



REDEFINING WHAT'S POSSIBLE

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Federal Aviation Administration.
Office of Airports
901 Locust, Room 364
Kansas City, MO64106

Re: Corrective Action Plan for Informal Complaint Received February 20, 2026

Dear Mr. Joel and Ms. Muder and Ms. Sanning,

I am writing to document UCM's ongoing progress regarding the Corrective Action Plan in accordance with the FAA's instructions.

The University of Central Missouri is in receipt of Ms. Muder's letter dated February 20th, 2026. In this letter UCM will use the term, "FAA" to collectively refer to the three of you as UCM has received correspondence from all three of you to date.

UCM will address the requested documentation in the letter, however, we are concerned with some of the representations made in the letter. As the FAA is aware, the informal complaint process is premised on communication as a means to resolve disputes without legal enforcement. For this reason and as evidenced in the correspondence between the parties, UCM has repeatedly sought to meet with the FAA to better understand the FAA's guidance and explain discrepancies when there may have been miscommunications. Although UCM's efforts to do so are documented in the FAA record, UCM addresses the representations in the letter regarding what is in the record for the purpose of facilitating a more productive conversation between the parties.

Documentation regarding representations made in the FAA's February 20, 2026 letter

1. Commercial Aeronautical Operations and Vendor Agreement Requests

- i. [REDACTED] Commercial Operation determination: While the Ms. Muder again states in her February 20th letter that UCM has not made a determination on the [REDACTED] Commercial Aeronautical Operation application, the record shows that on June 23, 2025, [REDACTED] application was approved, and he was informed via email. Included was a Commercial Vendor Agreement. That same day, [REDACTED] confirmed receipt and said that he was sending the CVA to his attorney for review (See Exhibit 1). On July 14, 2025, Dean Davenport contacted [REDACTED] to ascertain the status of his review of the CVA. On July 15th, 2025, [REDACTED] provided Dean Davenport with a list of questions in response to the presented CVA. On July 18, 2025, Dean Davenport responded to [REDACTED] questions via email. On August 2, 2025, [REDACTED] stated in an email to Dean Davenport, "I have reviewed the attached Skyhaven Airport Commercial Vendor License Agreement and prepared to sign this agreement." UCM followed up with [REDACTED] several times regarding why he had not signed the CVA provided to him. In October, [REDACTED] spoke in-person with UCM's Airport Manager, Mr. Little, and stated he had changes he wanted to recommend regarding the CVA. After many in-person discussions between Mr. Little and [REDACTED] requesting that [REDACTED] provide UCM with a requested revised CVA for UCM's review, [REDACTED] sent UCM the revised document on January 15, 2026. On February 16, 2026, UCM sent [REDACTED] its revised CVA and feedback regarding his January 15th revisions (Exhibit 2), the thirtieth UCM business day after December 23, 2025, which the FAA views as starting the most recent review clock. To date, [REDACTED] has not responded to that email. As demonstrated by the many correspondences and previously provided exhibits from UCM, UCM has made a determination on [REDACTED] application and approved it.¹ The reason for delay is solely [REDACTED] as UCM has reasonably responded to his request for revisions despite stating he was ready to sign it in August 2025. UCM has no legal authority to force [REDACTED] to sign the CVA. We cannot comply with the FAA's demand that UCM provide an executed agreement because the complainant will not execute the agreement. As noted by the FAA, other commercial vendors have signed UCM's CVA. Further, throughout this entire process, [REDACTED] has and continues to be welcome to perform

¹ The documentation of UCM's correspondences to [REDACTED] including the CVA and application of approval, were previously provided to the FAA in UCM's response letter on June 24, 2025.

commercial mechanic work² in the public use maintenance hangar and under other waiver processes made available to him and all other hangar licensees.

- ii. [REDACTED] Operation determination: While the February 20th letter from the FAA again states that UCM has not approved [REDACTED] Commercial Vendor Application, the record shows that on October 10, 2025, UCM informed [REDACTED] that his application was approved and he was provided with a Commercial Vendor Agreement to conduct his commercial aeronautical activity (Exhibit 3). As previously stated in UCM's October 15th response to the FAA, [REDACTED] was also provided with a Confirmation of Use form to sign and acknowledge that he is no longer conducting Commercial Aeronautical Activity inside his licensed hangar. UCM cannot comply with the specific request that it provide an executed CVA unless and until [REDACTED] signs the agreement. UCM has no legal authority to force [REDACTED] to sign or even consider the agreement. On October 14, 2025, [REDACTED] informed Airport Manager Robert Little, via email, that he would provide a response in the next few weeks.³ During those weeks, UCM had solidified, based on previous discussions with the FAA, Minimum Standards and CVAs based on the occupation of physical space to the exclusion of others. When it was determined that [REDACTED] currently uses publicly available space at the airport to operate his flight instruction and DPEs, he was given the option to sign a CVA and occupy space designated for his commercial operation. [REDACTED] stated that he did not want to sign a CVA and preferred to use the publicly available space. UCM's determined that [REDACTED] continue to operate his commercial activity without a CVA because he was not occupying a designated physical space. Pending discussion of UCM's revised Minimum Standards with the FAA, [REDACTED] may be asked to register his commercial activity.

