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November 12, 2024

VIA EMAIL

Ms. Sheila Bridges
AIP/PFC Program Manager
Federal Aviation Administration
Central Region
901 Locust Street, Rm, 364
Kansas City, MO 64106-2325
Sheila.bridges@faa.gov

Re: [REDACTED] *v. University of Central Missouri-Skyhaven Airport—*

Response to Informal Complaint pursuant to C.F.R. part 13

Dear Ms. Bridges:

This firm represents the University of Central Missouri (“UCM”), a state of Missouri public university, which is the owner, manager, and sponsor of Skyhaven Airport (“Skyhaven”). Thank you for the opportunity to provide this timely response to the Part 13 Informal Complaint (“Complaint”) submitted to your office by [REDACTED] on behalf of his clients [REDACTED] [REDACTED] together, “Complainants”), who are four of the 18 licensees of UCM hangar space at Skyhaven.

UCM bases its response on its understanding of the facts as of the date of this letter. By submitting this response, UCM does not waive its right to present new and/or additional information at a later date for substance or clarification. Further, UCM’s response does not constitute an affidavit and is not intended to be used as evidence of any kind in any administrative

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or court proceeding in connection with the Complaint or otherwise. By responding to Complainants' allegations, UCM does not concede the allegations are proper, timely, specific, or that Complainants have legal standing. Moreover, UCM does not waive, and hereby preserves, any and all substantive and procedural defenses that may exist to this Complaint.

Skyhaven is a small, regional, public-use airport on which UCM has 21 hangars that it licenses out for aircraft storage.¹ An aerial photo of the overall airport and exemplar images of the enclosed and open hangars are embedded below.



¹ UCM also makes available some outdoor tie down spaces, but they are not the subject of the current license agreement to which the pending Complaint relates.



Because Skyhaven is a public-use airport, UCM is committed to serving the needs of the public and has faithfully complied with the FAA's grant assurances to ensure that Skyhaven is

available to the public for commercial aviation. Like all airport sponsors, 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).

In keeping with these rules and as a part of UCM's operation of the airport as a whole, UCM asks anyone wishing to store their private aircraft in available UCM hangars at Skyhaven to sign a License Agreement governing the use of the space inside those hangars. (Revised License Agreement, Exhibit B).² The License Agreement pertains only to each licensee's hangar and not the airport as a whole, and is not applicable to anyone beyond the signatories. The license fee charged is specific to storage only.

Complainants' concerns involve the reasonableness of UCM's rules and regulations for Skyhaven as reflected in the License Agreement. As a federal grantee, UCM takes any allegation that it has not complied with the FAA's Grant Assurances seriously, and UCM has tried to resolve these issues with the Complainants so that UCM may better serve the public and its other licensees, all of whom UCM endeavors to treat consistently. Complainants' counsel has repeatedly declined UCM's efforts to resolve these issues informally, however, and filed the present Complaint without making any contact with UCM beforehand.

UCM thus respectfully requests that the FAA deny Complainants' request for relief for three independent reasons: (1) UCM is not in violation of any Grant Assurances; (2) UCM has revised its current License Agreement in an attempt to further resolve any dispute with

² As discussed more fully below, this revised version was recently presented to all hangar Licensees. And for ease of reference to see what was changed, we also explain and attach below as Exhibit G a redlined version of it.

Complainants and make clearer to all licensees and the FAA that it has and will continue to comply with all Grant Assurances and run a responsible and welcoming airport operation; and (3) Complainants have not in good faith tried to resolve this dispute informally.

1. UCM is not in violation of any grant assurances.

Complainants claim that UCM has violated 49 U.S.C. § 47107 and 49 U.S.C. § 40103(e) by violating the following Grant Assurances:

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport....

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform....

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions...

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities,

including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

(FAA Grant Assurances, Exhibit C).

Specifically, Complainants claim that the License Agreement violates these assurances by (a) prohibiting certain commercial activities at Skyhaven; (b) preventing Complainants from self-fueling their own aircraft; and (c) granting to UCM an exclusive right to provide aviation maintenance at Skyhaven to prohibit competition. None of these accusations are true, and at least some are the product of misinterpretations of the existing License Agreement language.

To be clear, even though UCM is willing to refine some of the language in its hangar License Agreement to clarify and improve the language to avoid misunderstandings that may have led to the present Complaint, UCM is confident that it does not violate and has never violated any Grant Assurances as Complainants suggest.

A. UCM does not prohibit any commercial activities at Skyhaven and merely requests that any licensee sign an additional agreement if the licensee will use the hangar itself for commercial activity.

Grant Assurance 22(a) requires that a grantee make the airport reasonably available for commercial aviation “without unjust discrimination.” Put differently, the airport sponsor’s duties are to (1) make the airport available for public use; (2) ensure that any terms imposed on licensees

are reasonable; and (3) apply the terms without unjust discrimination. FAA Order 5190.6B, para

9.1(a).³ Even so:

Any lease, contract, or agreement granting a tenant the right to serve the public on the premises of a federally obligated airport should not interfere with the sponsor's ability to maintain sufficient control over the operation of the airport to guarantee that aeronautical users will be given fair access to the airport.

5190.6B, para 6.11(b). Furthermore:

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.”*** A prohibition or limit may be based on safety or on a conflict between classes or types of operations. This generally occurs as a conflict between fixed-wing operations and another class of operator that results in a loss of airport capacity for fixed-wing aircraft. ***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.*** 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.

5190.6B, para 14.3 (emphasis added). So, Grant Assurance 22(a) does not prohibit all restrictions on commercial aviation, only those restrictions that are unreasonable and not based on either safety or efficiency concerns. UCM complies.

UCM does not prohibit any commercial aviation at Skyhaven. Rather, per the License Agreement, UCM requests that any individual or entity that wants to operate a business in one of the hangars—such as a mechanic shop—sign an additional agreement with UCM. UCM does this for several reasons:

³ See https://www.faa.gov/documentLibrary/media/Order/Order_5190.6B_Compliance_Chg3.pdf

First and most importantly, UCM must comply with its federal obligations. Under FAA Order 5190.6B, para 12.5:

Any lease or agreement granting the right to serve the public on the airport should be subordinate to the sponsor's federal obligations. That is, the lease should provide that it will be interpreted to preserve its compliance with the federal obligations. This will enable the sponsor to preserve its rights and powers and to maintain sufficient control over the airport to guarantee aeronautical users are treated fairly.

UCM thus requires an additional agreement to ensure that any business operated by a licensee does not violate UCM's federal obligations.

Second, for safety reasons, UCM needs to know about the activities that are taking place inside its hangars. UCM must consider the safety concerns with aeronautical activities as well as any applicable "Occupational Safety and Health Administration (OSHA) standards, fire safety standards, building codes, or sanitation considerations." Advisory Circular No. 150/5190-6, p. 4.⁴ The majority of UCM's licensees only use these hangars for storage of their aircraft when the aircraft is not in use. To the extent that a licensee wants to use its hangars for something other than storage or performing minor maintenance on their own aircraft, UCM needs to be aware of these activities to ensure that these activities (1) do not threaten the safety of other licensees; and (2) do not threaten UCM's compliance with many other federal regulations, including environmental regulations from the Environmental Protection Agency.

Third, UCM has historically made available hangars to the public at below market rate. UCM does this in part to encourage commercial aviation and public use of the airport. Even its recent update of rates with the renewed License Agreement reflects below-market rates. To the

⁴ See https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5190-6.pdf

extent that an individual wants to operate a business within the confines of the hangar, 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. These additional fees also offset the airport's administrative costs helping to make sure that the licensee does not risk UCM's compliance with other federal regulations and obligations. This requirement thus reasonably serves UCM's interest in the efficiency of Skyhaven without limiting commercial aviation.

Again, it bears repeating that UCM is in no way limiting commercial aviation at Skyhaven—at no point has UCM ever said that Complainants cannot conduct other aviation activities beyond storage and minor maintenance inside the hangars. Rather, UCM merely requests that anyone wishing to operate a commercial aviation-related business *in their respective hangar* sign an additional agreement to ensure that the use of the hangar does not adversely affect the use of other licensees, or the operation of the airport as a whole, which includes a myriad of commercial aviation activities by multiple users, including charter flights and flight instruction.

UCM is aware that Complainant [REDACTED] would like to perform Airframe and Powerplant ("A & P") services to the public inside his licensed hangar. Complainant [REDACTED] is free to do so if he signs an additional agreement with UCM; UCM does not want to prevent Complainant [REDACTED] from performing these services. Quite the contrary. But there are added safety risks for performing more than just basic aircraft maintenance for oneself inside of a hangar. These risks also come with added administrative costs. For these reasons, UCM is requesting that Complainant [REDACTED] provide information about his intended use and sign an additional agreement reflecting as much, so that UCM can properly assess and allocate those risks and ensure that Complainant

██████ operation does not unreasonably interfere with the public's use of Skyhaven; but again, he has declined to engage in this conversation, either directly or through either of his attorneys. If UCM did not require Complainant ██████ to sign such an agreement, this would be discriminatory to other Skyhaven licensees who are not receiving similar benefits. UCM has offered and continues to stand ready to engage with Mr. ██████ to reach such an agreement, whether directly or through counsel.

This two-tiered contracting structure represents reasonable and prudent operational management of the airport and is entirely consistent with UCM's compliance with all Grant Assurances. It does not represent, as Complainants' counsel claims in Exhibit D, a series of "interim waivers and fixes." (November 5, 2024, Exhibit D). It is sound risk management that relates to specific uses of specific spaces.

It is also worth mentioning that Complainant ██████ flight club is not "commercial aviation" as contemplated by the FAA. Commercial aviation, by definition, involves commerce, so "[w]hile some kinds of operations may be entirely local, e.g., air tours or crop dusting, most commercial aviation will involve interstate commerce to some degree." 5190.6B, para 13.15(b). UCM accepts the assertion as stated in the Complaint that Complainant's ██████ flight club is a 501(c)(7) nonprofit—a social club, not a business. (Complaint, p. 3). Further, UCM does not consider the Complainant ██████ flying club a commercial activity under its Rules and Regulations. A flying club is defined as "any non-commercial organization or group of persons joining together equally or proportionately in aircraft ownership for the personal pleasure and use of participating members only to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques." (Skyhaven

Rules and Regulations, para 1.2, Exhibit A). UCM informed Complainant [REDACTED] that it has not placed any restriction on the flight club other than clarifying that the License Agreement did not allow third-party A&P Maintenance on the club's aircraft inside the hangar.⁵ (Email to Complainant [REDACTED] Exhibit E).

B. UCM does not prohibit self-fueling at Skyhaven.

Grant Assurance 22(f) bars an airport sponsor from prohibiting an aircraft owner from self-fueling or performing maintenance on his aircraft. "Self-fueling" is described by the FAA as "the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his own equipment." Advisory Circular No. 150/5190-6, p. 9. Like commercial aviation, an airport sponsor cannot limit self-fueling at the airport as a whole, but it is allowed to place reasonable restrictions on self-fueling for safety reasons. *See* Grant Assurance 22(f). Specifically:

The assurance requires only that any aircraft operator entitled to use the airfield is also entitled to tie down, adjust, repair, refuel, clean, perform self-service maintenance, and otherwise service its own aircraft, provided it does so with its own employees and conducts self-servicing in accordance with the sponsor's reasonable rules or standards established for such work. Accordingly, the assurance establishes a privilege of self-service, but it does not, by itself, compel the sponsor to lease the facilities necessary to exercise that privilege where the sponsor has a reasonable and not unjustly discriminatory reason for denying a request to do so.

5190.6B, para 9.7(a). A violation of Grant Assurance of 22(f) thus occurs when the airport sponsor puts an unreasonable restriction on self-fueling or limits it in its entirety. 5190.6B, para 11.2 ("The sponsor is obligated to operate the airport in a safe and efficient manner. The sponsor should establish reasonable rules and standards, and the aircraft owner or operator must conduct self-

⁵ Which as stated below is allowed with a separate agreement covering the attendant risks.

servicing in accordance with those rules and standards for work”). UCM has done this and clarifies it further with its revisions to the License Agreement.

Per Article 4, cl 4, of the License Agreement attached as Exhibit B, UCM does not limit self-fueling. Nor does UCM limit a licensee from supplying its own fuel from a source of his or her choosing, much less require anyone to purchase fuel supplied by UCM, or use its self-fueling pumps. Rather, UCM requires that individuals fuel their aircraft outside of the hangar. UCM does this because it is not safe to fuel an aircraft inside a hangar. (Skyhaven Rules and Regulations, para 5.6, Exhibit A) (“No aircraft shall be fueled or defueled while the engine is running or being warmed by applications of exterior heat, or while such aircraft is in a hangar or an enclosed space, or while any person is in such aircraft.”). The FAA has explicitly stated that such a restriction is reasonable. Advisory Circular No. 150/5190-6, p. 4 (“Examples of reasonable restrictions include restrictions placed on the handling of aviation fuel and other flammable products.”). Such restriction is also supported by the National Fire Code, which states the fueling of an aircraft must take place at least 25 feet from any hangar. (Fire Code 4.2.11.1.3, Exhibit F).

Similarly, per Article 4, cl. 4, of the License Agreement, UCM does not limit an individual’s ability to perform basic maintenance on their own aircraft. Article 4, cl. 4 states that an individual may perform “minor maintenance...as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.” (License Agreement, Exhibit B). This includes changing oil and washing. See Advisory Circular No. 150/5190-6, p. 9. Again, for safety reasons, UCM requires that any individual who wishes to perform maintenance requiring the assistance of a third-party aviation mechanic to do so outside of the hangar or to execute a separate agreement with UCM, addressing the attendant risks and particulars of the work. (Skyhaven Rules and

Regulations, para 3.7, Exhibit A) (“REPAIR OF AIRCRAFT: Subject to limitations within the hangar license, aircraft owners may repair or service their own aircraft within their own licensed hangars that constitutes preventive maintenance in accordance with 14 C.F.R. 43.4 and/or federal, state, and local laws.”). This is a reasonable request so that UCM may be compliant with other regulations.

C. UCM does not require Complainants or any of its licensees to use UCM mechanics.

Last, Grant Assurance 23 bars a sponsor from granting one of its licensees an exclusive right “for the use of the airport.” Similarly, Grant Assurance 22(g) provides that if an airport sponsor is providing services, it must provide services under the same condition as other licensees who are also providing those services. In short, an airport sponsor cannot favor itself or another user over other public users. This is not a situation where UCM is trying to force licensees or anyone else to buy fuel or use UCM’s mechanics and services. Quite the contrary as UCM’s repair shop is at capacity servicing the flight school’s fleet. And again, as noted above, UCM is likewise not trying to prevent any licensee from performing maintenance in the licensee’s licensed hangar on licensee’s own aircraft or with licensee’s own employees.

UCM has its own Part 145 Repair Station with several mechanics that it uses to service its own aircraft. UCM, however, does not require any other licensees to use this shop. Per the License Agreement, a licensee is permitted to perform basic maintenance inside his or her hangar and may have additional maintenance performed outside the licensed hangar but still on the airport without needing any separate agreement. (License Agreement, Article 4, cl 4, Exhibit B). Moreover, if a licensee wants to bring in a third-party aviation mechanic to perform maintenance on their aircraft,

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they may do so by signing up to use a dedicated hangar space that UCM has specifically set aside at Skyhaven for maintenance activities; UCM has sent such an agreement to all licensees.

