of 3-0. (See Exhibit 3A)

4. DISCUSSION AND POSSIBLE ACTION

4D. At this point an agenda adjustment was made for Airport Board Member John Major who was attending the meeting via phone. He presented a Resolution to move money from the Airport Fund Balance for the repairs of the hangar doors on the Brinkman Hangar. A motion was made and seconded that we accept this resolution. The Board approved the resolution with a vote of 3-0. (See Exhibit 4D)

4A. James Robles review the financials for June with the board. The board vote 3-0 to accept the financial reports. (See Exhibit 4 A).

4B. Joe Kennedy gave an update on the status of Kerrville Aviation. No action needed

4C. Mary Rohrer explained to the Board that after the Board had approved the Airport's Budget to FY 2022 it was brought to her attention by Human Resources that there will be 27 pay period in FY 2022. This would require addition allocation of funds for payroll. She explained how much and that the budget has been revised to allocate that amount to payroll and the Budget is again balanced. (See Exhibits 4C 1-5)

4E. Mary Rohrer advised that the application for the Airport Race Wars has been revised by TxDOT (See Exhibit 4E 1-11) which requires additional information which she had completed. She asked the Board to approve her as the Sponsor and she will then present it to the City Council and County Commissioners for their approval. A motion was made and seconded and the motion passed with a vote of 3-0.

4F. 1 Mary Rohrer gave an update on the progress of the TxDOT Row hangars (See Agenda Item 4F1 - 3). The estimated cost of the project has increased. And once the project has passed TxDOT's internal check list it will be ready to go out for bid. No action needed. She also explained that the funding for the Statewide Pavement Program would not be available until Spring of 2022. (See 4F1 - 2) No action needed.

4F. 2 Mary Rohrer that she has contacted Kimley Horn for a proposal to work of Phases 1 and 2 of a 4 phase project to prepare and facilitate a new Airport Planning Program.

5. A motion was made to adjourn and the meeting adjourned at 9:32 A.M with a vote of 4-0.

Kerrville-Kerr County Airport Financial Statements

KERRVILLE AIRPORT



For the Month of August, 2021

BALANCE SHEET

AS OF: AUGUST 31ST, 2021

47 -Airport

ACCOUNT# TITLE

ASSETS

47-103-100 NOW ACCOUNT	798,331.67	
47-103-255 ACCOUNTS RECEIVABLE	5,986.23	
47-103-325 PARKING LOT LEASE RECEIVABLE	31.25	
47-103-360 TERMINAL LEASES RECEIVABLE	31.17	
47-103-605 STORAGE LEASE RECEIVABLE	55.00	
47-103-800 PREPAID INSURANCE	<u>10,592.25</u>	
	<u>815,027.57</u>	
TOTAL ASSETS		<u>815,027.57</u>

LIABILITIES

47-202-001 UNEARNED REV BRINKMAN HANGER	1,062.93	
47-202-003 UNEARNED REV T-HANGERS	6,575.00	
47-202-025 UNEARNED PARKING LOT LEASES	656.25	
47-202-050 UNEARNED REV LAND LEASES	7,981.59	
47-202-060 UNEARNED REV TERMINAL LEASE	147.66	
47-202-080 UNEARNED INSURANCE PROCEEDS	133,693.59	
47-202-100 ACCRUED COMPENSATION	5,270.38	
47-202-114 1994 BUILDING DEPOSITS	5,000.00	
47-202-115 TERMINAL DEPOSITS	1,265.00	
47-202-116 T-HANGER DEPOSITS	5,100.00	
47-202-118 BRINKMAN DEPOSIT	8,085.00	
47-207-090 DUE TO PAYROLL FUND	190.21	
47-207-201 DUE TO FICA	555.88	
47-207-203 DUE TO RETIREMENT	510.35	
47-207-204 DUE TO FED W/H	664.74	
47-207-505 DUE TO MUTUAL OF OMAHA VA	16.96	
47-207-511 DUE TO MASA EMERGENT	16.20	
47-207-514 VISION	7.34	
47-207-521 SHORT TERM DISAB MUT. OF OMAHA	5.14	
47-207-522 LONG-TERM DISAB MUT. OF OMAHA	<u>53.56</u>	
TOTAL LIABILITIES		<u>176,857.78</u>

EQUITY

47-271-000 UNRESERVED FUND BALANCE	210,277.40	
47-271-110 COMMITTED 1815 DOOR REPAIRS	<u>382,271.00</u>	
TOTAL BEGINNING EQUITY	592,548.40	
TOTAL REVENUE	623,133.67	
TOTAL EXPENSES	<u>577,512.28</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES	45,621.39	

TOTAL EQUITY & REV. OVER/(UNDER) EXP. 638,169.79

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. 815,027.57

KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: AUGUST 31ST, 2021

47 -Airport

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>INTERGOVERNMENTAL REV.</u>							
47-300-604 CARES ACT GRANT	0	69,000	0.00	69,000.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL REV.	0	69,000	0.00	69,000.00	0.00	0.00	0.00
<u>LEASE/RENTAL INCOME</u>							
47-325-350 LAND ONLY LEASES	40,200	40,200	610.67	37,059.95	174,141.30	3,140.05	7.81
47-325-360 TERMINAL LEASES	13,000	13,000	2,103.83	16,348.17	14,475.69 (	3,348.17)	25.76-
47-325-402 LAND & STRUCTURE LEASES	142,000	142,000	11,831.68	130,167.72	0.00	11,832.28	8.33
47-325-601 BRINKMAN HANGER & OFFICE LE	97,000	97,000	7,261.88	93,941.55	91,344.62	3,058.45	3.15
47-325-603 T-HANGAR LEASE	126,000	126,000	925.00	117,500.00	122,063.83	8,500.00	6.75
47-325-604 VEHICLE RENT SURCHARGE	3,000	3,000	470.58	3,377.68	2,309.03 (	377.68)	12.59-
47-325-605 STORAGE RENTAL	1,300	1,300	111.00	1,705.00	2,430.00 (	405.00)	31.15-
47-325-625 PARKING LOT LEASES	5,000	5,000 (	625.00)	2,792.50	4,708.00	2,207.50	44.15
TOTAL LEASE/RENTAL INCOME	427,500	427,500	22,689.64	402,892.57	411,472.47	24,607.43	5.76
<u>FUEL SALES-AVIATION</u>							
47-350-601 FUEL FLOW FEES	20,000	20,000	4,275.72	37,799.55	32,143.68 (	17,799.55)	89.00-
TOTAL FUEL SALES-AVIATION	20,000	20,000	4,275.72	37,799.55	32,143.68 (	17,799.55)	89.00-
<u>PROCEEDS</u>							
47-370-975 INSURANCE PROCEEDS	0	247,108	14,623.92	113,414.14	0.00	133,693.59	54.10
47-370-980 APPROPRIATED FUND BALANCE	0	400,000	0.00	0.00	0.00	400,000.00	100.00
TOTAL PROCEEDS	0	647,108	14,623.92	113,414.14	0.00	533,693.59	82.47
<u>MISCELLANEOUS</u>							
<u>INTEREST INCOME</u>							
47-380-601 INTEREST INCOME	0	0	3.87	27.41	285.09 (	27.41)	0.00
TOTAL INTEREST INCOME	0	0	3.87	27.41	285.09 (	27.41)	0.00
<u>TOTAL REVENUES</u>							
TOTAL REVENUES	447,500	1,163,608	41,593.15	623,133.67	443,901.24	540,474.06	46.45