2. Ms. Muder's rejection of "physical presence", "primary location" and "incidental use"

² Throughout its February 20th letter, Ms. Muder refers to [REDACTED] as "the only non-UCM certificated A&P mechanic operating at the airport." UCM is uncertain what is meant by "UCM certificated" in this context and would welcome more information in that regard.

³ UCM previously provided the FAA with documentation that it approved [REDACTED] application and had offered him a CVA in its correspondence dated October 15, 2025

- i. The re: line and elsewhere in the FAA's February 20th letter indicates the FAA has "deferred" UCM's meeting request. UCM acknowledges that and notes for the record that it maintains its request for a meeting. In that same letter, Ms. Muder stated the FAA has consistently rejected the use of the term "physical presence", "primary location" and "incidental use." However, at least two instances show otherwise in regards to physical presence. In the virtual meeting held on January 13, 2025 with Ms. Angela Muder, UCM provided its revised Minimum Standards and the Commercial Vendor Agreement and explained the requirements for a CVA were only applicable to those vendors occupying space. During that meeting, Ms. Muder cautioned that the rules needed to be applied uniformly but UCM did not understand that to mean physical space could not be a consideration as long as all vendors who occupied space had to meet the same requirements. We understand and appreciate that standards need to be applied uniformly to all similarly situated commercial actors, and that is what UCM is trying to achieve, both in writing and in the analysis of whether the standards can actually be uniformly enforced at Skyhaven. Additionally, the virtual meeting UCM had with the FAA on June 10, 2025, UCM and the FAA had a discussion regarding incidental use and UCM's concerns with enforcing all commercial activity. At that time, Mr. Joel indicated preliminary agreement with UCM that it was not practical to require commercial vendors who used the airport hangars only to store their planes to obtain a CVA. We understand that Mr. Joel may have since changed his mind, we simply share this and other background to reflect the good faith discussions and genuine ambiguity that have taken place. Finally, in its letter dated April 15, 2025, the FAA notes UCM's practice of requiring the physical space component for CVAs. In that letter, the FAA does not state that physical space cannot be a determining factor for a CVA but notes it must be applied uniformly for similarly situated vendors, a position with which UCM continues to agree. UCM wishes to better understand this issue and applicable regulations and again requests a meeting. We believe a meeting held at Skyhaven will assist all the parties in visualizing the space at issue and make clearer UCM's concerns regarding the practical implications of requiring a CVA of any and all commercial vendors that happen to touch down at, or step foot on, Skyhaven.

3. UCM's Failure to provide requested documentation

- i. The FAA asserts in its February 20, 2026 letter that UCM has repeatedly failed to provide requested documentation throughout this entire process. UCM acknowledges and apologizes that it did not provide its list of questions to the FAA on January 20, 2025, UCM's own created deadline of which it committed to on December 23rd, 2025. In an email dated the FAA acknowledged "that [the FAA's] response to RCM's meeting request was delayed and understands the need for RCM to seek clarification in order to continue its internal review and corrective process. FAA will provide its availability after January 5 and acknowledge[s] RCM's request to meet during the week of January 26, 2026." At no time did Ms. Muder indicate she would be penalizing UCM for not providing those questions by its own January 20th deadline. In fact, she did not acknowledge UCM's suggestion that it submit questions by the 20th. UCM's questions were provided on January 30th, 2025. While UCM did not submit the questions by the 20th, Mr. Robert Little, Airport Manager, sent Ms. Muder a follow-up email on January 9th requesting to schedule the meeting that the FAA agreed to on December 23rd, 2025. Ms. Muder did not respond to that email until January 28th, at which time UCM was informed the meeting would not be scheduled until the questions were received. UCM thereafter sent its questions on January 30, 2026.
- ii. UCM further addresses the FAA's February 20th assertion that UCM consistently fails to provide requested documentation. Below is an outline with reference to documents in the FAA's record that show UCM has satisfied the FAA's requests for documentation in full based on the specific correspondence referenced by the FAA.

