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4 KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD  
5 Regular Meeting  
6 Monday, March 21, 2011  
7 8:30 a.m.  
8 Airport Terminal Conference Room  
9 1877 Airport Loop Road  
10 Kerrville, Texas  
11

12 MEMBERS PRESENT: MEMBERS ABSENT:  
13 Fred Vogt, Vice-President Stephen King, President  
13 Tom Moser  
13 Mark Cowden  
14 Corey Walters

15 AIRPORT BOARD STAFF PRESENT:  
16 Bruce McKenzie, Airport Manager  
16 Laurie DeJohn-Ermey, Executive Assistant  
17 COUNTY STAFF PRESENT:  
18 Guy Overby, Commissioner Pct. 2  
18 Jonathan Letz, Commissioner Pct. 3  
19 Jeannie Hargis, Auditor

20 CITY STAFF PRESENT:  
20 Mike Erwin, Finance Director  
21

22 VISITORS:  
22 Ilse Bailey, Airport attorney  
23 Steve Drane

24  
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1 On Monday, March 21, 2011, at 8:30 a.m., a regular  
2 meeting of the Kerrville-Kerr County Joint Airport Board was  
3 held in the Airport Terminal Conference Room, Louis Schreiner  
4 Field, Kerrville, Texas, and the following proceedings were  
5 had in open session:

6 P R O C E E D I N G S

7 MR. VOGT: All right. I'm going to call the  
8 Kerrville/Kerr County Joint Airport Board to order. It's  
9 8:30. Mr. King will not be here. We have a quorum. As I  
10 look at the audience, I don't see anybody that's going to be  
11 speaking outside of what's on the agenda, so we'll move to  
12 the first item, monthly financials. Jeannie?

13 MS. HARGIS: Okey-doke. Go to the first page,  
14 which is the balance sheet for the main account. We had  
15 346,859.71 in cash. If we go to -- Page 3 is your income  
16 statement. Total amount of income for this month, 76,577.65.  
17 And then Page 4 --

18 MR. MOSER: Question on Page 3. T-hangar --  
19 T-hangar leases and things like that, it looks like it's low  
20 relative to where we should be, is it not? Or am I off by a  
21 month?

22 MS. HARGIS: Year-to-date, 16,000; 61 percent, five  
23 months. It's probably about right.

24 MR. MOSER: No, five months is correct. You're  
25 correct, yeah. Yep. Thanks.

1 MS. HARGIS: Okay. Second page -- Page 4,  
2 actually, is your salaries for the month, 17,664.07. Page 5  
3 and Page 6 are your expenses for the month, totaling four  
4 thousand -- well, that's not the total. Actually, the total  
5 is on Page 7. It will be 54,033.74. That's the operating  
6 account. There is an entry that I made -- I don't think it  
7 hit this month; we did it in March. When the City sent us  
8 the original check, they sent us a little bit more than they  
9 should have, but in the meantime, we've gotten revenue from  
10 -- that went to them through the month of March. So, having  
11 to book that revenue, it's kind of a little strange way, and  
12 then paying them back, it's a net result. We actually owed  
13 them about \$1,300 at the end, but we collected some revenue  
14 in between, so the net effect of it is we owe the city 800 --  
15 \$783. So, we'll be -- you'll be seeing that go through.

16 MR. VOGT: That's not just a rounding error that

17 Mike could just let us go on? No.

18 MS. HARGIS: I tried. I tried. He's pretty much a  
19 stickler for his money back.

20 MR. VOGT: He's a stickler.

21 MR. COWDEN: On that same page, --

22 MS. HARGIS: Page 7?

23 MR. COWDEN: -- 7, there's a bracket around

24 613,000. Doesn't encumber the balance, does it?

25 MS. HARGIS: That's the budget amount. I'll have

1 to check that. I can't tell you right off the bat why that's  
2 got a negative. It shouldn't. But our budget right there is  
3 showing that 936, so that's wrong. So, there's probably  
4 something adding across wrong. We had this built -- we've  
5 had a couple of errors that showed up. Incode had to build  
6 this one for us, 'cause we didn't have the format. Let me  
7 check on that, and I'll get that fixed.

8 MR. COWDEN: Okay.

9 MR. VOGT: So that's what a banker is here for.

10 MS. HARGIS: That's good. That's good.

11 MR. MOSER: To catch those bracket things.  
12 MR. COWDEN: Brackets are bad.  
13 MR. MCKENZIE: Not good.  
14 MS. HARGIS: The airport capital, we had 267,149.  
15 MR. VOGT: What page are you on, Jeannie?  
16 MS. HARGIS: I'm on Page 8.  
17 MR. VOGT: Okay.  
18 MS. HARGIS: Page 9, year-to-date revenue,  
19 73,220.40. We did not, of course, collect anything in --  
20 interest income doesn't show up until the beginning of March,  
21 because we don't get it posted from the Treasurer's office.  
22 So, basically -- and then on Page 11, year-to-date, it's  
23 73,220.40. On the -- then on Page 3 and 4 of that, the last  
24 page being -- I guess I've got two Page 3's and 4's.  
25 MR. MOSER: Page 12 at the bottom.

1 MS. HARGIS: My Page 12 is missing.  
2 MR. MOSER: Uh-oh.  
3 MS. HARGIS: This Page 12 -- 12 I have. I thought  
4 I had another one on the --  
5 MR. MCKENZIE: Oh.  
6 MS. HARGIS: I've changed this Page 12 a little  
7 bit. We still had the RAMP grants from '08-'09 and '09-'10,  
8 and we basically took those off and we're only showing the  
9 current year RAMP grant. We did receive the request for the  
10 final payment on the water line last week, and it's not  
11 reflected in the 132, but I do have a note in here to you  
12 that once we do pay that out, there should be the 65,000 left  
13 for -- to split. Now, I did get a change order, and I want  
14 to check and make sure there's no other change orders  
15 involved, but once we get through with that water line, we  
16 should have 65,000 left, and then we'll split -- we'll split  
17 that amount of money between the City and the County. That  
18 money is purely our contributions, and there's no F.A.A.  
19 money in that one. The RAMP grant money is your -- as you  
20 recall, the City left their \$75,000 in the bank, so we just  
21 moved that up to show. And then we're probably going to take  
22 a credit against our share of the 65 and put that back in for

23 our share. And then the master plan, we do still have a  
24 negative of 2,450 there, because we went over. And as you  
25 can see, we have two other negatives in the shortfall of both

1 the RAMP grants, and I was wondering if you want me to, like,  
2 transfer some of that from contingency over so we can close  
3 that out, so we don't have those negatives any more, or how  
4 would you like for me to handle it?

5 MR. VOGT: This 2,450 was the added money that was  
6 put in to do the -- some of the things we wanted to do,  
7 right?

8 MR. McKENZIE: Yes, sir.

9 MR. VOGT: So is this just our -- this is just our  
10 10 percent?

11 MR. McKENZIE: It's our --

12 MR. COWDEN: 17.5, or -- or 19, whatever.

13 Nineteen.

14 MR. VOGT: The added money is part of our --  
15 MR. McKENZIE: It's our part, yes, sir. And the  
16 other \$100,000 that was going to be spent, though, TexDOT's  
17 picking that up, because they're -- it went over.

18 MR. VOGT: This slope analysis?

19 MR. McKENZIE: Yes, sir.

20 MR. VOGT: Okay. So --

21 MR. COWDEN: I think --

22 MS. HARGIS: If we just transfer money over from  
23 47, we'll just clear those negatives up, and you're just  
24 swapping money from one spot to the other. It's just a  
25 little easier for us to keep up with. I think it's a little

1 confusing to have those on there. But all three of those ran  
2 over just a little bit. We probably should have cleared it  
3 up at the end of the year, but changing guard here. So, I  
4 just think that would be better, so if you don't mind, I'm  
5 going to do that next.