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL

AS OF: AUGUST 31ST, 2021

47 -Airport

SALARIES & BENEFITS

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ENCUMBERED	PRIOR YEAR YEAR TO DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
47-700-101 Airport Manager	88,400	88,735	7,480.00	81,253.13	0.00	77,111.40	7,481.87	8.43
47-700-102 EXECUTIVE ASSISTANT PART TI	31,162	31,292	2,637.18	28,651.08	0.00	25,825.10	2,640.92	8.44
47-700-104 Airport Maintenance Staff	38,400	38,765	3,249.22	35,514.37	0.00	33,749.53	3,250.63	8.39
47-700-201 FICA	12,113	12,113	926.46	10,534.58	0.00	10,424.08	1,578.42	13.03
47-700-202 GROUP INSURANCE	24,000	23,295	2,037.78	21,057.06	0.00	15,209.92	2,237.94	9.61
47-700-203 RETIREMENT	21,234	21,234	1,628.28	18,767.90	0.00	18,121.95	2,466.10	11.61
47-700-204 WORKMAN'S COMP	1,300	2,005	0.00	1,460.00	545.00	928.00	0.00	0.00
47-700-206 BASIC LIFE	<u>200</u>	<u>200</u>	<u>15.66</u>	<u>161.82</u>	<u>0.00</u>	<u>114.84</u>	<u>38.18</u>	<u>19.09</u>
TOTAL SALARIES & BENEFITS	216,809	217,639	17,974.58	197,399.94	545.00	181,484.82	19,694.06	90.95

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL

AS OF: AUGUST 31ST, 2021

47 -Airport

AIRPORT

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ENCUMBERED	PRIOR YEAR YEAR TO DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
47-800-008 PROF. DVMT/TRAINING	4,000	4,000	307.80	1,255.35	220.80	3,246.73	2,523.85	63.10
47-800-101 OFFICE SUPPLIES	2,700	2,700	46.09	1,572.06	320.01	2,393.37	807.93	29.92
47-800-102 SMALL TOOLS & EQUIP	2,000	2,300	424.82	1,514.66	645.39	1,427.82	139.95	6.08
47-800-104 FUEL & OIL SUPPLIES	3,000	2,700	229.61	1,284.69	0.00	1,623.31	1,415.31	52.42
47-800-106 JANITORIAL SERVICES	6,000	6,000	456.82	5,805.85	118.94	4,747.14	75.21	1.25
47-800-110 LANDSCAPING	8,000	8,000	1,670.88	7,374.37	0.00	3,250.00	625.63	7.82
47-800-112 WEARING APPAREL	1,000	1,000	12.30	351.11	161.19	499.20	487.70	48.77
47-800-200 LAND MAINT/MOWING CONTRACT	37,500	37,500	7,500.00	30,000.00	0.00	30,000.00	7,500.00	20.00
47-800-201 BUILDING & STRUCTURES REPAIR	35,000	104,000	27,516.64	81,839.16	3,115.06	0.00	19,045.78	18.31
47-800-202 BUILDING & STRUCTURE MAINT.	9,000	9,000	154.78	3,471.01	0.00	21,593.19	5,528.99	61.43
47-800-203 VEHICLE MAINTENANCE	2,500	2,000	324.46	1,779.20	0.00	2,500.00	220.80	11.04
47-800-205 AIRSIDE MAINTENANCE	5,000	4,500	0.00	3,484.15	0.00	5,073.33	1,015.85	22.57
47-800-215 2020 WIND DAMAGE REPAIRS IN	0	199,636	8,637.69	65,942.45	5,357.73	150,654.88	128,335.86	64.28
47-800-220 1815 HANGER DOOR REPAIR A.P	0	400,000	8,697.87	49,892.33	0.00	0.00	350,107.67	87.53
47-800-225 2021 WINTER STORM REPAIRS	0	47,472	9,250.00	38,440.23	7,460.18	0.00	1,571.28	3.31
47-800-302 PROPERTY INSURANCE	15,000	15,000	0.00	12,659.00	0.00	11,574.00	2,341.00	15.61
47-800-303 LIABILITY INSURANCE	1,000	1,000	0.00	634.00	0.00	646.00	366.00	36.60
47-800-305 EQUIPMENT RENTAL	2,500	2,500	156.52	1,562.88	0.00	2,254.69	937.12	37.48
47-800-307 MARKETING	10,000	7,170	0.00	429.69	0.00	76.08	6,740.31	94.01
47-800-311 LEGAL SERVICES	6,000	6,000	0.00	925.00	0.00	4,375.00	5,075.00	84.58
47-800-312 PROFESSIONAL SERVICES	15,000	15,000	0.00	11,132.57	285.00	16,579.83	3,582.43	23.88
47-800-401 Phone Service - Cell	1,500	1,500	164.82	1,090.40	56.58	1,143.95	353.02	23.53
47-800-404 WATER & SEWER	2,200	3,700	0.00	3,169.30	0.00	1,503.66	530.70	14.34
47-800-406 LIGHT AND POWER	15,000	20,116	2,023.79	15,644.40	0.00	15,991.71	4,471.60	22.23
47-800-503 DUES AND SUBSCRIPTION	1,000	1,000	0.00	375.00	0.00	537.50	625.00	62.50
47-800-508 RESERVE FOR CAPITAL	25,000	25,000	565.00	24,776.99	0.00	0.00	223.01	0.89
47-800-512 CONTINGENCY	3,791	675	0.00	674.05	0.00	5,551.03	0.95	0.14
TOTAL AIRPORT	213,691	929,469	68,139.89	367,079.90	17,740.88	287,242.42	544,647.95	41.40

STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL

AS OF: AUGUST 31ST, 2021

47 -Airport

TERMINAL

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ENCUMBERED	PRIOR YEAR YEAR TO DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
47-801-300 FIRE ALARM MONITORING	1,000	3,758	0.00	3,758.00	0.00	997.70	0.00	0.00
47-801-301 LIGHT & POWER	9,000	7,242	744.28	5,261.51	0.00	7,075.02	1,980.49	27.35
47-801-302 PROPANE GAS	4,000	2,500	0.00	2,316.42	0.00	2,161.56	183.58	7.34
47-801-303 WATER & SEWER	3,000	3,000	0.00	1,696.51	0.00	2,106.23	1,303.49	43.45
TOTAL TERMINAL	17,000	16,500	744.28	13,032.44	0.00	12,340.51	3,467.56	78.98
TOTAL EXPENDITURES	447,500	1,163,608	86,858.75	577,512.28	18,285.88	481,067.75	567,809.57	51.20

9-17-2021 09:11 AM

KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF EXPENDITURES BY FUNCTION
INCLUDING ENCUMBRANCES
AS OF: AUGUST 31ST, 2021

PAGE: 6

47 -Airport

SALARIES & BENEFITS

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP. + ENCUMB.	PRIOR YEAR YEAR-TO-DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
<u>SALARIES AND BENEFITS</u>							
47-700-101 Airport Manager	88,400	88,735	7,480.00	81,253.13	77,111.40	7,481.87	8.43
47-700-102 EXECUTIVE ASSISTANT PART TI	31,162	31,292	2,637.16	28,651.08	25,825.10	2,640.92	8.44
47-700-104 Airport Maintenance Staff	38,400	38,765	3,249.22	35,514.37	33,749.53	3,250.63	8.39
47-700-201 FICA	12,113	12,113	926.46	10,534.58	10,424.08	1,578.42	13.03
47-700-202 GROUP INSURANCE	24,000	23,295	2,037.78	21,057.06	15,209.92	2,237.94	9.61
47-700-203 RETIREMENT	21,234	21,234	1,628.28	18,767.90	18,121.95	2,456.10	11.61
47-700-204 WORKMAN'S COMP	1,300	2,005	0.00	2,005.00	928.00	0.00	0.00
47-700-206 BASIC LIFE	200	200	15.66	161.82	114.84	38.18	19.09
TOTAL SALARIES AND BENEFITS	216,809	217,639	17,974.58	197,944.94	181,484.82	19,694.06	9.05
TOTAL SALARIES & BENEFITS	216,809	217,639	17,974.58	197,944.94	181,484.82	19,694.06	9.05

KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF EXPENDITURES BY FUNCTION
INCLUDING ENCUMBRANCES
AS OF: AUGUST 31ST, 2021

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47 -Airport

AIRPORT

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	UNENCUMB. BALANCE	BUDGET REMAINING
PERSONNEL							
47-800-008 PROF. DWT/TRAINING	4,000	4,000	307.80	1,476.15	3,246.73	2,523.85	63.10
TOTAL PERSONNEL	4,000	4,000	307.80	1,476.15	3,246.73	2,523.85	63.10
SUPPLIES							
47-800-101 OFFICE SUPPLIES	2,700	2,700	46.09	1,892.07	2,393.37	807.93	29.92
47-800-102 SMALL TOOLS & EQUIP	2,000	2,300	424.82	2,160.05	1,427.82	139.95	6.08
47-800-104 FUEL & OIL SUPPLIES	3,000	2,700	229.61	1,284.69	1,623.31	1,415.31	52.42
47-800-106 JANITORIAL SERVICES	6,000	6,000	456.82	5,924.79	4,747.14	75.21	1.25
47-800-110 LANDSCAPING	8,000	8,000	1,670.88	7,374.37	3,250.00	625.63	7.82
47-800-112 WEARING APPAREL	1,000	1,000	12.30	512.30	499.20	487.70	48.77
TOTAL SUPPLIES	22,700	22,700	2,840.52	19,148.27	13,940.84	3,551.73	15.65
MAINTENANCE							
47-800-200 LAND MAINT/MOWING CONTRACT	37,500	37,500	7,500.00	30,000.00	30,000.00	7,500.00	20.00
47-800-201 BUILDING & STRUCTURES REPAIR	35,000	104,000	27,516.64	84,954.22	0.00	19,045.78	18.31
47-800-202 BUILDING & STRUCTURE MAINT.	9,000	9,000	154.78	3,471.01	21,593.19	5,528.99	61.43
47-800-203 VEHICLE MAINTENANCE	2,500	2,000	324.46	1,779.20	2,500.00	220.80	11.04
47-800-205 AIRSIDE MAINTENANCE	5,000	4,500	0.00	3,484.15	5,073.33	1,015.85	22.57
47-800-215 2020 WIND DAMAGE REPAIRS IN	0	199,636	8,637.69	71,300.18	150,654.88	128,335.86	64.28
47-800-220 1815 HANGER DOOR REPAIR A.P	0	400,000	8,697.87	49,892.33	0.00	350,107.67	87.53
47-800-225 2021 WINTER STORM REPAIRS	0	47,472	9,250.00	45,900.41	0.00	1,571.28	3.31
TOTAL MAINTENANCE	89,000	604,108	62,081.44	290,781.50	209,821.40	513,326.23	63.84
PROFESSIONAL SERVICES							
47-800-302 PROPERTY INSURANCE	15,000	15,000	0.00	12,659.00	11,574.00	2,341.00	15.61
47-800-303 LIABILITY INSURANCE	1,000	1,000	0.00	634.00	646.00	366.00	36.60
47-800-305 EQUIPMENT RENTAL	2,500	2,500	156.52	1,562.88	2,254.69	937.12	37.48
47-800-307 MARKETING	10,000	7,170	0.00	429.69	76.08	6,740.31	94.01
47-800-311 LEGAL SERVICES	6,000	6,000	0.00	925.00	4,375.00	5,075.00	84.58
47-800-312 PROFESSIONAL SERVICES	15,000	15,000	0.00	11,417.57	16,579.83	3,582.43	23.88
TOTAL PROFESSIONAL SERVICES	49,500	46,670	156.52	27,628.14	35,505.60	19,041.86	40.80
UTILITIES							
47-800-401 Phone Service - Cell	1,500	1,500	164.82	1,146.98	1,143.95	353.02	23.53
47-800-404 WATER & SEWER	2,200	3,700	0.00	3,169.30	1,503.66	530.70	14.34
47-800-406 LIGHT AND POWER	15,000	20,116	2,023.79	15,644.40	15,991.71	4,471.60	22.23
47-800-503 DUES AND SUBSCRIPTION	1,000	1,000	0.00	375.00	537.50	625.00	62.50
TOTAL UTILITIES	19,700	26,316	2,188.61	20,335.68	19,176.82	5,980.32	22.73
CAPITAL							
47-800-508 RESERVE FOR CAPITAL	25,000	25,000	565.00	24,776.99	0.00	223.01	0.89
TOTAL CAPITAL	25,000	25,000	565.00	24,776.99	0.00	223.01	0.89

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KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF EXPENDITURES BY FUNCTION
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47 -Airport
AIRPORT

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE EXP.+ ENCUMB.	PRIOR YEAR YEAR-TO-DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
<u>CONTINGENCY</u>							
47-800-512 CONTINGENCY	3,791	675	0.00	674.05	5,551.03	0.95	0.14
TOTAL CONTINGENCY	3,791	675	0.00	674.05	5,551.03	0.95	0.14
<hr/>							
TOTAL AIRPORT	213,691	929,469	68,139.89	384,820.78	287,242.42	544,647.95	58.60

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KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF EXPENDITURES BY FUNCTION
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AS OF: AUGUST 31ST, 2021

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47 -Airport
TERMINAL

EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YFAR-TO-DATE EXP. + ENCUMB.	PRIOR YEAR YEAR-TO-DATE	ENCUMBR BALANCE	% BUDGET REMAINING
<u>UTILITIES</u>							
47-801-300 FIRE ALARM MONITORING	1,000	3,758	0.00	3,758.00	997.70	0.00	0.00
47-801-301 LIGHT & POWER	9,000	7,242	744.28	5,261.51	7,075.02	1,980.49	27.35
47-801-302 PROPANE GAS	4,000	2,500	0.00	2,316.42	2,161.56	182.58	7.34
47-801-303 WATER & SEWER	<u>3,000</u>	<u>3,000</u>	<u>0.00</u>	<u>1,696.51</u>	<u>2,106.23</u>	<u>1,303.49</u>	<u>43.45</u>
TOTAL UTILITIES	17,000	16,500	744.28	13,032.44	12,340.51	3,467.56	21.02
TOTAL TERMINAL	17,000	16,500	744.28	13,032.44	12,340.51	3,467.56	21.02
TOTAL EXPENDITURES	447,500	1,163,608	86,858.75	595,798.16	481,067.75	567,809.57	48.80

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KERRVILLE-KERR COUNTY AIRPORT

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BALANCE SHEET

AS OF: AUGUST 31ST, 2021

48 -AIRPORT CAPITAL

ACCOUNT# TITLE

ASSETS

48-103-100 NOW ACCOUNT	<u>16,711.58</u>	
		<u>16,711.58</u>
TOTAL ASSETS		16,711.58

LIABILITIES

EQUITY

48-271-000 UNRESERVED FUND BALANCE	<u>39,771.81</u>	
TOTAL BEGINNING EQUITY	39,771.81	
TOTAL REVENUE	166,834.90	
TOTAL EXPENSES	<u>191,895.13</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES	(23,060.23)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>16,711.58</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		16,711.58

