



U.S. Department
of Transportation

**Federal Aviation
Administration**

Southern Region Airports Division
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June 29, 2018

Kenneth Mead, Esq.
General Counsel
Aircraft Owners and Pilots Association
Via Email

Part 13.1 Report
Complaint Review Letter

Dear Mr. Mead:

The Federal Aviation Administration's (FAA) Airports Division, Southern Region has completed its informal review of the Aircraft Owners and Pilots Association's (AOPA) allegations that Monroe County, Florida (the County), owner and operator of the Key West International Airport, (the Airport), is operating the Airport in a manner that is inconsistent with its federal obligations. The FAA's findings are explained herein.

On August 28, 2017, AOPA submitted an informal complaint against the Key West International Airport¹ (Complaint) to the FAA's Airports Division, Southern Region, Orlando Airports District Office. The Orlando Airports District Office referred the matter to this office.

On August 29, 2017, the National Air Transportation Association (NATA) submitted a letter (NATA letter) to the FAA's Airports Division, Southern Region in response to the "recently filed FAA Part 13 complaint alleging 'egregious FBO pricing practices'" at the Airport. NATA states that "[a]ssertions made in this complaint reflect a misunderstanding of a number of key points related to the economics of aviation businesses, the pricing of aeronautical services, industry consolidation and the airport sponsor-tenant relationship."²

On November 20, 2017, Signature Flight Support Corporation (Signature) submitted a letter (Signature letter) to the FAA's Airports Division, Southern Region in response to AOPA's complaint. The purpose of the Signature letter was "to dispel some of [the Complaint's] many inaccuracies and to ensure that the County of Monroe³ is not unduly burdened by the unfounded assertions regarding airports that have a single FBO service provider."⁴

¹ While AOPA does state the informal complaint is against the Key West International Airport, the FAA deems the complaint to be against the County, the airport sponsor.

² NATA letter at 1.

³ The Signature letter identifies the airport sponsor as "the County of Monroe," rather than "Monroe County."

⁴ Signature letter at 1. Although this office does not routinely consider correspondence submitted by non-parties in its review of an informal complaint, the parties have subsequently referenced the NATA letter and Signature letter, and we have therefore included them as part of the record to this proceeding.

To investigate this complaint, the FAA's Airports Division, Southern Region reviewed the documentation submitted by the parties;⁵ the NATA and Signature letters, to the extent referenced by the parties; and the Airport Layout Plan (ALP).

FAA's Standard of Compliance and Burden of Proof

FAA Order 5190.6B, *FAA Airport Compliance Manual*, provides the following standard of compliance at ¶2.8.b:

A sponsor meets commitments when: (1). The federal obligations are fully understood; (2). A program (e.g., preventive maintenance, leasing policies, operating regulations, etc.) is in place that the FAA deems adequate to carry out the sponsor's commitments; (3). The sponsor satisfactorily demonstrates that such a program is being carried out; and (4). Past compliance issues have been addressed.

The FAA applies this standard of compliance to a sponsor's actions. The FAA does not judge an airport sponsor simply by the plain language of agreements or minimum standards, since such documents are rarely so perfectly crafted as to avoid all possibilities for inconsistency over time, changing circumstances, and interpretations. Rather, the FAA judges compliance by an airport sponsor's actions, or inactions, with respect to those agreements or minimum standards.⁶

The FAA compliance program is designed to achieve voluntary compliance with federal obligations accepted by owners and/or operators of public-use airports developed with FAA-administered assistance. Therefore, in addressing allegations of noncompliance, the FAA will make a determination as to whether an airport sponsor is *currently* in compliance with the applicable federal obligations. Consequently, the FAA will consider the successful action by the airport to cure any alleged or potential past violation of applicable federal obligation to be grounds for dismissal of such allegations.⁷

The burden of proof is borne by the complaining party. FAA Order 5190.6B, *FAA Airport Compliance Manual*, at ¶5.8(c) states:

When evaluating a complaint, the investigating FAA office must identify the facts and separate facts from unsubstantiated allegations. Only complaints supported by facts may be considered in finding an airport in noncompliance for purposes of withholding discretionary funding. The complaining party has the responsibility to provide sufficient factual information to support the allegation(s). A supported fact is one that can be substantiated through corroborating evidence.

