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January 27, 2025

Via Electronic Mail

Angela Muder, Compliance Specialist
Federal Aviation Administration
Office of Airports
901 Locust, Room 364
Kansas City, MO 64106

Angela.Muder@faa.gov

Dear Ms. Muder,

UCM appreciates the guidance the FAA has offered in helping UCM revise its Minimum Standards, License Agreement, and Commercial Vendor Agreement. Revised versions of UCM's License Agreement and Commercial Vendor Agreement, which incorporated the feedback from the FAA, are included with this letter. I believe that our revisions have addressed the FAA's input to avoid potential violation of any grant assurance, but to the extent there are any lingering doubts, UCM sends this letter to further alleviate those concerns.

The FAA raised a concern about why the agreement for flying clubs permitted maintenance. The License Agreement restricts maintenance that requires a third-party mechanic. Owner maintenance is not restricted, and because there are members of flying clubs who may be A&P/IA mechanics and would also be owners of the aircraft, they would be allowed to perform maintenance on the aircraft. However, due to the nature of flying clubs we wanted to ensure that any flying club that licensed a hangar with UCM was aware that maintenance work was limited to only the owner performing maintenance and that if the maintenance required outside A&P/IA work, to confirm that the individual performing that work was qualified to do so. This is not a separate License Agreement for flying clubs but rather an agreement that ensures that the flying club is aware of its rights as a flying club to perform maintenance in the hangar. To that extent, please advise if the FAA prefers that UCM incorporate all the terms from the License Agreement or Commercial Vendor Agreement when the flying club maintenance agreement acts as an addendum to the License Agreement. Additionally, can you please clarify your comment regarding aircraft ownership for flying clubs? Our research concluded that the FAA determined leased aircraft are considered owned by the flying club, but if that is not the case, please advise.

While not an issue raised in the Part 13 Informal Complaint, the FAA has raised concerns about alleged incidents where UCM employees conducted maintenance on non-UCM aircraft at the airport. UCM has investigated these allegations and has reaffirmed with the Airport Manager

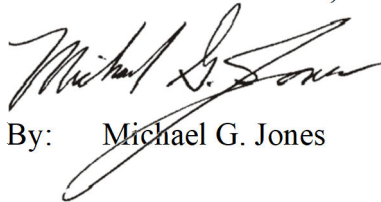
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and airport staff that UCM's Rules and Regulations regarding maintenance apply to all those who use UCM facilities.

The FAA also raised some questions about Grant Assurance 25, which we believe is in reference to a deposit that was paid by a Licensee twice. This was a matter of a clerical error and once it was brought to UCM's notice it was quickly resolved. Although this concern is not a part of the informal complaint, UCM would appreciate any guidance that the FAA is willing offer on this issue if there are still outstanding concerns about UCM's compliance with this Grant Assurance.

Very truly yours,

MARTIN, PRINGLE, OLIVER,
WALLACE & BAUER, L.L.P.

A handwritten signature in black ink, appearing to read "Michael G. Jones", written over a horizontal line.

By: Michael G. Jones

MGJ/sc