If the Licensee must have maintenance performed on the aircraft within the walls of the Licensee's hangar space, it can do so under an additional agreement that addresses the related risks; and UCM has recently made such accommodations for a Licensee who made this request. A licensee does not have to use UCM's repair shop and may contract with whoever it wants to contract with. UCM thus has not granted an exclusive right to itself or anyone else. UCM instead offers multiple options to foster the use and efficiency of the airport.

2. UCM has updated its license agreement to resolve any present or future confusion about the reasonableness of its rules and regulations.

As noted repeatedly throughout this letter, UCM takes these allegations seriously and wants to resolve them in a manner that alleviates Complainants' concerns (and the FAA's, if any) without interfering with UCM's ability to safely and efficiently manage Skyhaven. As such, UCM has revised its License Agreement to more clearly reflect the agreement between the parties and address Complainants' concerns. Specifically, UCM's latest updates include refinements and amendments to Articles 1, 4, and 14, which Complainants claimed were defective. UCM believes that it has been in compliance with all Grant Assurances all along, but in the interest of relationship building and clarity makes these changes to resolve any concerns raised by the pending informal Part 13 complaint. For ease of reference in your review of these changes, attached as Exhibits B and G are a clean final copy of the updated License Agreement being circulated, and a redlined copy to pinpoint the edits for you. New versions are being circulated to all 18 of the hangar licensees for execution.

3. Complainants have not voluntarily and in good faith tried to resolve this dispute before and after filing an informal complaint.

The FAA favors informal resolution as “the preferred course of action.” FAA Order 5190.6B, para 2.4(a). “When reasonable efforts have failed to achieve voluntary compliance on the part of the sponsor, the FAA may take formal compliance actions.” *See id.* Further, the FAA will generally “not substitute its judgment for that of the airport sponsor in matters of administration and management of airport facilities.” Order 5190.6B, para 2.4(b). For these reasons, FAA personnel “should make every effort to obtain voluntary compliance.” *Id.* at para 2.4(d). 14 C.F.R. § 16.21 states that prior to filing a formal complaint, a party directly and substantially affected by the allegations “shall initiate in good faith efforts to resolve the dispute matter informally with those individuals or entities believed responsible for noncompliance.”

The issues here involve concerns about UCM’s administration and management of Skyhaven’s hangars as a part of the larger airport. The FAA by its own internal orders is to defer to UCM’s judgment in the resolution of these issues. Furthermore, Complainants have not conferred in good faith with UCM. Complainants’ counsel sent the informal complaint to the FAA on October 14, 2024, without ever contacting UCM to discuss the issues. Prior to UCM’s knowledge of the informal FAA complaint, UCM contacted Complainant [REDACTED] and Complainant [REDACTED] via email after they refused to sign the revised License Agreement⁶ and raised non-specific concerns about Grant Assurances, inviting them to provide more information; neither responded.

⁶ All the terms of which that are now the subject of the Complaint were identical to the previous license agreements, reaching back over a decade.

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(Email to [REDACTED] Exhibit H) (Email to [REDACTED] Exhibit I). Since that time, UCM has attempted to meet and confer with Complainants' counsel to resolve any misunderstanding arising from UCM's rules and regulations, including the License Agreement. (November 5, 2024 Email, Exhibit D) (November 4, 2024 Email, Exhibit J) (November 11, 2024 Email, Exhibit K). Instead of meeting and working to resolve these issues, Complainants' counsel has refused to confer and has instead requested that "pursuant to 14 C.F.R. 16.21 the FAA consider [the informal complaint] a 'substantial and reasonable good faith effort to resolve the matter informally.'" (Complaint, p. 1–2). Filing a complaint and refusing to work with UCM is not within the spirit of the FAA's rules, regulations, or orders, which favor the informal resolution of complaints.

To bring this matter to a conclusion, we welcome the opportunity to meet with your office to answer any further questions and reach a final resolution of the issues. UCM will cooperate to bring this process to a conclusion while making clear its continued commitment to honor all Grant Assurances and further promote the reasonable rules and regulations it has put in place to protect the safety of the public and the efficiency of Skyhaven.

UCM does not address the other claims referenced or changes requested in the Complaint that are unrelated to the Grant Assurances. Furthermore, UCM denies all other claims and the Complainants' proposals. Such matters are not regulated by the Grant Assurances; however, UCM invites Complainants' counsel to contact UCM if they would like to discuss further.

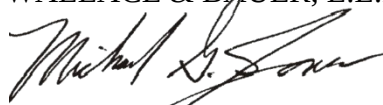
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Should you have any questions before any such meetings, please do not hesitate to contact me.

Respectfully,

Very truly yours,

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

A handwritten signature in black ink, appearing to read "Michael G. Jones", written in a cursive style.

By: Michael G. Jones

██████████, Holly Weiss, Lindsay Chapman, Amy Walter, Angela Muder, Rodney
Joel, ██████████ (via email w/encls.)

**University of Central
Missouri
Max B. Swisher Skyhaven
Airport (KRCM)**

Rules & Regulations

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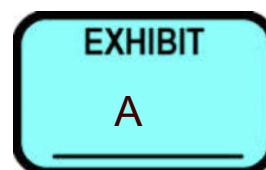


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SECTION 1 - GENERAL INFORMATION

Sec. 1-1. GENERAL

The University of Central Missouri (UCM), owner and operator of this facility, has established the following rules and regulations governing the operations, rules, regulations, and maintenance of the airport. These Rules & Regulations may be amended for time to time in the sole discretion of the University.

Sec. 1-2. DEFINITIONS

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in the section.

Aircraft "Aircraft" means any apparatus now known or invented in the future for flight.

Airport "Airport" means the Max B. Swisher Skyhaven Airport as it now exists, as it may be expanded in the future, and all improvements thereon. Where provisions in this chapter refer to real estate or to property or to activities not otherwise located or identified, they shall be in reference to real estate, property, and activities on, located at, or taking place at the airport.

Airport Manager "Airport Manager" means the Director, Aviation Operations & Maintenance (Director) or a duly authorized representative. The Airport Manager shall supervise the airport staff and be responsible for the operation, management and maintenance of the airport and all facilities and equipment in connection therewith for the enforcement of the provisions manual.

Driver "Driver" means any person who is in actual physical control of a vehicle.

Emergency Vehicle "Emergency Vehicle" means any Police or Fire Department vehicle, and ambulances and vehicles conveying official personnel or Airport employees in response to an official emergency call.

Fixed Base Operator A "Fixed Base Operator" (FBO) means any aviation related business duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities and services at the airport.

Flying Club "Flying Club" shall mean any non-commercial organization or group of persons joining together equally or proportionately in aircraft ownership for the personal pleasure and use of participating members only to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Independent Contractor "Independent Contractor" (IC) means any person not employed by an FBO who is providing authorized aeronautical services for hire on the airport.

Motor Vehicle "Motor Vehicle" means any vehicle that is self-propelled.

Person "Person" means any individual, firm, co-partnership, corporation, company (including any assignee, receiver, trustee or similar representative thereof), any group, United States of America, any state or political subdivision thereof, any foreign government or the United Nations.

Public Aircraft Facilities "Public Aircraft Facilities" means the following facilities as they are from time to time provided and made available by the University for Public Use by all aircraft and their operators:

- a. Public runways for the purpose of landing and taking-off of aircraft.
- b. Public taxiways for the purpose of ground movement of aircraft.
- c. Public aircraft parking space for the purpose of parking and storing aircraft, loading and unloading passengers, baggage, freight, mail, and other cargo upon and from aircraft, aircraft performing operations incidental to the immediate arrival or departure of aircraft and servicing with fuel, and for parking mobile equipment actively used in connection with the foregoing.
- d. The area in the vicinity of the Terminal Building known as ramp or apron space (and any future additions thereto and improvements thereto), provided for the purpose of performing operations incidental to the immediate preparation for aircraft for departure such as servicing with fuels and inspection.
- e. Any other space provided by the University for public use by aircraft operators at the Airport.

Special Purpose Organization "Special Purpose Organization" (SPO) means any non-commercial organization, other than a flying club, which is organized and operates with the specific purpose of supporting, promoting, or preserving some aspect of aviation.

Student "Student" means any person enrolled in classes at the University of Central Missouri.

Temporary Independent Contractor "Temporary Independent Contractor" (TIC) means any person not employed by the FBO performing authorized aeronautical services for hire on the Airport which: (a) is engaged by the FBO or aircraft owner to perform a specific purpose, (b) operates on the Airport to perform such service for thirty (30) consecutive calendar days or less, (c) performs such service in or on premises leased by the FBO or aircraft owner (excluding flight instruction), and (d) does not regularly perform aeronautical services for hire on the Airport. For purposes of this definition, a person is deemed to regularly provide aeronautical services for hire on the Airport if, for compensation, they provide aeronautical services on the Airport on thirty-one (31) or more cumulative days (consecutive or nonconsecutive) in a calendar year.

University "University" means the University of Central Missouri (UCM).

Vehicle "Vehicle" means any device by which any person or property is or may be transported or drawn upon a highway, including bicycles.

Sec. 1-3. SCOPE

All persons on any part of the property comprising the Airport shall be governed by the rules and regulations prescribed herein and by other applicable University, Federal, State and local regulations relative to the use or occupation of any part of the property comprising the Airport. These rules and regulations are subject to change at any time. For any contingencies not covered by these rules and regulations, the University is authorized to establish such additional provisions as may seem desirable and proper.

Sec. 1-4. LIABILITY

Any person using the Airport and its facilities shall do so at their own risk. The University assumes no responsibility for loss, injury, damage, personal injury, or death to the person or property however caused or from fire, theft, vandalism, wind, flood, earthquakes, or any acts of God, of the public enemy, or for any other reason.

Sec. 1-5. POLICE POWER

The Director shall make necessary and appropriate arrangements with the University Department of Public Safety and other law enforcement agencies for the security of the airport.

Sec. 1-6. PENALTIES

Any person who knowingly and willfully violates any provision prescribed in these rules and regulations, or any valid order or instruction issued by the University, may be removed or ejected from the airport premises. The University may deny the use of the Airport and its facilities to any such person if the University determines that such denial is necessary.

Sec. 1-7. LOST ARTICLES

All lost articles shall be turned in to the Director's office by the finders. Any such articles not claimed in sixty (60) days may be disposed of.

Sec. 1-8. UNIVERSITY DEPARTMENT OF AVIATION

The University Department of Aviation operates an FAR Part 141 flight training school known as the "Flight Department". The Flight Department is an operator at the Airport conducting flight instruction for hire. The Flight Department has utilization rights to the following buildings owned by the University, Hangar Three, T-Hangars 1-10 & 14. Tie-Down parking will be provided on the Airport apron for at least 25 aircraft in consecutive order segregating the Flight Department's aircraft from other Airport tenants and transient aircraft. The FBO will provide aviation services to the Flight Department.

SECTION 2- PUBLIC AND TENANT USAGE

Sec. 2-1. CONDUCT

No person shall be or become intoxicated, commit any disorderly, obscene or indecent act, commit any act of nuisance, conduct or engage in any form of gambling, nor commit or engage in any other illegal act on the Airport. Any Airport tenant hosting or allowing use of leased facilities for special activities, gatherings, or parties on the Airport premises must obtain prior permission from the Director, and is responsible for ensuring guests are aware of and adhere to these requirements.

Sec. 2-2. SANITATION

No person shall dispose of garbage, papers, refuse, or other material on the Airport except in the receptacles provided for that purpose.

Sec. 2-3. PRESERVATION OF PROPERTY

No person shall destroy, deface, or disturb in any way any tree, building, sign, equipment, marker, or other structure; or make any excavations on the Airport without permission of the University; or willfully abandon any personal property on the Airport.

Sec. 2-4. WEAPONS, EXPLOSIVES, AND FLAMMABLE MATERIALS

No person shall carry any weapons, explosives or flammable materials on the Airport except in accordance with applicable federal, state, and local provisions.

Sec. 2-5. INTERFERING OR TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft; or use any aircraft, aircraft parts, instruments, or tools, without permission of the owner.

Sec. 2-6. RESTRICTED AREAS

No person shall enter upon the field areas, utilities and service roads or areas, or other areas as may be designated restricted except:

- a. Persons authorized by the University.
- b. Persons authorized by the Director.
- c. Passengers, under appropriate supervision, entering the apron for the purpose of embarkation or debarkation.
- d. Licensee and their employees as authorized in an approved license.

Sec. 2-7. ROADS AND WALKS

- a. No person shall travel on the Airport other than on the hangar access taxiways, roads, walks, or place provided for the particular class of traffic.
- b. No person shall occupy the hangar access taxiways, roads or walks in such a manner as to hinder or obstruct their proper use.

Sec. 2-8. ANIMALS OR PETS

Animals will not be permitted in any University owned building or other areas of the Airport, with the exception of the following; Seeing-Eye dogs, Hearing-Ear dogs, and support dogs for the disabled, or animals properly restrained or confined for transportation.

Sec. 2-9. LOITERING AND REFUSAL TO COMPLY

No person shall loiter on any part of the airport. Any person or persons who shall refuse to comply with this provision, after proper request to do so shall be requested to leave the airport, and in the event of their failure to comply with the request or abide by the regulations of Skyhaven Airport shall be regarded as a trespasser. In the instance this person is a UCM student they may be reported to Student Affairs for disciplinary action.

Sec. 2-10. MODEL AIRCRAFT, ROCKETS, PARACHUTE JUMPING

No person shall operate or release any kite, balloon, model aircraft or rocket, engage in a preplanned parachute jump, anywhere on the airport, or in the runway protection areas or other restricted areas, without permission of the Director.

Sec. 2-11. USE OF SHOP AREAS

All shops, garages, equipment, and facilities are expressly for the conduct of the owners or licensee's business and operations. No persons other than employees of the owner or licensee shall make use of these facilities or loiter around such premises without individual and specific permission of the owner or licensee. This section applies to Airport premises as well as all licensed premises.

Sec. 2-12. TRASH CONTAINERS

Areas to be used for trash or garbage containers shall be designated by the University, and no other areas shall be used. Designated areas shall be kept clean and sanitary at all times. These containers will not be used for the disposal of hazardous materials, and proper disposal of such materials is the sole responsibility of the individual user.

Sec. 2-13. STORAGE OF EQUIPMENT

No tenant at the Airport shall store or stack materials or equipment in such a manner as to constitute a hazard to personnel or property.

Sec. 2-14. MAINTENANCE

All tenants must maintain their licensed property in a condition of repair, cleanliness, and general maintenance and free from all fire hazards in accordance with their individual license agreements.

Sec. 2-15. STRUCTURAL AND DECORATIVE CHANGES

Tenants may not effect structural or decorative changes or additions of any type without the prior permission of the University.

Sec. 2-16. DAMAGES

Tenants, licensee, and grantees shall be fully responsible for all damages to buildings, equipment, property, and appurtenances in the ownership or custody of the University caused by their negligence, abuse, or carelessness or that of their employees, agents, customers, visitors, suppliers, or persons with whom they may do business.