⁵ Documents submitted by the parties consist of the following and all accompanying exhibits:

- a. The Complaint.
- b. November 20, 2017, Part 13.1 – County Response (Answer).
- c. March 8, 2018, Reply to Response to Informal Part 13 Complaint submitted by AOPA against the Key West International Airport (Reply).
- d. March 24, 2018 Email from County with leases attached.
- e. May 4, 2018, Part 13.1 – County's Final Response (County's Rebuttal).

⁶ *Self Serve Pumps, Inc. v Chicago Executive Airport*, FAA Docket No. 16-07-02, (March 17, 2008) (Director's Determination) at 31-32.

⁷ See, e.g. *Wilson Air Center v. Memphis and Shelby County Airport Authority*, FAA Docket No. 16-99-10, (August 30, 2001) (Final Agency Decision) (*Wilson Air Center FAD*) at 5; see also *Wilson Air Center, LLC v. FAA*, 372 F.3d 807 (6th Cir. 2004) (*Wilson Air Center, LLC v. FAA*).

Summary of Pertinent Background

Key West International Airport is a public-use, air carrier airport, owned and operated by Monroe County, Florida. The Airport is situated on approximately 255 acres of useable land area with the remainder of the airport property being environmentally sensitive wetlands. The land area surrounding the airport property is also categorized as environmentally sensitive wetlands which has effectively precluded any airport expansion.⁸ In 2016, Signature Flight Support became the owner of the FBO when Signature acquired Landmark Aviation. Landmark Aviation purchased the FBO from Island City Flying Services (ICFS) and became the FBO leaseholder through a Lease Assignment, Assumption and Consent dated January 21, 2015. ICFS was awarded the lease under which Signature currently operates on January 20, 1994.⁹ In 2001 ICFS was also leased additional ramp space in order to provide additional general aviation parking and tie-down services as well as air cargo services. Due to the limited land available at the Airport, Key West International has historically had only a single FBO.¹⁰ At this time, Signature is the sole FBO at the Airport.

Allegations, Analysis, and Discussion

AOPA alleges that Monroe County, through its agreement with Signature, is violating Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*. To determine whether Monroe County complies with its federal obligations, the FAA's Airports Division, Southern Region grouped AOPA's allegations into four issues. Each issue is analyzed below.

Issue (1) Whether Signature's pricing practices are unreasonable in violation of Grant Assurance 22, *Economic Nondiscrimination*.

AOPA alleges that,

Signature's pricing model is unreasonable because Signature requires transient operators to pay for services—which the operator may not need, want, or use—as a condition of engaging in an aeronautical use of Signature's facility. Signature Key West's aeronautical services primarily include storing and parking of aircraft on its ramp space, and providing fuel to aircraft operators.¹¹

AOPA asserts that "Signature's fees must bear a causal relationship to the cost of the services rendered" pursuant to the FAA's Policy Regarding Airport Rates and Charges (Rates and Charges Policy).¹² For example, AOPA states that Signature's fees for use of the transient ramp space are unreasonable because the fees exceed the costs of maintaining and operating the ramp space.¹³ AOPA then concludes that the Airport "lacks any competitive forces to ensure that Signature maintains reasonable pricing for its services."¹⁴

⁸ Answer at 1.

⁹ Answer at 1.

¹⁰ Answer at 2.

¹¹ Complaint at 4.

¹² Complaint at 5 (referencing 61 Fed. Reg. 31994 (June 21, 1996), as amended at 73 Fed. Reg. 40430 (July 14, 2008), and published in its entirety at 78 Fed. Reg. 55330 (September 10, 2013)).

¹³ Complaint at 5.

¹⁴ Complaint at 5.

