



REDEFINING WHAT'S POSSIBLE

Department of Aviation
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November 11, 2025

Rodney Joel, Director Rodney.joel@faa.gov
Angela Muder, Compliance Specialist Angela.Muder@faa.gov

Federal Aviation Administration
Office of Airports
901 Locust, Room 364
Kansas City, MO 64106

Re: Corrective Action Plan for Informal Complaint Received October 14, 2024.

Dear Mr. Joel and Ms. Muder,

I am writing to document UCM's ongoing progress regarding the Corrective Action Plan in accordance with the FAA's instructions, which requires a bi-weekly report on progress.

UCM is in receipt of your letter November 7, 2025, asking for further clarification and documentation regarding UCM's compliance efforts. This response will address new updates and some of the requested information. UCM will need additional time to respond to some of the requests and have noted which requests require more than one business day to review.

Item 1 Corrective Action

UCM is reviewing the FAA's request to modify the Rules and Regulations and Standards for Commercial Aeronautical Operations. Please point us to which FAA regulation or other guidance requires airports to obtain CVAs for all commercial aeronautical activity. This request is a change from previous conversations UCM's counsel has participated in with the FAA and FAA past correspondence centering around the implementation of CVAs for dedicated space at Skyhaven. Additionally, UCM has concerns that this request for CVAs encompassing any and all commercial activity is unfeasible. To better understand the request and what is required of UCM, UCM is asking for time to review the FAA rule associated with the request, once provided. UCM would also be happy to host a meeting in order to discuss this request and receive clarity.

Item 2 Corrective Action

Like Item 1, UCM needs additional time to address this requested information from the FAA's November 7th letter. UCM's assessment of the FAA Item 1 will impact UCM's response to Item 2.

UCM agrees that individuals who are conducting DPE flights outside the scope of their UCM employment are engaged in commercial aeronautical activity. While UCM reviews the FAA's request that all commercial aeronautical activity, regardless of if the operator is occupying designated space to the exclusion of others, requires a CVA, the Airport has provided publicly available spaces for all DPEs to conduct their check rides.

We have made available to the public four public use offices that can be utilized by FAA Designated Pilot Examiners, space that adheres to ORDER 8900.2 CHG 1 Section 2-7c., Page 7-15. Test Environment, which states:

The examiner must conduct the oral portion of the practical test in a private area free from distractions. The examiner must give the applicant his/her undivided attention during the test and ensure that any discussion of test results with the applicant is in private. However, by mutual agreement from both the applicant and the examiner [emphasis added: both the applicant and the examiner must agree], the applicant's flight instructor or the school's chief instructor or assistant chief may be allowed to be present during the practical test.

These public use offices are also available to anyone else requiring a quiet public use space free from distractions.

Item 3 Corrective Action

Attached you will find Amendment 1 to The Ground Lease, entered into by and between the University of Central Missouri (the "University" or "UCM") and [REDACTED], to incorporate UCM Skyhaven's Commercial Operations Vendor Agreement. The original Ground Lease was entered into and executed prior to the Part 13 CVA discussions with the FAA. The original Ground Lease is a CVA and established a fee structure for commercial operations, lease of property, and building of hangars. Amendment 1 is not a new CVA but an amendment to the original documentation which is why it does not address a fee structure. The original Ground Lease with [REDACTED] has always related to use of that space for a specific commercial aeronautical purpose and the rent was negotiated with the tenant from the start as to a commercial operation, thus the fee in the Amendment 1 simply refers back to the fee already stated in the Ground Lease, which is currently \$10,200 per year as shown in the documents previously provided to the FAA.

Item 4 Corrective Action

Hangar B-11 is not a hangar designated for UCM use. It is a publicly available hangar and is currently occupied by [REDACTED]. His License Agreement was executed on October 15, 2025, for the purpose of storing/parking Cessna 170-B N 4477B. Moreover, the FAA requested an explanation for an alleged delay in processing a hangar co-registration request from July 29, 2025. Upon reviewing all correspondence, I found no “co-registration request” for Hangar B-11 .