Sec. 2-18. DEFAULT OF OBLIGATIONS

- a. All billings are payable upon presentation, unless otherwise noted thereon.
- b. Any tenant, user, or grantee who is formally notified of default of any written or implied obligation to the University, whether it be for breach of performance or service covenants or non-payment, will thereafter be billed for all losses of revenue, expenses incurred to re-establish performance or service, and other costs unless the tenant, user, or grantee files with the Director within thirty (30) days of receipt of the formal notification a statement that the corrective or preventive measures have been initiated and will diligently be carried to completion.
If the promises contained in the statement are not fulfilled, the tenant, user, or grantee will be considered in absolute default and the University will take appropriate lawful steps.
- c. This section is subordinate to license provisions that remedy default of license obligations.

SECTION 3 - AIRCRAFT OPERATION

Sec. 3-1. AERONAUTICAL ACTIVITIES

All aeronautical activities at this Airport, and all flying of aircraft departing from or arriving in the airspace above this Airport, shall conform to the current pertinent regulations of the Federal Aviation Administration, State of Missouri and the Airport.

Sec. 3-2. AIRCRAFT REGISTRATION AND OPERATION

- a. The owners of all aircraft based on the Airport will register their aircraft with the Director's office prior to beginning operation. Any change in the ownership will require a change in registration.
- b. No person shall operate from the Airport any aircraft that is not airworthy and/or approved for flight by the Federal Aviation Administration.

Sec. 3-3. ACCIDENT REPORTS

Any person involved in an aircraft accident occurring on the Airport shall, as soon as possible, make a full report thereof to the office of the Director, including names, addresses, and all pertinent information. The Director shall file a written copy of this report with the Safety & Risk Managers. This report is separate and distinct from reports required by the NTSB and FAA in accordance with 49 CFR, Part 830.1.

Sec. 3-4. REFUSAL OF AIRPORT USE

The University may restrict or refuse any flight activity or other operation at the Airport for any reason the manager feels justifiable in the interest of public safety and welfare. The University may prohibit the use of the Airport or any part of it when the Manager believes a person or the purposes intended by such person are inconsistent with the safe operation of the Airport.

Sec. 3-5. CLOSING OF AIRPORT

Whenever the conditions of the Airport or any part of the Airport are determined to be unsafe for landing or taking off, a Notice to Airmen (NOTAM) closing the entire Airport or any part thereof may be issued. This shall be filed with the FAA Flight Service Station only by persons on file with the FAA as authorized by the Director. The same procedure will be followed when the Airport or part thereof is again usable.

Sec. 3-6. DISABLED AIRCRAFT

The owners shall promptly remove from public view all disabled aircraft and parts thereof on the Airport. The University reserves the right to tow a disabled aircraft away or otherwise remove it at the owner's or operator's expense, and without liability for damage which may result in the course of or after such moving. The same shall apply to the removal of a damaged aircraft.

Sec. 3-7. REPAIR OF AIRCRAFT

Subject to limitations within the hangar license, aircraft owners may repair or service their own aircraft within their own licensed hangars that constitutes preventative maintenance in accordance with 14CFR43.3 and/or federal, state, and local laws.

Sec. 3-8. ENGINE STARTING AND RUN-UP

Aircraft at the Airport shall not perform run-up or engine test operations in any area that would result in a hazard to other aircraft, persons, or property.

Sec. 3-9. AIRCRAFT PARKING

No person shall park aircraft in any area on the Airport other than that prescribed by the Director.

Sec. 3-10. EXPERIMENTAL DEMONSTRATIONS

No experimental flight or ground demonstrations shall be conducted on the Airport without the express approval of the Director.

NOTE: The flying of an aircraft certified as experimental does not constitute experimental flight.

Sec. 3-11. AIRPORT FACILITY DAMAGE

Any person damaging any light, fixture, or other Airport facility by means of contact shall report such damage to the Director's office immediately and shall be fully responsible for any costs required to repair or replace the damaged facility. A damage report shall be forwarded to the University's Safety & Risk Managers.

Sec. 3-12. GROUND OPERATIONS, TAXIING, TAKE-OFFS AND LANDINGS

All operations of aircraft on the grounds of the Airport shall be such as not to endanger life or property; and aircraft operators shall at all times control speed and movement with the highest degree of care, having regard for other aircraft traffic, the presence of other persons, and the presence or movement of other property. All taxiing, take-offs, and landings will be made in accordance with FAA General Operating and Flight Rules.

SECTION 4 - MOTOR VEHICLES

Sec. 4-1. LICENSING

a. No person shall operate motorized ground equipment of any kind on the Airport without a valid Vehicle Operator's License.

b. The University or Director may restrict motor vehicle operations to a certain portion or segment of aircraft facility areas.

Sec. 4-2. RULES OF OPERATION

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless or negligent manner, or in excess of 15 miles per hour on the ramp, apron, or in aircraft parking and hangar areas.
- b. Pedestrians and aircraft shall at all times have right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft.
- c. No person operating a motor vehicle on the Airport shall fail to give proper signals or fail to observe the directions of posted traffic signs.
- d. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.
- e. No person shall operate any motor vehicle on the Airport overloaded or carrying more passengers than that for which the vehicles were designed. No person shall ride on the running board, stand up in the body of moving vehicles, ride on the outside of the body of a vehicle, or with arms or legs protruding from the body of motor vehicles.
- f. No vehicle shall be operated on the Airport if it is so constructed, equipped or loaded as to endanger persons or property.
- g. No person shall operate a motor scooter, truck, or other motor vehicle without exhausts protected by screens or baffles to prevent the escape of sparks or spreading of flame on the Airport.
- h. Any vehicle that has been permitted to operate on the Airport will not proceed closer than 250 feet from the edge of the runways without approval from the Director. Vehicles crossing the runway will make certain the crossing will not interfere with any aircraft operation whether flying or taxiing.
- i. All vehicles operating on the Airport between sunset and sunrise shall have full operating headlights and taillights visible at least 500 feet.
- j. During times of emergency caused by natural disaster, wind storms, aircraft accidents, and other mishaps, no private vehicles shall be allowed in the aircraft facilities area. The Director shall determine when normal operations may be resumed.
- k. In the event of an emergency on the Airport, only that equipment and personnel so authorized by the Director or the University shall be used.
- l. This section shall not apply for Police and Fire equipment responding to a bona fide emergency.

Sec. 4-3. SPEED LIMITS

a. No person shall drive a motor vehicle or a motor bicycle upon any public street, road or hangar access taxiway within the limits of the Airport at a speed greater than 15 miles per hour or endanger the life, limb or the property of any person. If the rate of speed of any motor vehicle or motor bicycle within the airport premises exceeds 15 miles per hour, such rate of speed shall be prima facie evidence that the person operating such motor vehicle or motor bicycle is running at speed greater than is reasonable or having insufficient regard to the traffic or so as to endanger the life or limb or the property of any person.

(See Speed Limit Standards Below)

Aircraft & Vehicles

- Aircraft Parking Area – 15 mph and 5 mph within 25' of an aircraft
- Vehicle Parking Area – 5 mph
- Taxiways and Runways – As appropriate for conditions
- Congested Areas – 15 mph
- Towing Speeds
 - Aircraft – 5 mph
 - Equipment – single towed – 10 mph
 - Equipment – multiple towed – 5 mph
 - Ground Power Equipment – 15 mph

b. This section shall not apply for Police and Fire equipment and vehicles responding to a bona fide emergency or to snow removal equipment and vehicles.

Sec. 4-4. REPAIR OF MOTOR VEHICLES

No person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated areas, except when those minor repairs are necessary to move such motor vehicles from the Airport; nor shall any person move, interfere or tamper with any motor vehicle part, instrument, or tool thereof, without the permission of the owner or satisfactory evidence of the right to do so duly presented to the Director.

Sec. 4-5. VEHICLE PARKING

a. No person shall park a motor vehicle for loading, unloading, or any other purpose on the Airport other than in the areas specifically established for parking and in the manner prescribed by signs, lines, or other means. No person shall park or abandon any motor vehicle in a manner so as to obstruct runways, taxiways, hangars, roadways or aircraft parking areas.

b. The University shall have the authority to tow or otherwise move vehicles which are parked by their owners or operators on the Airport in excess of 48 hours at the operator's expense, and without liability for damage which may result in the course of such moving.

Sec. 4-6. RAMP VEHICLES

- a. The words "vehicle", "unit", "equipment", or "device" as used in these rules and regulations shall include passenger automobiles, trucks, or any mobile or movable device used in servicing aircraft and persons on any public ramp and apron area.
- b. The speed and manner of movement of any vehicle, mobile or movable device on the public ramp and apron area shall be such as not to endanger life or property; and the operator thereof shall at all times regulate and control such speed and movement with the highest degree of care, having regard for the circumstances and conditions of traffic, the presence of other living persons and creatures, and the presence or movement of other property.

SECTION 5 - GENERAL SAFETY RULES

Sec. 5-1. SMOKING

No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any open flame in or upon any fuel storage area, hangar, public landing area, public ramp or apron area, or in any other place where smoking is specifically prohibited by signs, or upon any open space within fifty feet of any fueling or defueling operation. Smoking and tobacco use will only be allowed in designated areas.

Sec. 5-2. CLEANING OF AIRCRAFT

No person shall wash their aircraft or other vehicle with any chemical or soap other than in designated areas with containment capabilities or designated as such by the University Hazmat Coordinator.

Sec. 5-3. STORAGE

- a. No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars, or in any building on the Airport; except that such materials may be kept in an aircraft in the proper receptacle installed in the aircraft for such purpose, or in rooms or areas specifically approved for such storage by the Director and University Hazmat Coordinator.
- b. No person shall keep or store lubricating or waste oil in or about the hangars, except in sealed cans or containers of a design and type that meets the approval of the University Hazmat Coordinator.
- c. Licensee shall provide suitable metal receptacles with self-closing covers for the storage of waste, rags, and other rubbish. All waste and rags or other rubbish shall be removed by the licensee daily, or in regular scheduled pickups, but not later than once each week.

d. Gasoline, oil, and solvent drums or receptacles shall not be stored on apron and ramp areas in excess of amounts actually needed as current stock. Any material of this type that is kept in such areas will be kept enclosed and covered in housing of a design that meets the approval of the Director and Hazmat Coordinator.

Sec. 5-4. DOPING AND PAINTING

Aircraft doping and painting processes shall be conducted only in FAA certificated repair shops with properly designated fire-proofed and ventilated rooms or in approved buildings in which all illuminations, wiring, heating, ventilation equipment, switches, outlets and fixtures shall be explosion-proof, spark-proof, and vapor-proof; and all windows and doors shall open easily. A waiver of this rule may be given by the University Hazmat Coordinator if they so choose after investigation of proposed operation.

Sec. 5-5. LIQUID DISPOSAL

No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains, on the ramp areas, catch basins or ditches, or elsewhere on the Airport not designated as a liquid waste disposal area.

Sec. 5-6. FUELING OPERATIONS

Unless otherwise approved by the Director, the following rules govern the fueling and defueling of aircraft:

- a. No aircraft shall be fueled or defueled while the engine is running or being warmed by applications of exterior heat, or while such aircraft is in a hangar or an enclosed space, or while any person is in such aircraft.
- b. No person shall smoke within 50 feet of an aircraft being fueled or defueled.
- c. No person shall operate any radio transmitter or receiver or switch any electrical equipment off or on in an aircraft during fueling or defueling.
- d. During refueling, the aircraft and the fueling dispensing apparatus shall both be grounded to a point or points of zero electrical potential.
- e. No person shall use any material or equipment during fueling or defueling of aircraft which is likely to cause a spark or ignition.
- f. Fire extinguishers shall be within ready reach of all persons engaged in fueling or defueling aircraft.
- g. No person shall start the engine of any aircraft when there is liquid fuel on the ground under such aircraft.

h. Fueling hoses and equipment shall be maintained in a safe, sound and non-leaking condition and shall be approved by National Board of Fire Underwriters in all respects and parts.

i. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. This does not apply to aircraft owners that hold a valid FAA supplemental type certificate for use of automotive fuel and dispensed fuel from approved fuel cans.

j. Persons engaged in the fueling and draining of aircraft shall exercise care to prevent overflow of fuel and take proper measures to remove volatile liquids when spilled during transfer.

k. No person shall transport flammable liquids into any aircraft area or refuel aircraft on any portion of the Airport prior to securing permission from the Director.

l. All fueling operations will be done in accordance with current FAA Advisory Circulars, refueling and quality control procedures, and the Airport Operations Manual.

Sec. 5-7. OTHER REGULATIONS

All regulations and recommendations of the University Public Safety, Life Safety, and Hazardous Materials Departments shall be adhered to with regard to all aspects of fueling and handling of flammable materials.

Sec. 5-8. OPEN FLAME OPERATIONS

No person shall conduct any open flame operations in any hangar or on the Airport unless specifically authorized by the Airport Director and University Hazmat Coordinator.

Sec. 5-9. EXPLOSIVES AND OTHER DANGEROUS ARTICLES

No person shall store, keep, handle, use, disperse or transport at, in or upon the airport any class A or class B explosives or any class A poisons (as defined in the Interstate Commission Regulations for transportation of explosives and other dangerous articles), or any other poisonous substances, liquids, gas, compressed gas, or any radioactive substance in such manner likely to unreasonably endanger persons or property.

Sec. 5-10. EXPLOSIVES AND ARTICLES BARRED

No person shall, without prior permission of the Director, keep, transport, handle or store at, in or upon the Airport, any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil aircraft in the United States under the current federal regulations. The Director shall be notified at least twenty-four (24) hours in advance, Monday through Friday from 8:00a.m. to 5:00 p.m., to permit full investigation and clearance for any

operation requiring a waiver of this regulation. Requests for waivers initiated during all other times may require additional time to determine approval status.

Sec. 5-11. RADIOACTIVE MATERIALS

a. No person shall without prior permission of the Director, store, keep, handle, use or transport at, in or upon the airport, any quantity of radioactive materials except for medical purposes. No storage of medical radioactive materials is permitted without the approval of the Director.

b. Advance notice of at least twenty-four hours shall be given the Director to permit full investigation and clearance for any operation requiring a waiver of this regulation.

Sec. 5-12. PAVEMENT AND FLOOR CARE

All Licensees on the Airport shall keep the floors of the hangars, hangar areas, terminal apron and ramp areas leased by them or used in their operation, clean and clear of oil, grease, and other materials or stains except as may be provided to the contrary in any specific licenses or contracts.

SECTION 6 - BUSINESS OR COMMERCIAL ACTIVITY (GENERAL AVIATION FIXED BASE OPERATOR, INDEPENDENT CONTRACTOR, AND TEMPORARY INDEPENDENT CONTRACTOR REQUIREMENTS)

No person shall engage in any business or commercial activity of any nature except with the approval of the University and under such terms and conditions as may be prescribed.

Fixed Base Operator, Independent Contractor, and Temporary Independent Contractor Requirements are addressed in the Minimum Standard Requirements for Airport Aeronautical Services and individual licensee and operator agreements.