The County responds, “AOPA fails to provide any data on the metrics that drive the rates and prices in a given market and does not provide information to conduct a meaningful comparison. Delivery costs, labor costs and other local metrics – many of which are substantially higher in Key West, all factor into the cost of service provided.”¹⁵

Grant Assurance 22(b), states that an airport sponsor in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the Airport, the sponsor will insert and enforce provisions requiring the contractor to 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.¹⁶

The FAA’s Airports Division, Southern Region reviewed Monroe County’s executed lease agreement with Signature. We note that this agreement includes the provisions required by Grant Assurance 22(b) at paragraph 4 and again in paragraph 28. Therefore, we conclude that Monroe County complied with the requirement to insert these provisions.

In considering whether Signature’s fees are reasonable, we found AOPA’s assertions to be unpersuasive. AOPA notes that a transient operator incurs fees “as a condition of engaging in an aeronautical use of Signature’s facility.”¹⁷ The fact that Signature charges transient operators for services it provides at its leasehold is not unreasonable. Rather, this is a common business practice. Moreover, the FAA cannot draw any conclusions about Signature’s rate structure at the Airport from the information AOPA provided. As AOPA notes, “FBOs are not required to be transparent with their pricing.”¹⁸ Simply comparing Signature’s rates and charges to those of surrounding airports or costs necessary to maintain and operate part of Signature’s leasehold does not reflect Signature’s total costs at the Airport. For example, the County has required Signature to make a substantial investment in its leased facilities at the Airport. Such investments include leased structures, capital expenditures, the cost and source of fuel, facilities maintenance, office space, terminal buildings and a fuel farm.¹⁹

Given the financial commitments Signature has agreed to undertake, this office considered conclusions made by the Director in Skydance Helicopters, Inc. d/b/a Skydance Operations, Inc. v Sedona Oak-Creek Airport Authority and Yavapai County, Arizona, FAA Docket No. 16-02-02, (March 7, 2003) (Director’s Determination) (Skydance DD),

Under a long-term lease, the airport owner transfers the cost of the capital improvement and the risk associated with financing to the tenant. In return, the airport owner gives up a degree of flexibility. Prospective tenants considering a substantial investment in the airport generally seek a lease term sufficiently long to ensure that the tenant gets not only a return *of* its investment, but a return *on* its investment as well.

¹⁵ Answer at 3.

¹⁶ FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶ 12.5(a).

¹⁷ Complaint at 4.

¹⁸ Answer at 6.

¹⁹ Signature’s FBO lease at 5.

...Making a substantial capital investment in any airport carries a level of financial risk for the aeronautical or commercial operator making that investment.²⁰

Signature has assumed a certain level of risk by investing in its facilities at the Airport, and 'like Skydance, Signature is entitled to pursue the business model that provides a return on this investment.

The FAA's Airports Division, Southern Region concludes that AOPA's reliance on the Rates and Charges Policy is misplaced. As explained in Robert Kihlstrom v Port of Orcas, Washington State, FAA Docket No. 16-02-07, (September 1, 2004) (Director's Determination) (Kihlstrom DD),

[a]irports collect the bulk of their revenues from two general groups of users: (1) aeronautical users, such as commercial (passenger) airlines, and (2) non-aeronautical concessionaires, including car rental agencies, parking lots, restaurants, gift shops, and other small vendors. For airfield fees – aeronautical fees charged for the use of the runways, taxiways, ramps, aprons, and roadway land – the FAA's policy is that aeronautical fees be based on cost. For non-airfield fees – aeronautical fees charged for the use of all other aeronautical facilities and services, including terminals, hangars, cargo space, and maintenance – the FAA's current policy instead permits (but does not require) airports to use fair market value – permitting the fees to be set by the market. In the context of *aeronautical* fees, the reasonableness requirement encompasses both cost-based fees (for airfield) and potentially fair market valuation (for non-airfield).²¹

AOPA attempts to argue that Signature's fees for aeronautical services rendered in its leased area should be regulated in the same manner as aeronautical fees for the use of the runways.²² Such a standard would not be applied to similar fees levied directly by an airport sponsor, and therefore, we cannot find Signature's use of a fair market rate to be unreasonable.

