



RE: RCM Skyhaven Part 13 Complaint

Muder, Angela (FAA) <Angela.Muder@faa.gov>

Wed, Feb 5, 2025 at 1:55 PM

To: "Jones, Michael G." <mgjones@martinpringle.com>

Cc: "Walter, Amy (FAA)" <Amy.Walter@faa.gov>, "Joel, Rodney (FAA)" <rodney.joel@faa.gov>, [REDACTED]
[REDACTED]

Mr. Jones,

The Rules and Regulations document submitted references "Appendix 4-2, however, the copy sent to us does not include any of the appendices referenced throughout the document. Please forward these appendices at your earliest convenience.

Additionally, please clarify for us the location of the "Maintenance Hangar" referenced in the Rules and Regulations document section 2-2.G.1.

Please let me know if you have any questions or need additional information.

Thank you,

Angie Muder**Compliance Specialist, ACE-610****Federal Aviation Administration****Office of Airports – Central Region (IA, KS, MO, NE)****901 Locust, Room 364****Kansas City, MO 64106****816.329.2620 (o)****816.329.2610 (f)****FAA**
Airports

From: Jones, Michael G. <mgjones@martinpringle.com>

Sent: Tuesday, January 21, 2025 3:38 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; [REDACTED]

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

Attached is the final version of the rules and minimum standards document approved by UCM. We are working on the other documents, toward meeting your January 27 deadline on those.

Let us know if you have any questions.

Mike

From: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Sent: Wednesday, January 15, 2025 12:53 PM

To: Jones, Michael G. <mgjones@martinpringle.com>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; [REDACTED]

Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

The extension for updated rules document to Tuesday, January 21, 2025 is acceptable.

The information we have received regarding after hours commercial activities stated two non-UCM aircraft undergoing maintenance at RCM.

- Aircraft 1 - N7195S, registered to private owners [REDACTED] (possibly the parents of a UCM mechanic employee) undergoing maintenance in a UCM hangar on Oct. 13, Nov. 9, and Dec. 9, 2024
- Aircraft 2 - N28631, registered to private owner [REDACTED] undergoing maintenance on a UCM ramp on Nov. 5, 2024.

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports – Central Region (IA, KS, MO, NE)

901 Locust, Room 364

Kansas City, MO 64106

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FAA
Airports

From: Jones, Michael G. <mjones@martinpringle.com>

Sent: Wednesday, January 15, 2025 10:39 AM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; 'Holly Weiss' <hweiss@ucmo.edu>; 'Sarah Craig' <craig@ucmo.edu>; 'Lindsay Chapman' <lchapman@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

Thanks for this. First, January 20 is MLK day and UCM is closed, as are our offices. Can we get you the updated rules document on Tuesday? We think we can still meet the January 27 date on the other documents.

Second, can you provide any other information about the "after hours" commercial activities you mention below? We'd like to know what is being reported so we can be aware and apply the rules uniformly.

Mike

Michael G. Jones

Attorney

MARTIN PRINGLE ATTORNEYS AT LAW

645 E Douglas, Suite 100, Wichita, KS 67202

T (316) 265-9311 **F** (316) 265-2955**E** mgjones@martinpringle.com**martinpringle.com**

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From: Muder, Angela (FAA) <Angela.Muder@faa.gov>**Sent:** Tuesday, January 14, 2025 4:31 PM**To:** Jones, Michael G. <mgjones@martinpringle.com>**Cc:** Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; 'Holly Weiss' <hweiss@ucmo.edu>; 'Sarah Craig' <craig@ucmo.edu>; 'Lindsay Chapman' <ichapman@ucmo.edu>**Subject:** RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

Attached are our notes for two versions we've received of the Airport License Agreement (August 2024 agreement given to Gilbert [REDACTED] & the agreement included in the November 12, 2024 response from RCM/UCM attorney) and the Commercial Operations Vendor Agreement.

