



**OKALOOSA COUNTY AVIATION BOARD  
MEETING AGENDA**



Date and Time: Monday, August 8, 2022 1:00 PM	Type: REGULAR
Location: DESTIN – FORT WALTON BEACH AIRPORT ADMINISTRATIVE CONFERENCE ROOM 1701 STATE ROAD 85 N EGLIN AFB, FL 32542	

- I. Prayer**
- II. Pledge of Allegiance**
- III. Introduction of Brig. Gen. Jeff Geraghty, 96<sup>th</sup> Test Wing/CC**
- IV. Airports Update**  
Mr. Tracy Stage, Airports Director
- V. OCAB Business Items**
  - 1. Mr. Chip Cook’s Special Guest – Mr. Don Johnson
  - 2. FY 23 Meeting Calendar
  - 3. Review and approval of the June 13, 2022 OCAB Meeting Minutes
- VI. Board Member Minute**
- VII. Public Comments**
- VIII. Adjourn Meeting**

**Next Meeting will be held on October 10, 2022 at 1PM**

***Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting upon request. Please call the Airport Director’s Office at (850) 651-7160 X 4 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Okaloosa County to provide the requested service. This meeting was publicly noticed on March 28, 2022.***

Meeting Minutes  
Okaloosa County Aviation Board

Monday, August 8, 2022

1:00 PM

Board Members in Attendance:

Seat 1 Mr. Dick Russell	Seat 2 BG Robert Buhrow
Seat 3 Mr. Don Harrington	Seat 4 Mr. Chip Cook (Chair)
Seat 5 Lt Gen Mike Wooley	Seat 6 Lt Gen Gordon Fornell
Seat 7 Dr. Richard P. Hallion (Vice)	Seat 8 Commissioner Carolyn Ketchel

Visitors in Attendance:

Mr. Jonathan Dunn	Mr. Josh Lewis
Mr. Don Johnson	Mr. Craig Coffey (Zoom)
Mr. Eric Pilsk (Zoom)	
Ms. Lynn Hoshihara (Zoom)	

Chair Cook opened the meeting at 1:28 PM

**Opening Prayer** by Lt Gen Mike Wooley

**Pledge of Allegiance** led by Chair Cook

**Mr. Tracy introduced the new Eglin Air Force Base 96<sup>th</sup> Test Wing Commander**

**Brigadier General Jeffrey Geraghty**

*Brigadier General Jeffrey Geraghty-Briefly introduced himself*

Chair Cook-We are so happy to have you here. If there is anything we can do to further facilitate your mission we will support.

Commissioner Ketchel-Each of these men offer so much experience, believe me when I say time with them is time well spent. There is probably 300 years of experience on this Board.

**Airports Update – Mr. Tracy Stage**

Mr. Stage shared his presentation. *See Slides*

Operation Restore to Glory. As you know we have been working on this project for a number of years. Our maintenance staff would pressure wash it, but it was still suffering. After several attempts and Covid-19, Lt Gen Fornell was able to help us get some incredible volunteers. These volunteers have made this F-15 battle ready, it looks incredible! These volunteers are here with us today: Mr. John “Chuck” Yeager, Sam Pappas and Molly Lascelles. This F-15 has been restored like it was in 2009 when we received it! *Mr. Stage presented plaques and pictures were taken.*

Lt Gen Fornell-This was a great deal we made with the Armament Museum. Our Museum is a center spot for tourism here in our area. We have a wonderful group at the Museum and a great support team. They have done a wonderful job!

*Mr. Stage continues his Airports Update*

Scheduled Facilitated Program "Slot" Snapshot *See Slide*

Action Item from the Last Meeting-Lt Gen Fornell asked for a snap shot of how our slot control program works. This slide gives you a great peak of a week during our summer season. *See Slide*

Lt Gen Wooley- Do you have any idea how many slots the military uses during those times?

Mr. Stage-No, we were not provided any operational data but we provided engineering throughput analysis of their two runway systems to them and they can handle 85 operations per hour per runway.

Lt Gen Fornell-This has been a problem with negotiations, It's only one way.

Lt Gen Wooley-Early in my career at Charleston AFB as a joint use base there was a good daily meeting on daily operations. There needs to be an Ops meeting on some level daily to avoid stepping on toes.

Mr. Stage-That is well underway. Our ground tower is on the field and nearly operational, the MOU draft is underway between us and Eglin, we are working on hiring staff...it's all being established.

