

AGENDA
KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD
APRIL 30, 2007, Noon
CITY COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

1. Call to Order.
2. Constituent Representatives recommend Joint Airport Board nominee to "At-Large" Airport Board position for 2007-2010.
3. Adjournment

Note: The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city clerk at 830-257-8000 for further information.

**TO BE CONSIDERED BY THE JOINT AIRPORT BOARD
CITY OF KERRVILLE, TEXAS
KERR COUNTY**

SUBJECT: At-Large Board Appointment Nominations

FOR AGENDA OF: April 30, 2007

DATE SUBMITTED: April 24, 2007

SUBMITTED BY: Dave Pearce

CLEARANCES: Mindy N. Wendele

EXHIBITS:

AGENDA MAILED TO:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
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PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

The appointment of the at-large process is as follows:

1. Persons interested in appointment to the airport board should submit applications to the City Clerk and/or County Court Coordinator who will forward the nominee(s) names (s) to the city and county airport board representatives (Gene Smith and Chuck Coleman/Jonathan Letz and Bill Williams).
2. The governing bodies appointees (Gene Smith and Chuck Coleman/Jonathan Letz and Bill Williams) will vote and the majority vote will be the nomination. In order to accomplish this so that a new Board Member can fill the position by the June 5, 2007, the governing bodies will need to make a nomination in enough time so that the nominees may be submitted and approved by the City Council and County Commissioners before June 2007.
3. In that process, at least a majority of the four members voting (three) will have to vote on the same nominee.
4. The nominee's name will then be forwarded to the city council and county commissioners' court for consideration of appointment.
5. Board terms are for three years.
 - a) To make the appointment so that no one is serving in an unexpired term, should be made in enough time so that nominees may be presented to the City Council and County Commissioners before the first of June.
 - b) To make the appointment as a full three-year term beginning in May, as stated in 4.(b)(2)(i), "appointment shall be made on or before the first of June."

RECOMMENDED ACTION

Recommended Action:

Governing bodies recommend to the City Council and County Commissioners a nominee for Appointment to the Joint Airport Board City Council and County Commissioners.

28734

**INTERLOCAL AGREEMENT FOR JOINT MANAGEMENT OF
KERRVILLE/KERR COUNTY AIRPORT
"JOINT ACTION AGREEMENT"**

This Agreement is made by and entered into between Kerr County, Texas (hereinafter "County") and the City of Kerrville (hereinafter "City"), hereinafter sometimes referred to as "Constituent Agency," or "Party," collectively or individually, on the 10th day of August, 2004.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field ("Airport"); and,

WHEREAS, County and City have heretofore, by their actions, jointly managed said Airport under and by virtue of Tex. Rev. Civ. Stat. Ann. Art 46d, Municipal Airport Act ("Act"), the statutory predecessor to Chapter 22 of the Transportation Code ("Code"); and

WHEREAS, said management practice has been in effect for over 33 years without amendment or modification, and it appears to both Parties that said practice therefore needs to be updated and formalized to bring it into compliance with the terms of the current Code; and

WHEREAS, County and City find that it is in the best interests of the citizens of County and City at this time for the Airport to continue to be managed on a joint basis; and

WHEREAS, the Code contemplates joint operation of Airport facilities by two local governmental entities and provides a statutory framework for an Agreement by which the two jurisdictions may continue to jointly own and manage the Airport;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the Parties hereto mutually agree as follows:

1. **Statutory Basis for Agreement:** This Agreement is made based upon and pursuant Subchapters A, B, and D of the Code, as currently in effect and as it may hereafter be amended.
2. **Duration of Agreement:** This Agreement shall be effective on the date it is fully executed by the Parties hereto, and shall terminate on September 30, 2044. Thereafter, this Agreement shall automatically be renewed for additional successive 40-year terms, unless terminated earlier as provided for herein.
3. **Proportionate Interest:** Each Party hereto owns an equal, undivided interest in certain owned real property located within the bounds of the Airport, more particularly described in Exhibit A, and as that property description may be amended from time to time, and in the fixtures located on such property. Based on such equal ownership interest, each Party shall have an equal right to development and approval of a "Management Contract" for services related to managing the day-to-day operations of the Airport and shall share equally in all of the costs,

Approved by City Council
Date: 8-10-04 July 27, 2004
Volume 35 Page 254
Resolution No. 080-2004
A 2004-112

expenses and revenues associated with operating, regulating, improving, equipping, and protecting the Airport.