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KERRVILLE-KERR COUNTY AIRPORT
STATEMENT OF REVENUES - BUDGET VS. ACTUAL
AS OF: AUGUST 31ST, 2021

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48 -AIRPORT CAPITAL

REVENUES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY REVENUE	YEAR-TO-DATE REVENUE	PRIOR YEAR YEAR-TO-DATE	BUDGET REMAINING	% BUDGET REMAINING
<u>REIMBURSEMENTS</u>							
48-350-100 RAMP GRANT TX DOT MATCH	50,000	50,000	6,702.87	49,729.87	22,032.86	270.13	0.54
TOTAL REIMBURSEMENTS	50,000	50,000	6,702.87	49,729.87	22,032.86	270.13	0.54
<u>INTERGOVERNMENTAL REV</u>							
48-351-100 KERR COUNTY RAMP GRANT MATC	25,000	25,000	0.00	25,000.00	25,000.00	0.00	0.00
48-351-101 CITY RAMP GRANT MATCH	25,000	25,000	0.00	25,000.00	25,000.00	0.00	0.00
48-351-102 KERR COUNTY PROJECT MATCH	0	510,058	0.00	34,552.20	0.00	475,505.80	93.23
48-351-103 KERRVILLE CITY PROJECT MATC	510,058	510,058	0.00	34,552.20	12,542.00	475,505.80	93.23
TOTAL INTERGOVERNMENTAL REV	560,058	1,070,116	0.00	119,104.40	62,542.00	951,011.60	88.87
<u>MISCELLANEOUS</u>							
<u>GRANT REVENUE</u>							
<u>OTHER REVENUE</u>							
48-360-100 INTEREST EARNINGS	0	0	0.06	0.63	30.87 (0.63)	0.00	0.00
TOTAL OTHER REVENUE	0	0	0.06	0.63	30.87 (0.63)	0.00	0.00
<u>TRANSFERS IN</u>							
48-390-610 TRANSFER IN	510,058	0	0.00	0.00	12,542.00	0.00	0.00
TOTAL TRANSFERS IN	510,058	0	0.00	0.00	12,542.00	0.00	0.00
TOTAL REVENUES	1,120,116	1,120,116	6,702.93	168,834.90	97,147.73	951,281.10	84.93

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KERR COUNTY, TEXAS

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STATEMENT OF EXPENDITURES - BUDGET vs ACTUAL

AS OF: AUGUST 31ST, 2021

48 -AIRPORT CAPITAL

Capital Outlay

% OF YEAR COMPLETED: 91.67

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	CURRENT BUDGET	MONTHLY EXPENDITURES	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE ENCUMBERED	PRIOR YEAR YEAR TO DATE	UNENCUMB. BALANCE	% BUDGET REMAINING
48-600-104 RAMP GRANT	100,000	100,000	4,250.00	99,834.74	165.00	92,015.91	0.26	0.00
48-600-109 HORSESHOE BLDG IMPROVEMENT	530,466	530,466	0.00	46,000.00	0.00	18,574.00	484,466.00	✓ 91.33
48-600-111 BOX HANGER CONSTRUCTION	200,000	200,000	0.00	8,197.39	0.00	0.00	191,802.61	95.90
48-600-115 T-HANGER 104 MATCH/SITE PRE	289,650	289,650	0.00	14,907.00	0.00	10,350.00	274,743.00	94.85
48-600-116 MAINTENANCE BLDG RENOVATION	22,956	22,956	0.00	22,956.00	0.00	16,707.00	0.00	0.00
TOTAL Capital Outlay	1,143,072	1,143,072	4,250.00	191,895.13	165.00	137,646.91	951,011.87	✓ 16.80
TOTAL EXPENDITURES	1,143,072	1,143,072	4,250.00	191,895.13	165.00	137,646.91	951,011.87	16.80

AIRPORT BOARD AGENDA ITEM 4D 1

MEETING DATE: August 22, 2021

FROM: Mary Rohrer
SUBJECT: Property Insurance Claims – 2020 Wind Storm
Brinkman Hangar Doors



1815 Airport Loop- Brinkman Hangar Doors

- JKBernhard starting work on Monday October 4th.
- Mary Rohrer and Jarad Payne, Bernhard project manager met with tenants and described scope and construction activities within the hangars.
- Airport is working with Kerrville Aviation to store aircraft while construction is underway.
- Work completed by mid- December

AIRPORT BOARD AGENDA ITEM 4D 2

MEETING DATE: August 22, 2021

FROM: Mary Rohrer
SUBJECT: Terminal Building – 2021 Snow Storm damage repairs and Renovations



Status of Insurance Reimbursements:

- a. Work Package 1 (Break room and Pilots Lounge)- Completed – Submitted to TAC and received depreciation funds.
- b. Work Package 2 (Conf Room and Airport Offices)- Completed- Submitted to TAC (9/14), waiting on depreciation funds
- c. Work Package 3 (Lobby)- Completed- Submitted to TAC (9/14), no additional funds requested
- d. Work Package 4 (Kerrville Aviation)- Work completed- No additional funds.
- e. Work Package 5a (Fence repair)- Work completed, preparing package to submit to TAC for additional funds.
- f. Work Package 5b (Flight Planning area and north hallway) Scheduling repair work.

Flight Planning and other Improvements within the Terminal Building:

See attached proposal from Kendnel Kasper Construction for \$35,135

Scope of work is for Flight Planning Area, Kerrville Aviation and Men's / Women's restroom renovation.

FY 2022 Budget includes \$25,000 allocated to Terminal for Building Repairs. (Line 47-800-201), and have received CRRSSA (\$23,000) portion of grant to supplement the Airport funds in restroom area.

From the Airport Financial Management Policy:

- A. *Purchasing Authority*
The Airport Manager shall make every effort to maximize any discounts offered by creditors/vendors. The Airport Manager will follow state law concerning the amount of the purchase requiring formal bidding procedures and approval by the Airport Board. For purchases where competitive bidding is not required, the Airport Manager shall obtain the most favorable terms and pricing possible
- B. *Purchasing thresholds*
The purchasing agent for the Airport shall have purchasing power without Airport Board approval up to \$20,000.

Request- Approve Airport Manager to obtain favorable terms and pricing from Kendnel Kasper for Terminal Improvements up to \$40,000.



2290 SQUARE FEET

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CONSTRUCTION

21
158 G Street South
KERRVILLE, TX 78028
OFFICE: (830) 315-9033
FAX: (830) 315-2529

9/21/2021

RE: Intent to Contract

Kerr County Airport

Construction Agreement

This Agreement states the terms and conditions that govern the contractual agreement between Kendnel Kasper Construction, Inc and Kerrville Kerr County Airport.

1. TERM

This agreement shall begin on receipt of a fully executed document. See attachment labeled Exhibit A for schedule.

2. SERVICES

Kendnel Kasper agrees to fully execute the work outlined in Exhibit A (attached), as per the Schedule of Values as listed in Exhibit B. Changes to the scope will result in additional costs.

3. PAYMENT

Kendnel Kasper Construction will submit AIAG702/703 formatted invoice for work completed during the previous month. Invoices are due within 15 days of receipt of AIA702/703.