On June 3rd the FAA states it requested all copies of executed CVA and commercial licenses. UCM responded to this request via correspondence dated June 12, 2025, and explained that to date, there were no *executed* CVAs or commercial licenses issued at the Skyhaven airport. UCM cannot fail to provide a document that did not exist. The FAA's September 4, 2025 letter requested all copies of executed commercial agreements, contracts, and licenses. On September 15, 2025, UCM provided all executed licenses, public use maintenance waiver, UCM Public Maintenance Hangar forms, the Private Hangar Development Ground Lease (commonly referred to as the [REDACTED])

agreement), and copies of the applications for commercial aeronautical activity.^{4,5} On October 3, 2025, the FAA again requested executed CVAs, including UCM operated and external entities. On October 15, 2025, UCM provided the requested documents to the FAA.⁶ The FAA requested a current hangar inventory and waitlist for hangar use. This hangar inventory and hangar waitlist was provided to the FAA in UCM's correspondence dated November 11, 2025. Finally, on December 8, 2025, the FAA requested an inventory of all aeronautical and non-aeronautical activities occurring at the airport. UCM did not substantively respond to this request; however, UCM informed the FAA that it had questions regarding the request and requirements. UCM can't apply the FAA's guidance if it is unclear how to apply it, which is why UCM has made multiple requests for a meeting. Open communication is fundamental to a Part 13 informal complaint process, and UCM appreciates earlier conversations with Ms. Muder and Mr. Joel and believes additional conversation would provide more progress toward resolution.

- iii. In its most recent correspondence, the FAA takes issue with UCM's failure to inventory commercial activity and provided specific examples of that failure. UCM notes that the FAA was not first made aware of the ██████████ Ground Lease on September 4, 2025 as asserted in its February 20, 2026 correspondence. UCM informed the FAA of the ██████████ grounds lease during its virtual meeting held on June 10, 2025. On June 24, 2025, UCM provided the FAA with a copy of the ██████████ ground lease. UCM has already answered and responded to these other incidents the FAA alleges in previous correspondence.⁷

The FAA's concerns regarding lack of commercial activity knowledge are why UCM has asked the FAA repeatedly how UCM can be held responsible for identifying every

⁴ Please see UCM's September 15th correspondence which included all of the documents requested by the FAA in the September 4th letter that were executed at the time of the submission.

⁵ In the September 15th correspondence from UCM the documents were provided as Exhibit 10.

⁶ In the October 15th correspondence from UCM, the FAA was provided the MOAs between Skyhaven and UCM, amendments to the ██████████ Lease, and not yet executed CVAs for ██████████, ██████████ and ██████████

⁷ See UCM correspondence on September 15, 2025 which addresses "after hours" concerns. See UCM correspondence to the FAA on October 15, 2025 in which UCM acknowledges ██████████ is a commercial activity subject to a CVA. On October 29, 2025, UCM informed the FAA that ██████████ application for commercial activity had been approved and a CVA had been sent out for signature. The CVA was signed on October 30, 2025. However, ██████████, while having an agreement on file, has relocated their commercial operations to the Higginsville Airport because it did not require the same insurance requirements as UCM.

potential commercial aeronautical operation when the users of the airport may not be forthcoming with information. UCM has repeatedly taken steps to request all public users at the airport inform airport staff if they are operating a commercial activity, because UCM is also frustrated by the lack of an inventory (See Exhibit 4.⁸ No public users responded to UCM's request. UCM has and does monitor activity at the airport and quickly responds to any reports made by the FAA. UCM still needs clarification and assistance from the FAA to understand its ability to enforce the FAA's preferred version of Skyhaven's Minimum Standards. To date, the FAA has not provided such information.

With today's submission, UCM believes it has provided all documentation requested but if the FAA still believes something is missing beyond what is being produced today, please inform UCM specifically what is missing so we can produce the documentation.

4. Completed CAP Tasks and Regular Reporting

- i. The FAA states in its February 20th letter that UCM has failed to meet the measures stated in the CAP. UCM would like to direct the FAA to the original Corrective Action Plan and the Revised Corrective Action Plan in Exhibit 5. UCM has noted in Exhibit 5 the completed actions by highlighting the date of the action in yellow. UCM completed all actions in the revised Corrective Action plan. Additionally, UCM consistently provided CAP updates every two weeks to the FAA, many of which specifically noted UCM's efforts regarding physical space requirements, which went unaddressed or unanswered by the FAA for over 30 days.⁹ During that time, UCM had no guidance that the efforts being implemented were of potential concern. On November 7th, the FAA's request for action and documentation changed and is no longer aligned with the Corrective Action Plan. UCM has responded to each without delay, other than missing its own deadline for questions to the FAA as discussed above. As evidenced in the FAA record, it is not accurate to state that UCM has taken no action or failed to address concerns made by the FAA.