4. Joint Board: Upon execution of this Agreement the existing Joint Airport Advisory Board previously established under the Act is hereby permanently dissolved and a new Joint Airport Board ("Board") is established under the applicable provisions of subchapters A, B, and D of Chapter 22 of the Code.

(a) Composition. The Board shall be composed of two members of the County Commissioners Court ("Court"), two members of the Kerrville City Council ("Council"), and three at-large members. The Court and Council are hereinafter sometimes referred to individually or collectively as "Governing Bodies" of the Constituent Agencies.

(b) Appointment and Terms. The process for appointment and terms of the Constituent Agency members and at-large members to the Board shall be as designated below for each:

(1) Constituent Agency Appointments:

- i. The Governing Body of each Party shall appoint from its membership, by order or resolution, their respective Board member representatives ("Constituent Agency Representative(s)") for a term of two years.
- ii. Upon initial appointment by each Constituent Agency, each Constituent Agency shall appoint one of its members for two years and one of its members for one year, thereby establishing staggered terms; thereafter, each term shall be for two years as established in (i), above.
- iii. In the event an appointed Constituent Agency Representative leaves or is suspended and/or removed from office on the Court or Council for any reason, such Board member's term shall immediately terminate on the Board.
- iv. Replacement of Constituent Agency Representatives shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term, with full term appointments occurring at the time a full two year term would have otherwise ended.
- v. Removal of one or both Constituent Agency Representatives may be accomplished at any time by that Constituent Agency's Governing Body, by a majority vote of its members, if that Constituent Agency finds such removal to be appropriate under the circumstances then existing.

(2) At-large Appointments:

- i. The Constituent Agency Representatives, by a majority vote, shall submit a nomination for each of the three at-large positions to the Governing Bodies of the City and County for consideration and approval, by concurrent order or resolution. It is deemed desirable that the three at-large positions be filled by persons who will possess and contribute a balance of expertise in business, financial or management training and experience. Nominees with experience and/or expertise in the aviation industry, including aircraft owners, may be given preference over nominees with no such experience and/or expertise. The approval of both Governing Bodies is required to constitute appointment to the Board as an at-large member. Necessary appointments shall be made on or before June 1 of each year and shall be for a term of three years, except that the initial appointments shall be as provided for in ii., below.
- ii. The Constituent Agency Representatives' initial submission to the Governing Bodies shall recommend appointment of one at-large member for one year, one at-large member for two years, and one at-large member for three years, thereby establishing staggered terms. Approval of each Governing Body for the initial at-large appointments shall include provision for such staggered terms. Future terms for all at-large appointees shall be for three years each.
- iii. Upon receipt of the list of recommended at-large members by each Constituent Agency's Governing Body, the Constituent Agency has 30 days within which to approve the recommended list of at-large appointees. If any recommended at-large appointee is either rejected or not voted on within the 30-day period, this nomination shall be considered rejected, and the Constituent Agency Representatives, by a majority vote, shall nominate additional persons for the unfilled positions. Should the Constituent Agencies not appoint such nomination within 30 days after the second submittal, the Constituent Agency Representatives shall have the authority to fill such positions with the nominee(s) of their choice, by majority vote of the Constituent Agency Representatives, whose decision will be final.
- iv. Replacement of at-large members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term with full term appointments occurring at the time a full three year term would have otherwise ended.
- v. At-large members may be removed by a majority vote of the Constituent Agency Representatives to the Board, for any reason, but such member may continue to serve until his replacement has been appointed.
- vi. At-large members may be appointed for no more than two consecutive full three-year terms. Such member shall be eligible for reappointment as an at-large member again after an absence of one calendar year from the board.

