Federal Aviation Administration

Office of Airports

1100 Main St., Ste.800
Kansas City, MO 64105

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VIA ELECTRONIC MAIL

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Part 13 Complaint, Skyhaven Airport (RCM)
Outstanding Corrective Action Plan Requirements and Notice of Referral for Formal Enforcement

Dear Mr. Little:

The Federal Aviation Administration (FAA) issues this letter to identify the corrective action items that remain outstanding in the ongoing 14 CFR Part 13 informal complaint investigation concerning Skyhaven Airport (RCM), to set a firm response deadline, and to give formal notice that failure to satisfy the required corrective actions by the deadline stated below will result in referral of this matter to the FAA Office of Airport Compliance and Management Analysis (ACO-100) for formal enforcement proceedings under 14 CFR Part 16.

The University of Central Missouri (UCM) has not submitted a Corrective Action Plan (CAP) that the FAA has accepted as satisfying the potential grant assurance violations identified in this investigation. The potential noncompliance with UCM's federal grant obligations at Skyhaven Airport restated in the FAA's February 20, 2026 letter remains in force, and the zero-pay special condition applied to UCM's existing and future grant agreements remains in effect. This letter restates the required corrective actions with the specificity necessary for UCM to demonstrate compliance and for the FAA to assess whether compliance has been achieved.

Status of the Investigation

The FAA opened this Part 13 informal complaint investigation in October 2024. Since then, the FAA has issued formal correspondence identifying compliance deficiencies and requesting corrective actions beginning April 15, 2025 through February 20, 2026, and UCM has submitted CAP responses and updates beginning June 24, 2025, including its March 6, 2026 submission.

No CAP submission UCM has made during this investigation has been accepted by the FAA as adequate to correct the identified potential grant assurance violations. The core issue is UCM's requirement that conditions Commercial Vendor Agreement (CVA) requirements on physical presence, primary location, or incidental use rather than on the nature of the commercial aeronautical activity. The FAA has rejected this condition in writing multiple times. UCM's characterization of the FAA's position as unclear or evolving is not consistent with an administrative record in which the FAA has repeatedly identified, with specificity.

Grant Assurances

The FAA has identified potential violations of the following grant assurances. Each finding has been previously stated in the FAA's formal correspondence and remains in force. Grant Assurance 5 is included in this letter for the first time; the remaining findings are reiterated from prior correspondence.

Grant Assurance 22 — Economic Nondiscrimination

UCM's Airport Rules and Regulations Including Minimum Standards for Commercial Aeronautical Operations (Rules), last revised October 14, 2025 and currently published on UCM's website, exempt commercial aeronautical operators from UCM's CVA requirements based on dedicated physical space rather than on the nature of the commercial aeronautical activity. Section 3-1 of the Rules states that the Minimum Standards "are only applicable to those Commercial Aeronautical Activities that have a designated physical space." UCM has also processed CVA applications inconsistently across comparable operators. UCM returned [redacted] CVA applications on March 25, March 31, and July 25, 2025 as "not required" and, following UCM's October 10, 2025 approval of [redacted] application, has since determined that [redacted] may continue his commercial flight instruction and Designated Pilot Examiner (DPE) activity without an executed agreement based on his use of publicly available space. UCM has since executed CVAs, effective February 1, 2026, for [redacted], two DPEs performing commercial aeronautical activity comparable to [redacted], designating offices OFC 127 and OFC 128 as the CVA premises (March 6, 2026 CAP, Exhibit 6).

Section 1-2 of the Rules provides that UCM faculty and staff "who are not using the airport as part of their employment, are considered public users of the airport." [redacted] are UCM employees, and their DPE activity is not a UCM employment function. The offices designated in their CVAs are assigned to them as UCM employees. Under UCM's own rules, either the [redacted] CVAs are for space that is not dedicated to their commercial aeronautical activity, or [redacted] is being treated differently from [redacted] on identical conditions. The selective processing of comparable applications with substantially different outcomes and no documented uniform basis appears to create unjust discrimination under Grant Assurance 22.

