



Airline History Museum
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Notice of Complaint per 14 CFR Part 16

To:

Office of the Chief Counsel,
Attention: FAA Part 16 Docket Clerk,
AGC-600, Federal Aviation Administration,
800 Independence Avenue SW.,
Washington, DC 20591
9-AWA-AGC-Part-16@faa.gov

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Complainant

PART 16 DOCKETS

Save A Connie, Inc dba Airline History Museum
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Respondent

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC**

**SAVE A CONNIE, INC.
d/b/a AIRLINE HISTORY MUSEUM**

COMPLAINANT

V.

Docket No. _____

**KANSAS CITY AVIATION DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

RESPONDENT

**FORMAL COMPLAINT
FOR NONCOMPLIANCE OF FAA GRANT ASSURANCES
BY THE CITY OF KANSAS CITY, MISSOURI, KANSAS CITY AVIAITON
DEPARTMENT**

I. INTRODUCTION

This is a formal complaint pursuant to 14 CFR Part 16 against the city of Kansas City, Missouri, and the Kansas City Aviation Department (KCAD), owner and operator of the Charles B. Wheeler Downtown Airport (the Airport), a federally funded regional airport. Respondent has accepted federal funding for airport improvement projects at the airport, including most recently in 2021. Under the Airport Improvement Program, Respondent is thus obligated to comply with the terms of Federal Aviation Administration grant agreements, including assurances for airport sponsors ("Grant Assurances"). At issue are the actions and or inactions of KCAD directly and through its Master Tenant in violation of the Grant Assurances. Respondent leases approximately 80% of all property at the Airport, including vacant land, to Master Tenant Executive Beechcraft, who was subsequently purchased and is now operated and managed by Signature Flight Support (Signature). The lease to Master Tenant is a "Net Lease," transferring all rights and powers for the operation, maintenance, preventative maintenance, and control of that property. Respondent has also allowed an amendment for the long-term banking of land through 2050 and does not require capital improvement to retain possession and control of the property.

Complainant Save A Connie, Inc., d/b/a Airline History Museum (AHM), is a not-for-profit aviation organization located at the Charles B. Wheeler Downtown Airport. AHM has been a tenant of the airport since 1986, operating as a museum in Hangar 9. The sublease of Hangar 9 to AHM is spelled out in a 2005 Master Lease Agreement between Respondent and Master Tenant. In 2009, the City Council of Kansas City, Missouri authorized a second amendment to the 2005 Master Lease to allow AHM use of Hangar 9 rent-free through 2035. Upon taking over management at the airport, however, Signature refused to allow AHM to use the leased space, has denied access to the airport for pour aircraft, has allowed building to intentionally decay, removed electrical service, and blatantly interfered with the operations of the AHM.

Currently, Signature is not allowing access to Hangar 9 or its irreplaceable planes, claiming to evict AHM under the terms of a 2000 sublease and refusing to allow any new lease with or without rent. As a result, AHM's planes and Hangar 9 have been sitting unguarded and unmaintained. Respondent has refused to discuss leasing Hangar 9 or any other space to Complainant or to take any actions to ensure required maintenance, deferring all such decisions to Signature.

II. RELEVANT FACTS

In 1986, AHM acquired a Lockheed 1049 Constellation - a 4-engine propeller driven airliner. The aircraft represents a significant era in the development of the airline industry and was the crown jewel of TWA, which was originally headquartered at this airport. In the early years of the museum, there was insufficient space available to keep the aircraft in a hangar and it was kept outside on the ramp. During the 1990s, AHM board members negotiated several options to build a facility on vacant land. However, Hangar 9 became available and lease terms were negotiated.

In 2000, AHM entered into a sublease with Master Tenant. That sublease had a term of 20 years with an expiration of December 31, 2020. This sublease was never signed by KCAD, and it was subordinate to a Master Lease between the Respondent and Master Tenant, which was executed in 1973. However, when the Complainant requested copies of the 1973 Master Lease and any amendments, the Respondent could not produce the original or any copies.

In 2005, Respondent and Master Tenant entered into a new Master Lease agreement which terminated the 1973 Master Lease. The primary purpose of this new lease was to allow the city the opportunity to clean up property descriptions. As part of this exercise, the square footage contained in the sublease to AHM was redistributed. While the total square footage remained the same, the physical property lines moved. This resulted in a loss of parking lot space but a gain in ramp space. The lost parking lot space was later converted into a fuel farm by the Master Tenant. The new description of space subleased to AHM was identified as Parcel D-2 and dedicated to the Complainant by name in the 2005 Master Lease.

In 2006, Master Tenant was purchased by a holding company, BBA U.S. Holdings, Inc. Another organization, Signature Flight Support, took over operation and management of

Master Tenant, subsequently rebranding all Master Tenant assets as Signature Flight Support. All employees based at Master Tenant facilities are now employees of Signature.

Signature Flight Support is not a party to the Master Lease for the Charles B. Wheeler Downtown Airport. There are no amendments to the Master Lease assigning any rights to Signature by the Respondent. There are no amendments to the Master Lease giving authority to Signature to function as the Master Lease holder or Master Tenant. Complainant believes that Executive Beechcraft, Inc is no longer a Missouri Corporation in good standing.

In 2009, the Respondent granted the Complainant a full abatement of rent for its use of parcel D-2. This was memorialized by City Ordinance and a Second Amendment to the 2005 Master Lease. However, that same year, Signature produced two invalidated amendments to the 2000 sublease. These amendments were not approved by the Board of Directors of the Complainant and have numerous legal concerns as will be outlined below. Even if they had initially been valid, they were terminated by the 2005 Master Lease, which terminated the 1973 Master Lease to which the 2000 sublease was subordinate and set forth a definition of the property subleased to Respondent. Nonetheless, Signature relied upon the earlier sublease amendments and began to double charge for ramp space of Complainant's L-1011 while prohibiting Complainant from using the space.

In 2012 it was discovered that the definition of Parcel D-2 was poorly identified in the 2005 Master Lease. Numerous meetings were held between Complainant, Respondent and Signature in an attempt to properly define what Parcel D-2 is, as explained in the attached documents and relevant section below. According to Signature's position, part of the D-2 parcel subleased to Complainant is being used as a fuel farm by Signature. Nonetheless, Respondent failed to enforce any resulting definition and has deferred this power entirely to Signature.

Respondent has thus chosen to enforce the terminated and false documents, contrary to the terms of the 2005 Master Lease, its subsequent amendments, and City Ordinance. As a result, Signature has taken advantage of the abatement but prohibited the Complainant from using the abated property. Respondent has thus granted rent-free use of the space to Signature.