SECTION 7- FLYING CLUBS AND SPECIAL PURPOSE ORGANIZATIONS

Sec. 7-1. APPROVAL OF DIRECTOR REQUIRED

Flying clubs and Special Purpose Organizations shall be permitted on the public areas of the airport upon approval by the Director.

Sec. 7-2. COMMERCIAL OPERATION PROHIBITED

A flying club or Special Purpose Organization or any individual member thereof shall not provide instruction for other than its members, nor shall it operate or provide charter service or engage in any commercial operation.

NOTE: This only applies to flying clubs and Special Purpose Organizations. This does not limit the potential for Commercial Operations at Skyhaven Airport.

Sec. 7-3. USE OF INDEPENDENT CONTRACTORS AND TEMPORARY INDEPENDENT CONTRACTORS

Flying Clubs or SPOs using Independent Contractors (ICs) or Temporary Independent Contractors (TICs) as a means of satisfying member requirements are reminded to ensure the ICs and TICs meet all requirements and are registered with the Airport.

For questions regarding these rules and regulations contact:

Scotty B. Huber
Director, Aviation Operations & Maintenance
281 NW 50 HWY
Warrensburg, MO 64093
660-543-4947
sbhuber@ucmo.edu

General Aviation Security Information

What to Look For

- Aircraft with unusual or unauthorized modifications.
- Persons or vehicles loitering for extended periods in the vicinity of parked aircraft, in air operations areas, or around the airport.
- Pilots who appear to be under the control of other persons.
- Persons with above average interests in aircraft and their performance capabilities.
- Persons wishing to obtain aircraft without presenting proper credentials or persons who present apparently valid credentials but do not have a corresponding level of aviation knowledge.
- Stolen or missing aircraft.
- Anything that doesn't look right or does not fit the pattern of lawful normal activity at your airport.

How to Report Suspicious Activity

Call your local law enforcement agency.

Primary Agency

University of Central Missouri, Public Safety

Telephone Number

660-534-4123

Secondary Agencies

Johnson County Sherriff
Missouri Highway Patrol
Federal Aviation Administration
TSA GA Safety Hotline
Kansas City FBI

660-747-5511
816-524-9200
816-329-4000
866-GA-SECURE
816-512-8200

NOTE: For emergencies immediately call 911 and notify airport management.

To report ideas or suggestions regarding aviation security at Skyhaven Airport contact the Director by phone at 660-543-4947 or e-mail at sbhuber@ucmo.edu.

Information provided by Skyhaven Airport. Call 660-543-4947 for questions or comments.

AIRPORT HANGAR LICENSE AGREEMENT

THIS LICENSE, made this ____ day of _____, 20 ____, by and between the University of Central Missouri, (the UNIVERSITY), and _____, an Individual residing at _____ in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the enclosed hangar space at hangar No ____ (the "Premises") as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Aircraft Serial Number _____
Aircraft Registered Owner(s) _____
Aircraft Owner Address & Phone Number (if different from Lessee) _____
Distinguishing Aircraft Markings _____
Quantity and ID of Airport Access Keys _____
Valid Registration Certificate _____

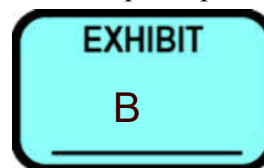
LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on _____, 20 ____. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement upon thirty (30) days prior written notice.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of _____ dollars per month, payable in advance commencing on the date as listed above. A security deposit equal to one month's license fee must be paid upon execution



of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said Premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. For safety reasons, the LICENSEE is not allowed to fuel its own aircraft within the Premises but it is permissible outdoors at other appropriate locations on the Airport.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said Premises for commercial aviation activity or any part of said Premises for commercial aircraft maintenance for third parties. This includes the operation of commercial businesses within the Premises. This clause in no way prohibits LICENSEE from using the airport for commercial aviation, but rather restricts it only within the Premises unless otherwise allowed by separate agreement between UNIVERSITY and LICENSEE. LICENSEE will be permitted to conduct minor maintenance on LICENSEE'S aircraft within the Premises as would normally be performed by an aircraft owner without the benefit of a third-party aircraft mechanic. Repairs requiring

the service of a third-party aircraft mechanic may be performed at the Airport and in designated locations. If the services must be performed inside the Premises, the LICENSEE may do so with a separate agreement between UNIVERSITY and LICENSEE.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by

such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10

INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, naming the UNIVERSITY as an additional insured, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters. With respect to the above coverage, the coverage shall be provided on an occurrence basis.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12 SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made

thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it sees fit regardless of the desires or view of LICENSEE and without interference or hindrance to the developments or improvements from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the Premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination if Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE. Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16 ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

(Name)

Date

STATE OF MISSOURI)
COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared _____, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this _____ day of _____, _____.

Notary Public

My Commission Expires: _____



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Cornelsen, Sarajane

From: [REDACTED] <[REDACTED]@[REDACTED]>
Sent: Tuesday, November 5, 2024 5:35 PM
To: Jones, Michael G.; Amy.Walter@faa.gov
Cc: Lindsay Chapman; Holly Weiss; Wilder, Elisabeth; Cornelsen, Sarajane; [REDACTED]; Angela.Muder@faa.gov; rodney.joel@faa.gov
Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

Mr. Jones,

We appreciate your offer to discuss interim waivers and fixes, but after conferring with our clients we have decided to forgo any premature negotiations prior to UCM providing a full response to the FAA. Our clients would like UCM to explain both the proposed solutions to the specific grant assurance violations and to have those solutions nested in a comprehensive, transparent, and uniform set of Minimum Standards. Based upon the preliminary negotiations regarding an interim waiver to the maintenance prohibition in Article 4 of the license agreement, it has become apparent that UCM is again operating on an ad hoc basis without reliable or reasonable standards. Our clients are not comfortable risking professional and legal liability based upon uncertain or changing terms and conditions that vary based upon recipient.

We look forward to continuing negotiations with UCM once they have responded in full to the complaint on Nov. 12th.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

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EXHIBIT

D

To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, (1) for the purpose of avoiding penalties under Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: [REDACTED]
Sent: Friday, November 1, 2024 5:36 PM
To: 'Jones, Michael G.' <mgjones@martinpringle.com>; Amy.Walter@faa.gov
Cc: Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; [REDACTED]
[REDACTED] Angela.Muder@faa.gov; rodney.joel@faa.gov
Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

Mr. Jones,

We look forward to hearing the formal response to our complaint on Nov. 12 with the proposed resolutions to all of UCM's grant obligations. Our understanding of the interim agreements being offered to Mr. [REDACTED] and others was that they were a specific solution to Mr. [REDACTED] immediate situation and not a proposed remedy to the overall lack of maintenance available to private aircraft. We do not represent Mr. [REDACTED] but we do think his situation is indicative of the ad hoc nature of policies at Skyhaven. Our clients do not wish to engage in a negotiation if it serves minimize the overall systemic violations at the airport in exchange for an immediate "quick fix" with no longer term resolution. It should not be forgotten that UCM is a large institution with all of the resources of the state behind whereas our clients are a small group of private tenants trying to manage this process efficiently. There is a real risk that UCM could use this disparity as leverage in negotiations against individuals such as Messrs. [REDACTED] and [REDACTED] and make a side deal in an attempt to sidestep the larger systemic issues at the airport.

Despite the fact that several of our client's aircraft, to include the entire Mighty Mules Flying Club with several members from the local military community, are grounded due to lack of maintenance, our clients would be willing to hear a proposition to resolve the commercial maintenance prohibition violations in Article 4 of the license agreement, but only provided that the proposition is applicable to all of the tenants of the airport without discrimination and do not conflict with or delay the overall proposed remedies due on the 12th.

We look forward to hearing to continuing our discussion.

Sincerely,

[REDACTED]

[REDACTED]

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

Sent: Friday, November 1, 2024 12:15 PM

[REDACTED]; Amy.Walter@faa.gov

Cc: Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth

<emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; [REDACTED]

[REDACTED] Angela.Muder@faa.gov; rodney.joel@faa.gov

Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

Mr. [REDACTED]

UCM will of course provide its formal response on the 12th. UCM is disappointed in your unwillingness to engage in interim efforts to work things out directly and informally as requested in our separate email on Tuesday, in keeping with the applicable regulations and as also encouraged by Ms. Walter. A copy of that email is attached.

Given your position, we will include in our formal response to the FAA the proposed clarifications or refinements to license agreement that our attached email indicated could be the focus of our efforts to meet and confer.

We gather also that by declining to confer you do not wish to engage on Mr. [REDACTED] behalf about a potential interim side agreement to cover terms on which his A&P work could resume pending resolution of the complaint. As noted below, UCM has been prepared to engage on that with his other counsel, or you.

In any event, UCM remains willing to meet and discuss the issues, and holds its offer open.

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: [REDACTED]
Sent: Friday, November 1, 2024 8:11 AM
To: Jones, Michael G. <mgiones@martinpringle.com>; Amy.Walter@faa.gov
Cc: Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; [REDACTED]
[REDACTED] <Angela.Muder@faa.gov>; rodney.joel@faa.gov
Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

Mr. Jones,

Good morning. We look forward to seeing UCM's response to the Part 13 complaint on November 12th. However, until we have seen UCM's formal response to those items we believe a discussion is premature. Our clients are not interested in piecemeal solutions to specific problems if the larger systemic issues remain unaddressed.

As a reminder, this is a Part 13 complaint, which by definition is an informal process. The term *ex parte* is not appropriate when applied to communication with the FAA as they are actually seeking information for their investigation. In addition, the extension of a grace period to the pilots and aircraft owners is not an injunction. UCM was originally given until Oct. 29, three days ago, as their deadline to respond until the FAA agreed to extend the deadline until Nov. 12th to accommodate UCM's request. It is only fair and reasonable that our clients not be placed at a disadvantage prior to negotiations by having their aircraft and equipment potentially stranded at the airport during this extension period for lack of maintenance. It is for that reason that the FAA thought it reasonable that the grace period be extended to Dec. 1.

We are looking forward to resolving this matter in compliance with all of UCM's grant assurance obligations.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

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

Sent: Tuesday, October 29, 2024 3:07 PM

To: Amy.Walter@faa.gov

[REDACTED] Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>; [REDACTED] Angela.Muder@faa.gov; rodney.joel@faa.gov

Subject: FW: Discussion - Part 13 Complaint RCM/Skyhaven

Good afternoon Ms. Walter,

Our firm represents the University of Central Missouri on this Part 13 complaint filed by four hangar licensees represented by Mr. [REDACTED]. We are working to gather facts and prepare a response to the complaint by the November 12 deadline, and plan in the interim to meet and confer with Mr. [REDACTED] about possible resolution options to clarify and/or refine certain terms of the subject license agreements.

In the meantime, Mr. [REDACTED] latest email to you below seeking to accelerate the process with an ex parte meeting to extract the equivalent of a preliminary injunction pending our response was forwarded to me. This is both unnecessary and inconsistent with UCM's due process rights to respond to the complaint.

UCM has approximately 15 hangar licensees, four of whom have joined in the present complaint, and they are the only ones we understand to be represented by counsel, or who object to the terms of the license. UCM is communicating separately with the others if and as needed, which includes Mr. [REDACTED] with whom UCM is negotiating a side agreement to accommodate his request to bring in an A&P to work on his magneto in his licensed hangar space. That situation is not as Mr. [REDACTED] suggests in his email below and relates to someone we do not understand him to represent. UCM has also reached out to Mr. [REDACTED] other counsel, who has not been responsive; we will reach out to Mr. [REDACTED] today.

We will be responding to each of the issues raised in the complaint by November 12 but need to be given the time to meaningfully investigate and confer with Mr. [REDACTED] about potential resolution options in hopes of narrowing if not avoiding your office's need to take further action. We do not believe interim ex parte meetings are necessary or appropriate.

Thank you,

Mike

Michael G. Jones

Attorney



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

E mgjones@martinpringle.com

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----- Forwarded message -----

[REDACTED]
Date: Tue, Oct 29, 2024 at 9:45 AM

Subject: Discussion - Part 13 Complaint RCM/Skyhaven

To: Walter, Amy (FAA) <Amy.Walter@faa.gov>

Cc: [REDACTED] Muder, Angela (FAA) <Angela.Muder@faa.gov>, Joel, Rodney (FAA) <rodney.joel@faa.gov>, Lindsay Chapman <lchapman@ucmo.edu>, Holly Weiss <hweiss@ucmo.edu>

Ms. Walter,

Good morning. I would like to set up a time to speak with you regarding a few of the Skyhaven issues that are coming to a head based upon tenant aircraft maintenance coming due. As of now our client [REDACTED] counts 13 aircraft that are either stranded at the airport or unable to return for want of maintenance. This is not counting the Mighty Mule Flying Club aircraft that [REDACTED] helps to manage. Additionally multiple aircraft cannot refuel, or can do so only at a financial penalty, because they use the mogas (automobile gas) STC and thus self-fuel. I will be happy to compile the above into more formal exhibits similar to those submitted with the original complaint for easier reference.

The tenants are getting frustrated by UCM's continuing refusal to allow self-fuel and maintenance of the aircraft. The proposed workaround for Mr. [REDACTED] to push the aircraft out of the hangar and so that maintenance could be performed on to the ramp, appears to me to be dubious from a both practical and legal perspective. [REDACTED] recommendation is that they do not conduct maintenance under those conditions.

We would like a confirmation, in writing, that UCM will allow both self-fueling and outside commercial maintenance of aircraft, until further notice, in order to prevent our clients from being placed at a disadvantage prior even to the start of discussions. The university already holds most of the cards in this scenario, but it is the university which has been in violation of AIP since at least 2012 (the first year for which I have a copy of a license agreement with the same prohibitions). If we include the runway and taxiway improvement funds spent in 2017 and 2018, along with UCM's annual funding of \$150,000, this comes to a ballpark figure of \$4.1 million that they may be liable to pay back to the federal government. Note: We have a formal records request on request with the Missouri Aviation Department for the official figures. I think this should be an incentive for UCM to behave reasonably toward the tenants in the meantime.

Please let me know when a good time would be to chat. I am officed downtown and would be happy to come over to the federal building as well.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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--

Holly Weiss
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Forwarded message -----

Date: Fri, Sep 27, 2024 at 4:09 PM
Subject: Re: Hangar Rate Increase
To: Christopher Holland <cholland@ucmo.edu>

Gotcha. Didn't realize that was in there.

So am I in violation for having maintenance done by an A&P or IA on the field or in the hangars now? Just trying to see if I have to take the planes elsewhere to be worked on or not.

Thanks Chris. Have a great weekend.

On Sep 27, 2024, at 14:38, Christopher Holland <cholland@ucmo.edu> wrote:

Good Afternoon, the section you are referring to regarding maintenance are the same terms as the 2019 license agreement you signed. Those terms have not changed in the new license agreement. I have attached a copy of what we have on file for Hangar C-30.

If you have any questions let me know or come by the office.

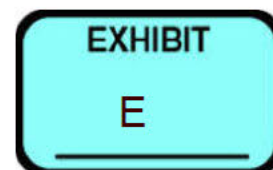
Thank You

Chris Holland

On Thu, Sep 26, 2024 at 3:58 PM [REDACTED] wrote:

Hey Chris. Sorry for the follow up. My email has been acting up. Just wanted to check and make sure you got my follow on question.