Grant Assurance 23 — Exclusive Rights

By exempting some commercial aeronautical operators from CVA requirements while enforcing those requirements against operators providing comparable services, UCM has created conditions in which some operators enjoy a regulatory and competitive advantage not available to those required to execute a CVA. The FAA's October 3, 2025 letter cited established FAA precedent in *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority*, FAA Docket No. 16-01-05, which states that selective enforcement of minimum standards constitutes both unjust discrimination and an exclusive rights violation. That precedent applies directly to the pattern documented in the RCM record.

Grant Assurance 24 — Fee and Rental Structure

UCM entered into a ground lease with [redacted] for hangar development at the airport and later executed Amendment 1 to that ground lease, incorporating a Commercial Operations Vendor Agreement. Section 3-4.A.4 of the Rules establishes a uniform commercial fee: "A standard fee of 25 cents per square foot of used space will be applied annually to each holder of a commercial vendor agreement." Each CVA in the record applies that fee in addition to the operator's underlying license fee: [redacted] on top of its tie-down license fee, and the CVAs offered to [redacted] on top of their hangar license fees. Amendment 1 imposes no separate commercial fee; its fee provision refers back to Section 4 of the ground lease.

UCM's March 6, 2026 submission describes the $0.36 per square foot rate as the price "for the hangar development ground lease" and compares it to the $0.25 per square foot rate "asked of all commercial operators without a ground lease." That comparison sets a ground rent against a commercial vendor fee. It does not explain why the uniform commercial fee has not been applied to [redacted], which UCM itself describes as conducting a "commercial aeronautical activity of hangar storage licensing." UCM's position that [redacted] has no comparator at Skyhaven does not resolve the disparity. The issue is UCM's departure from its own uniform fee rule for one commercial operator, not a comparison between operators.

Grant Assurance 26 — Reports and Inspections

Between June 3 and December 8, 2025, the FAA repeatedly requested executed commercial agreements, CVA records, hangar inventories, and operational documentation. Those requests have not been satisfied in full. UCM's March 6, 2026 submission declined to inventory non-aeronautical activity and did not include the executed [redacted] CVAs. The February 20, 2026 letter identified Grant Assurance 26 as an independent basis for its findings. Documentation deficiencies specific to this finding are itemized in Corrective Action 3 below.

Grant Assurance 5 — Preserving Rights and Powers

The FAA finds a potential violation of Grant Assurance 5 based on the documented failure of UCM's administrative requirements to support consistent, transparent, and compliant processing of commercial aeronautical activity at Skyhaven Airport. Specifically, UCM's license agreements contractually obligated tenants to comply with a minimum standards document that had never been finalized, was not published, and was not in active use, as confirmed by UCM's own outside counsel in the January 2, 2025 letter. UCM applied exemption criteria, such as "primary location," "incidental use," and "designated physical presence," that the FAA rejected in writing between April 2025 and February 2026. UCM processed comparable commercial aeronautical applications on substantially different timelines with significantly different outcomes and no consistent documented basis.

These conditions match the standard the Associate Administrator for Airports applied in *Warbird Sky Ventures, Inc. v. Sumner County Regional Airport Authority*, FAA Docket No. 16-07-16, Final Decision and Order (July 13, 2010), in finding a Grant Assurance 5 violation independent of the substantive nondiscrimination violations. The Sumner County record documented informal and undocumented process failures. The RCM record documents administrative deficiencies through UCM's own submitted records and formal correspondence during this investigation. The inclusion of Grant Assurance 5 is independent of, and in addition to, the potential violations identified under Grant Assurances 22, 23, 24, and 26.

Required Corrective Actions

The corrective actions required to restore compliance have been stated consistently across the FAA's prior correspondence in this investigation. They are restated below with the specificity necessary for UCM to demonstrate satisfaction and for the FAA to assess whether satisfaction has been achieved.

1. Adopt a compliant Minimum Standards requirement.

UCM's March 6, 2026 CAP submission includes a revised Minimum Standards document (Exhibit 7) drafted using FAA Advisory Circular 150/5190-8 as guidance and organized around service categories. The revised structure responds to the FAA's directive to move to a service-category-based minimum standards requirement and represents a substantive change in approach. However, Exhibit 7 is an unpublished draft, and the Rules currently published on UCM's website remain the October 14, 2025 revision, which expressly limits the Minimum Standards to operators with designated physical space. The revised draft carries the same limitation forward. It distinguishes "Commercial Aeronautical Activity" from "Commercial Aeronautical Operation," the latter defined by "occupied designated physical space"; it captions its operational, insurance, and hours requirements as applicable to "Commercial Operations That Occupy Physical Space"; and it renames the governing instrument a "Commercial Operation Vendor Space Agreement." Commercial activity conducted without dedicated space is only

"expected to abide" by the Standards and "requested to register." These provisions re-create the physical-presence exemption the FAA has rejected, and the revised document, in its current form, does not close this finding.