Kimberlyn Galifaro/Kendnel Kasper Construction, Inc

Kimberlyn R. Galifaro
Digitally signed by Kimberlyn R. Galifaro
DN: cn=Kimberlyn R. Galifaro, o=Kendnel Kasper Construction, Inc.,
email=Kimberlyn.G@KasperConstruction.com,
c=US, serial=1000, version=1
Date: 2021.09.21 09:37:21 -0500

Signature/Date

Kerrville Kerr County Airport

Signature/Date

Exhibit A**Proposal**

Work Item	Description	Cost
Restrooms	Rework vanity structure + set new laminate tops with undermount sinks. Remove vanity light + install new track lighting at grid above countertops. Faucets to be motion censored.	\$14,956.25
Flight Planning	Tear out existing casework; install new casework, dividing wall + pass through opening per shop drawings	\$7,281.25
Kerrville Aviation Area	Tear out old countertops + install new Plastic Laminate tops.	\$4,000.00
	<i>Allowance for Electrical Conduit/Relocation of outlets as needed</i>	<i>\$1,000.00</i>
LED Lighting	New LED lighting as follows: Restrooms, Hall at Flight Planning, Flight Planning + Kerrville Aviation Area <i>[Total 12 LED Lay in + 3 LED surface mount]</i>	\$6,335.00
Painting at Restrooms	Men's + Women's Restrooms to receive new paint (1 coat primer + 2 coats of paint). Paint selection TBD by Owner.	\$1,562.50
Builder's Risk Policy	BR Policy provided if required by Owner	\$350.00
<hr/> <i>Plumbing (faucets + sink broken out on SOV)</i>		
<i>Light fixtures subject to approval</i>		
<i>All numbers exclude Tax</i> <hr/>		

Exhibit B
Schedule of Values

Schedule of Values - Kerrville Kerr County Airport		
Division 1 - General Conditions	\$	1,365.00
Division 6 - Woods, Plastics + Composites	\$	480.40
Division 9 - Finishes	\$	3,420.00
Division 12 - Furnishings	\$	13,710.00
Division 22 - Plumbing	\$	7,398.00
Division 26 - Electrical	\$	8,761.60

Total Contract Amount \$ 35,135.00

Excludes Builder's Risk Policy

AIRPORT BOARD AGENDA ITEM 4E 1

MEETING DATE: August 22 2021



FROM: Mary Rohrer
SUBJECT: TxDOT Aviation Projects

1. TxDOT ROW Hangar Project

- Airport received Billing Letter from TxDOT for 4 Row hangars, see attached letter with funds due and cost breakdown from Garver Engineers.
- Discuss project status and next steps

2. TxDOT Aviation projects- No resolution of the \$15m of state funding; KERV Airport projects pushed to FY 2023.

1. FY23 – Statewide Pavement Rehabilitation (TxDOT = \$1.6m; City/County= \$180,000)
 - Administrative work starts in FY 2023 (Fall 2022)
 - The statewide program includes 4-5 airports in a group. The multi airport package is taken to commission, and each airport goes through design, bidding and contract negotiations. These projects begin in early FY 2024 (Late summer early Fall 2023) when weather is good for paving.
2. FY23 – Planning Study (TxDOT \$225,000; City/County \$25,000)
 - Timeline – Spring/early summer 2023- Planning consultant selection and contract award.
Project timeline about 9 month to a year. Study delivery Spring 2024.



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

INVOICE

September 17, 2021

Ms. Mary Rohrer
Airport Manager
City of Kerrville and Kerr County
1877 Airport Loop
Kerrville, Texas 78028

RE: TXDOT Project No.: AP KERRVILLE
TXDOT CSJ No.: 18HGKERRV
Fund Source: 22150

Dear Ms. Rohrer,

The current estimate for the above reference design and construction project is \$1,248,000. TxDOT AVN is contributing \$600,000. The sponsor share is \$648,000. Our records indicate that we have received \$25,256 which leaves a balance of \$622,743. Please remit the Sponsors Share to an address shown below no later than October 4, 2021.

Texas Department of Transportation
ATTN: Robert Dean
P.O. Box 149001
Austin, Texas 78714

OR

Texas Department of Transportation
ATTN: Robert Dean
Revenue Accounting
200 East Riverside Drive
Austin, Texas 78704
(overnight address)

Or for **WIRING ONLY** use the following information:

Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TxDOT Aviation CSJ: 18HGKERRV
Attention: 601-Texas Dept. of Transportation – Aviation division
Robert Dean

If you would like to use **ACH- Automated Clearing House** – please contact Becky for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,

Becky Vick
Grant Manager
cc: Robert Dean, Finance

KERRVILLE-KERR COUNTY AIRPORT
HANGAR DEVELOPMENT (TXDOT CSJ 18HGKERRY)
ENGINEER'S ESTIMATE OF PROBABLE COST - FINAL DESIGN
June 25, 2021

OPINION OF PROBABLE COST			
DESCRIPTION	ENGINEER'S ESTIMATE	CONTINGENCY (APPROX. 10%)	TOTAL
BASE BID (4-UNIT BOX HANGAR)	\$838,000.00	\$83,800.00 =	\$922,000.00
ADDITIVE ALTERNATE I (5-UNIT BOX HANGAR)	\$153,000.00	\$15,300.00 =	\$168,300.00
SUBTOTAL (CONSTRUCTION - BASE BID)			\$922,000.00
SUBTOTAL (CONSTRUCTION - BASE BID + ADDITIVE ALTERNATE I)			\$1,090,300.00
DESIGN PHASE SERVICES			
SUMMARY			TOTAL
DESIGN ENGINEERING (SURVEY, GEOTECHNICAL AND ENGINEERING)			\$118,407.00
SUBTOTAL (DESIGN)			\$118,407.00
CONSTRUCTION PHASE SERVICES			
SUMMARY			TOTAL
CONSTRUCTION ADMINISTRATION			\$80,000.00
RESIDENT PROJECT REPRESENTATIVE SERVICES - FULL TIME			\$90,000.00
CONSTRUCTION MATERIALS TESTING			\$22,000.00
CLOSEOUT SERVICES			\$15,000.00
SUBTOTAL (CONSTRUCTION SERVICES)			\$207,000.00
TOTAL PROJECT SUMMARY			
SUMMARY			TOTAL
TOTAL (CONSTRUCTION + DESIGN + CONSTRUCTION SERVICES: BASE BID)			\$1,248,000.00
TOTAL (CONSTRUCTION + DESIGN + CONSTRUCTION SERVICES + ADD. ALT I)			\$1,416,000.00
PROGRAMMED BUDGET			\$900,000.00

AIRPORT BOARD AGENDA ITEM 4E 2- Airport Race Wars 2
MEETING DATE: August 25, 2021

FROM: Mary Rohrer
SUBJECT: Airport Race Wars 2 on October 23 2021



Attached are two documents that are signed between the Airport and Flyin' Diesel for the upcoming Airport Race Wars 2 event. Attached are:

- User Agreement, and
- Ground Operations Plan.

These documents are generally similar to the documents signed for the previous race event in March 2021. Dixon Mosty is reviewing these documents for the October race.

Action needed- Upon completion of legal review, authorize Airport Manager to sign User Agreement and Operations Plan.

