



**Federal Aviation
Administration**

Office of Airports
Central Region

901 Locust, Room 364
Kansas City, MO 64106

September 4, 2025

Via Electronic Mail

University of Central Missouri
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RE: Substantive Response – 14 CFR Part 13 Investigation, Findings, and Corrective Action Plan

Dear Dr. Davenport:

We write in response to your letters dated August 11, 2025, August 19, 2025, and the Corrective Action Plan (CAP) submitted June 24, 2025.

FAA Administrative Findings

In your August 11, 2025 letter, you stated:

“[to] date, none of the allegations raised in the informal complaint have been substantiated. We have received no actual findings by the FAA related to the informal complaint and no substantive response to our submitted CAP or subsequent updates...”

As noted, under 14 CFR §13.11, administrative disposition of certain violations may take the form of a Warning Notice or Letter of Correction, which does not constitute a formal adjudication. FAA’s April 15, June 3, and June 17, 2025 letters were administrative actions based on an investigation of apparent violations of Grant Assurances 22, 23, and 24. These required UCM to submit and implement CAP. Apparent violations remain unresolved.

UCM’s June 24 CAP further stated:

“As the Airport sponsor, UCM, like any sponsor, is uniquely suited to know what procedures are best for the safe and efficient management of the Airport, and the FAA

will generally ‘not substitute its judgment for that of the airport sponsor in matters of administration and management of airport facilities.’”

The FAA agrees that sponsors retain discretion over daily operations, but that discretion is bounded by the federal obligations UCM voluntarily accepted with FAA grant funding. FAA oversight is not “substituting judgment,” it is enforcing compliance with the federal contract that accompanies Airport Improvement Program (AIP) grants. FAA funding may be unique among UCM’s revenue sources: it is conditioned on adherence to Grant Assurances.

When a sponsor’s chosen procedures conflict with these assurances, FAA is obligated to ensure sponsors honor the assurances agreed to when accepting federal funds.

Zero-Pay Special Condition

In your August 11 letter you also stated:

“Importantly, UCM may soon be negatively impacted... Mr. LePage has informed UCM that the FAA communicated to him the FAA has placed UCM in a no-pay status for FAA grants. That is not UCM’s understanding...”

FAA’s June 2, 2025 letter provided context clarifying that the **zero-pay clause is a special condition** that may be attached to FAA grants, not a penalty or sanction:

“The FAA will include a zero-pay special condition in the proposed grants if these matters remain unresolved at the time of grant issuance. This condition will prohibit UCM from seeking any financial reimbursement of project costs until all violations are fully addressed to the FAA’s satisfaction. Furthermore, persistent non-compliance 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).”

It is important to note that UCM’s August 11 letter referenced this issue but did not include the full context of FAA’s June 2 letter, which expressly described the purpose and conditions of the zero-pay clause. The clause is not an enforcement action under 14 C.F.R. Part 13, and therefore does not require notice of proposed action or a hearing. Rather, it is a compliance safeguard applied at the time of grant issuance to ensure federal funds are not reimbursed until obligations are met.

FAA has communicated since June 2, 2025 that unless UCM demonstrates compliance, the zero-pay clause will be in effect until all violations are resolved to FAA’s satisfaction.

FAA Findings and UCM’s CAP Response

FAA’s findings remain unchanged:

- **Commercial Operations Vendor Agreement Process**

- FAA's April 15 letter noted the process "does not appear to have clear requirements nor procedures."
- FAA's June 3 follow-up found: "*Mr. [REDACTED] applications were returned as 'not required'... Mr. [REDACTED] application remains pending without a clear timeline or requirements. This lack of transparency and uniformity risks conferring an exclusive right.*" In accordance with Skyhaven's Rules and Regulations and the threshold questions for commercial vendor application both [REDACTED] and [REDACTED] are similarly situated as providers of commercial aeronautical services. Treating one applicant as exempt while holding another in a lengthy review demonstrates the unequal application of airport rules, precisely the type of discriminatory treatment prohibited by Grant Assurances 22 and 23. While UCM's June 24 CAP cites the creation of an online application portal and FAQ, inconsistent treatment appears to continue. On July 25, 2025, Mr. [REDACTED] application was again returned as "not required," contrary to FAA's June 10 instruction that all such uses must be processed uniformly. A public-facing portal alone does not cure this deficiency.
- FAA also acknowledges that as of August 13, 2025, UCM updated its website to include threshold questions for determining when a Commercial Operations Vendor Agreement is required. This additional transparency is a positive step and appears consistent with the airport's published Rules and Regulations. However, the continued exemption of Mr. [REDACTED] demonstrates that the revised process is not being applied uniformly. A website update without consistent application across all users cannot satisfy the grant assurance obligations.
- **Preferential Treatment of UCM Entities**
 - UCM conducts commercial operations under the very definitions contained in Skyhaven's Rules and Regulations and reinforced by the threshold questions for the commercial vendor application. Flight instruction through the University's Flight School constitutes transactional commerce, as students pay tuition and fees in exchange for aeronautical services. Likewise, aircraft maintenance performed in the UCM Maintenance Hangar—whether for University aircraft or for the public through its FAA Certified Repair Station—qualifies as a commercial aeronautical activity. These operations place UCM in the same category as other commercial entities at Skyhaven and therefore **similarly situated** for purposes of applying airport rules and agreements. Accordingly, the University is acting as a commercial aeronautical operator and must be subject to the same agreements, obligations, and conditions as all similarly situated entities at the airport. FAA's June 3 letter concluded: "This exemption creates unequal treatment compared to public users, violating Grant Assurance 22, Grant Assurance 23, and potentially Grant Assurance 24."
 - UCM's CAP cites insertion of policy language in its Rules and Regulations (completed June 24) and the planned implementation of financial tracking codes (due September 24). While FAA's Revenue Use Policy does allow sponsors to apply nominal rates to post-secondary educational institutions such as UCM, policy statements and prospective accounting measures alone do not establish compliance. FAA requires documented evidence—executed agreements, leases, or equivalent instruments—demonstrating that UCM's Flight School and

Maintenance operations are subject to the same obligations, conditions, and transparent accounting as public users, even where nominal rates are applied.

- FAA has also been informed that UCM may have entered into a development agreement at Skyhaven Airport. Because such agreements can impact airport access, land use, and competitive rights, this agreement must be treated the same as any other commercial arrangement and is subject to review for consistency with federal grant assurances. FAA requires that UCM provide a complete copy of the executed development agreement, along with all related terms, to ensure that it does not grant exclusive rights, provide preferential treatment, or otherwise conflict with Grant Assurances.

- **After-Hours Maintenance**

- FAA's June 3 letter noted: "New reports of after-hours commercial activities in UCM facilities suggest ongoing discriminatory treatment under Grant Assurance 22 and Grant Assurance 23."
- UCM's CAP commitments (signage by July 15, syllabi language by August 1, and installation of a video surveillance system) are noted. The CAP also includes an enforcement provision in the revised Rules and Regulations prohibiting unauthorized commercial aviation maintenance. However, FAA requests demonstration that these enforcement mechanisms are being actively applied—such as documentation of monitoring, reports of investigations, or confirmation that penalties are available and enforced under the updated Rules.

FAA further notes that UCM's CAP table listed an implementation date of **January 2, 2025** for the security system, a date already past at the time of submission. UCM must update its CAP to provide a realistic and verifiable completion date for the security system and ensure that all corrective action deadlines reflect actual implementation schedules.