Finally, we considered the Director's conclusions in Signature Flight Support Corp. v. City of Orange, FAA Docket No. 16-17-02, (July 21, 2017) (Order of the Director) (Signature Order). In dismissing the complaint, the Director concluded that when an airport sponsor is selecting an FBO, the sponsor has "a right and responsibility to consider pricing in FBO selection, such a decision does not violate Grant Assurance 22. Nor is FAA in a position to second-guess the Board's analysis of pricing or the weight it accorded the pricing information provided by the bidders."²³

The FAA's Airports Division, Southern Region reaches a similar conclusion here. The County believes that Signature's fees are necessary and reasonable. This office is not in a position to second-guess the County and trusts the County will remain open to working directly with general aviation users and AOPA to address fuel prices and ramp fees as a going concern.

²⁰ Skydance Helicopters, Inc. d/b/a Skydance Operations, Inc. v Sedona Oak-Creek Airport Authority and Yavapai County, Arizona, FAA Docket No. 16-02-02, (March 7, 2003) (Director's Determination) (Skydance DD) at 29

²¹ Robert Kihlstrom v Port of Orcas, Washington State, FAA Docket No. 16-02-07, (September 1, 2004) (Director's Determination) (Kihlstrom DD).

²² Complaint at 4, 5.

²³ Signature Order at 6.

Issue (2) Whether Signature’s exclusive control of transient parking at the Airport unreasonably restricts transient operators from self-servicing their aircraft in violation of Grant Assurance 22(f).

AOPA asserts that: (1) “the airport does not provide its own self-serve fuel station as a means of driving down Signature’s fuel prices;”²⁴ (2) “The County obligated itself to not grant any right or privilege which prevents any aircraft operator at the Key West Airport from performing any service on its own aircraft that it may choose to perform;”²⁵ and (3) “[t]he FAA has identified the tying down of an aircraft as a service which the aircraft operator is permitted to perform in accordance with any reasonable restriction imposed by the airport.”²⁶

The County acknowledges that it does not currently offer a self-service area and responds otherwise by stating that,

. . . the proposition that Key West International Airport has to provide transient users with a self-service parking area is simply not supported by the law or FAA guidance which clearly provides that an airport sponsor is not required to lease land or facilities for self service activities.²⁷

Grant Assurance 22(f) obligates an airport to not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on an airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.²⁸ Grant Assurance 22(f) may be limited by Grant Assurance 22(h), which permits the airport sponsor to establish reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.²⁹

The right to self-service precludes the establishment of any unreasonable restrictions on the owners or operators of aircraft regarding the servicing of their own aircraft and equipment. Self-service activities must be conducted by the aircraft owner with their own personnel, equipment, and supplies. Grant Assurance 22(f) does not require an airport sponsor to provide the equipment necessary for aircraft owners to engage in self-service activities or to provide a retail self-service fueling station.

AOPA notes that “[a]n overnight stop at Key West Airport for a transient operator, without a fuel purchase, will cost a Cessna 182T operator \$58.65 and a Pilatus PC-12/45 operator \$548.75.”³⁰ This aspect of AOPA’s concern relates to fees that are triggered by overnight, transient aircraft parking and not simply tying down in order to service one’s own aircraft. Grant Assurance 22(f) does not confer an obligation to provide aircraft parking unassociated with the servicing of one’s own aircraft. FAA Order 5190.6B, *FAA Airport Compliance Manual*, consistently refers to “tie-down” as a commercial aeronautical service, synonymous with aircraft parking, when it is not discussed within the context of self-service activities that include adjusting, repairing, cleaning, fueling, or

²⁴ Complaint at 2.

²⁵ Complaint at 6.

²⁶ Complaint at 6.

²⁷ County’s Rebuttal at 2.

²⁸ FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶11.2.

²⁹ FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶11.2, 11.6, and 11.7.

³⁰ Complaint at 3.

maintaining one's aircraft.³¹ In fact, FAA Order 5190.6B states, the sponsor may use direct charges, such as tie-down fees to charge aeronautical users for the use of airport facilities.³²

The County fulfills certain Grant Assurance 22 obligations, described in paragraph 9.7 of FAA Order 5190.6B, through its lease agreement with Signature. The fact that Signature charges for services, including aircraft tie-downs or parking, is not inconsistent with Grant Assurance 22. If such services were provided directly by the County, Grant Assurance 24, *Fee and Rental Structure*, would compel the County to charge for them.