Ground Operations Plan

Kerrville - Kerr County Airport (KERV)

Special Event – Drag Racing October 23 and 24, 2021

(FAA 5190.6B 7.21 Temporary Closing of an Airport c. Closing Part of an Airport, conditions noted)

- A. **Event Description.** This proposal outlines preliminary information regarding the use of the Kerrville – Kerr County Airport (KERV) for a professional automobile race. The proposed event is a motorsport competition that brings substantial exposure, marketing and revenue to the airport and city, while supporting the aviation community, and local businesses and enterprises.
- B. **Purpose.** The airstrip course is 700 ft, about 1/8 of a mile, racing competition featuring all varieties of cars and trucks. This world-class competition and spectator event places KERV in the spotlight, thus bringing substantial awareness to the local airport and General Aviation community.
- C. **Date.** The primary date for the event is October 23 and 24, 2021. In case of rain the event will be postponed and take place on November 20 and 21, 2021
- D. **Leased Property.** The event will take place on Airport property leased to Flyin' Diesel Performance & Offroad.
- E. **Event Point of Contact.** The event Point of Contact (POC) is Flyin' Diesel located at 1994 Airport Loop, Kerrville, TX 78028. Flyin' Diesel Performance and Offroad is a tenant at the airport and leases land and building from the airport for their automotive repair shop which specializing in repairs, performance and parts from around the state.
- F. **Airport Operations.** KERV Airport Operations will monitor the event and management staff will be on site during the event. RWY 03-21, portions of Taxiway F and Taxiway E will be closed during the event. Participating vehicles will return on Taxiway Foxtrot so long as all racing and vehicles are held and stopped during any aircraft operations. NOTAMs will be issued for the closure of Runway 03-21 and FAA ATC shall be notified. The closure of Runway 03-21, and portions of Twy E and F are anticipated to be from Friday October 22 at 0800 CDT to Monday October 25 at 1800 CDT. Runway 12-30 will

remain open to air traffic. KERV anticipates minor impact to normal air operations. (FAA 5190.6B, 7.21 c (1, 3, 5 and 6))

- G. **Separation of Event and Airport Operations.** During the duration of the event, there will be a clear and consistent delineation between event areas and airport tenant/user areas. This delineation will be upheld by pedestrian and vehicular barriers, existing airport fences lines, and airport-approved security personnel stationed at the boundaries at all event areas. Attached is an exhibit showing race area. All aircraft and vehicle access to the Airport Controlled Area will be under direct airport control at all times throughout the closure. Any time aircraft is approaching Taxiway E and/or Taxiway F, those areas will be completely clear of all event vehicles and airport will verify safe conditions for taxiway use by aircraft. After aircraft has completed traversing the Controlled Area, the airport will verify the area is cleared of aircraft and available for vehicular event use. There will be no commingling of aircraft or operations in the event area. The event area will respect the Obstacle Free Zone (OFZ) setback as defined by the Airport Layout Plan (ALP). The Event POC to coordinate signage, markings, setup and clean up. (FAA 5190.6B, 7.21 c (2 and 4))
- H. **Fire and Emergency Services.** The event POC shall coordinate to have city/county emergency services including fire and ambulance on site to support the event.
- I. **Law Enforcement/Security Plan.** The event POC shall coordinate to have airport approved security and or law enforcement on site to support the event.
- J. **Parking Plan.** An overall parking plan will be prepared by the Event POC for spectators and race vehicles and reviewed by Airport. POC will direct vehicles to specified lots. Spectators shall enter/exit through designated gates on Peterson Farm Road. All race vehicles and vendors will enter/exit using Airport Loop.
- K. **Restrooms and Waste Disposal.** Portable restrooms and trash receptacles shall be brought in for the event use. A trash cleanup will be conducted throughout the day and at the close of the event.
- L. **Tickets.** The event shall be limited to 4000 spectator tickets . In addition to the number of tickets sold to the public, Airport Operations shall receive 20 complimentary tickets.
- M. **Waivers.** Event POC will ensure that all persons participating in the event shall execute a waiver upon entry.

- N. **Insurance.** Event POC will maintain an insurance policy sufficient to the airport with a minimum of \$1 million general liability coverage and airport shall be named additional insured on all policies.
- O. **Clean-up.** Event POC is responsible for removing all personal property, trash and debris from all affected areas. POC are responsible for maintaining the properties in a clean and orderly condition for the entire duration of the event. Airport Operations is reimbursed for all additional costs incurred as a result of the event. **(FAA 5190.6B, 7.21 c (9));**
- P. **Condition of the Premises.** Event POC is return the premises in the exact condition in which they were found. This includes the airport runways, ramps, equipment, markings and any other improved or unimproved areas as designated by the ALP. The cost for any necessary remedial work will be the sole responsibility of the Event POC. **(FAA 5190.6B, 7.21 c (6));**
- Q. **Military Activities.** No Military activities occur at KERV, **(FAA 5190.6B, 7.21 c (7));**
- R. **Obstructions.** No obstructions such as barricades or poles are planned to be constructed for the event **(FAA 5190.6B, 7.21 c (8));**
- S. **Community impact.**
1. **City and County Support.** Event brings in spectators, participants, media and businesses to participate and engage with the event, the airport, the county and city. A substantial portion of all sponsors, participants and spectators are from out of the area, driving traffic and revenue to the airport, general vicinity, and local businesses, The event engages local businesses and enterprises directly with their involvement in the event. The event a positive impact in the community by increasing awareness and exposure for city and airport facilities and operations.
 2. **Community Outreach.** Partner directly with the airport's general aviation tenants to build community engagement, participation and GA tenant exposure. Event builds a sense of community and rapport with residents, employees and patrons, and can tie in with the aviation community by adding supplementary aviation static displays, flyovers, etc. Opportunities available for community service and involvement of aviation community, including Civil Air Patrol, Kerrville Squadron-TX442.

3. **Marketing.** Dozens of media outlets covering the event with major focus on the Kerr County region. This event creates quantifiable marketing and exposure directly for the airport and city. Exposure established across both traditional and digital marketing channels via radio, print and digital media outlets

Please direct inquiries to the following parties:

Event Point of Contact:

Ross Dunagan
Flyin' Diesel Performance & Offroad
1994 Airport Loop
Kerrville, Texas 78028
(830) 214-7778
Ross.flyindiesel@gmail.com