Chair Cook-Once we get that operational it will go to the FAA?

Mr. Stage-Everything will be tracked. We have already purchased the tower software.

*Airports Department Staffing Update See Slide*

A lot has transpired since our last meeting. As you all know we lost a considerable amount of good employees due to market conditions. The County commissioners have now approved 9 new positions for the airport. There has also been salary adjustments and we are attracting new potential candidates. It's all working! To date 17 of the 48 Airports positions are vacant, however it is much better than it was and it's because of the County Administrators and Commissioners.

Ribbon Cutting Ceremony is scheduled for September 19, 2022 at 10:30am. *See Slide*

Please mark your calendars. This should be a tremendous event!

Mr. Harrington-Do you think Allegiant will want to expand their operations more?

Mr. Stage-Yes, they are constantly working on the schedules adding and updating.

Lt. Gen Fornell-Each meeting I want to ask about the GPS approaches and departures.

Mr. Stage-I keep pushing it with Mr. Hicks our liaison with Eglin AFB.

Lt. Gen Fornell-We want to extend an invitation for our Board meetings with Brig Gen Geraghty.

Chair Cook-We have another guest here today I would like to introduce, Don Johnson. As a Board member I have had a lot of inquiries on how to be in compliance through the fence at the DTS and CEW airports.

(Guest) Don Johnson-I believe the two GA airports in the county are operating at risk and potential violations. I know there is a lot of unhappiness, those close to filing complaints with the FAA and I

personally don't see a lot of work towards a resolution. Specifically, I believe CEW is in violation of grant assurances in providing exclusive rights to some of the aviation services that are desired to be performed at that airport.

In the Grant Assurance Document (FAA Airport Sponsor Assurances)-Paragraph 23-The sponsor (Okaloosa County) will permit no exclusive rights by any person or persons providing aeronautical services. There is not supposed to be a monopoly of operations. In my opinion there is and if an FAA review happens allegations will be substantiated.

I want to try to work through the issues I am having, that's why I'm here.

Chair Cook-What is your specific issue?

Mr. Johnson-I saw there was a need for private pilot lessons. I wanted to give back and provide lessons. I very quickly found myself at odds with the FBO at Crestview trying to provide flight instruction. I was told I was not allowed to provide private pilot flight instructions. I received a cease and desist order because I didn't have an agreement with county. My foundational concern is I was told there are no minimum standards for the things I was asking to do. In researching what is the code of ordinances nearly everything references FBOs which is not what I am trying to do. I did find in my research in paragraph 392 that any operator can bring a request to the Board for potential approval. I found myself in a roadblock while others are doing the same thing and not being stopped, I don't know why.

Chair Cook-For a point of clarification I want to clarify that when you say Board you mean the Board of County Commissioners.

*Chair Cook then asked Commissioner Ketchel-is it possible for Mr. Johnson to make an agreement with the Board of County Commissioners?*

Commissioner Ketchel-I believe this Board must make a recommendation in my opinion to the Board of County Commissioners providing the expertise this Board can offer.

*Chair Cook addressed Mr. Johnson-So at the end of the day the County Commissioners are the people you will be dealing with.*

*Chair Cook asked Mr. Pilsk on Zoom-Can you speak on through the fence operations and grant assurances and address what Mr. Johnson is talking about? What is the path?*

Mr. Pilsk-I don't have all the particulars on this specific situation. Through the fence operations are highly disfavored and rarely approved by the FAA. The classic through the fence operator principle is still the same in this situation although I don't necessarily think that is exactly what you are talking about. The requirement to obtain an operating agreement with the airport is standard in the industry and permissible with FAA regulations. My understanding is that an operating agreement was offered, I believe in the fall of 2020, I'm not sure what happened to that. We are working hard to obtain operating agreements with everyone coming onto the airports, operate in accordance with county code and FAA grant assurances.

Chair Cook-Is there a path to have these small operations that are doing individual activities as well as the FBO offering these same/similar services? How does that work in a competitive sense? What burdens are the same and different?

Mr. Pilsk-Some things are the same while others are different. With this type of operator, they will pay a fee to the airport (at this time determining what type of fee with FAA), required to have insurance, required to show qualifications on the services they are providing, etc.

We are in the process of updating standards, rules and regulations at both CEW and DTS.