6 MR. VOGT: Mike, are you -- are you all right with  
7 that?

8 MR. ERWIN: Yeah.  
9 MR. VOGT: That's financial talk mostly, so --  
10 MR. ERWIN: Yes. Yeah, that's -- that's great.  
11 MR. VOGT: Okay.  
12 MS. HARGIS: Okay.  
13 MR. VOGT: We'll make that part of -- when we  
14 approve the financial, that will be part of what we're  
15 approving, the transfer of those dollars in to clear that  
16 negative 2,450.

17 MR. MOSER: Do we have, Bruce, something that shows  
18 the capital improvement projects, total amount? That's  
19 TexDOT, F.A.A. funds --  
20 MR. McKENZIE: I can certainly get you a  
21 spreadsheet on that.

22 MR. MOSER: Yeah. This is just City/County  
23 contributions.

24 MR. McKENZIE: Sure. You want to see both sides of  
25 it.

1 MR. MOSER: Yeah, I think so.  
2 MR. McKENZIE: Okay.  
3 MR. MOSER: Yeah, I think that would be good.  
4 MS. HARGIS: Yeah, I'm sure we can pull that out.  
5 MR. MOSER: Okay, good deal. Thank you.  
6 MR. VOGT: Mike?  
7 MR. ERWIN: Yeah, I -- I've talked to the County  
8 Auditor about this before, and I sent an e-mail to Bruce and  
9 to Stephen King. March 31st is the deadline that audits are  
10 due -- that our audit is due to our regulatory -- to our  
11 licensing groups. And the only thing we're lacking right now  
12 is the airport's audit. We've got everything else wrapped  
13 up. And I just wanted to bring that to the Airport Board's  
14 attention, that we are in need of that audit within the next  
15 few days. We've gotten all the rest of our information in  
16 from our auditors. Since it's a joint venture, we have to  
17 report that also.  
18 MR. COWDEN: We -- what's the firm's name?  
19 MS. HARGIS: Neffendorf.

20 MR. COWDEN: Neffendorf.

21 MS. HARGIS: We are waiting on this audit. It's  
22 just kind of a new type of a deal, and it's not ready, and  
23 I'm not sure it's going to be ready by March 31. They're  
24 working as fast as they can. So, you know --

25 MR. VOGT: Is this the first year they've done it?

10

1 MS. HARGIS: It's the first year they've done it,  
2 and this has -- this is the first year you've had an audit  
3 all on your own, so the assets have to be moved over.  
4 There's more of a check and balance situation. He has to  
5 work with the prior auditor and bring all that forward, so  
6 it's a little more difficult than it would be the second  
7 year, 'cause you have -- but you don't have a balance sheet  
8 on this at all, and so he has to create the balance sheet  
9 side, the all the assets and -- you know, the income  
10 statement side is fairly simple. It's the -- it's the  
11 balance sheet side, because it's the first year you've really  
12 had your own audit.

13 MR. VOGT: Can we give Mike some sense when it will  
14 be done? Or can you do that within the next couple days,  
15 give him a sense? Or do you already know that it's not going  
16 to be done --

17 MS. HARGIS: I'm pretty sure --

18 MR. VOGT: -- before the end of the month? When  
19 would it be done?

20 MS. HARGIS: I don't know right now. They have not  
21 replied to me.

22 MR. COWDEN: Should we call them and --

23 MS. HARGIS: I have, and I've e-mailed them. And  
24 we have waited -- as Mike knows, we waited last year two and  
25 a half months for their auditor to get through with the

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1 airport, as well as we waited the year before. It's -- it's  
2 just one of those things. Theirs is on time this year, and  
3 I'm glad for them, but ours is not. And, unfortunately,  
4 everybody in the world has a 9/30 year end, and there's not

5 that many governmental auditors out there, so you just  
6 have -- you know, but I am irritating them on a daily basis.  
7 (Laughter.) Either contacting them --  
8 MR. VOGT: I'm sure you are. Mike, are you -- so  
9 you understand the problem. And I don't know; does someone  
10 get a stake in the heart the middle of April if you don't get  
11 it in? Or what's the -- what's the --  
12 MR. ERWIN: Potentially, yes. In fact, there's --  
13 'cause since we have a landfill, we have to do a disclosure  
14 -- a financial disclosure to T.C.E.Q. And if you've kept up  
15 with the papers, if you -- about a month or so ago, Leander  
16 had been late on their financial filings with T.C.E.Q., and  
17 ended up being fined for that. So --

18 MR. VOGT: What did you do last year when it was  
19 late?

20 MR. ERWIN: Last year I stayed after the auditor  
21 and got it back. But, you know, the way I look at that is,  
22 we didn't deliver last year, so y'all changed hired hands.  
23 Which, in some ways, rightfully so. If we didn't deliver,  
24 you should have changed the people who were doing it for you.  
25 And --

12

1 MR. VOGT: You mean -- okay. You said "hired  
2 hands."

3 MR. ERWIN: The City was responsible last year. We  
4 didn't get it done. You changed --

5 MR. COWDEN: New auditor this year.

6 MR. VOGT: Right.

7 MR. ERWIN: So --

8 MR. VOGT: You didn't fire the last auditor. I  
9 thought your implication was you fired your auditor 'cause he  
10 wasn't on time.

11 MR. MOSER: No.

12 MR. VOGT: We fired you.

13 MR. ERWIN: Yes.

14 MR. VOGT: No, I don't mean that in a funny way,  
15 but --

16 MR. ERWIN: Yes. And so if it's not done this

17 year...

18 MR. MOSER: Changing auditors didn't help, is what  
19 he's saying.

20 MR. VOGT: Yeah.

21 MR. MOSER: Didn't help.

22 MR. VOGT: Well --

23 MS. HARGIS: But they're aware of that. And --

24 and, unfortunately, you can only push them so hard.

25 MR. VOGT: So you have, as we say, the ropes as

13

1 tight as you can get it right now?

2 MR. MOSER: So, nothing in the agreement with them  
3 says if you don't supply the audit results by a certain  
4 date --

5 MS. HARGIS: And even if you do, a lot of times,  
6 you know, they just -- they'll come up with -- and the  
7 communication between the two auditors didn't really start  
8 until December. You've got about a 45-day closeout period.

9 You know, even though September 30th is year end, you've got  
10 payables that are done in the month of October. You guys all  
11 know that. So we got -- we didn't get a letter of  
12 communication with the two of them till the end of November,  
13 and so by the time you started in December, you figure an  
14 audit's going to take 90 to 120 days. That's really pretty  
15 much where we're at. So, I'll talk to him today. I sent him  
16 an e-mail and told him that, and -- on Friday. Now, I can  
17 stand on my head, but it's pretty much all I can do.

18 MR. VOGT: You're the contractor, so we're just  
19 kind of on the end of the --

20 MS. HARGIS: Actually, you're the contractor in  
21 this particular one.

22 MR. VOGT: The Airport Board is, but we have  
23 contracted with you for those services.

24 MS. HARGIS: Right.

25 MR. VOGT: To provide them. So, if you don't mind,

14

1 Jeannie, just call them up and say, "We had a board meeting

2 today, and they're very concerned that the audit's not going  
3 to be in on time." We need to do due diligence to make sure  
4 it's not -- it's done as -- as complete and accurately and as  
5 quick as you can.

6 MS. HARGIS: I will.

7 MR. MOSER: So, is there anything else that we need  
8 to do as a board?

9 MR. VOGT: I think we --

10 MS. HARGIS: I think it's pretty much all you --

11 MR. VOGT: That's probably it.

12 MR. WALTERS: All we can do.

13 MR. VOGT: Well, we're -- we're asking you to do  
14 it. I mean, you hold the contract for us, and we appreciate  
15 that. Okay. Do I hear a motion to accept the financials as  
16 modified by the -- by the presentation with respect to moving  
17 dollars around on that 2,450 --

18 MR. MOSER: And the explanations for Mark's  
19 question.

20 MR. COWDEN: Yes. So moved.

21 MR. VOGT: All right.

22 MR. MOSER: Second.

23 MR. VOGT: Any other further discussion? Hearing  
24 none, all in favor, say "Aye."

25 (The motion carried by unanimous vote, 4-0.)