Thanks.



On Sep 25, 2024, at 15:20, [REDACTED] wrote:

Thanks for the clarifications.

As for the club not being considered commercial, that is great. Another thought occurred to me after reading that, what about maintenance the club has done on the planes at the airport. Having an A&P work on the planes at the airport seems commercial. Wouldn't that be considered commercial? Just curious because if I have to plan to go elsewhere since the school doesn't do outside maintenance any more that would affect operation of the club. Just curious. Thanks for the help.



On Sep 25, 2024, at 07:22, Christopher Holland <chholland@ucmo.edu> wrote:

Good Morning, please see below the answers to your questions regarding the hangar agreement:

1) attached is a current insurance policy for 41U. I thought that it would have to be changed to match the new hangar stuff but after showing the policy to the insurance company they said my current policy, they thought, meets the requirements. Can you confirm that it's good? Please don't share my policy with others. This is just for the purpose of you confirming it meets your needs or not.

The provided insurance documentation meets the requirements of the agreement

2) is the club considered a commercial entity? We are a 501 c7 non profit club so I'm hoping the official position of the airport and college is that we aren't a commercial entity and continue with the hangars as is.

The club is not considered a commercial entity.

3) I just noticed a statement I don't understand. Could you tell me what this means for the club or I? "it is understood and agreed that nothing herein contained shall be construed to Grant or authorize the granting of an exclusive right within the meaning of section 308 of the federal aviation act of 1958." sorry, I just don't understand this kind of stuff all that well.

Section 308 states that when federal funds are used for an air facility, there are no exclusive rights for its use. The agreement does not grant the authority to exclusive rights to the airport, for example one can not prohibit someone from driving in front of the hangar or using the runway.

I hope these responses have answered all of your questions. If you have any more questions please let me know and I would be happy to check into them.

Thank You

Chris Holland

--
Chris Holland
Airport Manager (Interim)
Department of Aviation
Skyhaven Airport



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NFPA 407: Standard for Aircraft Fuel Servicing, 2022 Edition - Chapter 4 General Requirements

4.1 Design and Construction.

4.1.1 General Requirements.

4.1.1.1

The requirements of Chapter 4 shall apply to all aviation fueling facilities, aircraft fueling vehicles, rooftop heliport fueling facilities, and self-service aviation fueling facilities.

4.1.1.2

Aviation fueling facilities shall also comply with the requirements of Chapter 5.

4.1.1.3

Aircraft fueling vehicles and carts shall also comply with the requirements of Chapter 6.

4.1.1.4

Rooftop heliport fueling facilities shall also comply with the requirements of Chapter 5 and Chapter 7.

4.1.1.5

Self-service aviation fueling facilities shall also comply with the requirements of Chapter 5 and Chapter 8.

4.1.2 Fuel Storage Tanks. (Reserved)

4.1.3 Fuel Dispensing Systems.

4.1.3.1

Any valve that controls the flow of fuel into or from an aircraft fuel servicing vehicle or cart, or into or from an aircraft shall have a deadman control(s).

4.1.3.2

The deadman flow control in the nozzle shall be permitted for overwing fueling.

4.1.3.3

Notches or latches in the handle of an overwing nozzle that could allow the valve to be locked open shall be prohibited.

4.1.3.4

Nozzles for pressure fuel servicing shall be designed to be attached securely to the aircraft adapter before the nozzle can be opened.

4.1.3.5

Disengaging the nozzle from the aircraft adapter shall not be possible until the nozzle is fully closed.

4.1.3.6

Fuel servicing pump mechanisms shall be designed and arranged so that failure or seizure does not cause rupture of the pump housing, of a tank, or of any component containing fuel.

4.1.3.7

Fuel pressure shall be controlled within the stress limits of the hose and plumbing by means of either an in-line pressure controller or, a system pressure relief valve, or other suitable means.

4.1.3.8

The working pressure of any system component shall equal or exceed any pressure to which it could be subjected.

4.1.4 * (np_a3e9486e-df34-11eb-b10c-2f98486c6cdc.html#ID004070001210) Fueling Hose.

4.1.4.1 Performance Requirements.

Hose and couplings shall comply with the requirements of EI 1529.

4.1.4.2 Fueling Hose Apparatus.

Nozzle receptacles and hose storage shall be arranged to avoid kinks and maintain the hose bend radius within the requirements of EI 1529 and EI 1540.

4.1.4.3 Additional Requirements.

4.1.4.3.1

Each coupled length of hose shall be tested at the same minimum proof pressure rating for that grade of hose as defined in EI 1529.

4.1.4.3.2

A test certificate shall be provided for each coupled length of hose and shall state the following:

- (1) Manufacturer's name of hose
- (2) Manufacturer's name of couplings
- (3) Hose type
- (4) Hose grade
- (5) Size and length of hose
- (6) Serial number or reference number of hose
- (7) Quarter and year of manufacture of hose
- (8) Model number of couplings
- (9) Sizes of coupling ferrules
- (10) Hydrostatic test pressures
- (11) Coupled length serial number
- (12) Identification of individual responsible for coupling the hose
- (13) Name and address of company responsible for coupling the hose
- (14) Date of certification

4.1.4.3.3

The coupling tests as specified in EI 1529 shall be performed for each hose grade, type, and manufacturer.

4.1.4.3.4

Each coupling of a coupled length of hose shall be permanently marked with a serial number corresponding to its hydrostatic test certificate.

4.1.4.3.5

The hose at the end of each coupling ferrule shall be permanently marked prior to hydrostatic testing to serve as a reference to determine whether a coupling has slipped during testing or while in service.

4.1.4.3.6 * (np_a3e63b2d-df34-11eb-b10c-2f98486c6cdc.html#ID004070001211)

Lengths of hose shall not be spliced together.

4.1.4.3.7 Hydrostatic Testing.

Hydrostatic testing shall be in accordance with ASTM D380.

4.1.4.3.7.1

Following a hydrostatic test, all the water shall be drained and the hose shall be dried internally.

4.1.4.3.7.2

Following a hydrostatic test, the open ends of the hose, including the threads of the couplings, shall be suitably covered to protect the threads and to prevent contamination.

4.1.4.3.7.3

A hose that is recoupled for any reason shall be hydrostatically tested and recertified to the same criteria as a newly coupled hose.

4.1.4.3.8

Hose shall be connected to rigid piping or coupled to a hose reel in a manner that prevents kinks or undue bending action or mechanical stress on the hose or hose couplings.

4.1.5 Electrostatic Hazards and Bonding.

4.1.5.1

A provision for bonding shall be incorporated in the design of fuel servicing vehicles or carts and airport fueling systems to prevent differences in electrostatic potential.

4.1.5.2

The maximum resistance between the bonding cable clip and the fueling system framework shall not exceed 25 ohms.

4.1.5.3

Bonding cables shall be constructed of conductive, durable, and flexible material.

4.1.5.4

Bonding connections shall be electrically and mechanically firm.

4.1.5.5

Jacks, plugs, clamps, and connecting points shall be clean, unpainted metal to provide a positive electrical connection.

4.1.5.6

EI 1529 Type C hose (semiconductive) shall be used to prevent electrostatic discharges but shall not be used to accomplish required bonding.

4.1.5.7

EI 1529 Type A hose that does not have a semiconductive cover shall not be used.

4.1.5.8

EI 1529 Type F hose (hard wall) and EI 1529 Type CT hose (cold temperature) shall be permitted because they have semiconductive covers.

4.1.5.9 * (np_a3e2dfcc-df34-11eb-b10c-2f98486c6cdc.html#ID004070001212)

The design of airport fueling systems shall incorporate the provision of a 30-second relaxation period following the filter separator, monitors, or other filtration devices discharging into tanks.

4.1.5.9.1

The relaxation period required by 4.1.5.9 (np_7ceb97e6-df34-11eb-b10c-2f98486c6cdc.html#ID004070000631) shall not apply to the actual refueling of an aircraft.

4.1.5.9.2

The relaxation period required by 4.1.5.9 (np_7ceb97e6-df34-11eb-b10c-2f98486c6cdc.html#ID004070000631) shall not apply to fuels with static dissipater additives.

4.1.6 Electrical Systems. (Reserved)

4.1.7 Control of Fuel Flow. (Reserved)

4.1.8 Filters and Ancillary Equipment.

4.1.8.1

Filter vessels used in aviation fuel service shall have a functional automatic air vent (AAV) or automatic air eliminator (AAE).

4.1.8.2

The AAV or AAE shall discharge to a closed system.

4.1.9 Emergency Fuel Shutoff Systems. (Reserved)

4.1.10 Fire Extinguishers.

4.1.10.1 * (np_a3dfd28b-df34-11eb-b10c-2f98486c6cdc.html#ID004070001213)

During fueling operations, fire extinguishers shall be available on aircraft servicing ramps or aprons, in accordance with NFPA 410 (410).

4.1.10.2

All fire extinguishers shall conform to the requirements of NFPA 10 (10).

4.1.10.3 * (np_a3dd136a-df34-11eb-b10c-2f98486c6cdc.html#ID004070001214)

ABC multipurpose dry chemical fire extinguishers (ammonium phosphate) shall not be placed on aircraft fueling vehicles, airport fuel servicing ramps or aprons, or at airport fuel facilities that are located within 150 m (500 ft) of aircraft operating areas.

4.1.11 Marking and Labeling.**4.1.11.1**

Each emergency fuel shutoff station location shall be placarded EMERGENCY FUEL SHUTOFF in letters at least 50 mm (2 in.) high.

4.1.11.2

The method of operation shall be indicated by an arrow or by the word PUSH or PULL, as appropriate.

4.1.11.3

Any action necessary to gain access to the shutoff device (e.g., BREAK GLASS) shall be shown clearly.

4.1.11.4

Lettering shall be of a color contrasting sharply with the placard background for visibility.

4.1.11.5

Placards shall be weather resistant.

4.1.12 Aircraft Fueling Ramps.**4.1.12.1 Aircraft Radar Equipment.****4.1.12.1.1**

Surveillance radar equipment in aircraft shall not be operated within 90 m (300 ft) of any fueling, servicing, or other operation in which flammable liquids, vapors, or mist could be present.

4.1.12.1.2

Weather-mapping radar equipment in aircraft shall not be operated while the aircraft in which it is mounted is undergoing fuel servicing.

4.1.12.2 * (np_a3da2d39-df34-11eb-b10c-2f98486c6cdc.html#ID004070001215) Ground Radar Equipment.**4.1.12.2.1**

Antennas of airport flight traffic surveillance radar equipment shall be located so that the beam will not be directed toward any fuel storage or loading racks within 90 m (300 ft).

4.1.12.2.2

Aircraft fuel servicing shall not be conducted within the 90 m (300 ft) distance established by 4.1.12.2.1 (np_7c62dfce-df34-11eb-b10c-2f98486c6cdc.html#ID004070000655).

4.1.12.2.3

Antennas of airport ground traffic surveillance radar equipment shall be located so that the beam will not be directed toward any fuel storage or loading racks within 30 m (100 ft).

4.1.12.2.4

Aircraft fuel servicing or any other operations involving flammable liquids or vapors shall not be conducted within 30 m (100 ft) of antennas of airport ground traffic surveillance radar equipment.

4.1.12.3 Emergency Fire Equipment Accessibility.

Accessibility to aircraft by emergency fire equipment shall be considered in establishing aircraft fuel servicing positions.

4.1.12.4 Ramp and Apron Drainage.

Aircraft servicing ramps or aprons shall be sloped and drained in accordance with NFPA 415 (415).

4.1.12.4.1

The ramp or apron shall slope away from the rim or edge of fueling hydrants or fueling pits to prevent flooding.

4.1.12.4.2

Fueling hydrant boxes or fueling pits that are connected to a ramp drainage system shall be fitted with vapor-sealing traps.

4.2 Operations.

4.2.1 Security. (Reserved)

4.2.2 Training.

4.2.2.1 * (np_a3d683b8-df34-11eb-b10c-2f98486c6cdc.html#ID004070001216)

Only personnel trained in the safe operation of the equipment and the fuels they use, the operation of emergency controls, and the procedures to be followed in an emergency shall be permitted to handle fuel.

4.2.2.2 * (np_a3d37677-df34-11eb-b10c-2f98486c6cdc.html#ID004070001217)

Fuel servicing personnel shall be trained in the use of the available fire-extinguishing equipment they could be expected to use.

4.2.3 * (np_a3d04226-df34-11eb-b10c-2f98486c6cdc.html#ID004070001218) Prevention and Control of Spills.

4.2.3.1

Following fueling of an aircraft or fuel servicing vehicle, all hoses shall be removed, including those from hydrant systems if applicable.

4.2.3.2

All hoses shall also be properly stowed.

4.2.3.3

Fuel nozzles shall not be dragged along the ground.

4.2.3.4

Approved pumps, either hand operated or power operated, shall be used where aircraft are fueled from drums.

4.2.3.4.1

Pouring or gravity flow shall not be permitted from a container with a capacity of more than 19 L (5 gal).

4.2.3.5 Fuel Spill Procedures.

4.2.3.5.1

Where a spill is observed, the fuel servicing shall be stopped immediately by release of the deadman controls.

4.2.3.5.2

In the event that a spill continues, the equipment emergency fuel shutoff shall be actuated.

4.2.3.5.3

In the event that a spill continues from a hydrant system, the system emergency fuel shutoff shall be actuated.

4.2.3.5.4

The supervisor shall be notified immediately.

4.2.3.5.5

Cleaning operations shall be performed by personnel trained in accordance with 4.2.2.1 (np_7c08ff3-df34-11eb-b10c-2f98486c6cdc.html#ID004070000665).

4.2.3.5.6

Operation shall not be resumed until the spill has been cleared and conditions are determined to be safe.

4.2.3.5.7

The airport fire crew, if established, or the local fire department serving the airport shall be notified if a spill covers over 3 m (10 ft) in any direction or is over 5 m² (50 ft²) in area, continues to flow, or is otherwise a hazard to persons or property.

4.2.3.5.8

The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.

4.2.3.5.9

Corrective measures identified by the spill investigation shall be implemented as required by the authority having jurisdiction.

4.2.3.6

Transferring fuel by pumping from one tank vehicle to another tank vehicle shall not be permitted except under emergency maintenance conditions.

4.2.3.7

Not more than one tank vehicle shall be permitted to be connected to the same aircraft fueling manifold, unless means are provided to prevent fuel from flowing back into a tank vehicle due to a difference in pumping pressure.

4.2.4 Emergency Fuel Shutoff.

4.2.4.1

Emergency fuel shutoff control stations shall be accessible at all times.

4.2.4.2

A procedure shall be established to notify the fire department serving the airport in the event of a control station activation.

4.2.4.3

If the fuel flow stops for an unknown reason, the emergency fuel shutoff system shall be checked first.

4.2.4.4

The cause of the shutoff shall be identified and corrected before fuel flow is resumed.

4.2.4.5

Emergency fuel shutoff systems shall be operationally checked at intervals not exceeding 6 months.