Master Tenant claims the Complainant owes back rent. However, Master Tenant has failed to provide a sublease with a description of the property for which Master Tenant claims rent is due. Further, Master Tenant is claiming rent is due while the Complainant has been locked out of the facility and its property improperly seized. Instead, Master Tenant has sent invoices to Complainant simply requesting rent to be paid with no explicit tie to the 2000 Sublease or with terms that meet the requirements of the Master Lease. Complainant is willing to pay rent as long as those rents and property description are in agreement with the 2005 Master Lease, and the City Ordinances and Resolutions adopted in favor of the Complainant.

Complainant wishes to continue to operate as a Museum at the Kansas City Downtown airport on reasonable terms. Hangar 9 is the only facility at the airport large enough to hold its aircraft. But there is also a significant amount of undeveloped space that has been vacant for the life of the Master Lease (over 20 years). However, that property has been banked by the

Master Tenant. The Master Tenant has not been able to put that space to good aeronautical use in a reasonable amount of time nor are there any plans to put that space to use.

The Complainant made several attempts to expand by requesting the addition of the adjacent Hangar 8 to its Leasehold. Signature denied the request and instead converted the property to non-aviation use and leased space to a Limousine Company. This Limousine company now has full access to the AOA and the SIDA area. The Respondent has denied the Complainant any opportunity to continue to lease available space, use its aircraft and provide the public service which it has provided since 2000 from this facility. The Respondent has denied the Complainant use and access to space based on Signature not giving permission to the Respondent to allow a lease of available space on reasonable terms. The net result is that the Complainant is being denied access to the airport and to provide its public service.

III. CERTIFICATION OF 14 CFR § 16.21, PRE-COMPLAINT RESOLUTION

Complainant certifies that it has made substantial and reasonable good faith efforts to resolve the disputed matter informally prior to filing this complaint pursuant to 14 CFR § 16.21. Complainant has made multiple contacts with the City Council, Mayor, Director of Aviation, and Signature to resolve issues regarding this complaint to no avail. Many of these communications are outlined in the explanation of documents, below. The Complainant then filed a Part 13 Complaint for remedy of compliance violations.

On September 21, 2020, Complainant sent an email to the local airport office (IOP 1). In that email it was stated “...*please consider this email an informal Part 13 written complaint.*”

On September 29, 2020, the FAA Central Region was given additional information in substantiation of the Part 13 complaint. (IOP 2)

On December 15, 2020, The FAA Central Region dismissed the complaint (IOP 3) however and stated “*This preliminary determination 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.*”

The complainant believes the FAA erred in its finding by not addressing all of the concerns raised by the complaint and/or not understanding the basis of Complainant’s complaint, as the FAA’s determination addressed only whether Signature is receiving monetary abatement from the City for AHM’s leasehold without passing it on to AHM. IOP 3, 4. Further, AHM believes the FAA erred given that the amendment referenced in their decision (IOP 14) in fact did not eliminate any abatements. The abatement is granted under the Second Amendment to the Master Lease (IOP 11) which remains in full effect.

The FAA failed to recognize that the abatement resulted in revenue diversion and monetary damages in violation of Grant Assurances. The FAA also failed to recognize the other grant assurance violations resulting from Respondent’s dealings with Signature, as well as the fact

that Complainant is willing to lease on reasonable terms but has been denied access to our facility.

There is no reasonable prospect for timely resolution of the dispute, as Respondent refuses to take any action to address AHM's complaints.

IV. STANDING: COMPLAINANT HAS BEEN DIRECTLY AND SUBSTANTIALLY AFFECTED

Pursuant to 14 CFR § 16.23, as a tenant, aircraft owner and operator, the Complainant has been substantially affected by the actions of the Respondent and Master Tenant.

- AHM has lost revenue due to museum closure by Master Tenant.
- AHM has been deprived of the use of the space leased to the Complainant.
- AHM has been deprived of use of its aircraft.
- AHM has been deprived of use of the airport for its own aircraft.
- AHM has been deprived of the benefits of abatements and support which were granted but diverted Master Tenant.
- AHM has suffered damage to its reputation and loss of donor confidence.

V. SUPPORTING DOCUMENTS & EVIDENCE OF VIOLATIONS

Complaint provides the following documents/Items of Proof (IOP) in support of its complaint:

a) 2000 SUBLEASE AND ITS AMENDMENTS

Master Tenant maintains that the Sublease created in 2000 governs the tenancy of the Complainant. Complainant maintains the 2000 Sublease is unenforceable and not applicable under the 2005 Master Lease.

i) SUBLEASE AGREEMENT (IOP 5)

- (1) The Sublease is subordinate to a "*...lease agreement with the City of Kansas City, Missouri (the "City") dated July 16, 1973, and most recently amended on August 24, 1993, hereinafter referred to as the "Master Lease"...*";
 - (a) Respondent cannot produce a copy of the 1973 Master Lease or the 1993 Amendment (IOP 16);
 - (b) The 1973 Master Lease was terminated with execution of a new Master Lease in 2005 (IOP 8);
- (2) Section Twenty-Six states "*This sublease is effective and binding on the parties hereto only after it has been approved by the Aviation Department of Kansas City, Missouri, which approval is the Lessor's obligation to obtain.*"

- (a) This sublease was not signed by the Respondent; and
- (b) This sublease was signed by Master Tenant and Complainant, but the Signatures have not been attested to.

ii) FIRST AMENDMENT TO 2000 SUBLEASE (IOP 6)

- (1) This Sublease amendment is dated April 1, 2009;
- (2) This amendment was signed by Paul Sloan, who was not an AHM Board Member and did not have authority to sign contracts on behalf of the Complainant; and
- (3) The Amendment was not approved by the Respondent, Aviation Department of Kansas City.

iii) SECOND AMENDMENT TO SUBLEASE (IOP 7)

- (1) This amendment has a blank day and month but a year of 2009;
- (2) This is after the execution of the 2005 Master Lease;
- (3) Page 1 is identified as Page 1 of 2 at the bottom;
- (4) Page 2 is identified as Page 2 of 3;
- (5) Page 3 is identified at page 3 of 3;
- (6) There is a secondary header on pages 2 and 3 which matches the header of page 2 and 3 of the First Amendment; and
- (7) Due to these facts, this document is counterfeit.

b) 2005 MASTER LEASE AND RELEVANT AMENDMENTS

In 2005, Master Tenant and the Respondent endeavored to simplify property descriptions and create a more modern lease. (IOP 18)

i) 2005 FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 8)