15

1 MR. VOGT: Thank you. All right, interlocal  
2 agreement. This is -- as you're aware, the City and the  
3 County, it's their interlocal agreement under discussion now,  
4 to make certain changes to it. A number of us were at the --  
5 at a joint meeting with the Council and the Commissioners  
6 Court, there to listen and comment. I think it was last  
7 month.

8 MR. MOSER: Mm-hmm.

9 MR. VOGT: On changes that were coming up with  
10 respect to the airport. So, we're at that point now, and I  
11 -- I know, Counsel Bailey, you've put this on the agenda.  
12 Did you want to bring something up with regard to that?

13 MS. BAILEY: Yes. Of course, I don't think we

14 really have any official input on the contract between the  
15 City and the County, because we're not parties to it. We  
16 just operate pursuant to that agreement. And that -- I  
17 understand there's been a draft proposed by the County back  
18 to the City based on the information that was provided in  
19 that meeting, and I've reviewed that and made some comments  
20 to Mike Hayes to address. But what I really wanted to talk  
21 about was the agreement that we do have some input into,  
22 which is the agreement between us and our contractor, which  
23 is, this year right now, the County. Just because I don't  
24 want to get into a situation like we just talked about with  
25 Jeannie, where we're right at the last minute trying to get

16

1 things done. This contract doesn't expire until September,  
2 so what I'd like for you all to do is take a look at it and  
3 make sure if there are any changes that we need to make, that  
4 we get that on board and discussed before September so that  
5 we can get the contract approved here, approved there, and in  
6 place by September. There -- I have a couple of concerns  
7 about it. In particular, I'm not really sure there's a good  
8 way to fix -- or address this, but just so you're all aware  
9 of it, on Page 2 of that contract -- and I think it's  
10 connected to your agenda. Does everybody have a copy?

11 MR. MCKENZIE: Mm-hmm.

12 MS. BAILEY: The whole Paragraph Number 4 on  
13 dedicated employees has a number of provisions that  
14 specifically give the -- even though these employees are Kerr  
15 County employees -- are supposed to be Kerr County employees,  
16 most of the language in that paragraph makes them our  
17 employees for certain purposes. And the only reason that  
18 would give me any concern is that who your employee is or who  
19 the employee belongs to then results in who's required to  
20 keep worker's compensation and other kinds of issues like  
21 that.

22 MR. MOSER: But it's -- but they're clearly not our  
23 employees. They're just directed by --

24 MS. BAILEY: Well, that's the thing. As an  
25 agreement, certainly, they're paid through Kerr County, and

1 we all made an agreement that they're not our employees. But  
2 the I.R.S. looks at 20 factors to determine who someone's  
3 employee actually is, and according to the way we've defined  
4 this, they're really our employees. And so I -- I don't know  
5 what difference -- there are a lot of -- there are a lot of  
6 differences that could make -- and, you know, you sort of  
7 imagine contingencies. You see what I mean? If not for the  
8 fact that it's Kerr County that we're dealing with, if it was  
9 another private entity, we might worry because they -- if  
10 they didn't provide, say, worker's compensation and one of  
11 them got injured by, you know, an airplane out here or  
12 something and they made a claim, they could come back and  
13 claim against us.

14 MR. MOSER: I see what you're saying.

15 MS. BAILEY: But I think as long as we provide in  
16 our contract on renewal that Kerr County agrees to be  
17 financially responsible for anything that would arise under  
18 those circumstances, I think we'll be okay. I just want you  
19 to be alert to the fact that these --

20 MR. MOSER: I see. So, it's an I.R.S.

21 interpretation.

22 MS. BAILEY: Yes. See, I've got here the I.R.S. 20  
23 factors test on whether or not someone's an employee or an  
24 independent contractor. It's called the "right to control"  
25 test, because every factor is designed to evaluate who

1 controls and how the work is performed. And, for instance,  
2 it says -- the 20 factors used to evaluate the right to  
3 control validity of independent contractor classifications  
4 includes the level of instruction, amount of training, degree  
5 of business integration -- let's see -- control assistants,  
6 and then it describes each one. For instance, continuing  
7 relationship. Continuous relationship between the company  
8 and the worker indicates a possible employment relationship.  
9 Certainly, you know, we're -- level of instruction, demands  
10 for full-time work. Full-time work gives the company control

11 over most of the person's time, which supports a finding of  
12 an employee relationship. Method of payment; hourly, weekly,  
13 or monthly pay.

14 MR. MOSER: So, what you're doing is saying put  
15 some words in here that make it so that we're not liable in  
16 case somebody comes back.

17 MS. BAILEY: Right.

18 MR. MOSER: Cool.

19 MR. VOGT: The reality of it is, though, that we  
20 are liable, right?

21 MS. BAILEY: We would be. So, --

22 MR. VOGT: Everybody would be liable.

23 MS. BAILEY: I don't know if that means we need to  
24 budget for some worker's compensation insurance.

25 MR. VOGT: Well, the other thing is the reserve we

19

1 have to have for -- for salaries. You know, we have to  
2 put --

3 MS. BAILEY: Well, as long as the County has  
4 contractually agreed to make that reserve instead of us, I  
5 mean, I think we're okay. But we just have to give some  
6 thought to it, and I think the way it exists now, it -- it

7 leaves us open for -- for --

8 MR. COWDEN: There's 12,000 in worker's comp  
9 budget.

10 MS. BAILEY: Do we have insurance, though?

11 MR. MCKENZIE: No.

12 COMMISSIONER LETZ: Let me -- I just have a general  
13 question. I don't disagree with what you're saying, but I'm  
14 thinking -- 'cause we're taking a real hard look at  
15 county-wide employees, so this is why it's fresh on my mind.

16 We have an employee at D.P.S., exact same situation. We have  
17 employees in the 198th District Court, 216th District Court,  
18 D.A.'s office. So I think this isn't -- I'm not saying it's  
19 not an issue. I'm saying that this is -- the same issue  
20 exists with a slough of other departments that the County  
21 works with.

22 MS. BAILEY: I think you're right.

23 COMMISSIONER LETZ: I'd be interested -- I mean, I  
24 think it's an interesting point. But I'm -- we've got a lot  
25 of -- you know, we have D.A.'s and judges that are -- that

20

1 are in the same situation as the Airport Board. And I would  
2 think that this would have come up somehow as a -- whether  
3 this is an issue or not. And I think that -- you know, I'll  
4 ask Rob to look at it also, because I think it's a -- I  
5 understand from a -- I mean, I'm an employer, and I  
6 understand all that. And you're -- what you're saying is  
7 correct, but I wonder if that same set of rules applies in  
8 this situation, and I just don't know. But I think it's an  
9 interesting point, because we have lots of employees -- lots  
10 of people that we provide services and salaries for that are  
11 in the same situation.

12 MS. BAILEY: I think you're right. I mean, I don't  
13 have an answer for it. I'm just saying we need to be aware  
14 of it and -- and, number one, you know, I'm only representing  
15 these guys.