We would also like to address again the application of the Commercial Operations Vendor Agreement. As we discussed on our call Monday, January 13, 2025 and as stated in the January 2, 2025 response from Michael Jones (below) –

“Businesses and business owners who propose to operate a commercial business at the airport will be expected to comply with the updated and combined Rules and Regulations, and their as-executed License Agreement and Vendor Agreement. We wish to again emphasize that the formal agreements being discussed are for businesses and business owners who wish to have a dedicated physical presence at the airport, which by its nature restricts use by others. Independent commercial flight instruction and chartered flights happen nearly every day at Skyhaven, using RCM runways, pilot space in the terminal, etc, and no written agreement is required by RCM for such commercial operations. However, when an individual wishes to use a physical space for the operation of their business to the exclusion of or with potential impact on others, an agreement is reasonably required. If a licensee has a license for use of a physical space for one purpose, but is desiring to use it for another, a separate agreement is reasonably required. To date, UCM has had no knowledge of commercial aeronautical business operating a shop of any kind inside a licensed hangar.”

we would like to see this policy/stance clearly spelled out in the “Rules” document. We have received several reports that employees and/or students of UCM are conducting, what appears to be, commercial activities using UCM facilities and equipment “after hours”. The “Rules” adopted by RCM must apply to all users of the airport. Without uniform and consistent application, Grant Assurance 23. Exclusive Rights may be violated. It is imperative that UCM operates RCM in accordance with all of the grant assurances, policies, and regulations agreed to with the Federal government. We are concerned how this practice could be implemented without becoming a Grant Assurance 23 Exclusive Rights violation.

Additionally, after reviewing the Flying Club Maintenance Agreement provided to Mr. [REDACTED] (I have only reviewed the document that appears to be the most recent) dated December 20, 2024. Does RCM plan to adopt this separate Flying Club Maintenance Agreement or simply include policy in the "Rules". We have cited the section of 5190.6B Change 4 on the attached Flying Club Maintenance agreement regarding flying clubs. If there will be a separate agreement for flying clubs, all of the citations we noted can be found in my notes in the attached License Agreement and the Commercial Vendor agreement will need to be incorporated into the Flying Club Maintenance Agreement per the grant assurances. We are uncertain why RCM is willing to allow a Flying Club to perform aircraft maintenance as stated in the Flying Club Maintenance Agreement - *section 2) The A&P / IA Mechanic(s) who are members of the Flying Club may, in a hangar licensed by the Flying Club or space approved by UCM, perform maintenance on aircraft owned or leased by the Flying Club. This allowance is restricted for all other users/licensees to perform maintenance in their licenses hangars with an A&P/IA Mechanic due to safety concerns.* This contradiction in hangar use and licensee agreements appears to be a violation of Grant Assurance 23. Exclusive Rights.

We have not reviewed the Maintenance Hangar Agreement. If RCM wishes to continue with the use of multiple agreements, each agreements must follow the same citations as the License and Commercial Operations Vendor Agreements in accordance with the grant assurances.

We caution the appearance of the imposition of unreasonable standards or requirements on commercial activities that appear to be presented in the "Rules" and various agreements with RCM. Again, this would be a violation of Grant Assurance 23. Exclusive Rights. Per 5190.6B Change 4 – *"An exclusive right is defined as a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements or by other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights would be an exclusive right. The prohibition on exclusive rights extends to all aeronautical activities."*

Please also add to our notes we sent January 13, 2025 regarding the "Rules" document under section **2-2.D REFUSAL OF AIRPORT USE -**

FAA ORDER 5190.6B – CHANGE 4

14.3. Restricting Aeronautical Activities. While the airport sponsor must allow use of its airport by all types, kinds, and classes of aeronautical activity, as well as by the general public, [Grant Assurance 22, Economic Nondiscrimination](#), also provides for a limited exception: "the airport sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is reasonable and necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public."

Any restriction proposed by an airport sponsor based upon safety and efficiency, including those proposed under [Grant Assurance 22\(i\)](#) must be adequately justified and supported. [Grant Assurance 22, Economic Nondiscrimination](#). Prohibitions and limits are within the sponsor's proprietary power only to the extent that they are consistent with the sponsor's obligations to provide access to the airport on reasonable and not unjustly discriminatory terms and other applicable federal law. 2 If a proposed aeronautical activity cannot be safely accommodated based on FAA's Flight Standards Service (Flight Standards) review, ARP will make a determination that the activity may be restricted or prohibited without violating

Working in conjunction with Flight Standards and/or the Air Traffic Organization, ARP will carefully analyze supporting data and documentation and make the final call on whether a particular activity can be conducted safely and efficiently at an airport and whether an access restriction is reasonable. The FAA determines all issues on Aviation Safety.