The physical-space limitation is not necessary to achieve the administrative purpose UCM has stated for it. UCM's January 30, 2026 letter explained: "It is difficult to inventory commercial activity if the operator is not taking up space. This is a reason why space was used as a defining factor." UCM's own documents contradict this position. Section 3-4 of the published Rules requires anyone engaging in "any commercial activity" at the airport to execute "a legally binding written lease, license, agreement, contract, or other appropriate permit" before operating, without regard to space. The Maintenance Hangar Agreement (Appendix 4-2) records the third-party mechanic's identity, license, type of work, location, and duration, and Section 2-2.G.1 provides for accommodation of maintenance outside the designated hangar "with appropriate waivers/acknowledgments." The Rules' definition of Temporary Independent Contractor classifies providers by whether they regularly provide aeronautical services for hire, measured in days of activity rather than footprint. None of these tools is connected to an authorization or enforcement requirement for commercial operators without dedicated space.

The limitation also leaves UCM without the protections its own Rules require. Section 2-6.A requires all users, tenants, and vendors not affiliated with UCM to hold UCM harmless and to submit a certificate of insurance before conducting operations, but the Rules provide no instrument through which UCM collects either from commercial operators without dedicated space. UCM's March 6, 2026 inventory (Exhibit 6) includes [redacted] commercial DPE activity and records no insurance on file for it. The current Maintenance Hangar Agreement makes the mechanic's insurance optional and shifts the risk to the aircraft owner. The Rules define aerial advertising, agricultural application, aerial photography, and scenic flights as commercial aeronautical activities but establish no standards for them, and the draft's service categories include none for DPE activity. Because UCM's commercial fee is assessed per square foot of occupied space, the fee methodology cannot be applied uniformly across the activities UCM itself defines as commercial, as Grant Assurance 22 requires.

A compliant Minimum Standards requirement must apply commercial regulatory requirements to all operators conducting public-facing commercial aeronautical activity at the airport, regardless of physical footprint, primary location, or characterization of licensed or leased space as incidental. UCM must eliminate the physical-presence carve-out from its Minimum Standards and apply requirements to each commercial service category defined in its Rules on a basis independent of operator identity or dedicated footprint. A threshold for transient or occasional providers may be retained, consistent with the FAA's December 8, 2025 letter, only if it is tied to a documented authorization and enforcement mechanism.

UCM's own aeronautical operations, the Flight School and Aircraft Maintenance, must be subject to the same substantive requirements applied to external operators, as Section 1-9.A of

the Rules already provides: they "are subject to the Rules and Regulation, and Minimum Standards of Commercial Operations, akin to all other airport users." UCM's October 15, 2025 Memorandum of Agreement (MOA) with the UCM Department of Aviation is an appropriate instrument for internal operations, and Exhibit 6 reports MOA insurance coverage and a $9,318.50 annual commercial operations fee, but neither demonstrates equivalence. UCM must submit a written crosswalk identifying, for each requirement imposed on external CVA holders (financial responsibility, Minimum Standards compliance, fees, inventory inclusion, and enforcement), the corresponding MOA provision or mechanism, including the fee basis and location for Aircraft Maintenance, which Exhibit 6 lists as "Included in UCM Flight School" with location "TBD." Fee parity, standing alone, does not establish regulatory parity.

2. Conform commercial agreements to the terms applied to comparable operators.

UCM must apply a single, documented determination to [redacted], who conduct the same commercial DPE activity, and must produce the executed [redacted] CVAs, which have not been provided to the FAA.