- (1) This lease was executed on December 28, 2005;
- (2) *"City and Lessee desire to cancel the Prior Leases and provide this new Lease to govern the lease of the premises at the Airport and the terms and conditions thereof"*; This clause canceled the 1973 Master Lease, its amendments, and its subleases;
- (3) The 2000 Sublease terms are in conflict with this new lease and, more importantly, the property descriptions were redistributed and renamed, rendering the 2000 sublease unenforceable on its face;
- (4) Section 1.1.A imparts an exclusive right; *"City will not use or permit the use of the relinquished land for a fixed base operation while Lessee is a tenant of the Premises leased hereunder..."*;

- (5) Section 2.1.B has assigned the Rights and Powers to Master Tenant in the form of a "Net Lease." Master Tenant has been assigned complete control, management, and operation of both the developed and undeveloped premises;
- (6) Sec 2.5 incorporated the Complainant by name and granted AHM reduced building and ground rents so long as it remains a non-profit aviation-history facility in Exhibit B;
- (7) Sec. 3.1 establishes that Master Tenant is responsible for all repairs and maintenance. However, Respondent has not enforced these requirements and the airport continues to decay;
- (8) **"Part II § J. Compliance With Laws.** *Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease.*";
- (9) **"Part II § K.** *Lessee acknowledges that this Lease is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.*"; and
- (10) **"Part III § XIII. Right to Amend.** *In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Lease as may be reasonably required.*"

ii) ESTOPPEL AND CONSENT AGREEMENT (IOP 9)

- (1) In 2007, BBA U.S. Holdings, Inc. purchased all shares of stock of Executive Beechcraft Inc's parent corporation, Topeka Aircraft, Inc.;
- (2) Signature Flight Support is not a party to this document;
- (3) Signature Flight Support is owned by BBA Aviation;
- (4) BBA Aviation, a British Company, was renamed Signature Aviation and was sold to an investment group; and
- (5) It is unclear if Executive Beechcraft, Inc. is still an active corporation and eligible to be the named party to the Master Lease.

iii) FIRST AMENDMENT TO 2005 FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 10)

- (1) This amendment reinforces an Exclusive Rights Violation, stating: *"City will not use or permit the use of the relinquished land for a fixed base operation while Lessee is a tenant of the Premises leased hereunder..."*

iv) SECOND AMENDMENT TO 2005 FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 11)

- (1) This amendment modifies "Article I, Section 1.1 Leased Premises," effectively assigning the property subleased by Complainant and described as parcel D-2 to the Complainant;
- (2) *"Parcel D-2, is amended to reflect \$0.00 annual building and ground rent so long as Parcel D-2 is a non-profit Airline History Museum";*

- (3) Respondent gave an abatement to Complainant allowed by FAA order 5190.6B.§17.15. Exception to the Self-Sustaining Rule: Use of Property by Not-for-Profit Aviation Organizations;
 - (4) Since Complainant is a subtenant, the abatement was set up as a pass through;
 - (5) The abatement was made retroactive to June 1, 2009; and
 - (6) This amendment further modifies Exhibit B, Rental rates for Parcel D-2.
"Building and Ground Rents for the Airline History Museum are abated so long as it is a non-profit aviation history facility."
- v) THIRD AMENDMENT TO FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 12)
 - (1) This amendment creates Parcel H and requires a change to the Airport Base Map;
 - (2) Parcel H lies within the bounds of the property described in the 2000 Sublease to Complainant;
 - (3) If the 2000 Sublease is the guiding document as Master Tenant claims, then the fuel farm is on Complainant property; and
 - (4) By Master Tenant's own admission, the abatement allowed by the Second Amendment has been applied to their Fuel Farm.
- vi) FOURTH AMENDMENT TO FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 13)
 - (1) This amendment imparts an exclusive right on additional vacant property that is being held vacant and Respondent is not requiring any capital investment in the vacant land; and
 - (2) Section 1.2.B.1. *"It is agreed and understood that the city shall not require any capital investment by the lessee as a prerequisite of the execution of the option term."*
- vii) SIXTH AMENDMENT TO FIXED BASE OPERATIONS AND LEASE AGREEMENT (IOP 14)
 - (1) This amendment deletes section 2.5 naming the Complainant;
 - (2) It does not delete the Amendment to Master Lease Exhibit B, which grants zero building and ground rent; and
 - (3) This amendment was passed under misleading circumstances; Respondent claims this section was removed at the request of the FAA, referencing Ordinance 190701, which was problematic as explained next. (IOP 15).
- viii) ORDINANCE 190701 (IOP 15)
 - (1) This ordinance was passed by the City Council at the direction of the Aviation Department of Kansas City;
 - (2) The KCAD misinformed the City Council, stating this amendment was required at the direction of the FAA;
 - (3) Complainant was never notified of the Committee Meeting or offered a chance to respond to any possible questions from the City Council and/or the FAA;

- (4) IOP 3 states, "*An airport sponsor, at its discretion, may provide airport property at less than fair market rent to aviation museums...*"; and
- (5) A video is available of this City Council Session and can be made available at the request of the FAA.

c) ATTEMPTS TO WORK WITH THE RESPONDANT FOR RESOLUTION

- i) EMAIL FROM BRETT ROBINSON – 04/02/2014 (IOP 16)
 - (1) As of April 2, 2014, "*We have no specific drawings of Parcel D divided into D-1 and D-2*";
 - (2) "*Since the Airline History Museum became eligible for rent abatements under federal law in 2003...*"; and
 - (3) "*The Airport has defined D-2 as having 300,258 SF....*"
- ii) EMAIL FROM BRETT ROBINSON – 04/02/2014 (IOP 17)
 - (1) Complainant requested copies of the 1973 Master Lease and the 1993 Amendment; and
 - (2) The Respondent stated, "*Our Records Manager has checked the archives and we do not have the 1973 Lease or Amendment.*"
- iii) EMAIL FROM BRETT ROBINSON – 04/15/2014 (IOP 18)
 - (1) "*The Airport has no minimum standards or any other policies for leasing property from the city*"
- iv) EMAIL FROM DAVID LONG – 07/10/2014 (IOP 19)
 - (1) "*The City and EB had a Lease ("Terminated Lease") for 201, 351, and 401 Lou Holland*";
 - (2) "*The City has abated the rent, either in part or in whole, of the Current Lease (effective date, January 1, 2006) for 300,528 sf as permitted for a qualifying purpose with the expectation that the AHM would indeed have full benefit of the abated 300,528sf.*";
 - (3) "*It is understood that there are discusses[sic] ongoing between the AHM and Signature that the Airport need not be a part of but the Airport is interested in knowing and identifying the 300,528 sf that is the subject of abated or adjusting the abatement as detailed above.*";
- v) EMAIL TO Aviation Director MARK VAN LOH – 10/07/14 (IOP 20)
 - (1) "*During a meeting of 23 September between representatives of NAHM, Executive Beechcraft, and the City, all parties agreed to the definition of the property designated as Parcel D-2*"
- vi) EMAIL FROM BRETT ROBINSON 10/16/2014 (IOP 21)
 - (1) Using the agreed upon definition, Respondent modified the airport lease map;
 - (2) Mr. Robinson then sent the Complainant a copy of the revised lease map with a description of how it was drafted; and