Grant Assurance 22(f) does, however, require the County to provide aircraft owners the ability to perform services on their own aircraft.³³ Based on the County's acknowledgement that it does not currently offer a self-service area coupled with our review of the ALP and resulting determination that the County has the ability to provide such an area, the FAA's Airports Division, Southern Region concludes that the County's failure to maintain a specific location for aircraft owners to engage in self-service activities amounts to a violation of Grant Assurance 22(f). In reaching this conclusion, we rely in part on Monaco Coach Corporation v. Eugene Airport and the City of Eugene, Oregon, FAA Docket No. 16-03-17, (March 4, 2005) (Final Agency Decision) (Monaco Coach FAD) which states that the FAA's

...role in determining compliance is to determine whether a sponsor has a program in place that reasonably adheres to its Federal Obligations: in this case, to allow self-fueling. A sponsor is not obligated to provide a specific level of service, level of convenience or amount of cost savings, simply because a specific proposal might be reasonable. Rather, the standard is that a sponsor will provide a reasonable opportunity to self-fuel, so that the public taxpayers that finance airport improvements can be assured that the Airport Improvement Program investments are reasonably available to the public, including reasonable access to self-fueling. [Monaco Coach FAD at 15-16.]

For this reason, and as otherwise discussed above, the FAA's Airports Division, Southern Region concludes that the County is meeting some of its obligations with regard to Grant Assurance 22, but currently is in violation of Grant Assurance 22(f) due to its failure to offer a self-service area at the Airport.

Issue (3) Whether Signature's pricing model and exclusive control of transient parking creates an unreasonable condition in violation of Grant Assurance 22(a).

AOPA contends that "[t]he combination of Signature's pricing model and its exclusive control over all transient parking at [the Airport] presents unreasonable conditions and terms for transient operators to access the airport."³⁴

AOPA's discussion of this allegation, however, is simply a restatement of its initial position – the fees charged by Signature are unreasonable. This allegation is addressed above, and the analysis

³¹ FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶9.6(c), 9.7, and Appendix C(h).

³² FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶9.3, 12.7(b), 12.7(g)(2)(f)

³³ FAA Order 5190.6B, *FAA Airport Compliance Manual* at ¶11.2, 11.6, and 11.7.

³⁴ Complaint at 6.

supporting this office's conclusion that the County is currently in compliance with Grant Assurance 22(b) similarly applies to this allegation.

AOPA does not document that the fees result in a denial of access as much as an inconvenience. Specifically, AOPA states that

...transient operators have no meaningful alternative to Key West Airport. For most operators, the airport selected is based on its proximity to their ultimate destination. The inconvenience and cost of traveling to another airport for refueling at a lower price outweighs any fuel price differences between the airports.³⁵

Grant Assurance 22(a) obligates an airport sponsor to make the Airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the Airport.

AOPA fails to establish how the pricing and transient parking services are so unreasonable as to deny access in violation of Grant Assurance 22(a). A complainant, making the argument that an airport's requirements are so unreasonable or burdensome as to deny the complainant access, has the responsibility to demonstrate, with supporting documentation and information, that the requirements are in fact unreasonable and burdensome.³⁶ As stated in Airborne Flying Service, Inc. v City of Hot Springs, Arkansas, FAA Docket No. 16-07-06, (May 2, 2008) (Final Decision and Order) (Airborne FAD). "It is not sufficient to show the sponsor's requirements are merely less convenient or even more costly than the complainant's preferred options."³⁷

Although AOPA goes on to conclude that the Airport is a distinctive market and Signature enjoys a monopoly, AOPA does not meet its burden of proof with regard to how the County's decision to allow Signature to provide transient parking services is unreasonable. For this reason, and as otherwise discussed above, the FAA's Airports Division, Southern Region concludes that the County is meeting its obligations with regard to Grant Assurance 22(a).

