


KETCHIKAN GATEWAY BOROUGH

Office of Transportation Services • Ketchikan International Airport • 1000 Airport Terminal Building, Ketchikan, Alaska 99901

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February 5, 2003

To: Roy Eckert, Borough Manager 

From: David Allen, Director of Transportation Services

Re: Reports of deficiencies at Ketchikan International Airport

As you requested, the Department of Transportation Services tried to make an immediate assessment of the discrepancies noted in Mr. Doll's letter dated November 25, 2002, purportedly based on a recent "Technical Assistance Visit" by Mr. Binkie. It was difficult, because Mr. Doll provided no specific details and Mr. Binkie and I were unable to meet for an exit briefing, due to conflicting schedules. I asked to meet with Mr. Binkie on the last evening he was here. He declined the meeting, saying he needed to work on his report.

I recently obtained a copy of Mr. Binkie's memo to Mr. Doll regarding the visit. It seems Mr. Binkie reported on a lot more than just FAR Part 139 compliance. Mr. Doll's letter to you only addresses Part 139 violations, presumably because he recognizes the State of Alaska's limited authority to intervene in areas involving the Borough's management prerogatives and related issues.

Here are the deficiencies noted by Mr. Doll (**bold text**) and my responses to each.

a. Maintenance:

Runway and taxiway markings, in particular, are unsatisfactory. Deficient runway and taxiway markings were already identified by the FAA. FAA issued a violation and an extension to repaint these marks has been granted with a deadline of July 30, 2003. In the meantime, a proper Notice to Airmen has been published, alerting aircrews to the discrepancy.

A majority of the snow removal equipment at the airport was not in fully operational condition. The airport's snow removal and ice control equipment consists of 13 pieces, including 3 Oshkosh snowplows, 1 Oshkosh H series sweeper, 2 Champion road graders, 2 tow-behind Sicard runway sweepers, 1 International deicer tanker truck, 1 tow-behind dry deicer spreader, 1 truck-mounted dry deicer spreader, 1 International sand truck, 1 Terex bucket loader, 50 tons of dry urea and 4000 gallons of urea liquid (plus what is in the tanker) and 75 yards of sand. The only snow removal equipment which was not in fully operating condition at the time of Mr. Binkie's visit was one snowplow that was in the process of having an engine replaced. A few other pieces were undergoing tire changes, which did not affect our capabilities at the time (early November).

Mr. Binkie indicated that the elimination of two airport mechanic positions jeopardizes rolling-stock maintenance. To date, I have not seen any such condition, nor is that a violation of Part 139. Mr. Binkie blames our inability to maintain airport facilities (i.e., the markings) on the elimination of the two mechanics, who were responsible for rolling stock, not runway markings.

In my opinion, Mr. Binkie is injecting his own management preferences into his inspections. To compound the error, he totally fails to consider the goals and budgetary constraints of the organization.

b. Training:

Some, if not most, employees do not utilize standard aviation communications and phraseology. Employees not utilizing standard radio phraseology may be a personal peeve of Mr. Binkie's. This hardly rises to the level of a situation that "threatens" the continued operation of the airport. All employees receive training in this area, but each new employee is unique in the time it takes to reach proficiency. Flight Service personnel work cooperatively with new employees whenever they detect a problem to help promote standardization.

Some employees assigned to perform inspections have not been trained in their duties and do not know what they have been assigned to do. At the time of the inspection, we were deficient in this area. The Safety Specialist position evolved from temporary employees assigned to traffic enforcement into permanent employees assigned to operations safety duties formerly performed by airport police. We have determined that some of the personnel in these positions were not familiar with all aspects of the self-inspection duties to which they were assigned. We have corrected the situation.

At the time of the inspection, the Safety Specialists were not yet tasked with performing all aspects of the self-inspection. There may have been confusion between Mr. Binkie and the personnel interviewed concerning these tasks and the responsibilities then assigned.

There is no record of training conducted. There are records of employee training as required by Part 139. The FAA inspector reviewed the records during the recent FAA compliance inspection. Each ARFF responder is fully qualified to perform the duties according to FAA minimum standards. Mr. Kinsman states that Mr. Binkie did not ask him for the records and Mr. Garton was not available during this inspection. If Mr. Binkie asked someone else for records and got incorrect information, that hardly constitutes a discrepancy. If he asked for proof of training in areas not specifically required in FAR Part 139, that does not rise to the level of a discrepancy.

c. Documentation:

Essential documents required by the FAA and/or TSA were not available during the visit. I need much more specificity to respond. During the May, 2000, FAA inspection, no such discrepancy was noted.

Those documents that were made available were not up to date, and were not stored in a manner to make them accessible to employees. Again, I need more specificity. Accessibility of documents to employees is a function of management and hardly constitutes a situation that "threatens" continued operation.