- (3) *“Our CAD Tech Determined the Square Footage to be 300,258 and the width of the section to be 615.07 Feet.”* This drawing supports the position of the Complainant.

vii) EMAIL FROM MELISSA COOPER – 08/11/2017 (IOP 22)

- (1) Signature refused to acknowledge the definition of Parcel D-2 as outlined on the airport lease map and instead relied upon the description in the 2000 Sublease;
- (2) Complainant reached out to then Airport Manager Melissa Cooper;
- (3) *“I am unable to meet with you regarding your lease with Signature without Signature present.”*; and
- (4) This became a standard response. Respondent has continually declined to meet with Complainant deferring to Signature as the entity who is responsible for reconciliation.

d) EVOLUTION OF THE AIRPORT BASE MAP FROM 2005 TO PRESENT

i) 2005 BASE MAP (IOP 23)

- (1) When the 2005 Master Lease was drafted, the new property designations changed from “Tracts” to “Parcels”; and
- (2) Parcels A through G were created and included as Exhibit A in the 2005 Master Lease.

ii) UPDATED BASE MAP ADDING PARCEL H (IOP 24)

- (1) In 2011, Parcel H was created when the Fourth Amendment was executed; and
- (2) Upon close examination of Parcels D and H, a fence line can be identified. This fence line represents the original property line as shown in Exhibit B of the 2000 Sublease.

iii) UPDATED BASE MAP SEPARATING PARCEL D INTO PARCEL D-1 AND D-2 (IOP 25)

- (1) In 2014, during the discussion above, Parcel D-1 and D-2 were identified and incorporated into the Base Map; and
- (2) Parcel D-2 identifies the 300,258 sf which is dedicated to the Complainant under the terms of the 2005 Master Lease.

iv) APPROXIMATED OVERLAYS TO DEMONSTRATE CONFLICT BETWEEN CURRENT BASE MAP AND SIGNATURE’S CLAIM OF SUBLEASE PROPERTY (IOP 26)

- (1) For the purposes of visualization, approximations of the Original Sublease and the transition to the 2005 Master Lease are laid on top of a satellite image;
- (2) Page 1 is an overlay of the three descriptions at the heart of the lease disputes;
- (3) Page 2 represents the original property described in the 2000 Sublease;
- (4) Page 3 represents the property description contained in the 2005 Master Lease and memorialized by the CAD Drawing of IOP 21 above;

- (5) Page 4 describes the Fuel Farm constructed in 2011 which the Master tenant maintains is within our leased property;
- (6) It should become obvious that certain portions of the property which Master Tenant claim to be leased to the museum, do not lie within the leasehold as defined by Parcel D or D-2; and
- (7) Any abatements given or rent collected after 2005 based on the 2000 Sublease description would then apply to Parcel H ("Fuel Farm) instead of Parcel D-2 intended for use by the Complainant.

e) COMMUNITY BASED SUPPORT AND LOCAL INTEREST

i) RESOLUTION NO. 030548 (IOP 27)

- (1) *"The Mayor and City Council hereby commend the Airline History Museum for its outstanding contributions to historic preservation."*; and
- (2) *"...congratulations" of the Mayor and City Council for receiving the 2003 D. George Ehlich Achievement in Preservation Award and for its outstanding contributions to the preservation and interpretation of airline history in Kansas City, Missouri."*

ii) ORDINANCE NO. 090370 (IOP 28)

- (1) *"...eliminating the rent on that portion of the premises subleased to the Airline History Museum"*; and
- (2) This ordinance created the Second Amendment to the 2005 Master Lease.

iii) RESOLUTION NO. 140438 (IOP 29)

- (1) *"...the direct involvement of the City with the ongoing operations of the organization is appropriate to more closely align the city's efforts at the Charles B. Wheeler downtown Airport with that of the National Airline History Museum."*; and
- (2) *"...the city wishes to formalize its involvement with the National Airline History Museum by participating on the board of directors of Save A Connie, Inc., ..."*

iv) RESOLUTION NO. 170131 (IOP 30)

- (1) *"...the City Council hereby directs the City Manager to confer with representatives of these facilities and City staff..."*; and
- (2) *"...concerning a plan to best promote, locate, combine and coordinate these facilities at the Charles B. Wheeler Downtown Airport."*

f) EMAILS DENYING USE OF AIRPORT

i) EMAIL FROM SIGNATURE (JOE BEHLING) – 06/12/2014 (IOP 31)

- (1) *"Signature does not authorize the AHM to bring the DC-8 to MKC"*;
- (2) The airport manager Michael Roper was copied in, he declined to intervene on their decision; and
- (3) Signature has no authority to deny use of the airport.

- ii) EMAIL FROM RESPONDENT (MARK VAN LOH) – 06/12/2014 (IOP 32)
 - (1) Complainant requested space to park the aircraft that Signature would not allow on parcel D-2;
 - (2) *“Arrangements must be made with Signature for this operation”*; and
 - (3) Signature has no authority to deny the use of the airport by an aircraft owner.

- iii) EMAIL FROM RESPONDENT (MICHAEL ROPER) – 09/17/2015 (IOP 33)

- (1) Electrical service was disconnected from a building in possession of the Complainant; and
 - (2) *“We were instructed by Signature Flight Support to terminate electrical Service to that service address”*

- iv) EMAIL TO RESPONDENT (JOE BEHLING) – 09/18/2015 (IOP 34)

- (1) *“Good morning Joe, Can you please restore electrical Service to the CAP shack. Evidently the meter was removed at Signatures request.”*
 - (2) Why was Signature allowed to decommission an active building?
 - (3) Mr. Behling never responded to repeated requests.