- FAA also notes the current language on UCM's Skyhaven Airport website, which states: "*NOTE: The UCM Department of Aviation operates a high-quality FAA Certified Repair Station on the field. A range of maintenance/inspection services may be available on a workload permitting basis.*" By advertising that maintenance and inspection services are available, UCM is holding itself out as a commercial aeronautical service provider to the public. As such, UCM's Repair Station must be subject to the same requirements, agreements, and conditions as any other commercial operator at the airport. To comply with Grant Assurances 22 and 23, UCM must include its own Flight School and Repair Station in the same commercial licensing and agreement framework applied to outside businesses, rather than exempting itself. FAA therefore requires that the revised CAP include executed agreements, leases, or equivalent documentation covering UCM's Repair Station and Flight School operations on terms consistent with those imposed on other commercial entities.

Required Corrective Actions

As outlined in FAA's **April 15, June 3, and June 17, 2025 letters**, and reinforced by the deficiencies in UCM's June 24 CAP, UCM must provide:

- A **transparent, timely process** for Commercial Operations Vendor Agreements, applied uniformly to all applicants (e.g., 30-day review timelines, clear criteria, and approval procedures).
- **Uniform application of Skyhaven's Rules and Regulations and all agreements to all similarly situated entities** — including UCM's Flight School, FAA Certified Repair Station, independent A&P mechanics, university departments, hangar and land developers, and any other commercial service providers. All must be subject to the same requirements, obligations, rates, and conditions as public users.
- **Documentation demonstrating consistent treatment of applicants**, including the resolution of the disparity identified in the June 3 FAA letter, where Mr. [REDACTED] applications were returned as "not required" while Mr. [REDACTED] application remained pending without a clear process or timeline. FAA requires proof that all applicants engaged in comparable commercial activities are processed and treated consistently.
- **Enforcement mechanisms** to prevent unauthorized after-hours maintenance, including monitoring protocols and penalties for non-compliance. FAA further requires UCM to update its CAP to correct the erroneous **January 2, 2025** implementation date listed for the security system and provide a realistic, verifiable completion date.
- **Evidence of implemented corrective measures**, such as executed agreements for [REDACTED] UCM entities, and all other commercial ventures, revised rules, and compliance monitoring reports.
- **Copies of all executed commercial agreements, contracts, and licenses issued by Skyhaven Airport** (including Commercial Operations Vendor Agreements, leases, Airport Building and License Agreements, development agreements, temporary maintenance waivers, and any other agreements with UCM or outside parties) to verify the uniform application of rules and compliance with grant assurances.
- **Executed agreements, leases, or equivalent documentation covering UCM's own Flight School and FAA Certified Repair Station.** Because UCM conducts commercial aeronautical activities by definition under Skyhaven's Rules and Regulations and threshold vendor application criteria, these operations must be subject to the same requirements and conditions as all other commercial operators at the airport.

FAA Assessment of CAP

FAA acknowledges incremental progress, including online application development, revisions to Rules, and preparation of an agreement for Mr. [REDACTED] —but the June 24 CAP does not satisfy the required corrective actions. Most critically, UCM has not provided documented evidence of uniform application of agreements to all entities, including its own Flight School and Maintenance programs. Nor has UCM submitted the required copies of all licenses and waivers. UCM's CAP reflects a recurring theme: that unilateral policy statements are sufficient to prove compliance. FAA requires objective evidence that rules are applied consistently, without

preference to UCM. FAA is not second-guessing UCM's management judgment; FAA is requesting proof that the sponsor's practices meet the legal obligations tied to federal funding.

Conclusion

FAA acknowledges UCM's recent update, including the appointment of an airport manager. We recognize the value that experienced leadership can bring to Skyhaven Airport, and we look forward to working with the new airport manager as UCM addresses its federal obligations. That said, compliance is demonstrated through consistent application and documented evidence, not policy statements or future intentions. Accordingly, FAA is directing UCM to submit a revised Corrective Action Plan by **September 15, 2025**, for our review and acceptance. **This revised CAP must include a timeline for completion of all outstanding items.** Until corrective actions are fully implemented and documented, FAA reserves the right to impose special grant conditions, including zero-pay status and the withholding of discretionary funds, to protect federal investments. If all items identified in the approved CAP are not resolved to FAA's satisfaction by **October 15, 2025**, the FAA will withhold future discretionary funding.

Sincerely,

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