16 COMMISSIONER LETZ: Right.

17 MS. BAILEY: Number two, though, I think that just  
18 by the nature of the work that's done out here, I think our  
19 employees have a lot more potential for, you know, an  
20 airplane falling on them or getting burned by some piece of  
21 equipment, whereas, you know, working in the D.A.'s office  
22 doesn't really have that -- those kind of --

23 COMMISSIONER LETZ: You never can tell.

24 MR. HENNEKE: We're talking about different kinds  
25 of liability. We're talking about tax liabilities with the

21

1 I.R.S., but I.R.S. isn't going to hit two different entities  
2 with double taxation. If you think about hiring a temp  
3 company to have a secretary as a temp in your office, yeah,  
4 you're supervising that person, you're directing their work,  
5 but they work for the temp company. You know, as far as  
6 we're talking about payroll taxes or I.R.S. liability, you  
7 know, that's one thing. It's a different thing if we're

8 talking about worker's comp or employment liability or stuff  
9 like that. Which, yeah, if somebody gets hurt out here, you  
10 know, we've got worker's comp coverage for them for that  
11 exact reason, and they're part of the -- the group of folks  
12 that are covered. But --

13 MR. VOGT: When an employee gets hurt and is  
14 covered under workmen's comp, which is -- clearly, they would  
15 be out here -- I guess I already know the answer to this.  
16 Just -- well, we have two lawyers here. You can still be  
17 sued. There would be a liability issue in addition to the  
18 compensation for any hurt, damage, or whatever occurred on  
19 the job, but you still could be sued if you didn't do due  
20 diligence as the -- as the owner. And we're not the owners  
21 of this airport. The City and the County are both owners of  
22 the airport. I'm not looking for immunity on this thing for  
23 the board's perspective, because I imagine in a lawsuit -- a  
24 liability lawsuit or wrongful injury or death, it -- we would  
25 all be -- City, County, Board, anybody that knows whether

22

1 "airport" is one word or two would be being sued in this  
2 case. So, we never escape it, Rob, is really what I'm  
3 saying. I know that.

4 MR. HENNEKE: By virtue of having people out here  
5 working at the airport, you know, there's -- there's going to  
6 be, you know, issues arising from that. Otherwise, you can't  
7 have people working out here.

8 MR. VOGT: Right.

9 MR. HENNEKE: But as far as the worker's comp  
10 coverage is talking, we've got all of that covered. As  
11 they're set up right now, it's Kerr County employees.

12 MS. BAILEY: I don't know that -- the tax is really  
13 not an issue. It's just that those are factors that --  
14 that --

15 MR. VOGT: Okay.

16 MS. BAILEY: And as I said, really, I just put this  
17 on here to alert you to the fact that we really need to look  
18 at it, and if there are any issues we need to address, we  
19 need to --

20 MR. VOGT: Okay.

21 MS. BAILEY: -- talk about those before September.

22 Preferably by, you know, July or August, so we're completely  
23 up to speed in September when it renews.

24 MR. VOGT: All right, so noted. I don't believe  
25 there's any action for this.

23

1 MS. BAILEY: No action.

2 MR. VOGT: 2C, declared distances, Runway 12/30.

3 Just as background information, the last time the consultant  
4 was here, and Michelle Hannah from TexDOT Aviation Division  
5 was here, we asked them to look at the declared distances,  
6 hoping to pick up some of the efficiency we had in our runway  
7 safety areas, and they all went into different separate  
8 huddles and decided. The consultants, doing what we asked  
9 them to do, came back with -- with some options for us, which  
10 TexDOT -- you know, since they're -- it affects more than  
11 just repainting lines; it affects approaches and everything  
12 else. They're -- the way I understand it, they're looking at  
13 the issue right now. But I don't -- but, Bruce, you have  
14 more -- or current information on that?

15 MR. McKENZIE: I spoke to Michelle Thursday  
16 afternoon, and they're in the throes right now of doing their  
17 air space analysis on 12, and that's all germane to Part 77,  
18 which is obstructions in the F.A.A. regs. And mid-to late  
19 summer, we should have an answer to that, and the outcome of  
20 that could very possibly be us gaining another 400 feet on  
21 12, meaning we would move our displaced threshold, blast that  
22 one off, restripe it to the 300-foot mark, which would be a  
23 great thing. And we won't know that till they get through  
24 with their analysis, and they're -- like I say, they're  
25 working on it now. And I spoke to her Thursday, and so

24

1 that's where they are. And she -- her professional opinion  
2 was that she thought that this would come to fruition. She  
3 said it looks like it's going to happen, but we've got to  
4 finish the analysis.

5 MR. VOGT: That's very good news, but 400 feet is  
6 400 feet. I think that'll make a big difference with  
7 commercial operators and takeoff weights and such.

8 MR. McKENZIE: Huge.

9 MR. VOGT: All right, good.

10 MR. WALTERS: Who's responsible for cutting the  
11 trees?

12 MR. McKENZIE: We are.

13 MR. WALTERS: We are?

14 MR. McKENZIE: Yes, sir. And we own that property,  
15 Corey, all that back there.

16 MR. WALTERS: Okay.

17 MR. VOGT: Did you ever clear that issue up? The  
18 property over there with --

19 MR. McKENZIE: We own it. TexDOT bought it.

20 MR. VOGT: Does Kevin understand that?

21 MR. McKENZIE: I don't know if the City does, but  
22 Austin tells me that we own it. They bought it for us;  
23 that's what they say. And Scott was in my office and told me  
24 the same thing. He said, "I bought all that property."

25 MR. VOGT: Okay.

25

1 MR. McKENZIE: For that specific purpose, for the  
2 runway safety area.

3 MR. WALTERS: Good.

4 MR. McKENZIE: He said, "There was an issue out  
5 there, so we bought both sides of the road." And they did.  
6 I've got a picture of it if you want to see it.

7 MR. COWDEN: Ought to be a deed and a plat.

8 MR. McKENZIE: It's all -- Scott --

9 COMMISSIONER OVERBY: Is that the property on the  
10 other side of Mooney Road?

11 MR. McKENZIE: Other side of Mooney Road.

12 COMMISSIONER OVERBY: You bought it from KEDF in  
13 2005 for 37,000.

14 MR. McKENZIE: Part of it's there, about eight or  
15 nine little blocks. But Scott acquired all of -- Scott Bryan  
16 acquired all of it.

17 COMMISSIONER OVERBY: Yes.  
18 MR. MCKENZIE: He had to put it in somebody's name,  
19 so he put it in City of Kerrville's name, not the County's  
20 and not Airport Board, because the Airport Board didn't exist  
21 then, but it was all acquired.

22 MR. VOGT: Would you call Kevin and make sure -- he  
23 was here at the last -- or last month when we were discussing  
24 airport zoning, and he -- his eyebrows kind of went straight  
25 vertical on it. So, just call him up and see if he --

26

1 MR. MCKENZIE: Okay.  
2 MR. VOGT: That's just closing the loop on this  
3 thing.

4 MR. MCKENZIE: Got you. I will do it.  
5 MR. VOGT: If he doesn't, we need to get him in  
6 touch with TexDOT, 'cause it's federal money, I'm sure.  
7 MR. MCKENZIE: I understand. And back to your  
8 question, again, if I might, those trees continue to do this.  
9 You see it every day. What I've thought about doing, not  
10 this year, maybe not next year, but perhaps the next year, is  
11 take some RAMP grant money and clear part of that back there.

12 MR. WALTERS: I think that would be a great idea.  
13 MR. MCKENZIE: And that way, we've eliminated the  
14 problem totally, because that is eligible. We can clear that  
15 with the RAMP grant funds, to my knowledge.

16 MR. VOGT: You mean cut them down?  
17 MR. MCKENZIE: Yes, sir, clear that property. And  
18 that would -- back to your point, that would clear it out;  
19 we're done with it.

20 MR. VOGT: No golden-cheeked warblers in there, are  
21 there?

22 COMMISSIONER OVERBY: No.  
23 MR. MCKENZIE: No?  
24 MR. COWDEN: He checked it out.  
25 COMMISSIONER OVERBY: I've been over there so many

27

1 times. That was --

2 COMMISSIONER LETZ: When that was acquired, do you  
3 know, was the airport fence changed to include it? And if  
4 not, that probably should take place too.

5 MR. MCKENZIE: If it -- what was changed?

6 COMMISSIONER LETZ: Airport fence. Not really the  
7 fence; the -- the airport property, the designation of it.

8 Was it --

9 MR. MCKENZIE: No, because we --

10 COMMISSIONER LETZ: -- ever changed to include that  
11 land?

12 MR. MCKENZIE: -- we don't need a fence.

13 COMMISSIONER LETZ: I don't mean a real fence. I  
14 mean, is it part of the -- is it part of the airport?

15 MR. MCKENZIE: I don't know.

16 COMMISSIONER LETZ: Or if it was just deeded to the  
17 City, it's just property the City owns. If it's part of the  
18 airport, it really needs to be clear that that's part of the  
19 airport, and the -- when you draw the boundary of the  
20 airport, it needs to be in that boundary.