Chair Cook-So the paths are being built and a resolution is possible in the future?

Mr. Pilsk-Mr. Johnson as I understand it, as others, was presented with an operating agreement.

Chair Cook to Mr. Johnson-Can you illuminate how you feel about road blocks?

Mr. Johnson-In September of 2020 I was issued a 21-page document however, it was yet another road block. In the document was a request for a \$3 million-dollar general liability insurance policy for my 1 airplane and small business of flight instruction. This type of policy seems like what an FBO would need and is impossible commercially, I cannot go and physically get a policy like this. I was told by the airport staff that that that request was from the County Risk department. I was never afforded the opportunity to discuss this.

Jonathan Dunn-There is a reasonably large liability to teaching people to fly. This is high risk. We have to have these limits for a reason to protect the county, me and my lease hold and everyone involved.

Chair Cook-Is there a path where in the event the \$3 million policy is commercially not available that a discussion can be held with everyone involved to present their risk profile and risk management can figure out how to handle it?

Jonathan Dunn-It is available. I have it.

Mr. Johnson-Not for an individual with a single plane, its simply not cost prohibited.

Mr. Stage-Can I address the board when you are done?

Chair Cook-To the County administration is there a path of communication in which this type of business can move forward?

Mr. Stage-There is a path, however Risk Management was already brought in to this conversation, which also brought in their brokers with evaluations and recommendations. There are a lot of things misrepresented to this Board with Mr. Johnson's presentation I would like to address.

Chair Cook-I want to let Mr. Johnson finish with his presentation.

Lt Gen Wooley asked Mr. Pilsk-Is this policy specifically for flight instruction or another type of policy?

Mr. Pilsk-I'm going to defer to Risk Management on this, I'm not really in a position to truly have an answer.

*Chair Cook addressed Craig Coffey on Zoom and asked if he can answer some questions*

Does the point of contact go through Mr. Stage's office or directly to Risk Management?

Mr. Coffey-Mr. Stage has a direct line to Risk Management. If there is a misunderstanding the requester can reach out to Risk Management. What we want to do is take Mr. Johnson's request, paperwork and research and not provide off the cuff answers right now.

Mr. Johnson-This should all be communicated as a very clear path to operators like myself. I would ask for the opportunity to review the minimum standards. I would like to come to some type of resolution from the cease and desist at CEW. As an entity I am not allowed to provide Check Rides. There are multiple pilots that provide check rides routinely without any conversations.

Commissioner Ketchel-That is a pretty serious allegation. When we hear from Mr. Stage I doubt that's the case.

Chair Cook-Let's say I have a personal aircraft at the airport and want to give a check ride to my friend what is the path for doing this? A private aircraft providing a check ride?

Mr. Stage-If you are performing a business operation at any of the 3 county airports you must have an operating agreement and with that agreement there are requirements just like any other agreement-that is an ordinance with the county.

Lt Gen Wooley-I think we are mixing apples with oranges on the DPE aspect of it, it needs to be looked at separately. I think the real issue is flight instruction, I think they are two separate entities that need to be looked at.

Jonathan-You are absolutely correct. It's a totally completely different risk teaching someone to fly with 0 hours experience versus giving someone a check ride. Two different risks.

Chair Cook-Doing a check ride do they still need an agreement with the airport?

Mr. Stage-I would have to look at everything on a case by case basis.

Mr. Johnson-I just want to conclude. I think both CEW and DTS are operating at risk and I stand by that. If in fact the desire is if every flight instructor have an agreement with you than you are operating at risk because many do not.

Chair Cook-My intent on this was to bring it to a public recorded forum so there are no gray areas forward and I appreciate everyone's input.

Mr. Stage to Mr. Johnson-First thank you for your service from a fellow Air Force Veteran. We were first contacted by Mr. Johnson in July 2020 and I have step by step verbatim records of what has taken place with Mr. Johnson since then and unfortunately, he has grossly misrepresented things today. We are not at risk of violating grant assurances. In addition, the FAA airports district office in Orlando got involved with Mr. Johnson and this situation. Mr. Johnson was told in writing that he would have to adhere to the minimum standards that pertain to his type of operation, he is providing a service, collecting revenue and operating his business through the fence at the airport, that puts the county at significant

risk. With all that said, we held numerous meetings, Zoom meetings that included county attorneys, the deputy county attorney and the FBO. In those meetings we walked through a solution and drafted an operating agreement. We never heard from Mr. Johnson again. Just prior to that Mr. Johnson's business partner killed himself in an accident with a student pilot.