- (c) Officers. The Board shall have a President and Vice President who shall be selected from the Board's membership, and shall be appointed by a majority vote of all the members of the Board. The term for each position shall be for two years and no member may serve more than two consecutive terms in the same office.
- (d) Compensation. Service on the Board is without compensation.
- (e) Powers and Authority. In pursuing its duties, the Board may exercise on behalf of the Owners any power possessed by either Constituent Agency and those specifically provided by the Code, including the power to lease property and facilities. However, in no case shall the Board be authorized to impose a property tax (fees exempted), sell bonds or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of the Governing Bodies. All rules and regulations adopted for the proper operation of the Airport are subject to the approval of the Governing Bodies. In order to carry out the day-to-day management of the Airport, the Board is hereby authorized to enter into Management Contracts with other providers, public or private, to manage the day-to-day operations of the Airport as its agent. Such Management Contract shall not be effective unless and until it is approved by the Governing Bodies of the County and the City as is contemplated in paragraph 3 of this Agreement.
- (f) Meetings. The Board shall meet on dates and times as agreed upon by the Board members, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. All such meetings of the Board shall be held in accordance with the Texas Open Meetings Act.
- (g) Reporting. The Board shall appear before and provide quarterly written reports on the operations of Airport to each Governing Body.
- (h) Litigation. The Board shall not enter into litigation of any kind without prior notification to the Governing Bodies of each Constituent Agency.

5. Budget. The Board shall annually develop, through its Management Contract provider, and approve a budget for Airport operations for submission to the Court and the Council for approval.

- (a) Submission Required. Such budget must be submitted to both Governing Bodies not later than July 30th of each year for consideration no later than September 30 of each year.
- (b) Joint Fund. The budget shall establish a fund to be maintained for the purpose of depositing all revenues of the Airport, including each Agency's share of the operating costs. This fund shall be kept and managed by the Management Contractor.

(c) Content and Format. The budget shall substantially conform to the format and line item content as depicted in Exhibit "B".

(d) County and City Funding. The formula for annually calculating the funding amount to be requested from each Constituent Agency, if required, shall be as follows:

(1) Total of all revenues of the Airport, as reflected in the Airport budget, not including Constituent Agency contributions;

(2) Less total expenses, including the cost of grant match requirements and Management Contract.

(3) Should a negative sum occur, one-half of such sum shall be the funding amount requested from each Constituent Agency.

i. Should a positive balance occur the Board may, with approval of the Governing Bodies, establish a Fund Balance with a maximum balance of 5% of the total expenditure budget for any given fiscal year with a maximum cap of \$500,000. Should the Fund Balance exceed 5% or \$500,000, the Board may also establish Capital Improvement and/or Replacement Funds as deemed necessary for future development and operations of the Airport, subject to the approval of the Constituent Agencies.

ii. Should a Fund Balance not be utilized by the Board or approved by the Governing Bodies, such Fund Balance shall, at the discretion of the Governing Body, either be credited to the Constituent Agencies' participation amount or returned to that Constituent Agency.

(e) Audit: The Board shall insure that an audit is performed on all Airport funds annually.

6. Amendment: This Agreement may only be amended by written agreement, approved by the Governing Bodies, as defined in Section 22.071 of the Code, and filed among the official records of such Party.

7. Termination of Agreement Prior to Expiration: This Agreement may be terminated at any time by either Party upon written notice given at least 90 days prior to the date of termination.

8. Allocation of Costs and Ownership Upon Early Termination or Failure to Adopt and Fund a Budget:

(a) Allocation of Funds: In the event of the termination of this Agreement by either Party prior to its expiration date, the terminating Party shall be responsible to the other Party for its full share of the operating expenses of the Airport, as approved in the Airport budget, for the remainder of the fiscal year (October 1 through September

30 of each year) in which the Agreement is terminated, regardless of the actual effective date of the termination. In the absence of other evidence to establish the amount that the terminating Party will be required to pay in such event, the amount remaining they would otherwise be responsible for in the approved annual Airport budget at the time of termination shall be considered the amount due under this provision.