4.2.4.6

Each individual device shall be checked at least once during every 12-month period.

4.2.4.7

Suitable records shall be kept of tests required by this section.

4.2.5 * (np_a3cbae45-df34-11eb-b10c-2f98486c6cdc.html#ID004070001219) Bonding.

4.2.5.1

Prior to making any fueling connection to an aircraft or fuel servicing vehicle, the fueling equipment shall be bonded to the aircraft or fuel servicing vehicle by use of a cable, thus providing a conductive path to equalize the potential between the fueling equipment and the aircraft.

4.2.5.1.1

The electrical bond shall be maintained until fueling connections have been removed, thus allowing separated charges that could be generated during the fueling operation to reunite.

4.2.5.1.2

Grounding for the sole purpose of aircraft fueling shall not be permitted.

4.2.5.2 Bonding for Overwing Fueling.

In addition to the requirements in 4.2.5.1 (np_7b551926-df34-11eb-b10c-2f98486c6cdc.html#ID004070000694), where fueling overwing, the nozzle shall be bonded to a metallic component of the aircraft that is metallicity connected to the tank filler port.

4.2.5.2.1

The bond connection shall be made before the filler cap is removed.

4.2.5.2.2

If a nozzle bond cable and plug receptacle or means for attaching a clip is available, the operator shall attach the nozzle bond cable before removing the cap in order to equalize the potential between the nozzle and the filler port.

4.2.5.2.3

If no plug receptacle or means for attaching a clip is available, the operator shall touch the filler cap with the nozzle spout before removing the cap in order to equalize the potential between the nozzle and the filler port.

4.2.5.2.4

The nozzle spout shall be kept in contact with the filler neck until the fueling is completed.

4.2.5.3

Where a funnel is used in aircraft fueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening.

4.2.5.3.1 * (np_a3c879f4-df34-11eb-b10c-2f98486c6cdc.html#ID004070001220)

Only metal funnels shall be used.

4.2.5.4

Where a hydrant servicer or cart is used for fueling, the hydrant coupler shall be connected to the hydrant system prior to bonding the fuel equipment to the aircraft.

4.2.5.5

Bonding and fueling connections shall be disconnected in the reverse order of connection.

4.2.5.6

Conductive hose shall be used to prevent electrostatic discharge but shall not be used to accomplish required bonding.

4.2.6 Control of Fuel Flow.

4.2.6.1

Fuel flow shall be controlled by use of a deadman control device.

4.2.6.2

The use of any means that defeats the deadman control shall be prohibited.

4.2.7 Fire Protection.

4.2.7.1 * (np_a3c5bad3-df34-11eb-b10c-2f98486c6cdc.html#ID004070001221)

During fueling operations, fire extinguishers shall be available on aircraft servicing ramps or aprons, in accordance with NFPA 410 (410).

4.2.7.2 * (np_a3c2fbb2-df34-11eb-b10c-2f98486c6cdc.html#ID004070001222)

Extinguishers shall be kept clear of elements such as ice and snow.

4.2.7.3

Extinguishers located in enclosed compartments shall be readily accessible, and their location shall be marked clearly in letters at least 50 mm (2 in.) high.

4.2.7.4

Fuel servicing personnel shall be trained in the use of the available fire-extinguishing equipment they could be expected to use. (See A.4.2.2.2 (np_a3d37677-df34-11eb-b10c-2f98486c6cdc.html#ID004070001217).)

4.2.8 Maintenance.

4.2.8.1

Fuel servicing equipment shall be maintained in safe operating condition.

4.2.8.2

Malfunctioning equipment shall be removed from service.

4.2.8.3

Where a valve or electrical device is used for isolation during maintenance or modification of a fuel system, it shall be tagged and locked out.

4.2.8.4

The tag/lock shall not be removed until the operation is completed.

4.2.8.5

All inspection and maintenance activities shall be recorded.

4.2.8.6

Inspection and maintenance records shall be retained for a minimum of 12 months.

4.2.9 * (np_a3bf2b21-df34-11eb-b10c-2f98486c6cdc.html#ID004070001223) Aircraft Fueling Hose.

Any hose found to be defective, in accordance with 4.2.9.1 (np_7a97e389-df34-11eb-b10c-2f98486c6cdc.html#ID004070000723) through 4.2.9.4 (np_7a898ba6-df34-11eb-b10c-2f98486c6cdc.html#ID004070000726), shall be removed from service.

4.2.9.1

Suitable records shall be kept of required inspections and hydrostatic tests.

4.2.9.2

Aircraft fueling hose shall be removed from service after 10 years from the date of manufacture.

4.2.9.3

Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.

4.2.9.4 Daily Inspection.

Aircraft fueling hose shall be inspected before use each day.

4.2.9.4.1

The hose shall be extended as it normally would be for fueling.

4.2.9.4.2

The hose shall be checked for evidence of any of the following defects:

- (1) Blistering
- (2) Carcass saturation or separation
- (3) Exposure of the reinforcement material
- (4) Slippage, misalignment, or leaks at couplings

4.2.9.5 Monthly Inspection.

At least once each month the hose shall be completely extended and inspected as required in 4.2.9.4 (np_7a898ba6-df34-11eb-b10c-2f98486c6cdc.html#ID004070000726) and 4.2.9.5 (np_7a7d2f93-df34-11eb-b10c-2f98486c6cdc.html#ID004070000729).

4.2.9.5.1 * (np_a3bb337f-df34-11eb-b10c-2f98486c6cdc.html#ID004070001224)

The hose couplings and the hose shall be examined for structural weakness or soft spots.

4.2.9.5.2

With the hose completely extended, it shall be pressurized to the working pressure of the fueling equipment to which it is attached and checked for defects, such as abnormal twisting or blistering.

4.2.9.6 Quarterly Inspection.

4.2.9.6.1

The nozzle screens shall be examined for evidence of hose deterioration.

4.2.9.7

Kinks or short loops in fueling hose shall be avoided.

4.2.10 * (np_a3b789fe-df34-11eb-b10c-2f98486c6cdc.html#ID004070001225) Lightning.

A written procedure shall be established to set the criteria for when and where fueling operations are to be suspended at each airport as approved by the fueling agent and the airport authority.

4.2.11 Aircraft Fuel Servicing.

4.2.11.1 Location of Aircraft During Fuel Servicing.

4.2.11.1.1

Aircraft fuel servicing shall be performed outdoors.

4.2.11.1.2

Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of NFPA 410 (410).

4.2.11.1.3 * (np_a3b47cbb-df34-11eb-b10c-2f98486c6cdc.html#ID004070001226)

Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 7.6 m (25 ft) to any terminal building, hangar, service building, or enclosed passenger concourse other than a loading walkway.

4.2.11.1.4

Aircraft being fueled shall be positioned so that the vent or tank openings are not closer than 15 m (50 ft) of any combustion and ventilation air intake to any boiler, heater, or incinerator room.

4.2.11.1.5

Accessibility to aircraft by emergency fire equipment shall be maintained for aircraft fuel servicing positions.

4.2.11.2 Aircraft Occupancy During Fuel Servicing.

4.2.11.2.1

If passengers remain on board an aircraft during fuel servicing, at least one qualified person trained in emergency evacuation procedures shall be in the aircraft at or near a door at which there is a passenger loading walkway, integral stairs that lead downward or a passenger loading stair or stand.

4.2.11.2.1.1

A clear area for emergency evacuation of the aircraft shall be maintained at not less than one additional exit.

4.2.11.2.1.2

Where fueling operations take place with passengers on board away from the terminal building, and stairways are not provided, such as during inclement weather (diversions), all slides shall be armed and the aircraft rescue and fire fighting (ARFF) services shall be notified to respond in standby position in the vicinity of the fueling activity with at least one vehicle.

4.2.11.2.1.3

Aircraft operators shall establish specific procedures covering emergency evacuation under such conditions for each type of aircraft they operate.

4.2.11.2.1.4

All NO SMOKING signs shall be displayed in the cabin(s), and the no smoking rule shall be enforced.

4.2.11.2.2

For each aircraft type, aircraft operators shall determine the areas through which it could be hazardous for boarding or deplaning passengers to pass while the aircraft is being fueled.

4.2.11.2.2.1

Controls shall be established so that passengers avoid such areas.

4.2.12 Fire Hazards on Aircraft Fuel Servicing Ramps.**4.2.12.1 * (np_a3b0fa4a-df34-11eb-b10c-2f98486c6cdc.html#ID004070001227) Electrical Equipment Operated on Aircraft Fuel Servicing Ramps or Aprons.****4.2.12.1.1**

Battery chargers on any fueling equipment shall not be connected or disconnected while fuel servicing is performed on an aircraft.

4.2.12.1.2 * (np_a3ab54f9-df34-11eb-b10c-2f98486c6cdc.html#ID004070001228)

Aircraft ground-power generators or other electrical ground-power supplies shall not be connected or disconnected while fuel servicing is performed on the aircraft.

4.2.12.1.3

Electric tools or similar tools likely to produce sparks or arcs shall not be used while fuel servicing is performed on an aircraft.

4.2.12.1.4

Other than aircraft fuel servicing vehicles, battery-powered vehicles, including battery-powered aircraft, that do not comply with the provisions of this standard shall not be operated within 3 m (10 ft) of fueling equipment or spills.

4.2.12.1.5 * (np_a3a56188-df34-11eb-b10c-2f98486c6cdc.html#ID004070001229)

Communication equipment located outside of the cab of fuel servicing vehicles and used during aircraft fuel servicing operations within 3 m (10 ft) of the fill or vent points of aircraft fuel systems shall be listed as intrinsically safe for Class I, Division 1, Group D hazardous (classified) locations in accordance with UL 913.

4.2.12.2 Open Flames on Aircraft Fuel Servicing Ramps.**4.2.12.2.1**

Entrances to fueling areas shall be posted with NO SMOKING signs.

4.2.12.2.2

Open flames on aircraft fuel servicing ramps or aprons within 15 m (50 ft) of any aircraft fuel servicing operation or fueling equipment shall be prohibited.

4.2.12.2.3

The category of open flames and lighted open-flame devices shall include, but shall not be limited to, the following:

- (1) Lighted cigarettes, cigars, or pipes
- (2) Electronic cigarettes (e.g., personal vaporizers or electronic nicotine delivery systems)
- (3) Exposed flame heaters, liquid, solid, or gaseous devices, including portable and wheeled gasoline or kerosene heaters
- (4) Heat-producing welding or cutting devices and blowtorches
- (5) Flare pots or other open-flame lights

4.2.12.2.4

The authority having jurisdiction can establish other locations where open flames and open-flame devices shall not be permitted.

4.2.12.2.5

Personnel shall not carry lighters, matches, or electronic cigarettes on their person while engaged in fuel servicing operations.

4.2.12.2.6

Lighters, matches, or electronic cigarettes shall not be permitted on or in fueling equipment.

4.2.12.2.7

Equipment performing aircraft servicing functions shall not be positioned within a 3 m (10 ft) radius of aircraft fuel system vent openings.

4.2.12.3 Operation of Aircraft Engines and Heaters.

4.2.12.3.1

Fuel servicing shall not be performed on a fixed wing aircraft while an onboard engine is operating, except as permitted by 4.2.12.3.2 (np_799df2fc-df34-11eb-b10c-2f98486c6cdc.html#ID004070000768) or 4.2.14 (np_7975f897-df34-11eb-b10c-2f98486c6cdc.html#ID004070000773).

4.2.12.3.2

Aircraft auxiliary power units (APUs) that direct exhaust away from the fueling operation shall be permitted to operate during fuel servicing.

4.2.12.3.3

Combustion heaters on aircraft (e.g., wing and tail surface heaters, integral cabin heaters) shall not be operated during fueling operations.

4.2.13 Defueling of Aircraft.**4.2.13.1**

All requirements of this standard shall apply to defueling operations.

4.2.13.2

Each operator shall establish procedures to prevent the overfilling of the tank vehicle, which is a special hazard when defueling.

4.2.14 Rapid Refueling.**4.2.14.1**

Rapid refueling of aircraft shall be limited to the following aircraft types:

- (1) Helicopters
- (2) Agricultural aircraft actively engaged in aerial application duties
- (3) Medical aircraft actively engaged in the transport of medical patients
- (4) Firefighting and search-and-rescue aircraft actively engaged in emergency operations
- (5) Military aircraft actively engaged in training or military operations

4.2.14.2

Only turbine engine aircraft fueled with JET A or JET A-1 fuels shall be permitted to be fueled while an onboard engine is operating.

4.2.14.3

Aircraft permitted to be fueled while an onboard engine is operating shall have all sources of ignition of potential fuel spills located above the fuel inlet port(s) and above the vents or tank openings, including but not limited to the following:

- (1) Engines
- (2) Exhausts
- (3) Auxiliary power units (APUs)
- (4) Combustion-type cabin heater

4.2.14.4

Aircraft fueling while onboard engines are operating shall be permitted only under the following conditions:

- (1) A pilot licensed by the appropriate governmental body shall be at the aircraft controls during the entire fueling operation.
- (2) All passengers shall be deboarded to a safe location prior to rapid refueling operations, except as permitted in 4.2.14.4(3) (np_7968d933-df34-11eb-b10c-2f98486c6cdc.html#ID004070000777).
- (3) Patients on board medical transport aircraft shall be permitted to remain on board the aircraft with medical personnel during rapid refueling operations if, in the opinion of the medical provider, removal from the aircraft would be detrimental to the patient's condition.
- (4) Passengers shall not board or deboard during rapid refueling operations.
- (5) Only designated personnel, properly trained in rapid refueling operations, shall operate the equipment. Written procedures shall include the safe handling of the fuel and equipment.
- (6) All doors, windows, and access points allowing entry to the interior of the aircraft that are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during refueling operations.
- (7) Fuel shall be permitted to be dispensed by one of the following methods:

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- (a) Into an open port from approved deadman-type nozzles with a flow rate not to exceed 227 L/min (60 gpm)

(b) Through close-coupled pressure fueling ports

(8) Where fuel is dispensed from fixed piping systems, the hose cabinet shall not extend into the rotor space.

(9) Clearance between aircraft fuel servicing vehicles and rotating components shall be maintained by one of the following methods:

(a) A curb or other approved barrier shall be provided to restrict the fuel servicing vehicle from coming within 3 m (10 ft) of any aircraft rotating components.

(b) Fuel servicing vehicles shall be kept 6 m (20 ft) away from any aircraft rotating components, and a trained person shall direct fuel servicing vehicle approach and departure.

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AIRPORT ~~BUILDING~~HANGAR LICENSE AGREEMENT

THIS LICENSE, made this ____ day of _____, 20 ____, by and between the University of Central Missouri, (the UNIVERSITY), and _____, an Individual residing at _____ in the State of Missouri (the LICENSEE);

WITNESSETH:

ARTICLE 1 PREMISES

That the said UNIVERSITY, for and in consideration of the payment of the license fee, and other considerations herein, and the performance by the LICENSEE of the covenants and agreements as hereinafter set forth, does hereby license unto the LICENSEE, and the LICENSEE does hereby accept from UNIVERSITY, the ~~entire premises and structures situated at~~ _____, enclosed hangar space at hangar No _____ (the "Premises") as is and after inspection by LICENSEE, for the purpose of storing/parking the following aircraft (the "Aircraft").