21 MR. MCKENZIE: And that's true, because Scott Bryan  
22 explained to it me; he bought that specifically for the  
23 airport, to keep anybody from any problems out there.

24 MR. VOGT: The answer to that question, it has to  
25 be part of the airport, 'cause you used federal money to buy

1 it.

2 COMMISSIONER LETZ: Right.

3 MR. VOGT: So the consultant needs to know when you  
4 clear --

5 MR. MCKENZIE: He's already -- we've already got  
6 it. Perry's got it.

7 MR. VOGT: It's going to appear on that new Airport  
8 Layout Plan as airport-owned property.

9 COMMISSIONER LETZ: What I'm thinking is more with  
10 the City; it needs to be part of the airport's -- part of the  
11 city limits, so the City needs to then annex -- I'm not part  
12 of the City, but I would think the City would need to annex  
13 that into the -- the city, and then it needs to -- part of

14 that, half of it would have to be deeded to the County. I  
15 mean, it seems like Step A took place, but B and C just never  
16 have been accomplished, and I think we just need to research  
17 it from a City/County standpoint to make sure.

18 COMMISSIONER OVERBY: It was purchased in the  
19 fourth quarter of '04. Ron Patterson was still here.

20 COMMISSIONER LETZ: There was also a house across  
21 the street that was bought, as I recall.

22 MR. MCKENZIE: That's correct, the house is in it.  
23 That's why it's still vacant.

24 MR. VOGT: All right. Well, then -- then let's  
25 bring this back up and put it on the next board agenda. If

29

1 we can get -- if you can get some kind of definitive answer.  
2 You may not be able to get it, only because I'm wondering  
3 about Council meetings and Commissioners Court meetings, that  
4 we have to go through that.

5 MR. MCKENZIE: Okay, sure.

6 COMMISSIONER LETZ: But it was bought by federal  
7 money, so --

8 (Multiple people speaking.)

9 THE REPORTER: One at a time, please.

10 MR. MOSER: That's not going to work, one at a  
11 time.

12 MR. VOGT: Yeah, but she can't --

13 MR. MOSER: We don't have to have it exact.

14 MR. VOGT: So, Bruce, we'll ask our two owners if  
15 that's an issue. I don't think it'll be an issue, because,  
16 again, F.A.A. expects that since they're owners, that that's  
17 part of the airport. And we need to tell the consultants to  
18 include that.

19 MR. MCKENZIE: It is. I've already done it.

20 That's going to be in the master plan.

21 MR. MOSER: Question on that house. It's just  
22 sitting there vacant?

23 MR. MCKENZIE: To my knowledge, it's still vacant,  
24 yes, sir.

25 MR. COWDEN: Do we need to tear it down, or --

1 MR. MOSER: Is there any -- yeah, the next  
2 question, is there anything that can be done to it? For it?

3 Rent it?

4 MR. MCKENZIE: We certainly don't want anybody in  
5 it, 'cause it's right underneath the runway. So -- I mean,  
6 the landing area.

7 MR. WALTERS: Have to tear it down. I mean, I  
8 think it's an excellent idea to clear that property from the  
9 safety point of view. I mean, you could literally save  
10 somebody's life if they landed short of the runway by  
11 clearing that property.

12 MR. MCKENZIE: I concur. That's been in my thought  
13 process, next couple of years. I've got some other grant  
14 things I want to do with grant money.

15 MR. MOSER: Make that part of the master plan  
16 actions.

17 MR. MCKENZIE: We can do that.

18 MR. MOSER: That's what master plans are about,  
19 right?

20 MR. VOGT: Have them note that property as -- the  
21 thing is, it doesn't meet F.A.A. -- it meets F.A.A.'s  
22 requirements; the house is not inhabited.

23 MR. MCKENZIE: We passed the inspection.

24 MR. VOGT: Yeah. The trees are below the slope.  
25 But -- but kick that around with the consultant, because it

1 would add more leverage -- like Corey said, add more leverage  
2 to clearing that, but we're not going to be able to hang our  
3 hat on safety. And the cost of that thing, of clearing that,  
4 probably won't be F.A.A. eligible. That'll be a --

5 MR. MOSER: But it still ought to be in the plan.

6 MR. VOGT: Sure. No, I agree. I agree.

7 MR. MCKENZIE: That's good. That's my plan, next  
8 couple years.

9 MR. WALTERS: Good plan.

10 MR. VOGT: All right.

11 MR. MOSER: Speaking of master plan...  
12 MR. VOGT: No action on that. 2D, Airport Board  
13 members terms of office. We have two. We're -- both the  
14 president and the vice president are up for reassignment --  
15 reassignment? Reappointment.

16 MS. HARGIS: Reappointment.  
17 MR. VOGT: I believe you spoke to Mr. King, and he  
18 is going to stay on.

19 MR. McKENZIE: That's correct.  
20 MR. VOGT: I am not staying on. I'm leaving the  
21 board. I've been here four years. I thought it was a  
22 three-year deal, but it turned out for four when we changed  
23 the agreement. But I'm going to go off the board on 1 June,  
24 I guess, so the board needs to consider -- not consider. The  
25 board -- we need a five-person board, and we could go quickly

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1 if you approve that to -- to bring in another board member.  
2 Go advertise for a board member, do whatever we have to do  
3 with respect to getting another board member.

4 MR. MOSER: What do we have to do? We have to post  
5 it.

6 MR. McKENZIE: Yes, sir, we have to post it. Last  
7 time we advertised it, Tom, in the paper. We started at that  
8 point, and then the board chose the ones they wanted to  
9 interview, and then we went from there.

10 MR. MOSER: We had a lot of good applicants.

11 MS. BAILEY: The contract says that the board  
12 recommends to the County and the City names of proposed  
13 members at least 60 days prior to the end of the place's term  
14 end. So, we need to --

15 MR. WALTERS: That's in a week.

16 MR. VOGT: Well, no -- well, you're getting  
17 notification today --

18 MR. McKENZIE: Notification now.

19 MR. VOGT: -- that Mr. King's staying and  
20 Mr. Vogt's leaving, so that's notification.

21 MR. McKENZIE: That's how I interpreted it.

22 MR. VOGT: We're going to vote on that, Ilse.

23 MS. BAILEY: Submit the names of each party at

24 least 60 days prior.

25 MR. VOGT: We're not going to make that.

33

1 MR. McKENZIE: Last year we did it --

2 MS. BAILEY: Like the audit, you know. Get it as

3 quick as we can.

4 MR. VOGT: We worked with three members for quite a

5 while.

6 MR. McKENZIE: Yes, we did.

7 MR. VOGT: Talking to each other in church.

8 MR. McKENZIE: That's a good point.

9 MR. VOGT: All right. But -- well, we -- you know,

10 we're stuck with the fact that we're not going to make the 60

11 days to find somebody, to get it approved, 'cause that person

12 needs to be approved by the County and City.

13 MR. MOSER: Unless somebody stayed on till July. . .

14 (Laughter.)

15 MR. VOGT: No, I don't -- no, 'cause that -- I

16 don't mind staying on till July. I just think that --

17 MR. McKENZIE: That alleviates the problem, then.

18 MR. MOSER: Yeah, that eliminates the problem.

19 MR. VOGT: Can I give notice that I'm not going to

20 go for two more years, but stay on till July?

21 MS. BAILEY: Mm-hmm.

22 MR. VOGT: Okay.

23 MS. BAILEY: What you can do is, you're signing on

24 for another two years, with the understanding that you're

25 going to leave and that somebody else is going to take your

34

1 place. I mean, it's a term. The term is a two-year term,

2 but then that doesn't mean you have to stay for two years.

3 Do you trust us? (Laughter.)

4 MR. VOGT: Well, no, that's -- (Laughter.)

5 MS. BAILEY: It may take us a while to find a

6 candidate.