Mr. Johnson-Absolutely not. I had no business partner, you are talking completely inaccurate.

Mr. Stage-If the county is at risk and you are operating at the county's airport, we have to make sure the county is protected, risk management puts forth requirements and they are not debated or negotiated. We simply put the requirements in the agreements. Mr. Johnson was provided an agreement and we never heard from him again until we found out he was coming to this meeting. I can go into more significant details. We did try to work with Mr. Johnson, the FAA, Mr. Dunn and our attorneys tried to work with Mr. Johnson and we continue to do so.

We are not at any significant risk with any grant assurances. We have top aviation attorneys to help ensure that we comply. Are we working to update the minimum standards, absolutely, they are from 1977? They need to be updated for situations like this, but this is the first time we have had this type of situation at CEW unless Mr. Dunn can tell me otherwise. We didn't have anything in place to cover it so we quickly worked with legal staff (county and special) to come up with an agreement. We have spent the last 6-8 months revising the minimum standards to incorporate situations like this. We are going to follow federal policy on proposed rulemaking. In fact, our first meeting is Mr. Rogers...

Mr. Rogers-It will be on August 24, 2022 in Destin. Then we will follow-up with a public meeting.

Mr. Stage-Then a 30-comment period, then we will ask for a public meeting with the County Commissioners and advertise that to invite people. I think the public will be happy with the updates. Mr. Johnson, we want to work with you, we are all about aeronautical activities. We do not have the authority to override insurance requirements.

Commissioner Ketchel-I want to follow-up with Mr. Johnson's allegation about other operators working out of DTS without permission.

Mr. Stage-This goes back to us needing staff, we need operations coordinators in the field, we have sent letters to 5-6 individuals that we have learned that are operating their business on our airport without an agreement. We have spoken with all of them and working out agreements.

Commissioner Ketchel-If they don't comply they will also get cease and desist letters.

Mr. Stage-Absolutely, we can't be at risk.

Chair Cook-One important thing is, I see a lot of these issues as a board member, these agreements and assurances we have that the airport are extremely important. If you have an agreement with the airport the scope of your operations need to be within the scope of the document with the county. This is all part of the process and there are improvements to be made. If in fact the insurance required but the county can't be obtained we need to talk about that. The county must enforce the contracts otherwise we are at a risk that cannot be managed.

I would like open to the board any commentary about the insurance being obtainable or not obtainable? Let's say Risk Management required something clearly unattainable, is there any path to get to what is attainable?

Mr. Stage-I would have to refer to Risk Management.

Mr. Coffee-We can circle back to that and doublecheck that it's attainable by someone.

Mr. Russell-I have to agree with Lt. Gen Wooley I think we have two different issues. The designated examiner represents the FAA so I don't think that is involved with this question, beyond that is the standards with the County as a business.

Mr. Stage-We work very closely with the FAA.

Lt Gen Wooley-All the DPEs are vetted through the FAA, a flight school will take someone up to their check ride, to include a recommendation and then the DPE gets the call says can you do a check ride. That's a completely different animal then developing flight instructions.

Chair Cook-Then we now have clarification on that.

Mr. Lewis-I would like to say something. I am with Atlantic Aviation and I have butted heads with the operational agreements with Mr. Stage and Mr. Rogers before but they are both right. The county agreements whether we like them or not are consistent. You have to have it.

Mr. Stage-A appreciate you saying that because at the end of the day it protects everyone, we all have interests to protect.

Mr. Dunn-I have interests to protect.

Mr. Stage-Mr. Lewis from DTS will tell you there has been at least probably a dozen cease and desist letters come out in the last 6 months alone.

Chair Cook to Mr. Johnson-If the insurance is unattainable that will be looked at and revisited but it appears that the situation you have undergone is not inconsistent with what others have worked with. I think we have made some progress here today.

Commissioner Ketchel to Mr. Johnson-Is that the only thing that is prohibiting you from moving forward Mr. Johnson, the \$3 million-dollar policy?

Mr. Johnson-Yes, that is the only thing.

Commissioner Ketchel-So if we find an insurance company that will allow that you can move forward? I have no idea about this, but I will get to the bottom of it. If I owe you an apology for the county you will get it, but if I find out there are policies out there I don't know the answer to that is. Is that the only thing that is keeping you from operating at our airport?