(b) Allocation of Assets: In the event of the termination of this Agreement by either Party prior to its expiration date, unless a written agreement is made between the Parties for other allocation of assets, the terminating Party shall have 30 days within which to remove its personal property from the Airport premises, but all buildings and fixtures shall remain, and the terminating Party shall have no further claim to such buildings and fixtures or to any monetary credit or consideration for the value of any or all of such fixtures.

(c) Allocation of Real Property:

- i. In the event of the termination of this Agreement by either Party prior to its expiration date, unless a written agreement is made between the Parties for other disposition of the real estate, the terminating Party shall execute a deed within 90 days after the date of termination transferring all of its interest in the Airport real property to the Party continuing to own and operate the Airport, and the terminating Party shall have no further claim to such real property, buildings and fixtures, or to any monetary credit or consideration for the value of such real property or the fixtures contained thereon.
- ii. Failure by either Party to adopt a budget on or before September 30th of any year or the failure thereafter to fund the adopted budget on a timely basis shall constitute a breach of this Agreement. In the event that either Party fails to adopt a budget on or before September 30th of any year, or in any year fails to timely fund such adopted budget, and further fails to remedy such failure within 30 days after receiving written notice from the other Party, unless a written agreement is made between the Parties for other disposition of the real estate, the Party which failed to adopt or thereafter fund such adopted budget on a timely basis shall execute and deliver a deed on or before December 31st of that same year transferring all of its interest in the Airport real property, building and fixtures to the Party continuing to own and operate the Airport, and the breaching Party shall have no further claim to such real property, buildings or fixtures, or to any monetary credit or consideration for the value of such real property or the fixture contained thereon. Upon the execution and delivery of the deed transferring the property, the members of the Board who represent the Constituent Agency having divested itself of its interest in the Airport shall resign from the Board and neither the departing Constituent Agency nor such resigning Board members shall have any further interest in the

ownership and/or operation of the Airport, except as expressly provided for herein.

- (d) Existing Leases and Non-owned Buildings and Fixtures: The Parties hereto acknowledge that at the time of execution of this Agreement, there are existing leases and buildings and fixtures located at the Airport that are owned by lessees, subject to the provisions of those lease(s). Any allocation or division of assets made pursuant to the provisions set out above shall not affect these or future leases, or ownership of buildings or fixtures by such lessees. Any lease agreements in existence at the time of any termination contemplated herein shall continue in full force and effect, as between such lessee(s) and the Party continuing to own and operate the Airport. The terminating or breaching Party shall have no further claim to such lease(s) or to any monetary credit or consideration for the value of such lease(s), or to any assets reverting to the Constituent Agencies due to the termination or expiration of such lease(s).
- (e) Damages for Failure to Comply with Termination Provisions: In the event that the terminating Party fails or refuses to comply with its duties under the foregoing provisions regarding allocation of costs and ownership within the time frame(s) allowed, such terminating Party shall become liable to the non-terminating Party for all damages, costs and expenses, including attorney fees, incurred by the non-terminating Party in securing compliance with said terms.
- (f) Sale by Non-Terminating Party: If the Party retaining possession and ownership of the Airport after termination of this Agreement sells any or all of the Airport property within 5 years after the date of the termination of this Agreement, that Party shall reimburse the other former owner/Party for its fair share of the proceeds of the sale. Such fair share of sale proceeds shall be determined as follows: The share of sale proceeds due to the former owner/Party shall be equal to $\frac{1}{2}$ of the sale proceeds, minus the annual budget amount for operational expenses and the cost of any and all capital improvements made on the Airport property each of the years during the 5 year term by the remaining owner. Should the sale be made after the 5-year term all proceeds from the sale shall be solely that of the remaining owner.
- (g) Adequate Compensation: The Parties hereto agree that the primary value to the owners of the Kerrville/Kerr County Airport is in its continued operation and growth, not in the value of the real estate itself. Therefore, the parties specifically agree that the foregoing negotiated termination provisions, which are designed to allow the airport to continue to operate without interruption in the case of termination of this agreement, provide adequate compensation to the terminating party for its interest in the airport in that case, either in the event of sale to a third party or in the event that the non-terminating party continues to operate the Airport.
- (h) Reformation of the Board: In the event that this Agreement is terminated and the terminating party's Board members thereafter resign, the non-terminating party shall have the right to terminate the Board as defined herein, and to either revise and

reform the Board as it sees fit, or to continue operation of the Airport without the assistance or participation by a Board in such operation.