7 MR. McKENZIE: May take us two years.

8 MR. VOGT: All right. I -- well, I'll accept that.

9 That's fine. I don't -- we'll keep the five-man board till

10 July, but that doesn't stop us from acting on getting a

11 replacement.

12 MR. MOSER: Yeah.

13 MR. VOGT: Start the advertising and interviews.

14 MR. McKENZIE: Is that the direction?

15 MR. VOGT: So I'll need a motion for that, that we

16 accept the -- we accept Steve and I, understanding that

17 Fred's leaving and he'll stay on till July while we're

18 pursuing getting another person on here.

19 MR. MOSER: You just made a motion.

20 MR. VOGT: I know. I don't know if I can do it

21 since I'm party to it, but I guess I can. All right, I just

22 made that motion. Second?

23 MR. WALTERS: Second.

24 MR. MOSER: Second -- yeah, go ahead.

25 MR. VOGT: Thanks, Ilse. I'll get you back for

1 that. Any more discussion? All right. So moved. All those

2 in favor? Aye.

3 (The motion carried by unanimous vote, 4-0.)

4 MR. VOGT: So moved.

5 MR. MOSER: So, the action is we need to post that?

6 MR. McKENZIE: Yes, sir, and then start

7 advertising.

8 MR. MOSER: Start advertising. And you have all

9 the resumes from when we did it before?

10 MR. McKENZIE: Last time.

11 MR. VOGT: By the way, it's not going to work if

12 you keep on turning people down so I'll stay on. (Laughter.)

13 MR. McKENZIE: That's why I was so relaxed; that's

14 what I was going to do.

15 MR. VOGT: All right. Next item is under

16 information and discussion, the Mooney hearing, 3A.

17 MR. McKENZIE: I'm going to defer that to our legal

18 counsel.

19 MS. BAILEY: We have the Mooney Airplane posted

20 under executive session, and I can -- they're related. I can  
21 update you on that.

22 MR. VOGT: Okay. And it requires us going into  
23 executive session?

24 MS. BAILEY: Yes.

25 MR. VOGT: Okay. All right, master plan update,

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1 3B.

2 MR. McKENZIE: We're still moving forward with the  
3 master plan update, and it's -- we're just further along with  
4 the same thing I told you last month. All the exposure maps,  
5 the noise maps, that's where they're at now. They're working  
6 on the financial section of it. Randal Wiedemann Associates  
7 is working on all the financials right now. They're working  
8 on the airspace studies in June rather than May. They're  
9 going to come back and make another presentation to us.

10 MR. MOSER: In May?

11 MR. McKENZIE: In June.

12 MR. MOSER: In June?

13 MR. McKENZIE: Yes, sir.

14 MR. MOSER: So that's their next stop.

15 MR. McKENZIE: That will be our next big meeting  
16 with Perry and Michelle.

17 MR. MOSER: Okay. Do we -- do we -- do we have a  
18 date for that, whether it will be at the board meeting?

19 MR. McKENZIE: 10 o'clock the same day of the board  
20 meeting, always at 10 o'clock. That's later that morning.  
21 That gives Michelle time to get over here from Austin.

22 MR. WALTERS: In June.

23 MR. McKENZIE: Yes, sir.

24 MR. MOSER: Okay.

25 MR. VOGT: Okay. Anything more, Bruce, on that?

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1 MR. McKENZIE: No, sir.

2 MR. VOGT: 3C, runway 12/30 maintenance update.

3 MR. McKENZIE: Two weeks ago, we repaired an area  
4 that was 100 feet long, 12 feet wide, and 18 inches deep on

5 Runway 12. The County prepared it for us one day; we milled  
6 it out 18 inches deep. The next day I had Ramming Paving  
7 come in and repave that. Now that weak spot in the runway  
8 has been alleviated, so that's been taken care of. I funded  
9 that with a grant.

10 MR. VOGT: Do you have to do any destructive

11 testing to make sure it meets the --

12 MR. McKENZIE: Not now, but that's on my agenda.

13 We want to do the entire runway, see if we can get it up to  
14 70,000 pounds, but that's in the future, not right now.

15 MR. VOGT: All right. 3D, Phase II construction

16 update.

17 MR. McKENZIE: As everyone knows, Friday a week  
18 ago, we opened Taxiway Alpha that we'd been working on for 29

19 months. That was the -- that was our goal. We are complete  
20 with that. We still need to hydro-mulch the entire area,  
21 about 52 acres out there. We've got to put grass seed on it.

22 We moved the fence Friday. You probably noticed when you  
23 drove in, the fence has been moved. The next thing you'll  
24 see this week is the guardrail going up, 300 feet of  
25 guardrail I think that Corey brought up several months ago on

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1 that curve, or one of y'all did, I remember. That's going  
2 in. The materials are on-site. That will be constructed  
3 this week and next. Then we're going to suspend time for the  
4 contractor. He's going to be as far as he can go. We're  
5 going to suspend his time for about six weeks; then we're  
6 going to start his time again. We have to let that  
7 asphalt sit two months before we can put the coal tar sealer  
8 on it. If we put it on there before the bituminous material  
9 is volatilized out there, it will delaminate. So, according  
10 to the spec, we got to give it 60 days. So, we'll start his  
11 time again; he'll seal it, open it back up, and then 30 days  
12 after that we'll come back and stripe it and put our raised  
13 pavement markers on there. That -- it'll -- at this point,  
14 it'll be complete-complete. Now, if you've noticed -- and  
15 I'm -- those of you that fly, I've seen the NOTAMs. I've got  
16 it on nonstandard markings, and that's appropriate. And --

17 it's just --

18 MR. VOGT: Do we know -- in fact, Corey brought  
19 this up prior to the meeting, when there wasn't a quorum,  
20 that coming off the runway there into the threshold of the  
21 taxiway is dark.

22 MR. McKENZIE: Very dark. And one -- one reason it  
23 is -- now, as I explained to Corey, the asphalt is -- you  
24 know, new asphalt is black. The dirt beside it has no grass  
25 on it, no vegetation at all. It's just a void out there

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1 right now. If you --

2 MR. VOGT: We could mention that if you're arriving  
3 at night or dusk, that there are taxiways -- maybe -- maybe  
4 it's enough. It says it's un -- nonstandard.

5 MR. McKENZIE: Nonstandard markings. That  
6 covers --

7 MR. VOGT: You actually check the O.F.M., by the  
8 way? Of course.

9 MR. WALTERS: Mm-hmm.

10 MR. McKENZIE: He does. He checked me before.

11 MR. VOGT: I mean, pilots --

12 MR. McKENZIE: A lot of times they don't, but  
13 the --

14 MR. VOGT: But you're going to have a plane taxi  
15 off that -- off the runway onto a -- thinking the taxiway's  
16 there, and you can't see it.

17 MR. McKENZIE: It's noted "nonstandard markings."  
18 That includes lighting. I know when the vegetation begins to  
19 take shape out there, you can -- you can have some point of  
20 reference then.

21 MR. MOSER: Good luck.

22 MR. McKENZIE: I know. It doesn't rain. But  
23 that's where we are with that. It's just a --

24 MR. VOGT: Are you -- you're a user. I mean,  
25 you've actually flown in here with wheels touching the

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1 pavement. Are you okay with the nonstandard -- do we have to

2 do anything? Or -- I mean, other than putting up temporary  
3 lights on it to show that exit point?

4 MR. WALTERS: I don't -- I agree with Bruce that,  
5 you know, by him -- you know, the NOTAM of "nonstandard  
6 markings" indicates that there are no markings.

7 MR. McKENZIE: Correct.

8 MR. WALTERS: And that it's -- I mean, you're kind  
9 of -- you've been notified that that's the case, so if you  
10 run off the runway, then, you know, you're -- you've -- I  
11 mean, we've done the proper notice. I don't -- I mean, if  
12 you wanted to put temporary lights out there, something  
13 that's just, you know, not required, but just kind of an  
14 over-the-top type --

15 MR. VOGT: Yeah. I don't even know if we can  
16 legally do that. We may not be able to do that.

17 MR. McKENZIE: We'd have to get it engineered. It  
18 would be an expense, and we can't -- if we're going to put  
19 lights out there, then we need to engineer it. I'll look at  
20 that, because the first thing I want to do is put REILs up.