- g) DEMONSTRATED NEED FOR AERONAUTICAL USE OF PARCEL D-1

Complainant was interested in leasing Hangar 8, located directly north of Parcel D-2. Complainant was denied aeronautical use in preference of non-aeronautical use. This building was leased to a limousine company. This limousine company has direct, unrestricted access to the AOA.

- i) EMAIL FROM SIGNATURE (JOE BEHLING) – 03/18/2013 (IOP 35)

- (1) *“I am hoping to find some time to get together”*; and
 - (2) *“I have spoken to the City and they are agreeable to negotiate and split up Hangar 8 as required to help us both make this happen”*

- ii) EMAIL TO SIGNATURE (JOE BEHLING) – 04/15/2013 (IOP 36)

- (1) *“I wanted to follow up with you on our conversation of transferring lease to the museum.”*; and
 - (2) Attachment contains a proposal to Lease Hangar 8 for aeronautical use.

- iii) PHOTOS OF NON-AERONAUTICAL USE (IOP 37)

- (1) Leader Limo occupies a large portion of Hangar 8;
 - (2) Much of the facility is in disrepair as seen by the flooded shipping dock;
 - (3) Master Tenant has misused the property and allowed personal use by employees to store and repair watercraft;
 - (4) Master Tenant has misused the property with non-aeronautical use by a limousine company; and

- (5) Much of the Hangar space is being used for equipment storage instead of aircraft.
- iv) EMAIL FROM SIGNATURE (JOE BEHLING) IDENTIFYING INTENT TO USE FOR NON-AERONAUTICAL PURPOSES (IOP 38)
"Signature needs Hangar 8 for our equipment and we have potential tenants that may want to lease the space"
- h) FAILURE TO MAINTAIN AIRPORT PROPERTY
- i) EMAIL FROM SIGNATURE (JOE BEHLING) – 11/12/2013 (IOP 39)
- (1) The overhead bi-fold door failed. Complainant contacted Respondent and Master Tenant to coordinate repair;
 - (2) *"Prestige will send an invoice and when I receive that I will forward it to you"*;
 - (3) *"John..."*, *"...the museum can pay"*; and
 - (4) This door remains unrepaired despite numerous complaints and notifications to the Respondent.
- ii) EMAIL FROM SIGNATURE (JOE BEHLING) – 11/12/2013 (IOP 40)
- (1) *"Under the Second Amendment to the sublease with Save A Connie, Inc., the museum is responsible for all repairs and maintenance"*;
 - (2) As demonstrated above the Second Amendment to the Sublease (IOP 7) is not a valid document;
 - (3) The Aviation Department has confirmed that Master Tenant is responsible for repairs; and
 - (4) Both the Respondent and Master Tenant have failed to make repairs and have been unwilling to allow the museum to make the same repairs.
- i) INTENTIONAL NEGLECT OF PARCEL D-2
- i) EMAIL FROM RESPONDENT (GREG FOTOVICH) – 12/15/2021 (IOP 41)
- (1) *"There is possible damage to Hangar 9's roof due to the severe thunderstorm winds that passed through MKC this evening."*
- ii) EMAIL FROM RESPONDENT (ROD DEWINKLER) – 12/21/2021 (IOP 42)
- (1) High winds and failure to secure the building led to further damage and sheet metal blowing across the airport. This is an obvious safety issue;
 - (2) *"I did pick up 2 panels in the "VOR" field."*; and
 - (3) In a response from Melissa Cooper, *"Consistent with the lease between Signature and KCAD, Signature is responsible for this repair."*
- iii) EMAIL FROM SIGNATURE (JAMES OREFICE) – 12/22/2021 (IOP 43)
- (1) *"I am working with our insurance adjuster"*
- iv) EMAIL TO SIGNATURE (JAMES OREFICE) 03/16/2022 (IOP 44)

- (1) Several months later, the building remained unrepaired; and
 - (2) Ultimately this damage and the openings in the building were left untouched for approximately a year.
- v) PHOTOS OF CURRENT CONDITION OF PARCEL D (IOP 45)
 - (1) The damage has been patched but not repaired to the buildings original condition.
- j) COMPLIANCE ISSUES
 - i) COMPLIANCE REVIEW (IOP 46)
 - (1) Complainant had a third party perform a compliance review of the Master Lease and Complainant's tenancy;
 - (2) This review was performed in an effort to make additional good faith efforts to discuss with the Respondent;
 - (3) The report was presented to several representatives of the Respondent; and
 - (4) The Respondent has failed to address the issues raised in this report.
 - ii) ESTIMATED ABATEMENTS DIVERTED TO Master Tenant Master Tenant (IOP 47)
 - (1) Complainant has estimated the abatement amounts that were available and used by Master Tenant; and
 - (2) This revenue has been redirected and applied to Parcel H and square footage not within the Master Tenants leasehold.
 - iii) AIRPORT LAYOUT PLAN (ALP) AND CURRENT AVAILABLE PROPERTY FOR DEVELOPMENT (IOP 48)
 - (1) The ALP is included to demonstrate the fact that there is property available but "banked" by Signature. There is future property to be released, however the Respondent has neglected to discuss these options in favor of other classes of users;
 - (2) Master Tenant has failed to develop "banked" vacant property since 2006; and
 - (3) Respondent fails to negotiate for property where a demonstrated need is identified.

VI. VIOLATIONS OF GRANT ASSURANCES

In addition to the non-compliance outlined above, Complainant provides the following specific allegations of Grant Assurance violations:

- 1) FAILURE TO COMPLY WITH GRANT ASSURANCE 5, PRESERVING RIGHTS AND POWERS
 - a) FAA Order 5190.6B, § 6.3.b

- “Grant Assurance 5, Preserving Rights and Powers. A sponsor cannot take any action that may deprive it of its rights and powers to direct and control airport development and comply with the grant assurances”;*
- b) FAA Order 5190.6B, § 6.3.b
“Of particular concern to the FAA is granting a property interest to tenants on the airport. These property interests may restrict the sponsor’s ability to preserve its rights and powers to operate the airport in compliance with its federal obligations.”;
 and
- c) FAA Order 5190.6B, § 6.7.a
“Rights and Powers. Grant Assurance 5, Preserving Rights and Powers, prohibits the airport sponsor from entering into an agreement that would deprive it of any of its rights and powers that are necessary to perform all of the conditions in the grant agreement or other federal obligations unless another sponsor/operator assumes the obligation to perform all such federal requirements.”
- d) Gina Michelle Moore, individual and d/b/a/ Warbird Sky Ventures, Inc. v. Sumner County Regional Airport Authority, Docket No. 16-07-16 (Feb. 27, 2009)
“[I]nformal business practices, ad hoc procedures, and non-transparent decision-making processes” constitute a “casual approach to airport management [that] erodes a sponsor’s ability to ... address its respective grant obligations” and, accordingly, “[a] ceding of the sponsor’s ability to preserve its rights and powers occurs.”