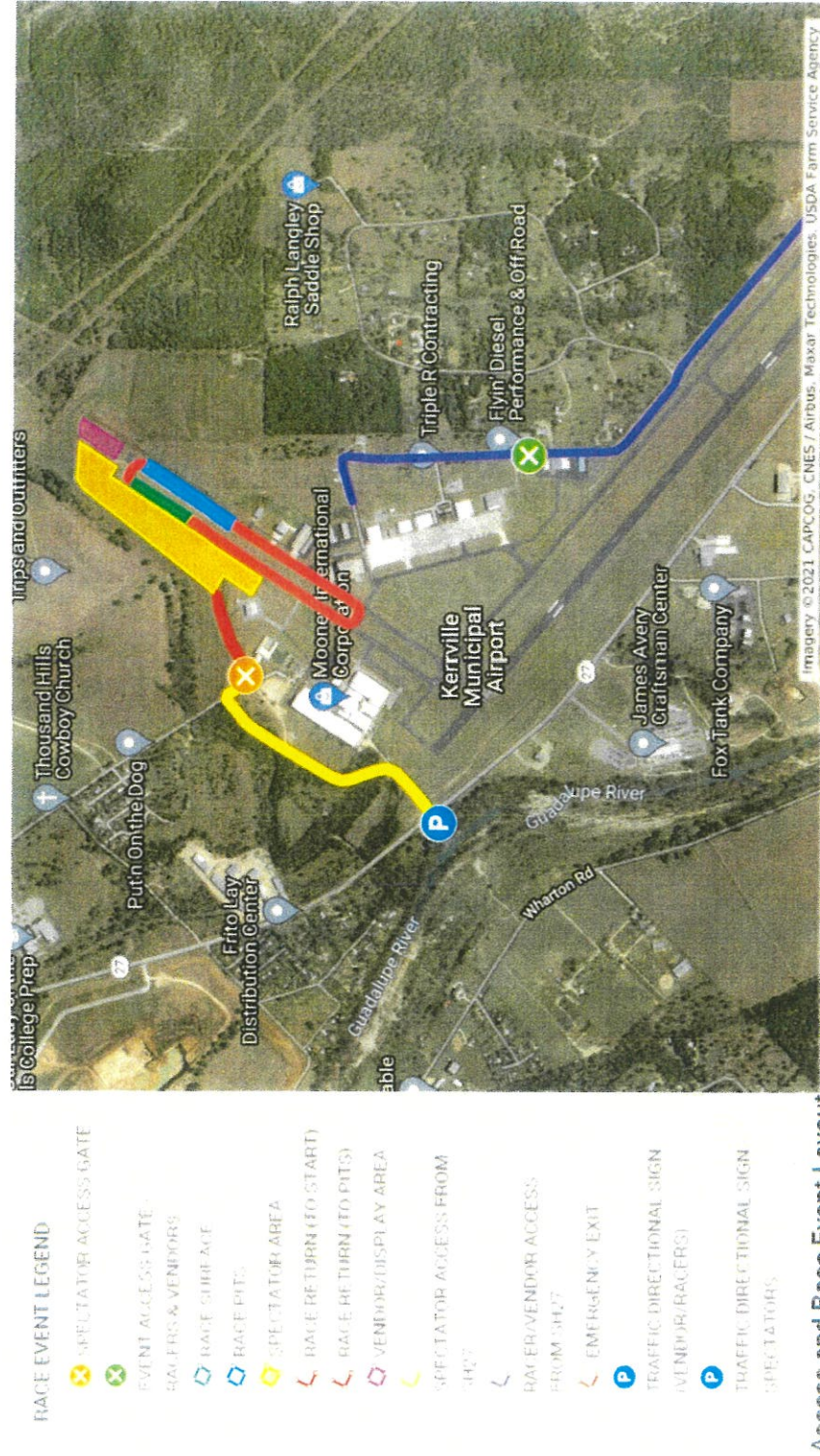
Airport Point of Contact:

Mary Rohrer, Airport Manager
1877 Airport Loop
Kerrville, Texas 78028
(830) 896-9399
(210) 380-1559 cell
mrohrer@kerrvilleairport.com

ATTACHMENT A: Ground Operations Exhibit

ATTACHMENT A: Ground Operations Exhibit

Kerrville Airport - Race Event Map



KERRVILLE-KERR COUNTY AIRPORT
USER AGREEMENT- AIRPORT WARS CAR RACE
OCTOBER 23, 2021

Parties

Lessor: Kerrville-Kerr County Airport
Attn: Mary Rohrer
1877 Airport Loop
Kerrville, Texas 78028

Lessee: Ross Dunagan
Flyin' Diesel Performance & Offroad
1994 Airport Loop
Kerrville, Texas 78028

Delegation of Authority:

The Kerrville-Kerr County Airport is owned jointly by the City of Kerrville and Kerr County ("Owners"). These entities have delegated operations of the Airport to the Joint Airport Board (JAB), and as such, the Airport Manager the Board's designee, is authorized to enter into this use agreement in behalf of the Board and the Owners.

Term and Uses

This agreement shall be effective for the use and activities reflected in the attached "Event Proposal" (Exhibit A) for Car Race. Duration of Event shall be from 8:00 am Friday October 22, 2021 to Monday October 25, 2021 at 6:00 pm.

Premises:

The area of the Kerrville-Kerr County Airport designated in the attached Exhibit B shall be reserved for the exclusive use by Lessee during the time period(s) listed above, under the conditions contained in said Exhibit A. By entering into this Agreement, Lessee agrees to abide by the conditions and obligations contained herein.

Consideration:

Lessee agrees, in consideration of use of premises, to donate no less than \$1500 and no more than \$3500 for the benefit of the Kerrville Public Schools Foundation in support of the Tivy High School Aviation and Auto Tech programs and reimburse Lessor for out of pocket fees.

Reservations:

After Lessee obtains approval of dates and conditions herein by the JAB, the date(s) agreed upon for the lease period will be held. A Damage Deposit in the amount of \$500.00 must be made by October 12, 2021, ten (10) days prior to event start date

Insurance:

At least ten (10) days, prior to the planned use of the Airport Facilities, October 12, 2021, Lessee shall provide Lessor with an ACORD Certificate of Insurance evidencing Lessee has Comprehensive Commercial General Liability insurance coverage for bodily

injury, death, and property damage limits of at least \$1,000,000. Per Occurrence \$2,000,000 General Aggregate, naming Lessor, Lessee, Kerr County and City of Kerrville as insured parties under said policy (without condition or cost to Lessor). Coverage shall be provided by carriers admitted to business in the State of Texas as either "Admitted" or accepted Excess Surplus Lines carriers. Insurance shall be in a form and substance satisfactory to Lessor. All carriers must have an "A-" or better, A.M. Best rating. Failure to provide this proof of insurance within the time required may result in cancellation of the event and forfeiture of all deposited funds.

Security:

Lessee agrees to provide sufficient security during the lease term to maintain law and order and to protect the safety and security of all attendees. It is Lessee's responsibility to arrange for and pay the required security personnel, and to provide Lessor with Proof that such services have been arranged at least ten (10) days before the event. Such security personnel shall be deemed Independent contractors for purposes of this agreement and shall operate under the direction and control of Lessee during the event. Failure to comply with the requirements to provide security personnel will result in immediate suspension or cancellation of the event with no refund.

Lessee's Personal Property:

Lessor shall not be responsible for loss or damage to personal property belonging to Lessee, its agents, representatives, employees or invitees.

Right of Entry:

All participants and attendees shall sign race waiver, shown on Exhibit C upon entry to the premises.

Lessor retains the right to enter the leased premises at all times.

Emergency Contact:

If any emergency relating to use of the facility arises, outside of regular business hours that requires contacting Lessor, the following telephone number shall be used to contact:

Airport Manager, Mary Rohrer, cell phone (210) 380-1559.

Race Organizer, Ross Dunagan, cell phone (830)-285-6195.

Assignment/Sublease:

Lessee may not assign or sublease under this Agreement without the express written permission of Lessor.

Indemnity:

Lessee agrees to indemnify and hold Lessor, Kerr County and City of Kerrville harmless from any and all claims or liability for damages to any person or persons for personal injuries or death or loss or damage to property occasioned by or in connection with the use of the leased premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the acts, conduct, or omissions of all persons admitted to the leased premises by Lessee, its agents, representatives, or employees during the lease term.

Entire Agreement:

This Agreement constitutes the complete and entire agreement between the parties hereto, and supersedes any other written or oral agreements, promises or representations made by either party.

Severability:

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

Modification

No modification of this Agreement shall be of any force or effect unless made in writing, attached hereto, and executed by Lessor and Lessee.

Choice of Law and Forum:

This Agreement shall be governed, construed, and interpreted under the laws of the State of Texas. Kerr County, Texas, shall be the proper forum for resolving any and all disputes arising from or under this Agreement.

Observance of Laws and Court Orders:

Lessee, its agents, representatives, employees, and invitees shall comply with all laws of this state and of the United States, and all local rules and ordinances, including but not limited to all applicable rules, court orders, and laws relating to the health, registration and vaccination of all animals, and local and state fire code regulations, including safety plans approved as may be required due to Covid-19 regulations.

Taxes:

Lessee shall collect all applicable taxes on sale of tickets and/or other items and shall remit the amounts to the proper authority as required by law.

Signed and agreed to on this _____ day of _____, 2021.