21 That's my next big thing, is to put REILs up. When we get  
22 those up -- unless the board wants to switch that.

23 MR. VOGT: No. No. No, I think -- I think you're  
24 stuck, because there's critical path there.

25 MR. McKENZIE: Correct.

1 MR. VOGT: That, like you said, has to set for so  
2 many days. We talked about putting taxiway lights on there,  
3 the -- we saw them the other day -- or at the last meeting,  
4 the LED --

5 MR. McKENZIE: Refractor -- yeah.

6 MR. VOGT: But they haven't been approved by  
7 F.A.A., correct?

8 MR. McKENZIE: That's correct.

9 MR. VOGT: To fully wire and do all that with  
10 taxiway lights, that's a pretty expensive project.

11 MR. McKENZIE: Very expensive project.

12 MR. VOGT: But I think as a board, we have to know  
13 what the issue is and what the fix is. And if we're not

14 happy with the fix, like waiting for F.A.A.'s approval of  
15 those --  
16 MR. MCKENZIE: Mm-hmm.  
17 MR. VOGT: -- LED's, solar taxiway lights, then we  
18 need to come up with something else and try to get money from  
19 TexDOT to dig trenches and put lights out there.  
20 MR. MCKENZIE: Sure.  
21 MR. VOGT: But I think that's a lot of money, and I  
22 don't -- it won't happen anyway, any --  
23 MR. MOSER: Any length of time.  
24 MR. VOGT: That's right.  
25 MR. MCKENZIE: Hopefully, like Tom said, if it

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1 rains, we'll start getting some vegetation here in a couple  
2 months. Then you can be able to see a difference out there  
3 at night. In the daytime, it's not a problem.  
4 MR. WALTERS: I came in on Saturday, and it was  
5 exactly like you said. It was -- there's a void. There's a  
6 black hole.  
7 MR. MCKENZIE: A black hole.  
8 MR. WALTERS: You can't see. You know, I mean,  
9 it's hard to even -- once you make it, it's hard to find the  
10 turn. The only reason I could find the turn is, I was  
11 telling Bruce, because of the threshold lights at the end. I  
12 knew that there was -- and I knew that that's where the  
13 taxiway should be.

14 MR. MOSER: Mm-hmm.  
15 MR. WALTERS: And -- but without the threshold  
16 lights, again, I would have never known.  
17 MR. MCKENZIE: The other thing, Corey, we're going  
18 to change this week, the guidance signs out there are dark;  
19 they need to be turned on. And I was out here last night at  
20 almost 11 o'clock trying to get them on. I'm going to go  
21 back to the contractor today, because something's wrong with  
22 the vault out there. If those guidance signs were up, that  
23 would make a huge difference.  
24 MR. WALTERS: Well, the --  
25 MR. MCKENZIE: You can see them.

1 MR. WALTERS: The 12/30 light was on at the end of  
2 12.

3 MR. MCKENZIE: But there's two more guidance signs  
4 out there that are dark. That's part of the problem; you're  
5 right. Two of them are dark.

6 MR. WALTERS: That was, I mean, proper to get off  
7 the -- the taxiway, but it certainly wasn't providing enough  
8 light to where you could see the taxiway. And it's -- even  
9 once, because there's no markings on the taxiway; it's hard  
10 to stay on the taxiway.

11 MR. MOSER: So, there's nothing you can do less  
12 than a fully engineered temporary --

13 MR. MCKENZIE: Anything we put out there, it needs  
14 to be engineered.

15 MR. WALTERS: Engineered, yeah.

16 MR. VOGT: I -- there are airports that have a  
17 similar problem. Would you call TexDOT and see what their --

18 MR. MCKENZIE: Sure.

19 MR. VOGT: -- what their history -- there's got to  
20 be a history there on other airports, how to solve this on a  
21 temporary basis.

22 MR. MOSER: Got to be something.

23 MR. VOGT: 'Cause you're going to hurt engines and  
24 you're going to tear up existing work, and Corey, or somebody  
25 like Corey, is going to really be pissed off -- excuse me,

1 Kathy.

2 MR. WALTERS: That was the first thing that came to  
3 my mind when I was -- you know, when I got off, was asking  
4 Bruce, what's the status of -- of centerline markings and  
5 lights?

6 MR. MCKENZIE: It's coming. The lights, the  
7 centerline stripes, and the lead-in lines also; we had to  
8 block those out --

9 MR. WALTERS: Right.

10 MR. MCKENZIE: -- during the construction, or we'd

11 have really had some problems. So, those are black-striped.  
12 When we restripe it, the lead-in lines will all be back in  
13 place as well.

14 MR. VOGT: That's TexDOT.

15 MR. MOSER: In the meantime, assuming you can't  
16 engineer it in the length of time, and it's still going to be  
17 a finite length of time to get the things done, then it's  
18 just putting everybody at risk. Seems like there's got to be  
19 a --

20 MR. VOGT: Report back to us as soon as you hear.

21 You can -- you can do that by e-mail, just so -- but we'll  
22 also put it on the agenda for the next meeting.

23 MR. MOSER: 'Cause it wouldn't be good to shut the  
24 runway.

25 MR. WALTERS: No.

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1 MR. MOSER: Right. So --

2 MR. VOGT: Does your taxiway light -- your taxi  
3 light work? I'm not being a smart aleck.

4 MR. WALTERS: No. Yeah, taxi -- I had, yeah, my  
5 taxi and landing light. It's still dark. So --

6 MR. VOGT: Well, then don't fly at night. There's  
7 no lifties at night anyway. All right, thank you. Airport  
8 of the Year submission. We're -- I'm sorry, 3E. We're at  
9 the moment of signature. I want to do a little bit more work  
10 on the cover letter, and I want Steve to sign it as the  
11 president.

12 MR. MOSER: Wait. We're submitting it to  
13 ourselves?

14 MR. VOGT: No, we're submitting it to TexDOT.

15 MR. MOSER: No. But, I mean, we're nominating  
16 ourselves?

17 MR. VOGT: No. We have -- we have a cover letter  
18 to the nomination. We've been nominated by two people.

19 MR. MOSER: Okay. So, that's in?

20 MR. VOGT: Well, one of the -- one of the -- one of  
21 the nomination letters will go with a -- will go in our  
22 submission, so it'll be a cover letter on that nomination

23 letter, and there's already -- NetJets has already sent their

24 nomination letter in.

25 MR. MCKENZIE: Along with three others have

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1 already --

2 MR. VOGT: Yeah, three others. So, we'll have --

3 we'll have that signed, at the latest, Thursday. And which

4 means that meets the deadline for TexDOT.

5 MR. MOSER: Okay, good.

6 MR. VOGT: To submit it, plus we're going to --

7 we'll send it Fed Ex. We could send it any way; it will

8 still get there in time. Looks pretty good. We've got

9 20-some pictures. Is that right, Laurie?

10 MS. DEJOHN-ERMEY: Yes, sir.

11 MR. VOGT: And the letters of recommendation -- I'm

12 bringing this up 'cause I talked to Bruce earlier. The

13 NetJets letter, they actually called -- TexDOT called us and

14 said that's really a good letter.

15 MR. MOSER: Good.

16 MR. VOGT: They really like us. And then Ed

17 Livermore is the letter that's going to accompany the

18 package. And then I believe there's two or three others that

19 went in. Oh -- Steve?

20 MR. MCKENZIE: We have one that's in the room here

21 that sent one as well.

22 MR. VOGT: Thanks, Steve. So, the criteria for

23 that award is how we fit into the airport system. You know,

24 is this the airport of the year? How it fits into the

25 national airport system, Texas system. And the users of the

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1 airport, really, those letters mean a great deal for us to

2 get this award.