Respondent has transferred its rights and powers to its Master Tenant through a “Net Lease” which transfers operations and maintenance to the Master Tenant, as explained above. Whenever the Complainant has raised concerns about the buildings, ramp and grounds, Respondent has deferred Complainant to Signature for repairs and maintenance. Respondent has not ensured that airport facilities are operated and maintained in accordance with Grant Assurances, as Signature has taken actions contrary to the Grant Assurances and Respondent has claimed an inability to act otherwise.

For example, electrical service was disconnected from a building in possession of the Complainant. When Complainant requested Respondent restore electrical service, Respondent stated that they “were instructed by Signature Flight Support to terminate the electrical service to that service address.” Despite repeated requests, no further response was received. *See* IOP 33, 34.

Respondent has allowed Signature, who is not a party to the Master Lease, to negotiate the property description. Signature never defined or acknowledged the 300,528 sq feet leased to Complainant and, although Complainant is mentioned by name in the 2005 Master Lease with Respondent, Respondent has refused to exercise any authority over the matter.

Respondent does not ensure proper procedures and transparent decision-making in its business practices. Although Parcel D-2 was specifically named as the “Airline History

Museum on Lou Holland Drive” in a 2009 amendment to the 2005 Master Lease, and abatement of rent specifically tied to the parcel’s continued operation as a non-profit Airline History Museum, Respondent has allowed Signature to deny Complainant access to the parcel, while allowing Signature to take advantage of the abatement, based on the existence of an earlier, invalid amendment to a different sublease agreement that was subordinate to a prior Master Lease. Respondent did not maintain copies of the prior Master Lease between itself and Master Tenant. These informal business practices and ad-hoc approach to interpretation of and execution of leases are a failure to preserve rights and powers as required by Grant Assurance 5.

The Respondent has further failed to exercise its Rights and Powers under Grant Assurance 5, Rights and Powers, by allowing Signature to unreasonably and unjustly deny Complainant access to the airport. Respondent’s inactions were taken knowingly and with intent to deprive the Complainant of fair use of the airport. The respondent has refused to discuss any issues and deferred all decision making with respect to airport users to its Master Tenant. Thus, the Respondent has failed to exercise its rights and powers to ensure the public is treated fairly and in compliance with the Grant Assurances.

2) FAILURE TO COMPLY WITH GRANT ASSURANCE 11, PAVEMENT PREVENTATIVE MAINTENANCE

a) FAA Order 5190.6B, § 7.6.

Airport Pavement Maintenance Requirement. A parallel assurance to Grant Assurance 19, Operation and Maintenance, is the airport sponsor’s federal obligation to maintain a pavement preventive maintenance program under Grant Assurance 11, Pavement Preventive Maintenance.

b) FAA Order 5190.6B, § 7.6.a

Guidelines for Inspecting Pavement. FAA places a high priority on the upkeep and repair of all pavement surfaces in the aircraft operating areas.

By assigning its rights and powers over to its Master Tenant through a “Net Lease”, the Respondent has failed to maintain pavement or enforce the assigned responsibly. As explained above with supporting documents, preventative and other necessary pavement maintenance has been neglected. (IOP 45)

3) FAILURE TO COMPLY WITH GRANT ASSURANCE 19, OPERATION AND MAINTENANCE

a) Grant Assurance 19:

The airport and all facilities which are necessary to serve the aeronautical users of the airport ... shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. ... [The Sponsor] will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

b) FAA Order 5190.6B § 7.3

Grant Assurance 19, Operation and Maintenance, is the most encompassing federal grant assurance related to airport maintenance. It requires the sponsor to operate and maintain the airport's aeronautical facilities – including pavement – in a safe and serviceable condition...”;

c) FAA Order 5190.6B § 7.4.a

“Frequently check all structures for deterioration and repair”; and

d) FAA Order 5190.6B § 7.4.b

Inspect runways, taxiways, and other common-use paved areas at regular intervals to ensure compliance with operational and maintenance standards, to prevent progressive pavement deterioration, and to make routine repairs such as filling and sealing cracks.”

e) FAA Order 5190.6B, Chapter 21

“the most common improper and noncompliant land used [at Federally-obligated airports] are ... permitting dedicated aeronautical property to be used for nonaeronautical “uses” such as “using hangars to store vehicles or other unrelated items.”

By assigning its rights and powers over to its Master Tenant, the Respondent has failed to maintain the airport's aeronautical facilities or enforce the assigned responsibly to the Master Tenant.

Specific examples include that Respondent has failed to maintain the hangar doors on the Complaints hangar. One of the electric motors which operated and overhead bifold door failed. This door is required to be open in order to give the vertical clearance required for the aircraft to be towed in and out. The Respondent has failed to repair this door and it remains inoperative. Respondent has also refused to allow the Complaint to repair the door. Due to this inoperative door, two of the Complainants aircraft cannot be towed out of the building.

Another violation occurred when the Master Tennant instructed the Respondent to remove electrical service from a building which was occupied by the complainant and used in conjunction with the Civil Air Patrol. The electrical meter was removed in winter months. The freezing temperatures resulted in pipes bursting and flooding the building. The complainant was forced to vacate due to the conditions. The locks were then changed by the Master Tenant and the respondent refused to allow Complainant to regain access to that building. That building remains in disrepair and vacant. This is a violation of Grant Assurance 19, Operations and Maintenance.

During a storm in December of 2021, multiple buildings at the airport were damaged by high winds including the Hangar occupied by the Complainant. The Respondent was contacted, and the Complainant was willing to coordinate as required to get the building repaired. Respondent instructed the Complainant to take no action and the repairs would be accomplished by the Master Tenant. The storm damage resulted in significant loss of exterior sheet metal and exposed the interior to the elements. The Complainant met with representatives of the Master Tenant to coordinate repairs. However, those repairs never occurred. After 3 months, Complainant contacted the Master Tenant and Respondent but there was no response. The damage continued to expand loose panels continued to come loose and blow across the airport creating a significant safety hazard. After nearly a year, temporary patches have been made to the building, but permanent repairs have not been made. The building continues to decay and the Respondent refuses to take action to repair the building.

