

**CORRESPONDENCE**

**3300 Hotel Property, L.P.**  
c/o Viceroy Investments, LLC  
27 18 Fair-mount Street  
Dallas, Texas 75201

42458

DEPARTMENT OF TRANSPORTATION  
98 SEP -4 AM 10: 27  
DOCKET SECTION

Thursday, August 27, 1998

Mr. Charles A. Hunnicut  
Assistant Secretary for Aviation  
and International Affairs  
Department of Transportation  
400 Seventh St. S.W.  
Washington, D.C. 20590

**Docket # OST-98-4363 - 21**

Dear Mr. Hunnicut :

I am an owner of a business currently being created very close to Love Field. Our partnership will create over 125 permanent jobs in the next 60 days - all dependant long term on the viability of a sensible plan for Love Field.

I have read your order issued August 25, 1998, and have the following comments:

Issue (1): Federal government through **an** act of Congress **MUST** be able to override private contracts and even local laws previously arranged or agreed to. In the face of a pending act by Congress, local entities could run around, sign up a lot of self serving agreements and then not be subject to the new Federal provisions or laws. It borders on the absurd.

Issue (2): City of Dallas must comply with Federal Law. It cannot pass law allowing only 3 5 year olds to vote, nor can it stop an entity from engaging in legally allowed business involving interstate commerce. Can it stop a truck with a legally allowable load, proper registration, inspection, etc. from entering or leaving the City or State limits? Of course not.

Issue (3): The Shelby Amendment specifically allows this long haul service for planes with seating capacity of 56 or less. I do not see how it can be read any other way. The Shelby Amendment was a clarification to make this point which was apparently vague to some people in the Wright Amendment. To say it still doesn't allow these flights misses the whole point.

Issue (4): A major carrier may bind itself through its use agreements only after a law is passed. If the Shelby Amendment allows a new event to occur such as these smaller jets to fly anywhere, then a carrier can only restrict itself to not fly after it is allowed to do so. The basis of the original agreed to restriction becomes flawed or is negated with the passing of the Shelby Amendment. This would also be true for the entire 1968 use agreement if the entire Wright Amendment were

repealed. The basic understanding of all the carriers who signed the use agreement back in the 1960s or 1970s was that local and regional regulation was allowed - and that the local and regional authorities would stop carriers from flying out of Love - and they tried. The Deregulation Act of 1979 wiped out all that local and regional control, saying NO ONE can regulate rates, routes or service - no one except the US Congress. Hence the Wright AMENDMENT. It was just that, an amendment to restrict something that had just become completely unrestricted by an act of Congress. All of these previous use agreements and restrictions were wiped out by the Deregulation Act of 1979. Only those specific provisions of limitations set in the Wright and Shelby Amendments are allowable restrictions - because Congress passed it.

Thank you for the opportunity to repond to this very important issue facing north Texas and the country. Competitive pricing is what's at stake here. The lawsuits are about semantics. What was really meant? It is pretty clear Congress wanted to bring some competition to the region. The lawsuits by American and Ft. Worth are intended to protect the monopolistic status quo at D/FW airport.

Sincerely,

A handwritten signature in black ink that reads "Luke Pickett". The signature is written in a cursive, slightly slanted style.

Luke F. Pickett  
Vice President  
Mockingbird Hospitality, LLC