In particular, a copy of the Airport Certification Manual (ACM) was not available for reference by Aircraft Rescue and Fire Fighting (ARFF) personnel or the maintenance and safety specialists. I can find no such requirement in FAR Part 139. If there is no requirement, no discrepancy exists. Making a copy of the ACM available to employees is a function of management. Lack of an available copy hardly constitutes a situation that "threatens" the continued operation of the airport. Copies of applicable sections, such as the Emergency Control Plan, are currently available to each employee with responsibilities assigned. Having a copy of the ACM available to ARFF personnel is a good idea, however, and we are considering it.

d. Staffing and Organization.

Employees are not effectively utilized, especially in safety and security-related duties. While this is to some extent a matter of judgment, we have some useful suggestions to offer. Fully utilizing employees is a prerogative of management. Regardless of Mr. Binkie's personal preference, current utilization of airport personnel is not in any way a violation of Part 139 or the lease agreement.

Employee numbers have been reduced to a level that jeopardizes the airport's ability to comply with FAA Part 139.303, "sufficient qualified personnel." The airport location is on an island, separated from the supporting resources of the Borough and the City of Ketchikan, [which] enhances the need for independent emergency response as well as routine maintenance capability. I have maintained the number of airport employees as directed by Borough management. During the May, 2002, FAA inspection, we advised the inspector of our staffing changes and he did not issue a violation. In essence, the inspector felt we still met or exceeded the requirements of Part 139.303. Therefore, no violation exists.

Based on several ongoing factors, you and I are working on this issue separately. I believe several individuals and organizations have made this an issue in order to accomplish their own agendas. Some have directly contradicted themselves, making it difficult to gauge the accuracy of their "professional" opinions.

I would be happy to increase staffing levels. I await your direction as to how much we increase the service and whom we will charge for the cost.

To summarize, the only real discrepancies Mr. Binkie found were: the markings, which the FAA has already identified and which we are already working to correct; the lack of adequate training to ensure Safety Specialists properly performed and documented self-inspections; and the gap in proper recording of these inspections caused by the lack of training. We have taken initial steps that corrected the self-inspection discrepancies and have additional plans to ensure training is

standardized. This last was, in my opinion, a serious deficiency, and I am grateful that Mr. Binkie's inspection helped identify the problem.

It seems to me that either Mr. Binkie came to perform this inspection with a hidden agenda or he is totally unprofessional and lacking in the most basic of inspection protocol or he was driven by direction of a supervisor with a political agenda. During the in-brief, I advised Mr. Binkie that the lease specifies the purpose of his inspections is to ensure our compliance with Section 6 of the lease: Maintenance and Repair. That section addresses the maintenance and repair of the facilities (runways, taxiways, clear zones, etc.).

At that time, Mr. Binkie advised me he was here on a "friendly" visit and wanted to apply his skills and knowledge in an effort to help me improve our operations. Because of his statement, I allowed him full access to all documentation and personnel. However, Mr. Binkie did not discuss his findings with me. Such a discussion might have resolved some, if not most, of the "discrepancies" noted.

Mr. Binkie also failed to give you or me the courtesy of a formal outbrief. Based on the seriousness of his allegations, an outbrief was not only warranted but essential. Granted, we both ran out of time before his flight, but the following workday morning he chose not to postpone his meeting with his supervisor to brief his findings with me. Any professional supervisor would have accepted a brief delay for that reason and any ethical investigator would have felt it mandatory to conduct such a briefing before issuing findings as factual.

Finally, it appears that Mr. Binkie recently felt it was within his purview to provide copies of his inspection report and Mr. Doll's letter to the City of Ketchikan. That was totally inappropriate and unprofessional. It certainly was not in the state's or the Borough's interest to release an unsubstantiated report publicly. Whose interests was Mr. Binkie furthering by his release of that information? His own?

This airport already answers to the FAA to ensure we comply with the provisions of FAR Part 139. Is Alaska DOT proposing to usurp compliance responsibilities from the FAA and conduct all further inspections? Are we to answer to Alaska DOT as the last word in authority for aviation compliance issues? Mr. Binkie has no right under the lease between the Borough and the State of Alaska to conduct inspections of this kind.

Mr. Binkie has not seen fit to share his initial report with me. At the very least, his "findings" seem exaggerated and fly in the face of the FAA inspection we recently completed.

There are deficiencies that need to be corrected and there are morale problems associated with some employees. The former have been identified and solutions are in motion. The morale problems are only exacerbated by ill-founded, overly zealous and scurrilous comments made by unsupportive State of Alaska employees like Mr. Binkie.

According to our lease agreement with the state, the Borough must provide the state with copies of our Airport Certification Manual and Airport Security Manual and must allow a representative of the state to inspect our facilities to ensure we maintain and repair them according to Part 139 standards. We recently sent Mr. Doll copies of the manuals. In the future, I will allow inspection by a representative of the state only of those items which the lease agreement requires us to allow the state to inspect.