Lessor (Authorized Agent)

Lessee (Authorized Agent)

Exhibit A- Event Proposal
Exhibit B- Leased Premises
Exhibit C- Form of Waiver

Exhibit A – Event Proposal

Event Proposal for: **Flyin Diesel Performance** **Race Day- October 23, 2021**

Dear Airport Board,

On behalf of Flyin Diesel Performance, who currently rents the building located at 1994 Airport Loop, I (Ross Dunagan) would like offer a proposal to host a race event held on the airport grounds. I have met with the Airport Manager and we have discussed an area on your facility that might suite our needs, as well as maintain a safe environment. I have outlined below the location we have discussed to hold this event, what all legal services—documents and insurance we will provide, security, EMS, and all other aspects that will be needed to make this event work as flawlessly as possible. We feel that this is a great family style event that will attract many families and racers from not only Kerrville, but from surrounding counties and cities. With that we feel that the economic impact would bring hotels and restaurants within the city extra business from the attendees who will be traveling from out of town. With this event we plan to have an estimated 3000 spectators and approximately 120 racers. Automotive racing is something that we at Flyin Diesel Performance are passionate about; we share this passion with a tight knit community of racers as well as spectators. We are excited at the prospect of providing an opportunity to gather our community as well as newcomers to the sport to enjoy a day full of fun and exhilarating action for both racers and spectators. I look forward to discussing this opportunity with you all more, and will be happy to answer any questions you may have either in person or over the phone. My contact information is provided below.

- **Insurance**

Flyin Diesel Performance will provide Event Insurance through a local agency here in Kerrville. This type of insurance is geared towards these styles of events and protects the interest of the Kerrville/Kerr County Airport. We will provide the Airport Manager a copy of this policy for your review, and so that everyone is aware of what the coverage will be. If any changes need to be made we will need to be notified 30 days prior to the event date so that we have ample time to make the proper changes.

- **Security**

For the safety of all involved, as well as spectating, we feel that a police presence will aide in a safe and enjoyable experience for all who attend. We will work with Kerrville Police Department

and employ 10 officers from the time the event starts until the closing of the event. We feel that this will only aid in the safety of all attendee's as well as provide quick response and resolution to any problems should their services be needed. In addition to the police presence security we will have the event area taped off, and access past the event perimeter will be prohibited to ensure the separation of the event area to the continued operation of the rest of the airport grounds. I have provided a visual for the area that will be taped off for the event perimeter in the aerial map included at the end of the proposal.

- **Medical/ Fire**

We are working with Kerrville Fire Department to have EMS on staff from the time racing starts until it ends. We want to ensure the safety of all drivers, and have medical staff on site if a problem should arise from a crash, medical condition, and/or fire. Again, we feel that the presence of these types of professionals will help us provide a safe and fun race environment from spectators to racers.

- **Pavement Preservation**

I as well as Montana Martin, from Sealcoat specialist, will be on site the day of, as well as the following day, to address any concerns regarding the pavement of the runway that might arise from an accident, spill, etc. I have previously worked with asphalt before pursuing the diesel repair business, and also have maintained a great working relationship with Montana over the years. I feel that with Mr. Martin's experience in the work he has done on the runway in the past that he would be a great asset to the staff on site to ensure the runway maintains a safe takeoff and landing area for planes. We intend to maintain the quality of the runway as it is provided to us from the beginning of this event to the end.

- **Waiver**

Before anyone is allowed to enter the airport grounds we will have, at the gate, a waiver that every individual entering the premises will be required to sign. We will provide a copy of this waiver to the Airport Manager so that it can be reviewed, and any changes be made before the event. We want to ensure that the airport property and staff as well as our staff and company will be free from liability.

- **Restrooms and Trash**

We plan on hiring a company to put up portable restrooms as well as 50 trash cans on site. It is important to us to keep a clean environment for this event, as well as maintain the quality of the

grounds for the safety of the airport staff and pilots. We do know that not all trash ends up where it should, so my team and I will be diligent to gather all loose trash at the end of the event.

- **Crowd Control**

To help aid in the controlling of a large crowd, we have secured safety water barriers to protect the crowd from a out of control vehicle as well as aid in keeping the crowd in a safe location to enjoy the racing action. We also have 4' tall fencing that will be added around the staging and pit area to keep the crowd flow away from the area where vehicles are moving around. Staff and Police will both aid in making sure that traffic control of all cars and pedestrians is safe and secure.

- **Compensation**

The airport has been generous enough to allow this event to happen. In doing so we as the host of the race will take care of all staff payroll and any expenses incurred by the Airport. In addition we will make a donation of no less than \$1500.00 and no more than \$3500.00 to the Airport for the use of the facilities. All event staff will be compensated as well by funds raise from the event. We also plan on having local VFD there to help run the entrance gates and aid with any emergency that may arise.

I have included an aerial map of the site where the Airport Manager and I have discussed traffic flow, parking, and race area. If any further questions are needed please call or email me, and I will be happy to discuss any question or concerns you may have. Thank you for taking the time to review this proposal. We look forward to working with you.

Ross Dunagan

Flyin Diesel Performance

830-214-7778 or 830-285-6195

Ross.flyindiesel@gmail.com

Exhibit B – Leased Premises



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EXHIBIT C – Form of Waiver for Attendees

AIRPORT RACE WARS 2

WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of my ("I", "my" or "myself") and/or on behalf of my child/ward's (each a "Ward") participation as a competitor, volunteer (or other staff member) and/or spectator (any of the foregoing, a "Participant") in the AIRPORT RACE WARS event(s) (any of the foregoing and any ancillary events/activities/operations related thereto, an "Event"), I, _____ on behalf of myself and Ward, acknowledge, accept and agree the following:

(1) The risk of serious injury and/or death from the activities involved participating in any Event, as a Participant, is significant and may include, without limitation, the following: (i) strains; (ii) fractures; (iii) injuries involving the acts or omissions of other Event participants or vehicles; (iv) permanent paralysis; (v) death and/or (vi) contracting the Covid-19 virus. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury, illness and/or death does exist.

(2) AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT AN EVENT, ON BEHALF OF MYSELF AND MY WARD, I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Ward's participation in the Event.

(3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant's participation in an Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Ward from participation and bring such hazard to the attention of the nearest Event official.

(4) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE FLYIN DIESEL PERFORMANCE AND OFFROAD, LLC, KERR COUNTY, the CITY OF KERRVILLE, the KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD, venue owner of the Event, and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, ILLNESS, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

(5) I, on behalf of myself, and/or my Ward, attest and verify that: (i) unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses, injuries and defects that could interfere with any person's (including his or her) safe participation in an Event; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with the Event; and (iv)

on the date of the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant, and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant's participation in an Event is entirely voluntary.

(6) I, on behalf of myself, and/or my Ward, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment and/or services. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection such information or services.

(7) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of Participants. Releasees will not be obligated to refund any Participant any registration fees due to a cancelled Event.

(8) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to Releasees to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation in an Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.

(9) In consideration and in return for being allowed to participate in the Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's participation in events organized by the Releasees, including the Event, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(10) If any of the provisions of this Waiver, Release of Liability, Covenant Not To Sue & Image Release ("Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

(11) I hereby agree that any lawsuit relating to my attendance at this event, or the interpretation or enforcement of this waiver, shall be filed in the State District Court of Kerr County, Texas.

Date: October ____, 2021.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

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Signature

Printed Name

Emergency contact

Emergency Contact Phone

MINORS/WARD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP,
SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.

Parent/Guardian Signature

Printed Name of Minor/Ward

Relationship to Minor/Ward: _____