3 MR. MOSER: Good.

4 MR. VOGT: The one thing that we're highlighting in

5 this cover letter is the amount of money that the City and

6 the County, the owners, have paid out. Not -- you know, it's

7 really fun to get \$14 million for a taxiway, but the real

8 money is the 600K the City and the County put in for the  
9 water line for future development, so we're highlighting that  
10 in our cover letter. That definitely will set us apart from  
11 other airports.

12 MR. MOSER: Is that appropriate? To have a -- the  
13 airport send a cover letter for somebody who sends a  
14 nomination to TexDOT?

15 MR. VOGT: Actually, I think we -- I think we -- I  
16 think all airports probably send a letter in trying to  
17 self-promote themselves to -- for this award. I don't  
18 think -- they're not -- from my understanding, the program  
19 here in Texas is very similar to the one in Tennessee, almost  
20 exact. And it's the airport that actually says, "We want to  
21 be the airport of the year."

22 MR. MOSER: I got you. Okay.

23 MR. VOGT: And the way to do it, I felt, was put a  
24 cover letter on at least one of the -- one of the nomination  
25 letters from some of the -- and Ed Livermore's letter and

1 Steve's letter is available. He sent -- you sent yours in?

2 MR. DRANE: Electronically.

3 MR. MOSER: But didn't Ed submit it directly to  
4 TexDOT?

5 MR. VOGT: No, he sent it to us -- via us. Well,  
6 is it sent to TexDOT?

7 MR. MCKENZIE: Yeah, to TexDOT. He walked in here  
8 last week and handed it to me, "Here's my letter."

9 MR. MOSER: But it's addressed to TexDOT?

10 MR. MCKENZIE: Yes, sir, it's addressed to TexDOT  
11 Aviation.

12 MR. MOSER: Good enough.

13 MR. VOGT: All right. Well, I think we'll know if  
14 -- if we're selected, for our owners -- and I don't know.

15 There's a lot of airports.

16 MR. MCKENZIE: 300 airports. We're just one.

17 MR. VOGT: We'd appreciate our owners being at that  
18 presentation, but let's worry about that when it gets to  
19 that.

20 MR. DRANE: Fred, another thing that we spent money  
21 on, if I remember, was the sewer. Remember? Was that not  
22 our nickel?

23 MR. McKENZIE: That was -- yeah. That was about 10  
24 years ago, nine years ago.

25 MR. DRANE: It was a bunch of money. And a --

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1 MR. McKENZIE: We did put the sewer line in, yeah.

2 MR. DRANE: You ought to mention that.

3 MR. VOGT: Do we have any financials on that that  
4 you could give me a number?

5 MR. McKENZIE: That was all managed by the City.

6 Unless Mike can dig all that up -- I guess you could. He  
7 could.

8 COMMISSIONER OVERBY: Be '99-2000.

9 MR. McKENZIE: About 10 years ago.

10 MR. VOGT: Can we just get a wag, Mike, by  
11 Thursday?

12 MR. ERWIN: By Thursday?

13 MR. VOGT: Yeah, Thursday this week.

14 MR. ERWIN: Bring me an audit.

15 MR. VOGT: That was a low blow.

16 MR. MOSER: I knew that was coming. You did this  
17 like this.

18 MR. VOGT: I'll wing it. I'll tell you that I'll

19 just -- sounds like a --

20 COMMISSIONER LETZ: Do you need anything from the  
21 owners?

22 MR. VOGT: No, I think we're your representatives

23 that send that. I don't think so. That might be a little

24 bit over the top. You know, I mean, you are -- we're

25 technically your agent in this.

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1 COMMISSIONER LETZ: Right.

2 MR. VOGT: So you're actually --

3 COMMISSIONER LETZ: I just wanted to make sure that

4 we weren't leaving a piece out that y'all may need. Okay,

5 good.

6 MR. VOGT: All right. That -- that's -- is there  
7 anything else that -- any other comments? Then we need to go  
8 into executive session.

9 MR. MOSER: The sign is --

10 MR. McKENZIE: Oh, the new sign. We finished  
11 putting up the base, as you observed when you came in. The  
12 masonry is done on it. Now, the new sign, I -- I'm sure  
13 within the next 30 days we'll have the sign up. Brian's got  
14 to come out, you know, and do his magic, so that will start  
15 within --

16 MR. MOSER: The lighting and everything?

17 MR. McKENZIE: Yes, sir. Well, KPUB's going to  
18 furnish the lighting for free.

19 MR. MOSER: Mm-hmm.

20 MR. McKENZIE: And that's all in the works as well.  
21 That's another project we have going out here. The road is  
22 another thing. By April the 15th, they promised me that we'd  
23 have a new road out here. That's within three weeks. Then  
24 you can wash your cars again.

25 MR. MOSER: Okay, good deal.

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1 MR. VOGT: Okay. That concludes the open session  
2 of the Kerrville/Kerr County Airport Board. And we'll reset,  
3 or we'll adjourn -- how do you do this? Adjourn for the  
4 nonpublic executive session. Thank you.

5 COMMISSIONER OVERBY: Take care, guys. Appreciate  
6 it.

7 MR. VOGT: Thanks, Jeannie.

8 MR. MOSER: Keep on them, Jeannie.

9 MS. HARGIS: Okay.

10 MR. VOGT: Actually, I think we were supposed to  
11 vote on going into executive session. Or can I -- we have an  
12 item for executive session. Do we have to vote on it?

13 MS. BAILEY: No, but you just have to vote coming  
14 out.

15 MR. VOGT: On any action?

16 MS. BAILEY: Right, when we come back, vote on any

17 action. And I don't know that we need the court reporter for  
18 the executive session. But, I mean, she can stay in here,  
19 but she doesn't need to take any of this down.

20 (The open session was closed at 9:25 a.m., and an  
21 executive session was held, the transcript of which  
22 is contained in a separate document.)

23 -----

24 MR. VOGT: We went into executive session at 09:27  
25 and came out at 09:40. No action was taken on the subject of  
the Mooney Airplane Company -- or will not be taken in open

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1 session. Do we have anything else that we want to chit-chat  
2 about?

3 MR. MCKENZIE: These folks are going to be in town  
4 in two weeks.

5 MR. VOGT: These folks?

6 MR. MCKENZIE: B-17, B-24, P-51, and possibly a  
7 Huey. Four and a quarter, you can take a ride for 30  
8 minutes.

9 MR. VOGT: 400 --

10 MR. MCKENZIE: \$425. That's not the Mustang, just  
11 the bombers. I think the Mustang is a little elevated price.  
12 But, anyway, they're going to be in town for three days;  
13 Monday, Tuesday, and Wednesday here at our airport.

14 MR. WALTERS: Cost anything to walk on?

15 MR. MCKENZIE: No, they give walking tours, as I  
16 understand it.

17 MS. DEJOHN-ERMEY: I think it does cost something  
18 to take the tour of the plane. I think so, if I read it  
19 right.

20 MR. VOGT: You tell Collings if they bring that F-4  
21 out here, that --

22 MR. MCKENZIE: They have an F-4.

23 MR. VOGT: -- they can play it again. All right.

24 Any other forward items? Do I hear a motion to adjourn?

25 MR. MOSER: So moved.

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1 MR. VOGT: Second.

2 MR. WALTERS: Second.

3 MR. VOGT: Discussion? Hearing none, all in favor?

4 Aye.

5 (The motion carried unanimously, 4-0.)

6 MR. VOGT: Thank you.

7 (Airport Board meeting adjourned at 9:42 a.m.)

8 -----

9

10 STATE OF TEXAS |

11 COUNTY OF KERR |

12 I, Kathy Banik, official reporter for Kerr County,

13 Texas, do hereby certify that the above and foregoing is a

14 true and complete transcription of my stenotype notes taken

15 at the time and place heretofore set forth.

16 DATED at Kerrville, Texas, this 22nd day of March, 2011.

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Kathy Banik, Texas CSR # 6483

19 Expiration Date: 12/31/12

Official Court Reporter

20 Kerr County, Texas

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21 Kerrville, Texas 78028

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