At federally obligated airports, ARP [Office of Airports], not the sponsor, is the authority to approve or disapprove aeronautical restrictions under Grant Assurance 22, Economic Nondiscrimination, based on safety and/or efficiency and the reasonableness of the restriction.

We plan to have the Part 13 complaint response finalized by the end of January 2025. We believe this is achievable if the "Rules" document is revised and resubmitted to us by the original due date of January 20, 2025. We would like for RCM to then address the various agreements, policies, and processes discussed in this email by Monday, January 27, 2025.

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports – Central Region (IA, KS, MO, NE)

901 Locust, Room 364

Kansas City, MO 64106

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816.329.2610 (f)



From: Muder, Angela (FAA)
Sent: Monday, January 13, 2025 4:16 PM
To: Jones, Michael G. <mgjones@martinpringle.com>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

Thank you for our discussion today. Attached are our suggestions we discussed. I will have to send my notes on the license agreement tomorrow.

I would like to see the final document of the "Rules" (Exhibit C) by next Monday, January 20, 2025.

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports – Central Region (IA, KS, MO, NE)

901 Locust, Room 364

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FAA
Airports

From: Jones, Michael G. <mjones@martinpringle.com>

Sent: Sunday, January 12, 2025 12:35 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

We're still holding 2p CST tomorrow for our call or video meeting. Does that work on your end, and if so would you like us to send an invite?

Mike

From: Jones, Michael G.

Sent: Tuesday, January 7, 2025 1:23 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

Ms. Muder,

Thanks. We can be available at 2p CST on Monday the 13, if that works on your end.

On ours it will be Holly Weiss from UCM, my colleague Elisabeth Wilder and me.

Mike

Michael G. Jones

Attorney

MARTIN PRINGLE ATTORNEYS AT LAW

645 E. Douglas, Suite 100, Wichita, KS 67202

T (316) 265 9311 **F** (316) 265 2955

E mgjones@martinpringle.com

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From: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Sent: Tuesday, January 7, 2025 8:23 AM

To: Jones, Michael G. <mgjones@martinpringle.com>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

Thank you for your response and the updated rules/minimum standards. I would like to request a meeting to discuss the Part 13 complaint and resolution. Please let me know your availability – I would like to schedule this discussion for either tomorrow (Wednesday, January 7) or next Monday (1/13) or Tuesday (1/14).

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports

901 Locust, Room 364

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FAA
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From: Jones, Michael G. <mjones@martinpringle.com>

Sent: Thursday, January 2, 2025 2:01 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

Thanks again for the extra time. See UCM's response attached.

We welcome the opportunity to meet with you and discuss this further.

Mike

Michael G. Jones

Attorney

MARTIN PRINGLE ATTORNEYS AT LAW

645 E. Douglas, Suite 100, Wichita, KS 67202

T (316) 265-9311 **F** (316) 265-2955

E mjones@martinpringle.com

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From: Jones, Michael G.
Sent: Monday, December 30, 2024 8:27 AM
To: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

Much appreciated. Thanks.

From: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Sent: Monday, December 30, 2024 6:27 AM
To: Jones, Michael G. <mjones@martinpringle.com>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

I will grant the extension to January 2, 2025.

Thank you,
Angie Muder

From: Jones, Michael G. <mjones@martinpringle.com>
Sent: Thursday, December 26, 2024 9:13 AM
To: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>; Lindsay Chapman <lchapman@ucmo.edu>
Subject: Re: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

My client's offices are closed for the holidays until January 2 and my needed points of contact are not available to me until then. Can UCM have until January 3 to respond?

Mike

From: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Sent: Monday, December 23, 2024 2:33:40 PM
To: Jones, Michael G. <mgjones@martinpringle.com>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

In response to your letter dated December 20, 2024, the FAA acknowledges the process for the informal Part 13 complaint and would like to address our request for additional information related to RCM's requirements for businesses and commercial aeronautical activities operating on the airport. **The licensees' complaint regarding "storage hangar licenses" is the reason for our request for additional information.**

Your November 12, 2024 response to the Part 13 complaint stated "UCM has rules and regulations in place for the safety and efficiency of the public and its licensees, including but not limited to the Complainants. These rules exist to protect members of the public that use the airport and to prevent flight delays. (Skyhaven Rules and Regulations, Exhibit A)."