Mr. Johnson-To my knowledge, yes. \$1 million is obtainable, \$3 million is not, the insurance companies laughed at me about it. To address something said a few minutes ago, I absolutely agree there are two separate issues, the only reason I bring them together is because my cease and desist says my company cannot provide commercial services at CEW. As a DPE I operate as my business, I have to operate that way as I am not an FAA employee, therefore that ties it together. Absent that they are completely separate issues.

Mr. Stage-That is the first I have heard that from Mr. Johnson. To clarify the insurance requirements that were sent to Mr. Johnson in October 14, 2020, he needs \$3 million dollars combined in single limit that includes premise, operations liability, bodily injury and property damage and then he needs \$1 million dollars in aircraft liability. This is from the Risk Management program. We never heard back from you Mr. Johnson, as far as you operating with the FAA with check rides that is something I think we can look at separately and get with the brokers office.

Chair Cook-Mr. Johnson I appreciate you coming to talk with us today in this public forum. I believe with the resources here, although difficult, you can get a resolution to doing business at our airport and we can get everything clarified. We will get the insurance clarified. Agreements appear to be very consistent which is outstanding. As we go forward here we want to be sure we propagate information so that all independent contractors know what the minimum standards are and clear communication.

Mr. Stage-Mr. Johnson we would love to work with you, I know Mr. Dunn would love to work with you, we are pro aeronautical, the more folks we have out there the better. I thought we were on great terms in October 22, we just didn't hear back from you so I apologize. Thank you for bringing this up Mr. Cook, this was a huge surprise.

Chair Cook-I want to close this with a really strong statement, it's really important to realize that anytime an issue cannot be resolved with the airport a cease and desist is an extremely important step because if the county doesn't take a firm legal action on it and an accident precipitates it can be devastating. It is absolutely necessary.

Mr. Stage-We try to work things out, a cease and desist is not something we jump to.

Mr. Dunn-Can I say something about the insurance? Appx 6-7 years ago I was sued concerning an airplane I had not seen or touched it in a year because I had insurance. A \$1 million-dollar policy is no good to you in this industry.

Lt Gen Wooley-I would ask that the lawyers take a look at issuing another cease and desist order to separate the DPE from the CFI.

Mr. Dunn-CEW is a public use facility, it is not there to make people money. It's very hard and time consuming to distinguish between each person in the facility and what they are there for/allowed to do.

Lt Gen Wooley-My point is a DPE is not a business, it is an entity of the FAA to give check rides that he has been vetted to do and that's something completely different that has to be looked at differently than running a flight school.

Mr. Stage to Lt Gen Wooley-We will have Mr. Pilsk look at that and have done within a day or two. Commissioner Ketchel to Mr. Johnson-I promise we will get to the bottom of this.

Chair Cook-Discussed the proposed FY23 meeting calendar dates (*calendar provided in notebooks*) Mr. Stage-I wanted to point out that October 10, 2022 is a federal holiday, I know it came up last time, but does anyone have a problem? *All agreed it was acceptable*

Chair Cook made a motion to approve the minutes from the June 13, 2022 meeting.

RESULT:	Meeting Minutes from the 08/08/2022 meeting were approved.
MOVER:	Lt Gen Gordon Fornell, Seat 6
SECONDER:	Brig Gen Robert Buhrow, Seat 2
AYES:	Unanimous

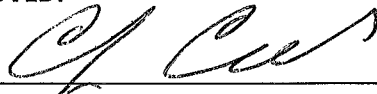
Chair Cook made a motion to approve the proposed FY23 Meeting Calendar.

RESULT:	FY23 Meeting Calendar was approved.
MOVER:	Brig Gen Robert Buhrow, Seat 2
SECONDER:	Lt Gen Gordon Fornell, Seat 6
AYES:	Unanimous

Public Comments

Meeting Adjourned at 2:50 PM.

APPROVED:

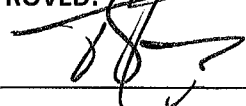
By: 

Name: Mr. Chip Cook

Title: Chairman

Date: 10.10.2022

APPROVED:

By: 

Name: Tracy Stage, A.A.E.

Title: Airports Director

Date: 10.10.22

\*These minutes are a summation of the meeting.