⁸ Previously provided to the FAA in the October 15th correspondence from UCM.

⁹ UCM submitted the first Corrective Action Plan on June 24, 2025. UCM provided CAP updates on July 8th, July 15th, July 22nd, and August 5, 2025. The FAA did not respond to UCM's first CAP or updates thereto until August 7th, 2025.

FAA Requested Documentation

- 1. Operational Inventory of Commercial Aeronautical Activities:** Please see attached an inventory of commercial aeronautical activities at the Skyhaven Airport (Exhibit 6). UCM acknowledges the FAA's frustration that the FAA has been the source of notification to UCM of certain commercial operations occurring at the airport. While the FAA has not provided guidance regarding how to ensure transparency from public users, UCM has determined that it will request that all commercial activity, regardless of space occupied, at the airport complete a form on the Skyhaven website. Submissions will be used to update the inventory in a good faith effort to monitor commercial activity at the airport that may not be obviously commercial upon visual inspection. Additionally, airport staff will do monthly walk throughs of public user space in further attempt to ensure an accurate inventory and monitor compliance with the Minimum Standards. This process is pending until review by the FAA of the latest draft revisions and questions surrounding UCM's Minimum Standards, also submitted to the FAA today. Regarding the FAA's request for an inventory of non-aeronautical commercial activity, UCM has not identified any non-aeronautical commercial activity at the airport and questions how the monitoring or inventorying of such activity falls within the scope of the Grant Assurances.
- 2. Skyhaven Airport Minimum Standards for Commercial Operation:** Please see attached the revised Minimum Standards for Commercial Operation (Exhibit 7). UCM used the AC 150/5190-8¹⁰ and other minimum standards of similarly situated airports¹¹ to draft the revision.
- 3. Commercial Fee Structure of the hangar developer:** Please see attached as Exhibit 8 University of Central Missouri Board of Governors briefing papers that were provided to the Board of Governors on September 9, 2024, which included the proposal of the [REDACTED]
[REDACTED] On September 9, 2024, the BOG approved the proposal during a closed session meeting, as under Sunshine Law real estate matters are closed documents until executed. These documents show UCM's approval of the fee structure for the hangar

¹⁰ See [AC 150/5190-8](#) used in UCM's revision of the Minimum Standards.

¹¹ UCM based the Minimum Standards of research from other airports operated at universities.

development. Additionally, the price per square footage for the hangar development ground lease is currently \$0.36 per square foot, with the five year escalator as noted in the lease previously provided to the FAA and in the BOG documents provided today. As previously stated, the discussions, negotiations, and final execution of the agreement were entered into prior to the development of Minimum Standards and at the time, the hangar development was the only commercial operation UCM had knowledge of at the airport. Still to date, [REDACTED] [REDACTED] is the only commercial vendor at Skyhaven to develop and rent hangar space, and the only one to enter into a ground lease for any purpose. Further, it is the only commercial vendor at Skyhaven that has contractually committed to construct a building at its own cost, operate a commercial aeronautical activity of hangar storage licensing therein and, at the end of the lease, donate the improvements to UCM. Simply stated, there are no comparators to [REDACTED] [REDACTED] at Skyhaven. However, as noted in the documents presented to the Board, there is another plot of land that stands readily available to any other commercial vendor that would like to similarly operate, and UCM is ready and willing to apply the same terms and conditions to any interested party that wishes to have the same opportunity at Skyhaven. Though the \$0.36 per square foot rate is higher than the \$0.25 per square foot rate asked of all commercial operators without a ground lease, the ground lease negotiated for [REDACTED] [REDACTED] gives them tenant rights for 30 years, which is more valuable than the shorter term licenses for commercial operations set forth in the executed CVAs.

Request for Meeting and a Hearing

UCM again asserts that the FAA has not provided UCM with an opportunity for a hearing in front of an impartial officer to respond to the allegations against UCM.

The lack of procedural process and support from the FAA during this Informal Part 13 complaint has caused this matter to engulf many issues not related to the original complaint and create significant delay in resolution. For example, per FAA Order 5190.6C, “14 CFR § 16.21(a) requires complainants to ‘initiate and engage in good faith efforts to resolve the disputed matter informally with those individuals or entities believed responsible for the noncompliance. These efforts at informal resolution may include, without limitation, at the parties’ expense, mediation, arbitration, a dispute resolution board, or other form of third-party assistance.’ Regions or ADOs

can assist with informal resolution through the process explained in this chapter. On October 29, 2024, UCM requested a meeting with [REDACTED], outside counsel for the complainants, to resolve the matter in good faith.¹² For several months thereafter, UCM continued to make similar requests. [REDACTED] declined to confer with UCM on multiple occasions and the FAA did not instruct or otherwise facilitate the complainants to meet with UCM to discuss resolution, even though 14 CFR § 16.21(a) requires complainant to engage in good faith efforts to resolve the dispute.