We understand the purpose and use of the "general hangar license agreement" and concur with the use of such a document. However, the "general hangar license agreement" in use at RCM references the "UNIVERSITY Rules and Minimum Standards". Since the "general hangar license agreement" provides that hangars are to be "used solely for aircraft storage", we must refer to the "UNIVERSITY Rules and Minimum Standards" document for guidance addressing commercial activity on the airport. Our December 11, 2024 request was for clarification to the statement "UCM has rules and regulations in place" and to address the following deficiencies in the "UNIVERSITY Rules and Minimum Standards":

1. Definitions of independent and temporary independent contractors with no guidance beyond the definition of both terms – **what rules, standards, regulations apply to commercial aeronautical businesses? Please provide the documents to answer these questions.**
2. Section 6 of the "Rules & Regulations" also references "Business or Commercial Activity..." however, this section states: "Requirements are addressed in the Minimum Standard Requirements for Airport Aeronautical Services and individual licensee and operator agreements." – While we understand RCM may be in the process of developing, refining, updating, and combining documents, **where does one find this information now?** Hence our December 11, 2024 request.

It is our understanding that Mr. [REDACTED] before 2024, had two identically executed license agreements covering hangars E-3 and C-21. It is our understanding the "legacy" Airport Building License Agreements contained the same or similar language regarding commercial activity in the licensed premises. When the "new" Airport Building License Agreements were issued in 2024, **was Mr. [REDACTED] provided an agreement to conduct commercial activity on the airport? Was the airport not aware Mr. [REDACTED] was conducting a commercial business in building E-3 under the prior License Agreement?** Your November 12, 2024 response also states "UCM asks the individual to sign a separate agreement that reflects the actual market rate for a commercial hangar and accommodates additional risks brought about by those

activities." Our December 11, 2024 request included this separate agreement. I have read the emails between the airport management and Mr. Ralston, I do not see a license agreement provided to Mr. Ralston for negotiation or discussion.

To facilitate our review, please respond with the documents (license agreement, additional agreement, rules and regulations, minimum standards, etc.) a commercial entity can expect to receive and follow as a licensee of the airport. Please provide the documents to answer the questions above.

Additionally, we look forward to working with RCM to improve its practices and documentation in accordance with their grant assurances.

Please respond to our request by COB Monday, December 30, 2024. Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports

901 Locust, Room 364

Kansas City, MO 64106

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FAA
Airports

From: Jones, Michael G. <mgjones@martinpringle.com>

Sent: Monday, December 16, 2024 12:23 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

Thanks for your email. The purpose of the cover email from the airport manager was simply to circulate the latest version of the license agreement to all 18 of the hangar occupants. As noted in our response to the FAA in the informal complaint, there were some clarifications made to the license agreement language that addressed the concerns raised, and this was just the cover email to disseminate the updated version. Most occupants (all but [REDACTED]) had signed and returned the previous license agreement circulated a few months prior. The changes contained in the most recent version of the license agreement, sent under the cover email you ask about, were in clarifying language only, to better reflect already established practices, and that's why the cover letter noted that they didn't need to sign this latest one if they were fine leaving it with the last version from earlier this year.

We understand that the complainants represented by Mr. [REDACTED] are taking a different position than the other licensees, and like you we have received Mr. [REDACTED] email to Lindsay Chapman from Friday evening about his position on that, to which Ms. Chapman will be separately responding. As we have stated previously, there are no plans to take action with respect to the four complainants' hangar use pending your office's review of their informal Part 13 complaint.

We'll also be responding to your other inquiry last week by Monday the 23rd as you requested. Thanks.

Mike

Michael G. Jones

Attorney

MARTIN PRINGLE ATTORNEYS AT LAW

645 E. Douglas, Suite 100, Wichita, KS 67202

T (316) 265 9311 **F** (316) 265 2955

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From: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Sent: Monday, December 16, 2024 9:46 AM

To: Jones, Michael G. <mgjones@martinpringle.com>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

The FAA has received, from the Part 13 complainants, correspondence (attached) from UCM to the airport license agreement holders, providing a deadline to sign the updated License Agreement by 5 p.m. Sunday, December 15, 2024. The License Agreement is currently under review as part of the Part 13 complaint filed with us.