- (i) No Inadvertent Termination: In the event that either party gives written notice to the other of any disagreement with or concern about an issue within the purview of the Joint Action Agreement, this action alone shall not be considered an event of default or notice of cancellation unless clearly designated in that initial writing as such.

9. Notices: Any notice required or permitted to be given hereunder or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable Party at the address set forth below:

City: City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

County: Kerr County, Texas
Attention: County Judge
Kerr County Courthouse
700 Main Street
Kerrville, Texas 78028

10. Approval of Agreement: This interlocal Agreement will not become effective unless and until the approval and completed execution of this Agreement and the Airport Management Contract by both Governing Bodies, in accordance with Texas law.

11. Governing Law and Venue: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

12. Severability: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

13. Captions: Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

14. Use of Language: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

15. Entire Agreement: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed, modified, discharged or extended, except by written instrument duly executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the aforesaid Agreement.


This Agreement may be executed in multiple counterparts, each of which constitutes an original.

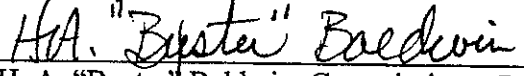
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this 10th day of August, 2004.

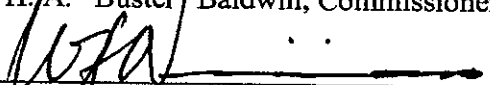
CITY OF KERRVILLE


COUNTY OF KERR, TEXAS

By: 
Stephen P. Fine, Mayor

By: 
Pat Finley, County Judge

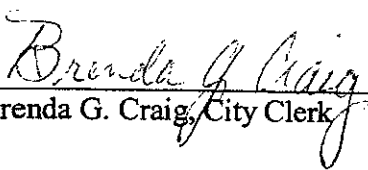

H.A. "Buster" Baldwin, Commissioner Pct. #1


William H. Williams, Commissioner Pct. #2

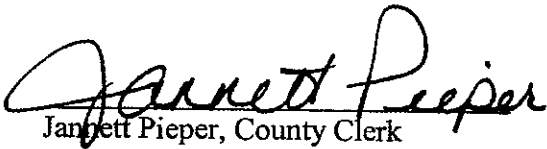

Jonathan Letz, Commissioner Pct. #3


Dave Nicholson, Commissioner Pct. #4

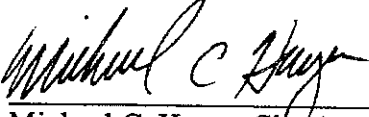
ATTEST:


Brenda G. Craig, City Clerk

ATTEST:


Jannett Pieper, County Clerk

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

APPROVED AS TO FORM:


David M. Motley, County Attorney

Frederick H. Vogt
263 Turkey Valley
Kerrville, Texas 78028
830-895-0856
fredvogt@ktc.com

20 April 2007

Dr. John Davis
Chairperson, Kerrville-Kerr County Joint Airport Board
City of Kerrville
800 Junction Highway
Kerrville, Texas 78028

Dear Chairman Davis:

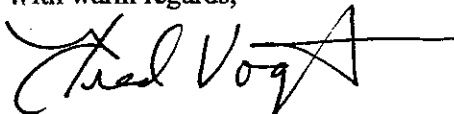
Please find the enclosed *Application for Consideration of Appointment* and a précis of my qualifications to support my appointment as a member of the Kerrville-Kerr County Joint Airport Board.

I have had a long and successful career in aviation. Since my retirement from the US Navy in 1994, I have served in the public and private sectors in positions working directly with airport boards and commissions on matters related to airport operations, management and funding. I continue to be in contact with both FAA and state aeronautics personnel who support airports such as Kerrville Municipal. Frankly, you will not find a more qualified person for this position.