The above supporting documents evidence the failures to operate and maintain the airport's operational facilities in a safe and serviceable condition.

The Respondent has allowed activities and use of dedicated aeronautical property for nonaeronautical uses. Complainant was interested in leasing Hangar 8, located directly north of Parcel D-2. *See* IOP 35, 36. Instead, this building was leased to a limousine company and is being utilized to store vehicles. IOP 37. The facility is also in disrepair as seen by the flooded shipping dock.

4) FAILURE TO COMPLY WITH GRANT ASSURANCE 22, ECONOMIC NON-DISCRIMINATION

a) FAA Order 5190.6B, § 9.1.a

- i) *"Federal Grant Obligations. Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to make its aeronautical facilities available to the public and its tenants on terms that are reasonable and to do so without unjustly discriminating among users. This federal obligation involves several distinct requirements.";*
- ii) *"First, the sponsor must make the airport and its facilities available for public use.";* and
- iii) *"The prohibition on unjust discrimination extends to all types, kinds, and classes of aeronautical activities, as well as individual members of a class of operator. This is true whether these terms are imposed by the sponsor directly or by a licensee or tenant offering services or commodities normally provided at the airport. The tenant's commercial status does not relieve the sponsor of its obligation to ensure the terms for services offered to aeronautical users are fair and reasonable and without unjust discrimination."*

b) FAA Order 5190.6B, § 9.7

- i) *"Availability of Leased Space. The sponsor cannot satisfy its federal obligation under Grant Assurance 22, Economic Nondiscrimination, to operate the airport*

for the public's use and benefit simply by keeping the runways open to all classes of users. The assurance obligates the sponsor to make available suitable areas or space on reasonable terms to those willing and qualified to offer aeronautical services to the public “

- c) FAA Order 5190.6B, § 9.7.c
 - i) *“Activities Offering Services to the Public. Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to negotiate in good faith and on reasonable terms with prospective aeronautical service providers.”; and*
 - ii) *“The FAA interprets the willingness of a prospective provider to lease space and invest in facilities as sufficient evidence of a public need for those services. In such a situation, the FAA does not accept a sponsor's claim of insufficient business activity as a valid reason to restrict the prospective provider's access to the airport.”*
- d) Boston Air Charter v. Norwood Airport Commission, Docket No. 16-07-03, (Apr. 11, 2008)

“The Town argues that it can not be expected to take sides in a private dispute between two tenants over access. Furthermore, the Town expects both parties to resolve their differences. BAC must get permission from BMA and EAC to access the “1100 Foot Strip” for power.

FAA disagrees with the Town's perception of its role as an airport sponsor. An owner of an airport developed with Federal grant assistance is required to operate the airport for the use and benefit of the public and to make it available to all types, kinds and classes of aeronautical activity on fair and reasonable terms, and without unjust discrimination.”
- e) BMI Salvage Corp v. FAA, 272 Fed. App. 842 (11th Cir. 2008).

Continuously denying a potential tenant the right to occupy or develop facilities at the airport without legitimate justification is contrary to Grant Assurance 22. And when negotiations go on for years, “that fact alone raises serious questions about the lack of ‘good faith.’”

The Respondent has discriminated or has allowed discrimination through deferring all decision to Signature. Signature has allowed two other non-profit organizations to operate at the airport, the TWA Museum and Tristar History. Signature actually negotiated with Tristar History to sublease Complainant's property to Tristar History. Both organizations have aircraft and have been leased space at the airport. In contrast, Signature refuses to engage in good faith negotiations with Complainant to lease space.

The grant assurances guarantee that when there is space available and a demonstrable need, the airport sponsor must negotiate in good faith and lease that space on reasonable terms. As explained above, Signature has evicted AHM from its leased hangar and Respondent, directly and through assigning the authority to Signature, has refused to negotiate the lease of any other space despite space being available.

One specific example of a blatant violation occurred when the Complainant received a donation of a commercial aircraft. This aircraft was in airworthy condition and was to be flown into downtown airport to join the museum's collection and made available to the public for education and training. The Respondent denied the use of the airport and refused to allow the aircraft to land at the downtown airport. This was not due to weight restriction or other reasonable concerns that are uniformly enforced against other users of the airport. Instead, the airport manager denied the aircraft permission to land because Signature Flight Support would not give the Respondent permission to allow the aircraft to be operated and based at the airport by the Complainant.

5) FAILURE TO COMPLY WITH GRANT ASSURANCE 23, EXCLUSIVE RIGHTS

a) FAA Order 5190.6B, § 8.7.b

"Demonstrable Need. When the service provider has space in excess of its reasonable needs and the sponsor claims it is justified based on the service provider's future needs, the FAA may find the sponsor in violation of the exclusive rights prohibition if the service provider is banking 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 service provider denies a competitor from gaining entry onto the airport."

b) FAA Order 5190.6B, § 8.7.b(1)

"Granting options or preferences on future airport lease sites to a single service provider may be construed as intent to grant an exclusive right."

c) FAA Order 5190.6B, § 8.9.d

- i) *"However, an exclusive rights violation occurs when an airport sponsor unreasonably excludes a qualified applicant from engaging in an on-airport aeronautical activity without just cause or fails to provide an opportunity for qualified applicants to be an aeronautical service provider."*
- ii) *"An exclusive rights violation can occur through the use of leases where, for example, all the available airport land and/or facilities suitable for aeronautical activities are leased to a single aeronautical service provider who cannot put it into productive use within a reasonable period of time, thereby denying other qualified parties the opportunity to compete to be an aeronautical service provider at the airport."*

d) Mansfield Heliflight, Inc. v. City of Burlington, Vermont, FAA Docket 16-14-06 (Final Agency Decision, June 22, 2018)

"[T]he intent of Grant Assurance 23 is that the airport sponsor not lease all available land to one FBO, thereby granting an exclusive right."

Through explicit language in a Master Lease and its amendments, Respondent has granted an exclusive right to Master Tenant, with written intent to deny the entrance of any new FBOs and allowed "land banking." Respondent has failed to recognize the demonstrated need to develop available land and expand the airport, or allow other

users access in favor of the Master Tenant. The above example, wherein Complainant was denied access to the airport and prohibited from landing an aircraft donated to Complainant as an addition to the non-profit museum, illustrates Signature's exclusive control of the airport in violation of Grant Assurance 23. The fact that Complainant has been denied a lease, as also explained above, is further evidence of a violation.

Through its actions, respondent has granted an exclusive right to its Master Tenant.