Please provide the justification or purpose or intent of the attached correspondence as well as any actions the airport has taken or plans to take in reference to the December 15, 2024 deadline.

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports

901 Locust, Room 364

Kansas City, MO 64106

816.329.2620 (o)

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From: Jones, Michael G. <mjones@martinpringle.com>

Sent: Wednesday, December 11, 2024 1:58 PM

To: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>

Subject: RE: RCM Skyhaven Part 13 Complaint

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Ms. Muder,

Thanks for your email. I'll get with my client and will plan to respond on or before the 23rd.

Mike

From: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Sent: Wednesday, December 11, 2024 12:37 PM
To: Jones, Michael G. <mgjones@martinpringle.com>
Cc: Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Sarah Craig <craig@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

Mr. Jones,

I am at a point in my review where I am trying to understand RCM's requirements and rules for businesses and commercial activity to establish themselves and operate at the airport. The college's response to the Part 13 complaint refers, several times, to "an additional agreement" in reference to the allowance of commercial activity at RCM. The "Rules & Regulations" document discusses independent and temporary independent contractors with no guidance beyond the definition of both terms. Section 6 of the "Rules & Regulations" also references "Business or Commercial Activity..." however, this section states: "Requirements are addressed in the Minimum Standard Requirements for Airport Aeronautical Services and individual licensee and operator agreements." (I am unable to locate a section that would be referenced in Section 6 with further guidance.)

Additionally, the "Airport Hangar License Agreement" references the "UNIVERSITY Rules and Minimum Standards" but I am unable to locate a document submitted or on the airport's website titled or referenced as Rules and Minimum Standards. Is there a separate document titled Rules and Minimum Standards?

I am requesting clarification of the process and any additional contracts, forms, licenses, standards, etc. RCM uses for commercial activity at the airport.

If possible, I would like your replay and the requested information by Monday, December 23, 2024.

Please let me know if you have any questions or need additional information.

Angie Muder

Compliance Specialist, ACE-610

Federal Aviation Administration

Office of Airports

901 Locust, Room 364

Kansas City, MO 64106

816.329.2620 (o)

816.329.2610 (f)



From: Jones, Michael G. <mjones@martinpringle.com>
Sent: Thursday, November 21, 2024 10:17 AM
To: Muder, Angela (FAA) <Angela.Muder@faa.gov>
Cc: Jonathan P. Lackamp <jlackamp@coolinglaw.com>; James W. Cooling <jwcooling@coolinglaw.com>; Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; Wilder, Elisabeth <emwilder@martinpringle.com>; Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>
Subject: RE: RCM Skyhaven Part 13 Complaint

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.

Thank you, Ms. Muder. Received and acknowledged.

My colleague Elisabeth Wilder and I will stand by to hear further from you. I also copy our points of contact in the legal department at UCM, Lindsay Chapman and Holly Weiss, so that they also may remain in the loop.

Mike

Michael G. Jones

Attorney



MARTIN PRINGLE ATTORNEYS AT LAW

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From: Muder, Angela (FAA) <Angela.Muder@faa.gov>

Sent: Thursday, November 21, 2024 10:10 AM

To: Jones, Michael G. <mjones@martinpringle.com>

Cc: [REDACTED] Walter, Amy (FAA) <Amy.Walter@faa.gov>; Joel, Rodney (FAA) <rodney.joel@faa.gov>; Cornelsen, Sarajane <secornelsen@martinpringle.com>

Subject: RCM Skyhaven Part 13 Complaint

Good morning,

We have reviewed RCM's response to the Part 13 complaint and have briefly discussed with [REDACTED] and [REDACTED]. We have requested a written response from Mr. [REDACTED] by November 26, 2024. Once received, we will review the response and schedule a discussion with Michael Jones, Martin Pringle Attorneys at Law.

Additionally, I will be your POC moving forward on this complaint.

Please remove Sheila Bridges from all future correspondence.

Please let me know if you have any questions or need additional information.

Angie Muder

Administrative Officer, ACE-602

Federal Aviation Administration

Office of Airports

901 Locust, Room 364

Kansas City, MO 64106

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