Aircraft Make _____
Aircraft Model _____
Aircraft Year _____
Aircraft Registration Number _____
Aircraft Serial Number _____
Aircraft Registered Owner(s) _____
Aircraft Owner Address & Phone Number (if different from Lessee) _____
Distinguishing Aircraft Markings _____
Quantity and ID of Airport Access Keys _____
Valid Registration Certificate _____

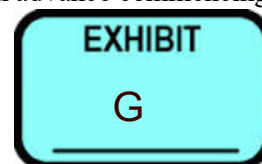
LICENSEE acknowledges the premises are co-located within an airport and LICENSEE may be required to cooperate in emergency preparedness, security or airport emergency planning.

ARTICLE 2 TERM OF LICENSE

The term of this License Agreement is for a period of one (1) month commencing on _____, 20 ____. Commencement date is considered to be the first day of each month, and payments, as set forth below, will not be pro-rated for partial months. This License Agreement will automatically renew on a month-to-month basis upon completion of the initial month unless sooner terminated in accordance with the terms of this License Agreement. Either party may terminate this License Agreement upon thirty (30) days prior written notice.

ARTICLE 3 MINIMUM LICENSE FEE & DEFAULT

The LICENSEE hereby covenants and agrees to pay to UNIVERSITY as a minimum license fee for the Premises, the sum of _____ dollars per month, payable in advance commencing on the



date as listed above. A security deposit equal to one month's license fee must be paid upon execution of this License Agreement. Except as otherwise set forth, this deposit will be refunded upon termination of the License Agreement.

All license fee payments and deposits are to be made payable to The University of Central Missouri and sent to UCM, Skyhaven Airport, 281 NW 50 Hwy., Warrensburg, MO 64093. An additional fee for returned checks in the amount of twenty-five dollars and no cents (\$25.00) will be assessed for any payment not honored by the issuing financial institution.

License fee payments not received in full by the tenth (10th) of the month will be subject to a late fee of ten percent (10%) of the unpaid fee. If the license fee is delinquent by thirty (30) days or more, the LICENSEE will be in default, and this License Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this License Agreement is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then LICENSEE shall pay UNIVERSITY all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

Upon termination, the UNIVERSITY may apply the security deposit, and any interest accrued thereon to any or all damages sustained and any license fee amount past due. At any time after termination due to default, UNIVERSITY may resume possession of the Premises by any lawful means. Termination by LICENSEE without the required thirty (30) day notice will result in forfeiture of the LICENSEE's security deposit.

ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said ~~premises~~Premises in a careful, safe and proper manner and will not permit waste therein. The LICENSEE agrees not to deposit, discharge, or release waste, fuel, oil or other petroleum products or fractions at the Max B. Swisher Skyhaven Airport (the "Airport") or on the Premises and not to use the Premises for any unlawful purpose, or for any purpose that may constitute a nuisance.

Storage of lockboxes, other storage bins, units, crates, boxes, tools, parts, and other articles necessary for Lessee's maintenance of the aircraft may be stored on the Premises. Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time. Self fueling is not allowed on the Premises. For safety reasons, the LICENSEE is not allowed to fuel its own aircraft within the Premises but it is permissible outdoors at other appropriate locations on the Airport.

The LICENSEE covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in a manner so as to increase the cost of hazard insurance to the UNIVERSITY over and above the normal cost of such insurance for the type and location of the buildings of which the premises are a part.

The LICENSEE covenants and agrees not to use said ~~premises~~Premises for commercial aviation activity or any part of said ~~premises~~Premises for commercial aircraft maintenance, for third parties. This includes the operation of commercial businesses within the Premises. This clause in no way prohibits LICENSEE from using the airport for commercial aviation, but rather restricts it only within the Premises unless otherwise allowed by separate agreement between UNIVERSITY and LICENSEE. LICENSEE

will be permitted to conduct minor maintenance on LICENSEE'S aircraft within the Premises as would normally be performed by an aircraft owner without the benefit of ~~an~~ a third-party aircraft mechanic. Repairs requiring the service of a third-party aircraft mechanic may be performed at the Airport and in designated locations. If the services must be performed inside the Premises, the LICENSEE may do so with a separate agreement between UNIVERSITY and LICENSEE.

Except as otherwise provided herein, LICENSEE shall only use the Premises for the storage of the aircraft in the area designated in this License Agreement and shall not take or use any other area at the Airport that is not part of the Premises, unless the LICENSEE has an additional agreement with UNIVERSITY.

ARTICLE 5 MAINTENANCE

LICENSEE and UNIVERSITY shall be responsible for maintenance and repairs to the Premises as set forth below:

- A. LICENSEE shall be responsible to cover the cost of any repairs necessitated by the negligence or willful misconduct of the LICENSEE, its agents, employees, or guests. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to immediately remit payment.
- B. General maintenance and repair of the Premises, not caused by negligence or willful misconduct of the LICENSEE, its agents, employees, or guests, will be the responsibility of UNIVERSITY.
- C. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises untenable for a period of seven (7) days or more, UNIVERSITY shall make reasonable efforts to provide LICENSEE with space in an unoccupied area of the Premises or a tie down space. Alternatively, the LICENSEE shall have the option to terminate this License Agreement by notifying the UNIVERSITY in writing of this election, provided all fees have been paid in full.
- D. If maintenance or repairs are the responsibility of the LICENSEE, fees shall not be abated during the period of maintenance or repairs.

ARTICLE 6 ALTERATIONS

The LICENSEE shall be authorized and permitted to make alterations, improvements, and additions to the Premises or any part thereof deemed necessary by the LICENSEE. However, all alterations, improvements, and additions must be approved in advance by UNIVERSITY. Approval will be granted in good faith and not unreasonably withheld.

All alterations, improvements, and additions to said Premises shall be made in accordance with all applicable laws, shall be approved by the University Director of Capital Projects or designee and shall at once when made or installed be deemed to have attached to the Premises and to have become the property of UNIVERSITY and shall remain for the benefit of UNIVERSITY at the end of the term or other expiration of this License in as good order and condition as they were when installed, reasonable wear and tear expected; provided, however, if prior to termination of this License, or within thirty (30) days thereafter, UNIVERSITY so directs by written notice to the LICENSEE, the LICENSEE shall

promptly remove the additions, improvements, fixtures and installations which were placed in the Premises by the LICENSEE and which are designated in said notice and repair any damage occasioned by such removal and in default thereof, UNIVERSITY may effect said removals and repairs at the LICENSEE'S expense.

The LICENSEE shall not have the right to demolish or raze any buildings or other improvements unless specifically authorized in writing by the UNIVERSITY.

ARTICLE 7 DESTRUCTION BY FIRE OR OTHER CASUALTY

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, or by any other cause, the LICENSEE shall, as soon as reasonably practicable following the date of loss, repair restore the Premises to substantially that condition existing prior to the date of loss.

License fee paid pursuant to this License shall not be reduced or abated because of any such damage or destruction or the fact that the Premises may not be fully usable by the LICENSEE from the date of such damage or destruction until the time when such repair and restoration work has been completed.

ARTICLE 8 ACCESS TO PREMISES

The LICENSEE covenants and agrees to permit UNIVERSITY or UNIVERSITY'S agents to inspect or examine the Premises at any reasonable time, and to permit UNIVERSITY to make such repairs, decorations, alterations, improvements or additions in the Premises or to the building of which the Premises is a part, that UNIVERSITY may deem desirable or necessary for its preservation or which the LICENSEE has not covenanted herein to do or has failed to do, without the same being construed as an eviction of the LICENSEE in whole or in part and the license fee shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of the LICENSEE because of the prosecution of such work.

ARTICLE 9 SURRENDER OF PREMISES

The LICENSEE covenants and agrees to deliver up and surrender to the UNIVERSITY possession of the Premises upon expiration of this License, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this License, or may have been put by either party hereto during the continuance thereof, ordinary wear and tear and damage by the elements expected, it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this License.

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements as to which UNIVERSITY shall have made the election provided for in Article 5 hereof, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed shall be deemed to have been abandoned by the LICENSEE and may be retained and disposed of by UNIVERSITY as UNIVERSITY shall desire. The LICENSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this License.

ARTICLE 10
INDEMNITY AND INSURANCE BY THE LICENSEE

The LICENSEE covenants and agrees that it will protect and save and keep the UNIVERSITY forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of the LICENSEE, and that the LICENSEE will at times protect, indemnify and save and keep harmless the UNIVERSITY against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, and will protect, indemnify, save and keep harmless the UNIVERSITY against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the LICENSEE in any respect to comply with and perform all the requirements and provisions of this License.

The LICENSEE shall provide and maintain insurance of the type and the limits as set forth below. Such insurance shall be from an A rated insurance company licensed to do business in Missouri. The LICENSEE shall purchase and maintain the following insurance coverages and provide to UNIVERSITY Certificates of Insurance, naming the UNIVERSITY as an additional insured, together with copies of such policies, during the life of this Agreement:

General Liability: Insurance is to be set at minimum limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. Additional coverage shall include:

Property Damage	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000
Bodily Injury	\$1,000,000/\$2,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

To the extent allowed by law, such policies must contain a waiver of any right of subrogation of the insureds thereunder against UNIVERSITY and all their assigns, affiliates, employers, employees, insurers and underwriters. With respect to the above coverage, the coverage shall be provided on an occurrence basis.

All policies of insurance provided pursuant to this Agreement shall be written as primary policies, and any insurance maintained by UNIVERSITY is non-contributing and not in excess of the primary coverage.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

The LICENSEE may not assign or sublet any part of the Premises, or permit any other persons to occupy same without the written consent of the UNIVERSITY. Any such assignment or subletting, if consent by UNIVERSITY is given, shall not relieve the LICENSEE from liability for payment of license fee or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this License. The acceptance of license fee from any other person shall not be deemed to be a waiver of any of the provisions of this License.

ARTICLE 12
SUBORDINATION

The UNIVERSITY reserves the right and privilege to subject and subordinate this License to all mortgages, which may now or hereafter affect the Premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. The LICENSEE covenants and agrees to execute promptly any certificate that UNIVERSITY may request in confirmation of such subordination and the LICENSEE hereby constitutes and appoints UNIVERSITY as the LICENSEE'S attorney-in-fact to execute any such certificates for or on behalf of the LICENSEE

ARTICLE 13 NOTICES

Any statement, notice, or communication which UNIVERSITY or the LICENSEE may desire, or be required, to give to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified below, or to such other address as either party shall have designated to the other by like notice, and the time of rendition of such shall be when same is deposited in an official United States Post Office, postage prepaid.

IF TO UNIVERSITY:

UCM
Skyhaven Airport
281 NW 50 Hwy.
Warrensburg, MO 64093

IF TO LICENSEE:

ARTICLE 14 AERONAUTICAL AND AIRPORT PROVISIONS

LICENSEE shall have the privilege, during the term of this License, to use the UNIVERSITY airport field and airport runways to the extent reasonably necessary at the above Premises, but shall not use the airport field and runways in such a way that will interfere with the use made of said field by commercial aircraft or other aircraft. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport, as it seems fit regardless of the desires or view of LICENSEE and without interference or hindrance to the developments or improvements from LICENSEE.

In the event that the UNIVERSITY shall desire to improve its Airport and in so doing it shall be necessary to remove or demolish the hangars, buildings, or any part of them herein Licensed, it shall have the right to do so, upon the giving to LICENSEE at least three (3) months written notice in advance of the termination of said License. In the event any part or all of the Premises herein Licensed are taken by any governmental agency for condemnation or otherwise, this License shall be subject to cancellation on ninety (90) days written notice, and the LICENSEE shall not be entitled to participate in the proceeds of any condemnation award by virtue of this License.

The UNIVERSITY reserves the right, but shall not be obligated to LICENSEE to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LICENSEE in this regard. The LICENSEE is hereby

authorized in the event of any aircraft being disabled on any of the runways or taxiways to remove said aircraft with the direction and supervision of UNIVERSITY and/or FAA personnel.

The UNIVERSITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LICENSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the UNIVERSITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

During the time of war or national emergency, UNIVERSITY shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

This License shall be subordinate to the provisions of any existing or future agreement between the UNIVERSITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

The UNIVERSITY reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or view of LICENSEE and without interference or hindrance.

There is hereby reserved to the UNIVERSITY, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

It is understood and agreed that the privileges granted by this License will not be exercised in such a way as to interfere with or adversely affect the use, operation or development of the Max B. Swisher Skyhaven Airport as determined by the UNIVERSITY.

In the event facilities are constructed, maintained, or otherwise operated on the property described in this License, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination if Federally Assisted Programs of the Department of Transportation, and as said Regulations now exist or as they may from time-to-time be amended.

ARTICLE 15 PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the UNIVERSITY and the LICENSEE. Each term and each provision of this License to be performed by the LICENSEE shall be construed to be both a covenant and condition.

ARTICLE 16

ENTIRE AGREEMENT

The provisions hereof express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth herein shall be binding upon or inure to the benefit of either party hereto.

IN WITNESS WHEREOF, the UNIVERSITY and the LICENSEE have caused this License to be signed upon the day and year first above written.

Signed and acknowledged
In the presence of:

LICENSEE

(Name)

Date

STATE OF MISSOURI)

COUNTY OF JOHNSON)

Before me, the undersigned Notary Public in and for said county and state, this day personally appeared _____, personally known to me to be the person who executed the foregoing instrument, acknowledged reading in full and fully understanding the foregoing license, who acknowledged the execution of this license as a voluntary act.

Witness my hand and seal this ____ day of _____, ____.

Notary Public

My Commission Expires: _____



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Holly Weiss** <hweiss@ucmo.edu>
Date: Tue, Oct 15, 2024 at 2:08 PM
Subject: Skyhaven Airport Hangar License Agreement
To: [REDACTED] >

Dear [REDACTED] our office has received the letter you provided to the Skyhaven Airport staff declining to sign the Hangar License Agreement. Would you please provide me with specific assurances you are concerned the license agreement does not meet?

Sincerely,
Holly

--
Holly Weiss
Assistant General Counsel & Policy Director
University of Central Missouri
P.O. Box 800
Administration Building Room 208
Warrensburg, MO 64093
Phone: 660.543.4730
hweiss@ucmo.edu

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--
Holly Weiss
Assistant General Counsel & Policy Director
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Administration Building Room 208
Warrensburg, MO 64093
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: Holly Weiss <hweiss@ucmo.edu>

Date: Tue, Oct 15, 2024 at 2:09 PM

Subject: Skyhaven Airport Hangar License Agreement

To: [REDACTED]

Dear [REDACTED] our office has received the letter you provided to the Skyhaven Airport staff declining to sign the Hangar License Agreement. Would you please provide me with specific assurances you are concerned the license agreement does not meet?