Issue (4) Whether the County has conveyed an exclusive right to Signature in violation of Grant Assurance 23, *Exclusive Rights*.

AOPA alleges that the County has channeled all transient aircraft tie-down activities to Signature, thus granting an exclusive right.³⁸ The County responds, "Due to the limited land available at [the Airport] and the growth needs of the FBO to meet the demand for parking and tie down services, [the Airport] has historically had only a single FBO."³⁹

³⁵ Complaint at 6.

³⁶ See Airborne Flying Service, Inc. v City of Hot Springs, Arkansas, FAA Docket No. 16-07-06, (May 2, 2008) (Final Decision and Order) at 16; ALCA, The Cylinder Shop/Wayman Aviation, Suncoast Aviation, and National Aviation v Miami-Dade County, Florida, FAA Docket No. 16-08-05, (August 31, 2010) (Director's Determination) (ALCA) at 27; and Sun Valley Aviation, Inc. v Valley International Airport, City of Harlingen, Texas, FAA Docket No. 16-10-02, (December 11, 2012) (Director's Determination) (Sun Valley Aviation) at 54.

³⁷ Airborne FAD at 16.

³⁸ Complaint at 7.

³⁹ Answer at 2.

Grant Assurance 23, *Exclusive Rights*, prohibits an airport sponsor from granting to one entity the right to provide a particular aeronautical service to the public while preventing other similarly situated entities from offering the same aeronautical service. FAA Order 5190.6B, *FAA Airport Compliance Manual*, defines an exclusive right as, “a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right.”⁴⁰

Signature’s existence as the sole FBO at the Airport at this time is not tantamount to an exclusive right. The fact that only one entity provides a particular service at an airport does not, in itself, violate Grant Assurance 23.⁴¹ In these cases, the FAA must consider whether the Airport sponsor has denied any *qualified* parties the opportunity to become an aeronautical services provider on the Airport. However, the FAA may find a violation of Grant Assurance 23 when an airport sponsor permits an aeronautical service provider to control land and/or facilities that it cannot put to gainful aeronautical use in a reasonable period of time and/or the vacant property controlled by the aeronautical service provider denies a competitor from gaining entry onto the Airport.⁴²

AOPA does not identify any aeronautical service providers that have been debarred or denied access from the Airport as a result of Signature’s agreement with the County or otherwise. To the contrary, AOPA claims that “the current demand for [the Airport] is unlikely to support a second FBO.”⁴³ Under the circumstances, the FAA’s Airports Division, Southern Region concludes that the County is currently meeting its obligations with regard to Grant Assurance 23, *Exclusive Rights*.

Conclusions

The FAA’s Airports Division, Southern Region hereby determines that, as to AOPA’s allegations, the County is currently in compliance with its grant assurances, with the exception of Grant Assurance 22(f) as it relates to the requirement that the County provide a location for self-service. The FAA will address compliance with Grant Assurance 22(f) directly with the County. No further review is warranted at this time.

This preliminary review is not a final agency decision subject to judicial review. If you believe this office has erred, you may file a formal complaint under 14 CFR § 16, *Rules of Practice for Federally-Assisted Airport Enforcement Proceedings*.

If you have any questions, please feel free to contact me at (404) 305-6723 or heather.haney@faa.gov.

Sincerely,



Heather A. Haney
Airport Compliance Specialist

⁴⁰ FAA Order 5190.6B, *FAA Airport Compliance Manual*, ¶8.2.

⁴¹ See FAA Order 5190.6B, *FAA Airport Compliance Manual*, ¶8.9(b).

⁴² See FAA Order 5190.6B, *Airport Compliance Manual*, ¶8.7(b).

⁴³ Complaint at 5.

cc: Mr. Maverick Douglas, Manager, Safety and Standards Branch, Airports Division, Southern
Region
Mr. Don DeGraw, Director of Airports, Key West International Airport
Mr. Pedro Mercado, County Attorney, County of Monroe
Mr. Justin T. Barkowski, Director, Government Affairs, Regulatory, AOPA
Orlando Airports District Office
Office of Airport Compliance and Management Analysis