[redacted] CVA must be conformed to the terms UCM offered [redacted] the comparable operator conducting commercial activity from an enclosed licensed hangar. The revised [redacted] CVA UCM transmitted on February 16, 2026 (March 6, 2026 CAP, Exhibit 2) permits entry without prior notice "to inspect the premise for potential violations of this Agreement or the Skyhaven Airport Rules and Regulation and Minimum Standards," while the CVA UCM offered [redacted] (March 6, 2026 CAP, Exhibit 3) limits entry without notice to emergency response regarding emergent physical safety. UCM's responses in Exhibit 2 also state that UCM policy "does not provide for third party security cameras and surveillance." UCM must either conform the [redacted] terms to those offered [redacted] or document a legitimate basis for the difference independent of operator identity.

UCM must apply the Section 3-4.A.4 commercial fee to the commercial aeronautical activity of [redacted] or document a legitimate basis, independent of the ground lease rent and future donation of the structure, for not doing so. This requirement supersedes the economic equivalence documentation directed in Section 3.D of the FAA's December 8, 2025 letter.

3. Submit the outstanding operational inventory and documentation.

Item 1, Corrective Action 6 of the FAA's December 8, 2025 letter directed UCM to conduct and maintain a complete inventory of all aeronautical and non-aeronautical activities occurring at Skyhaven Airport, with documented classification of each activity and identification of the applicable regulatory instrument for each. UCM's March 6, 2026 CAP submission includes an inventory of aeronautical activities (Exhibit 6) but excludes non-aeronautical commercial activities on the stated basis that UCM has not identified any, and questions whether the monitoring or inventorying of such activity falls within the scope of the grant assurances. That position does not respond to the FAA's directive, which is not conditioned on UCM's self-

assessment of whether such activity exists. UCM must complete and submit a documented inventory of all aeronautical and non-aeronautical activities occurring at Skyhaven Airport, with the classification and instrument identification specified in the December 8, 2025 letter.

Copies of all executed commercial agreements, contracts, and licenses issued by Skyhaven Airport remain due, as previously requested. These include Commercial Operations Vendor Agreements (including the executed [redacted] CVAs), ground leases and amendments, Airport Building and License Agreements, development agreements, and any other agreements with UCM entities or outside parties, together with all Maintenance Hangar Agreements, maintenance waivers, and temporary or event-based authorizations, including those issued to operators based off the airport, executed since September 15, 2025.

4. Address the Grant Assurance 5 process deficiency.

UCM must demonstrate that it has in place a coherent, documented, and uniformly applied administrative process for receiving, evaluating, and acting on all commercial aeronautical activity applications. This means criteria reflecting the airport's obligations under its grant assurances applied consistently to all applicants, documented decision rationale for each application, and processing timelines that conform to UCM's own published standards. The current record, in which comparable applications have been processed on materially different timelines with materially different outcomes and no consistent documented basis, does not satisfy this requirement. UCM must submit its written application procedure and a decision log for all commercial aeronautical activity applications received since October 2024, identifying for each the applicant, date received, date decided, outcome, and stated basis.

Deadline

UCM must submit documentation satisfying each of the four required corrective actions identified above no later than November 16, 2026, forty-five (45) days from the date of this letter. The FAA's full acceptance and satisfaction of each identified corrective action is required to close this complaint and investigation. Partial responses, extension requests, lack of substantive progress, or submissions that continue to include the physical-presence, primary-location, or incidental-use carve-outs the FAA has consistently rejected will not satisfy the Sponsor's federal obligations.

If UCM does not submit documentation satisfying each of the required corrective actions by November 16, 2026, the FAA Central Region Airports Division will refer this matter to the FAA Office of Airport Compliance and Management Analysis (ACO-100) for formal enforcement proceedings under 14 CFR Part 16. Referral will initiate a formal adjudicatory process that is distinct from the informal Part 13 process under which this proceeding has been conducted to date. The zero-pay special condition may remain in effect throughout any referral and formal enforcement proceedings and until the underlying compliance deficiencies are resolved to the FAA's satisfaction.

Furthermore, persistent noncompliance may lead to the denial of grant applications or suspension of discretionary Airport Improvement Program (AIP) funding, as the FAA is committed to protecting federal investments by ensuring strict adherence to grant assurances under 49 U.S.C. § 47111(d).

This is a preliminary determination and is not a final agency decision subject to judicial review.

Sincerely,

ANGELA M MUDER

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