Another issue that has been apparent through this process is the FAA consistently taking the complainants at their word and not considering UCM's thorough response to false accusations and claims. This is especially concerning given UCM's repeated documentation that at least one complainant has not been honest or forthcoming with UCM and the FAA.¹³ The February 20th letter from the FAA repeatedly refers to [REDACTED] as two of the "original complainants." UCM has been made aware of only four complainants in this matter-- [REDACTED] [REDACTED]. If others have been added since these original four, UCM is owed notice and opportunity to respond. Similarly, the letter repeatedly refers to the FAA's stance that it will not "re-litigate" matters related to this Part 13 process. [REDACTED] lawsuit in Johnson County, Missouri, regarding his claim that his Skyhaven hangar license gives him the contractual right to store a railroad/semi-truck style shipping container *outside* his licensed hangar at the airport is the only litigation UCM is aware of regarding the Part 13 complainants.

UCM is also concerned regarding its due process rights under the ability to appeal decisions made by the FAA. On July 9, 2025, Mr. Rodney Joel notified Missouri Department of Transportation's Mr. Kyle LePage that UCM was being placed in a no-pay status. UCM was not notified of such status change by the FAA. According to 49 U.S.C. § 4711(d), payment under 49 § § 101 et seq. may not be withheld more than 180 days without an opportunity for a hearing and

¹² See previously provided correspondence from UCM to Complainants requesting informal resolution and discussions on October 29th, November 1st, and November 12, 2024.

¹³ See January 2nd correspondence from UCM to FAA where UCM documents demonstrating Complainant Ralston putting forth contradictory information in a concurrently pending lawsuit, indicating he has either been untruthful under oath in that matter or in his communications to the FAA in this matter. See also consistent evidence that UCM has provided in every response that negates assertions made by the complainants.

a formal finding that the sponsor has violated the agreement. It has been 240 days since the FAA placed UCM in no-pay status. Therefore, UCM is requesting a formal hearing.

Additionally, the FAA has consistently stated that its findings are “potential non-compliance” and that UCM may not appeal a decision made by the FAA because it is not a final determination. On February 20th, 2026, the FAA, via Ms. Muder, stated that the FAA is placing UCM “into full noncompliance with your federal grant obligations...”. UCM is requesting a copy of the letter sent to APP instructing the withholding of federal funds. Though Ms. Muder’s February 20th letter restates her interpretation of her prior communications to UCM in this regard as warnings or preliminary, Mr. Joel’s direct communication to MoDOT in July and the FAA’s not providing clear answers to UCM’s questions in this regard has created genuine confusion, reputational and relational impact, and actual project implications regarding prior and current runway expansions and current fuel farm projects at Skyhaven, all of which are to the detriment of UCM and the flying public. Additionally, UCM wishes to appeal this “full non-compliance” finding and requests a formal hearing.

Since June 12, 2025, UCM has requested meetings with Ms. Muder and Mr. Joel to discuss UCM’s questions regarding the minimum standards and requests made by the FAA approximately five times. The last time the FAA met with UCM was June 10, 2025, in which Ms. Muder and Mr. Joel reviewed UCM’s then Minimum Standards and Rules and Regulations. At no point during those meetings did either Ms. Muder or Mr. Joel oppose the language provided by UCM. These most recent critical and narrowed complaints regarding UCM’s Rules and Regulations and Minimum Standards do not align with the FAA’s previous input. For those reasons, UCM is left with mixed signals and changing demands with which to complete its continued goal of clear and ongoing compliance with its federal obligations. Rather than assist UCM with better understanding, the FAA has repeated previously stated conditions and requirements information, which UCM has repeatedly sought meetings and other means by which to understand what the FAA requests to complete this process, hopefully with final agreement on compliance and a closing of the Part 13 Complaint, but if necessary a definitive finding of non-compliance so that UCM can seek relief and resolution on appeal and all other forms of available redress if needed. Yet the FAA’s most recent letter again declines and defers UCM’s request for a meeting.

UCM asks again that the FAA reconsider its recent refusal to talk. It requests a meeting to include Ms. Debra Sanning, Mr. Rodney Joel, and Ms. Angela Muder, to resolve this matter.

Respectfully,

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