6) FAILURE TO COMPLY WITH GRANT ASSURANCE 24, FEE AND RENTAL STRUCTURE

- a) Grant Assurance 24. Airport sponsors must:
"maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible ..."

Respondent has allowed a commercial operator to take advantage of an abatement intended specifically for Complainant as a non-profit museum. To Complainant's knowledge, the abatement granted in the second amendment to the Master Lease remains in place. The effect is that the Master Tenant is paying less than fair or reasonable value for space that, according to Signature's interpretation of parcel D-2, includes Signature's fuel farm. Over \$1,000,000 of abatements have already been granted and this revenue was diverted to a for-profit tenant. This revenue diversion has and continues to monetarily damage the Complainant, the airport, and the general public. Under these circumstances, Respondent is not maintaining a fee or rental structure that makes the airport as self-sustaining as possible and is in violation of Grant Assurance 24.

7) FAILURE TO COMPLY WITH GRANT ASSURANCE 25, AIRPORT REVENUES

- a) FAA Order 5190.6B, § 16.3
"Accordingly, revenue use violations may be enforced as a violation of contract obligations under the grant assurances, as a violation of federal law under 49 U.S.C. § 47107(k) and § 47133"

Respondent has allowed airport revenues to be diverted to the benefit of a commercial tenant and depriving the public of a community benefit.

Respondent has allowed insurance proceeds and/or other funds available to repair a damaged building, (IOP 43) to be retained by the Master Tenant. Other buildings were damaged and repaired in a timely manner.

VII. CONCLUSION

The egregious actions of the Kansas City Aviation Department and past City Council have led to intentional acts of retaliation, malfeasance, misfeasance, and nonfeasance. Respondent has completely disregarded the public interest and public access to the airport. Respondent has failed to negotiate in good faith, either directly or by deferring such operational control to Signature, failed to maintain airport property, and has diverted revenue in a manner inconsistent with a self-sustaining airport. These acts clearly demonstrate a complete disregard for the Airport Improvement Program and the associated Grant Assurances.

VII. CORRECTIVE ACTION REQUESTED

Complainant seeks a determination with respect to the allegations presented in this complaint based upon the evidence of record in this proceeding and makes the following suggestions for the FAA to Direct the Respondent to take immediate action to prevent any further violations or damage to the Complainant:

- i) Initiate an investigation in accordance with 14 CFR 16.29;
- ii) Stop all eviction activity aimed toward Complainant based on Economic Discrimination;
- iii) Perform an Airport Compliance Inspection within the scope contained in Appendix G of FAA Order 5190.6B, Change 2, dated 09/30/2009;
- iv) Exercise oversight of tenant and subtenant leases of property to ensure that all leases and subleases to aviation service providers at the Charles B Wheeler Downtown Airport are consistent with AIP Grant Assurances and that they insure fair and equal treatment to all users;
- v) Release the property identified as Parcel D-2 to the Complainant and enter into a direct lease agreement with the City of Kansas City, Missouri;
- vi) Temporarily Suspend the FAA grant for the development of a new Airport Master Plan;
 - (1) Release all vacant and decaying property in order to make it available for incorporation into the new ALP currently under development;
 - (2) Subdivide all multi-hangar parcels and parcels with vacant land to better identify individual hangars, developable land, and public ramp space;
 - (3) Make a master plan item to incorporate local support, and city ordinances and resolutions in support of the Complainant;
 - (4) Terminate non-aeronautical use of property identified in the ALP as aeronautical use.
- vii) Terminate the Master Lease with Master Tenant based on the fact that Master Tenant is no longer a viable aviation company or tenant exercising the privileges of the Master Lease. All traces of Master Tenant have been removed and Signature Aviation has become the de Facto owner/operator of the property identified in the 2005 Master Lease;
- viii) Take steps necessary to ensure that the Master Tenant commences with repairs to all airport buildings and pavements as required in the 2005 Master Lease; and

- ix) Place the Respondent on the "Grant Watch List" per FAA Order 5190.6B Appendix G-1
- x) Ensure that any revenue diversion damages sustained by the Complainant be levied in accordance with Federal Law under 49 USC § 47107(k).

Respectfully submitted by,
SAVE A CONNIE, INC.
d/b/a Airline History Museum



John Roper (Apr 14, 2024 20:26 CDT)

JOHN ROPER, President
Board of Directors



Gary Scholtz (Apr 14, 2024 20:57 CDT)

GARY A. SCHOLTZ, Secretary
Board Member



Ronald Pye (Apr 14, 2024 20:24 CDT)

RONALD PYE, Vice President
Board Member



Charles O'Rear (Apr 14, 2024 20:36 CDT)

CHARLES O'REAR
Board Member



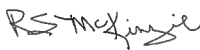
Ellen Dolinar (Apr 14, 2024 20:23 CDT)

ELLEN DOLINAR
Board Member



Peter Barrett (Apr 14, 2024 20:28 CDT)

PETER BARRETT
Board Member



STEVE MCKINZIE
Board Member



Gus McClelland (Apr 14, 2024 20:30 CDT)

GUS MCCLELLAND
Senior Docent

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of April 2024, I have served the foregoing Complaint on the following named persons at their email or physical address in accordance with 14 CFR § 16.13:

Served on the FAA via email;

FAA Part 16 Docket Clerk
9-AWA-AGC-Part-16@faa.gov

Served on the Respondent via Federal Express.

Melissa Cooper
Director of Aviation
Kansas City Aviation Department
601 Brasilia Avenue
Kansas City, MO 64153

Matt Gigliotti
City Attorney
23rd Floor City Hall
414 East 12th Street
Kansas City, MO 64106

Gary Scholtz
Gary Scholtz (Apr 14, 2024 20:57 CDT)

GARY A. SCHOLTZ
AHM Board Secretary
BOD@airlinehistory.org

Walenga, Pat (FAA)

From: AHM Board of Directors <bod@airlinehistory.org>
Sent: Monday, April 15, 2024 8:26 AM
To: 9-AWA-AGC-Part-16 (FAA)
Subject: Save A Connie, Inc. v. City of Kansas City, Missouri
Attachments: AHM Part 16 Complaint Final-Signed.pdf; Items of Proof 1-30.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

To The FAA Part 16 Docket Clerk,

Please find the attached complaint by Save A Connie, Inc against the Kansas City, Missouri.

To meet the 10 MB requirement, a Second email will follow with IOPs 31-48 and will constitute the full complaint and documents.

Respectfully,

Board of Directors
Save A Connie, Inc. dba Airline History Musuem