I am new to this community. However, I know how to react to community needs quickly. This is my new life and final residence and I expect to contribute to our community. Adding my experience and enthusiasm to the other board members will greatly enhance the Board's effectiveness in making the airport an even greater asset to the greater Kerrville area business and general aviation communities.

Thank you for your consideration.

With warm regards,

A handwritten signature in black ink that reads "Fred Vogt". The signature is stylized with a large, sweeping initial "F" and a long horizontal line extending to the right.

Fred Vogt

Encl: City of Kerrville Application
Qualification Précis, Fred Vogt

City of Kerrville
Application for Consideration of Appointment

Name of Board/Commission/Committee: Kerrville - Kerr County Joint Airport Board

Name: VOGT FREDERICK HENRY

Home Address: 263 Turkey Valley 830-895-0856
(Last) (First) (Middle)
(Street) (Home Phone No.)

EMAIL Address: fredvogt@kcc.com

Mailing Address: 263 Turkey Valley Kerrville, TX 78028
(Business Phone /Fax)

Employer: NA
(Name/Address)

Occupation: NA

Are you a qualified voter in the city of Kerrville? Yes No

Do you live inside the city limits of Kerrville? * Yes No How Long? _____

So the council may know more about you, please complete the following:

Education: MA and BA plus course work on MBA

Volunteer Experience/Community Service: Schreiner University

School Board Chair & member - 4 years; Town Master Planning 2 yrs

Church Elder (many times, many committees)

Areas of Interests: Aviation, Public school education, outdoor activities
(bicycling, cross-country skiing, ranch land clearing)

Please specify membership on any other governmental board/commission/committee:
General Assembly Presbyterian Church 2006-2008

Please provide a brief narrative outlining your reasons for seeking appointment to a board/commission.

A desire that I can significantly contribute to the greater good
of Kerrville and Kerr County by volunteering my time, extensive
aviation background and my enthusiasm to the Airport Board

Frederick Vogt
Signature

20 APRIL 2007
Date

*Some boards/commissions/committees require members to reside within the city limits.
Please return completed form to the city clerk's office for processing, 800 Junction Highway, 257-8000. Your application will be kept on file for 12 months.
NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.
NOTE: The city council will receive only this page of information; no attachments will be retained or forwarded.

Qualifications in Support of Appointment to Kerrville-Kerr County Airport Board for Fred Vogt

Aviation Consultant / Aviation Business Development Director, airport design and engineering

Director of Aeronautics, Tennessee Department of Transportation; responsible for determining requirements and applying state and FAA funds to 76 airports

Regional Director & Congressional Liaison, National Association of State Aviation Officials

Federal Airport and Facility Director

Special Assistant to Federal Corporate Aviation Executive Director; responsible for managing requirements and funding for over 20 federal airports

Navy Captain (Retired)

Commanded: Fighter Squadron and Naval Air Station

"Air Boss" / Air Department Head on aircraft carrier

Navy Top Gun Pilot

Aviation Safety School graduate

FAA Commercial and Instrument, multi and single pilot certificate holder

Over 4,000 flight hours in domestic and international flight operations: General Aviation, King Air, C182; Military, multi-engine jet (single and multi-piloted)

Airport Master Planning: General Aviation, Commercial, Joint Use, and Military Airports

Town and County Airport Commissions and Boards, worked extensively with numerous General Aviation, Commercial, and Joint Use airport boards and commissions

Councils and Boards in local communities, churches, and universities; including town master planning and school board

Commissioner to Presbyterian Church (USA): Synod and General Assembly

Property owner in Tierra Linda since May 2006

Schreiner University, volunteer

References:

Dave Fulton, Director, Aviation Division, TxDOT (512-416-4501)

LaVerne Reid, FAA Manager, Airports Division, New England (781-238-7603)

Rusty Chapman, FAA Manager, Airports Division, Southern Region (404-305-6700)

Dick Ludders, VP, Aviation Services, Hoyle, Tanner & Associates (603-669-5555)