Sincerely,
Holly

--

Holly Weiss
Assistant General Counsel & Policy Director
University of Central Missouri
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Administration Building Room 208
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hweiss@ucmo.edu

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--

Holly Weiss
Assistant General Counsel & Policy Director
University of Central Missouri
P.O. Box 800
Administration Building Room 208
Warrensburg, MO 64093
Phone: 660.543.4730
hweiss@ucmo.edu

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Cornelsen, Sarajane

From: Jones, Michael G.
Sent: Monday, November 4, 2024 1:07 PM
To: [REDACTED]
Cc: Lindsay Chapman; Holly Weiss; Wilder, Elisabeth; Cornelsen, Sarajane
Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

[REDACTED]

Thank you for your email. How about a call Thursday afternoon? We're available until 4p.

Mike

From: [REDACTED] >
Sent: Friday, November 1, 2024 5:40 PM
To: Jones, Michael G. <mgjones@martinpringle.com>; [REDACTED] >
Cc: Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>
Subject: RE: Discussion - Part 13 Complaint RCM/Skyhaven

Mike,

Good evening. I just wanted to drop a line to acknowledge your email. We had some discussions to do with our clients to ensure we were meeting their intent. We just sent a substantive response to your email with Ms. Walter.

We are looking forward to working toward a solution.

Have a good weekend.

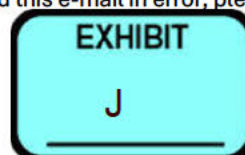
[REDACTED]

[REDACTED]

[REDACTED]

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To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, (1) for the purpose of avoiding penalties under Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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

Sent: Tuesday, October 29, 2024 4:00 PM

To: [REDACTED]

Cc: Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>

Subject: FW: Discussion - Part 13 Complaint RCM/Skyhaven

Gentlemen,

As noted below, we are counsel for UCM on this matter. We are reviewing the relevant material and would like to have a call or video meeting with you next week to discuss the issues and a way forward. Please let us know your availability for that.

In the meantime before we meet, we plan to forward you some points for the discussion, including perhaps some proposed clarifications or refinements to the license agreement terms that relate to your four clients' complaint.

Mike

From: Jones, Michael G.

Sent: Tuesday, October 29, 2024 3:07 PM

To: Amy.Walter@faa.gov

Cc: [REDACTED] Lindsay Chapman <lchapman@ucmo.edu>; Holly Weiss <hweiss@ucmo.edu>; Wilder, Elisabeth <emwilder@martinpringle.com>; Cornelsen, Sarajane <secornelsen@martinpringle.com>;

[REDACTED] Angela.Muder@faa.gov; rodney.ioel@faa.gov

Subject: FW: Discussion - Part 13 Complaint RCM/Skyhaven

Good afternoon Ms. Walter,

Our firm represents the University of Central Missouri on this Part 13 complaint filed by four hangar licensees represented by Mr. [REDACTED]. We are working to gather facts and prepare a response to the complaint by the November 12 deadline, and plan in the interim to meet and confer with Mr. [REDACTED] about possible resolution options to clarify and/or refine certain terms of the subject license agreements.

In the meantime, Mr. [REDACTED] latest email to you below seeking to accelerate the process with an ex parte meeting to extract the equivalent of a preliminary injunction pending our response was forwarded to me. This is both unnecessary and inconsistent with UCM's due process rights to respond to the complaint.

UCM has approximately 15 hangar licensees, four of whom have joined in the present complaint, and they are the only ones we understand to be represented by counsel, or who object to the terms of the license. UCM is communicating separately with the others if and as needed, which includes Mr. [REDACTED] with whom UCM is negotiating a side agreement to accommodate his request to bring in an A&P to work on his magneto in his licensed hangar space. That situation is not as Mr. [REDACTED] suggests in his email below and relates to someone we do not understand him to represent. UCM has also reached out to Mr. [REDACTED] other counsel, who has not been responsive; we will reach out to Mr. [REDACTED] today.

We will be responding to each of the issues raised in the complaint by November 12 but need to be given the time to meaningfully investigate and confer with Mr. [REDACTED] about potential resolution options in hopes of narrowing if not avoiding your office's need to take further action. We do not believe interim ex parte meetings are necessary or appropriate.

Thank you,

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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----- Forwarded message -----

From: [REDACTED]

Date: Tue, Oct 29, 2024 at 9:45 AM

Subject: Discussion - Part 13 Complaint RCM/Skyhaven

To: Walter, Amy (FAA) <Amy.Walter@faa.gov>

Cc: [REDACTED] Muder, Angela (FAA) <Angela.Muder@faa.gov>, Joel, Rodney (FAA) <rodney.joel@faa.gov>, Lindsay Chapman <lchapman@ucmo.edu>, Holly Weiss <hweiss@ucmo.edu>

Ms. Walter,

Good morning. I would like to set up a time to speak with you regarding a few of the Skyhaven issues that are coming to a head based upon tenant aircraft maintenance coming due. As of now our client [REDACTED] counts 13 aircraft that are either stranded at the airport or unable to return for want of maintenance. This is not counting the Mighty Mule Flying Club aircraft that [REDACTED] helps to manage. Additionally multiple aircraft cannot refuel, or can do so only at a financial penalty, because they use the mogas (automobile gas) STC and thus self-fuel. I will be happy to compile the above into more formal exhibits similar to those submitted with the original complaint for easier reference.

The tenants are getting frustrated by UCM's continuing refusal to allow self-fuel and maintenance of the aircraft. The proposed workaround for Mr. [REDACTED] to push the aircraft out of the hangar and so that

maintenance could be performed on to the ramp, appears to me to be dubious from a both practical and legal perspective. [REDACTED] recommendation is that they do not conduct maintenance under those conditions.

We would like a confirmation, in writing, that UCM will allow both self-fueling and outside commercial maintenance of aircraft, until further notice, in order to prevent our clients from being placed at a disadvantage prior even to the start of discussions. The university already holds most of the cards in this scenario, but it is the university which has been in violation of AIP since at least 2012 (the first year for which I have a copy of a license agreement with the same prohibitions). If we include the runway and taxiway improvement funds spent in 2017 and 2018, along with UCM's annual funding of \$150,000, this comes to a ballpark figure of \$4.1 million that they may be liable to pay back to the federal government. Note: We have a formal records request on request with the Missouri Aviation Department for the official figures. I think this should be an incentive for UCM to behave reasonably toward the tenants in the meantime.

Please let me know when a good time would be to chat. I am officed downtown and would be happy to come over to the federal building as well.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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--

Holly Weiss
Assistant General Counsel & Policy Director
University of Central Missouri
P.O. Box 800
Administration Building Room 208
Warrensburg, MO 64093
Phone: 660.543.4730
hweiss@ucmo.edu

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sender immediately and notify the sender via email that you have received the email in error and are deleting it.

From: **Christopher Holland** <cholland@ucmo.edu>

Date: Mon, Nov 11, 2024 at 2:03 PM

Subject: For Immediate Distribution

Cc: Douglas Davenport <ddavenport@ucmo.edu>

Dear Hangar Occupants:

I was surprised to see the attached paid advertisement in Friday's paper. A&P mechanic work is not prohibited at the airport generally. There is absolutely no need to push your airplanes off state-owned and UCM operated airport property to have service done. Just let me know what you need and when, and we'll get the appropriate paperwork figured out. For example, attached is the form to have any A&P mechanic work in a designated maintenance hangar for public use, unit # 27.

Sincerely,

Chris

cc: Doug Davenport

Attached: image of press release

Attached: Maintenance Hangar Agreement

--

Chris Holland

Airport Manager (Interim)

Department of Aviation

Skyhaven Airport

281 NW US 50 Hwy

Warrensburg, MO 64093

660-543-4916

cholland@ucmo.edu



REDEFINING WHAT'S POSSIBLE

EXHIBIT

K

Maintenance Hangar Agreement

WHEREAS, UCM allows the flying public ("Owners") to conduct services including but not limited to maintenance, fueling, and repair on aircrafts owned by the Owners. UCM recognizes that aircraft may need maintenance that requires A&P Mechanics or services beyond the ability of the aircraft owner. In maintaining the safe operation of the Skyhaven Airport and addressing the need of Owners, UCM allows for the use of the Maintenance Hangar by Owners, subject to the terms of this agreement.

WHEREAS, _____ (name of individual or business owning the aircraft in question, hereinafter referred to as "Owner") has need for service on Owner's airplane, registration number:

_____.

WHEREAS, UCM seeks to allow Owner to engage an A&P Mechanic, and does so without waiving any rights, privileges, or immunities it has as Sponsor, licensor and owner of Skyhaven Airport and the hangar designated for maintenance use;

Therefore, Owner and UCM agree as follows:

UCM gives _____ (Owner) permission to contract with an FAA-certificated Airframe and Powerplant (A&P) mechanic to perform maintenance on the _____ (AOG). The Maintenance Hangar may be temporarily rented for use at a rate of ten dollars (\$10.00) per day for up to fifteen (15) days for maintenance work performed by an A&P Mechanic. The maintenance may be performed inside hangar _____ (Maintenance Hangar), as long as such maintenance is in accordance with federal and state law, FAA orders and regulations, and follows University policies and procedures on waste disposal and hazardous material coordination. If the maintenance cannot be performed inside the hangar per these requirements, it may be performed in another designated area on airport property as determined by the Airport Manager and Owner in consultation with the contracted mechanic.

The mechanic must complete and provide the following information to the Owner, who will provide this completed form to the Airport Manager before scheduling to use the Maintenance Hangar.

Name/Business of A&P Mechanic: _____

Mechanic's Professional License(s): _____

Estimated Time for Completion: _____

****Not to exceed 15 days. If the work will exceed 15 days the Licensee must request a new agreement from the airport manager and renew their request for use. Regardless of length of time estimated, work shall be completed as soon as practicable and if active maintenance is not being performed, such as when waiting for parts, the aircraft shall be removed from the Maintenance Hangar if others are in need of the space.**

Mechanic's Business Insurance Company, Policy Number and liability limits: _____

Type of Work Performed: _____

Owner agrees to indemnify and hold harmless UCM from any liabilities and risks arising from work performed or not performed by Owner's chosen A&P Mechanic. The Owner accepts any liabilities and risks associated with or arising from the AP Mechanic's work.

The A&P Mechanic agrees to comply with the General Safety Rules as stated in the Max B. Swisher Skyhaven Airport Rules and Regulations and acknowledges that they have read and understood said rules for the disposal of waste and hazardous materials. No waste or hazardous materials may be disposed of on airport property. The A&P Mechanic agrees to remove any hazardous waste including but not limited to fuels, oils, dopes, paints, solvents, or acids and to dispose of such waste off-site and at their own expense. The A&P Mechanic agrees to clean the Maintenance Hangar and return the hangar to its original condition. Owner shall be responsible for Mechanic's failure to perform any of these tasks.

The A&P Mechanic will provide their own tools and materials necessary for maintenance work and will not use UCM issued materials or tools. The A&P Mechanic may store their tools and materials at the Maintenance Hangar during the period for which the hangar has been reserved, at Mechanic's own risk. After the completion of the service, the A&P Mechanic must remove their materials and tools and cannot store them for future use on a separate service agreement. Upon signing the agreement, the Mechanic will be provided a key to the Maintenance Hangar and will be able to secure the materials in the hangar when it is not in use.

The A&P Mechanic agrees to notify the Airport Manager when the services are completed. An Airport Staff member will complete a walk through of the hangar with the Mechanic before the key is returned.

Printed: _____
Owner

Signature: _____

Printed: _____
A&P Mechanic

Signature: _____

Printed: _____
Airport Manager

Signature: _____

Date: _____

Local Pilots Take Extreme Action to Save Their Flying Club



For Release Immediately
November 6, 2024

Members of the Mighty Mules Flying Club (MMFC) at Skyhaven airport near Warrensburg, MO took action yesterday in order to save their flying club by towing a club aircraft off of airport property to a nearby farm in order to accomplish needed maintenance of their club aircraft. This after the airport sponsor, the University of Central Missouri, issued a new Airport Building License Agreement (hangar lease) and enforced the prohibition of the MMFC and other general aviation pilots on the airport from having maintenance done on their aircraft in their hangar by a certified A&P mechanic. It should be noted that the previous license agreement had similar language but was never enforced.

MMFC President, Mr. [REDACTED] said, "I would like to thank the Johnson County Sheriff's Department for traffic control and to the Johnson County Commissioners for their support in arranging this effort. It's unfortunate that we're not allowed to work on our own aircraft at the airport, forcing us to use taxpayer dollars to close roads and require a sheriff's escort just to move the plane to a nearby farm for routine maintenance. This restriction burdens our club and undermines the purpose of having an accessible airport for private aircraft owners. The added costs and logistical headaches caused by this policy seem unnecessary and contrary to the airport's mission to serve its local aviation community."

According to Mr. [REDACTED] on October 1, 2024, the University of Central Missouri general counsel responded to a request from MMFC to accomplish maintenance on one of their aircraft so club flight operations could continue. According to the response, MMFC was prohibited from doing any maintenance in their hangar by a certified mechanic. Mr. [REDACTED] said, "This direction to the club to cease maintaining its aircraft effectively grounded the club and has put a financial burden on the club and its members."

According to a Part 13 complaint filed with the FAA, the source of the problem was initiated on August 15, 2024 when the airport sponsor, the University of Central Missouri, provided airport hangar tenants with a new Airport Building License Agreement (hangar lease) which prohibited 1) commercial aviation activities, 2) aircraft maintenance requiring an aircraft mechanic and 3) self-fueling and chose to enforce it. This would preclude any commercial aviation activities in hangars such as an airport mechanic, flight instruction, charter flights, aerial photography, spray plane business, etc. It also effectively grounds general aviation aircraft in their hangar if they require a certified aircraft mechanic to work on the aircraft. According to the complaint the University of Central Missouri over the years has requested and received millions of dollars in federal funding under the FAA Airport Improvement Program (AIP) for runway improvements, hangar construction and a self-serve fueling unit. Receiving AIP funds would make Skyhaven Airport a private for public-use airfield under FAA regulations. As a requirement for receiving taxpayer money through the AIP the sponsor, University of Central Missouri, would be subject to binding commitments to assure that the public's interest in civil aviation will be served. These commitments are commonly referred to as its Federal grant obligations or grant assurances.

According to FAA documents the Federal Aviation Administration (FAA) has a statutory mandate to ensure that airport owners comply with their grant obligations. FAA Order 5190.6B, Airport Compliance Manual, issued September 30, 2009, generally provides the policies and procedures to be followed by the FAA in carrying out this duty. Grant Assurance 22, Economic Nondiscrimination, requires, in pertinent part, that the sponsor of a federally obligated airport: "

...will make its airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses." Assurance 22(a)

FAA Advisory Circular 150/5190 states in Section 1 Paragraph 2.1 "An airport sponsor may not prevent an owner or operator of an aircraft from performing services on his/her own aircraft with his/her own employees and equipment."

An informal complaint has been filed with the FAA Central Region Office in Kansas City, MO alleging that the University of Central Missouri is in violation of Assurance 22(a). The University of Central Missouri has until November 12th to respond to the FAA regarding these issues. The complaint requests a number of solutions including a set of "Rules and Minimum Standards" for the operation of Skyhaven Airport which serve all aviation activities in the Warrensburg community and are compliant with the FAA assurances.

Links for more information: <https://www.flymmfc.com/> or <https://m.facebook.com/flymmfc/>