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**MICHAEL G. JONES** | [mgjones@martinpringle.com](mailto:mgjones@martinpringle.com)

December 20, 2024

**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](mailto:Angela.Muder@faa.gov)

Dear Ms. Muder,

UCM appreciates the opportunity to provide further clarification regarding airport operations in response to questions raised in your email to me dated December 11, 2024.

The "UNIVERSITY Rules and Minimum Standards" referenced in the Airport Hangar License Agreement is the Rules and Regulations document that was provided to the FAA as a part of UCM's response to the Part 13 informal complaint. The Airport was operating with the understanding that such language was referencing the Rules and Regulations from 2011. There was a UCM created document titled "Minimum Standards;" however, this document was not published or in use at the time of the Part 13 informal complaint.

UCM had already been working on updating and combining its Rules and Regulations and the unpublished Minimum Standards document before your December 11 inquiry. UCM initiated this review and revision process to combine and simplify related documentation for better ease of use and simpler cross-referencing for users of the airport.

The "additional agreement" references you mention relate to the use-specific agreements UCM has entered into and remains willing to negotiate for other activities on the airport, including commercial business operations inside the hangars and A&P maintenance inside the hangars. These agreements include the hangar maintenance agreement to address additional risks and considerations if a storage hangar licensee wishes to bring in a hired A&P to work on the licensee's airplane within the licensed hangar. Additional agreements would also include the Maintenance Hangar template agreement, which we attached to our response to the pending informal complaint about use of the dedicated maintenance hangar UCM has set aside to support other maintenance needs for airport users, including storage hangar licensees. It also includes a separate agreement currently being negotiated with a flying club on the airport. Additional agreements may at some point include a separate agreement with a commercial vendor to operate a commercial business inside his licensed storage hangar. To date, UCM has not entered into any commercial business operating agreement with a Licensee to operate a business inside a licensed storage hangar. Therefore, we are unable to provide an example of an agreement. Counsel for UCM has offered to engage with Mr. [REDACTED] on that but he has declined to engage with counsel and has copied the FAA on his declinations.

These issues arise in the context of a complaint made by licensees of hangar space that is to be used solely for aircraft storage per the Hangar License Agreement. To the extent other activities are desired within these storage hangars, they need to be specifically addressed with such an “additional agreement” to deal with the attendant risks, operational considerations and to include charges that are commensurate with the commercial activities the requesting party proposes. UCM has striven to accommodate those needs, but there is no “one-size-fits-all” agreement that can serve all purposes. That is why the general hangar license agreement addresses the standard use of hangar space and mentions a potential “additional agreement.” It is designed to allow for consideration of and agreement on other activities or opportunities if they are requested.

The pending Part 13 informal complaint process is confined to the specific hangar licensees’ issues as they relate to grant assurances, but this process presents an opportunity for UCM to independently engage with your office about its efforts to update and improve broader but related policies and procedures, including the Rules and Regulations and Minimum Standards. While the pending complaint only relates to storage hangar licenses (and complainants’ initial but seemingly now abandoned claim that if enforced they may violate grant assurances), the overall airport is a much broader enterprise where a flight school, various other commercial operations, and use by the public occur daily. The hangar licenses at issue relate only to the storage hangars, and the “additional agreements” mentioned in the Part 13 process relate only to potential other activities inside the storage hangars and maintenance hangar.

Per [Advisory Circular 150/5190-8](#), Minimum Standards are not required and the FAA does not approve them. However, paragraph 4 on page two of that circular notes that the FAA will review Minimum Standards at the request of an airport sponsor and provide advice. While UCM retains the responsibility to make final decisions on content, it welcomes the opportunity to engage with your office to update and improve this documentation in the context of the airport as a whole. There is some overlap with the issues of the present Part 13 informal complaint you are reviewing, but most of this documentation relates to broader operations and UCM asks that any exchange with you over this document be limited to the FAA and UCM. Please let me know if you agree and if you wish to engage with UCM about it.

We are aware that Mr. [REDACTED] has proposed his own minimum standards but of course neither he nor his clients have the right or obligation to run the airport. Still, UCM has reviewed his input and has incorporated those suggestions and content UCM feels are appropriate. By doing so, however, UCM in no way implies that Mr. [REDACTED] or his clients have any right to dictate operational rules to UCM.

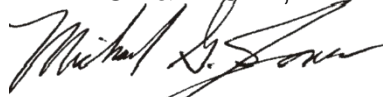
UCM stands ready to foster various commercial activities at the airport while balancing the efficiency, safety and economic factors involved. To be clear, UCM believes that it has consistently been compliant with all FARs, statutes and the grant assurances, but it stands willing to improve its practices and documentation without prejudice to its position that the pending informal Part 13 complaint should be categorically dismissed, in part but not only because in the complainants’ latest submission they have essentially abandoned claims of grant assurance violations and have shifted to leveraging the process to seek control of the airport.

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

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 the printed name.

By: Michael G. Jones

MGJ/sc