However, on October 25, 2025, I received a request from Mr. [REDACTED] requesting to “assign/sublet” Hangar C-23 with Mr. [REDACTED]. This request was originally made to the former Airport Manager, Mr. Chris Holland on July 29, 2025. After review, I emailed Mr. [REDACTED] and Mr. [REDACTED] on October 29, 2025, requesting Mr. [REDACTED] visit the office and amend his License Agreement to reflect a different aircraft N427F and accompanying insurance. In that request, I also requested Mr. [REDACTED] provide insurance certificates for his aircraft N1511, N777KP and N8967T, which would be occupying the hangar space. I have yet to receive a visit from Mr. [REDACTED] or any of the insurance certificates requested. As for the sublicense request, one is not necessary. If Mr. [REDACTED] chooses to allow Mr. [REDACTED] to store one of his aircraft, N1511, N777KP or N8967T, in his Hangar C-23 when his aircraft N427F is not occupying his hangar, that is at Mr. [REDACTED] discretion if Mr. [REDACTED] wants to maintain control of the space and access. However, if Mr. [REDACTED] wishes to relinquish his rights to the hangar, UCM would follow the established procedure for Mr. [REDACTED] to vacate the hangar and contact the next individual on the waitlist for hangar use, which would not be Mr. [REDACTED]

Attached you will find the following per your request.

- Skyhaven Airport Public Hangar Wait List.
- Skyhaven Hangar Inventory

Conclusion

UCM will upon receipt evaluate and respond to any information provided regarding Item Number 1 above. UCM will continue to provide updates to the CAP on a bi-weekly basis for review by the FAA. UCM will assess and review the remaining requests made by the FAA and provide an update on November 25, 2025, following the two-week schedule.

Our continued goal is to ensure that everyone operating at RCM is being treated fairly and equitably. We will continue to collaborate closely with the FAA Office of Airports to finalize the Corrective Action Plan and look forward to continuing close collaboration beyond.

We look forward to finalizing the Corrective Action Plan and continuing positive working relationships with all our airport users.

Thank you again for your partnership in supporting the success of Skyhaven Airport.

Please let me know if you have any questions or would like to discuss further.

Respectfully,

Robert W. Little

Robert W. Little, C.M.
Airport Manager
University of Central Missouri
Max B. Swisher Skyhaven Airport
Office: (660) 543- 4916 rlittle@ucmo.edu

SKYHAVEN AIRPORT HANGAR WAITLIST

| DATE ADDED | SPOT # | NAME |
|------------|--------|------------|
| 10/24/2017 | 1 | [REDACTED] |
| 8/23/2018 | 2 | [REDACTED] |
| 3/26/2019 | 3 | [REDACTED] |
| 2/10/2020 | 4 | [REDACTED] |
| 3/15/2020 | 5 | [REDACTED] |
| 6/8/2020 | 6 | [REDACTED] |
| 10/14/2020 | 7 | [REDACTED] |
| 11/10/2020 | 8 | [REDACTED] |
| 11/10/2020 | 9 | [REDACTED] |
| 3/1/2021 | 10 | [REDACTED] |
| 3/9/2021 | 11 | [REDACTED] |
| 11/8/2021 | 12 | [REDACTED] |
| 5/9/2022 | 13 | [REDACTED] |
| 10/25/2022 | 14 | [REDACTED] |
| 10/31/2022 | 15 | [REDACTED] |
| 10/4/2022 | 16 | [REDACTED] |
| 1/25/2023 | 17 | [REDACTED] |
| 5/18/2023 | 18 | [REDACTED] |
| 5/31/2023 | 19 | [REDACTED] |
| 3/1/2024 | 20 | [REDACTED] |
| 5/8/2024 | 21 | [REDACTED] |
| 9/20/2024 | 22 | [REDACTED] |
| 11/14/2024 | 23 | [REDACTED] |
| 6/2/2025 | 24 | [REDACTED] |
| 7/30/2025 | 25 | [REDACTED] |
| 10/20/2025 | 26 | [REDACTED] |
| 10/29/2025 | 27 | [REDACTED] |

| Building A | |
|----------------|-------------------|
| Hangars | Customers |
| Big Hangar - 3 | UCM Flight School |
| Hangar 1 | UCM Flight School |
| Hangar 2 | UCM Flight School |
| Hangar 3 | UCM Flight School |
| Hangar 4 | UCM Flight School |
| Hangar 5 | UCM Flight School |
| Hangar 6 | UCM Flight School |
| Hangar 7 | UCM Flight School |
| Hangar 8 | UCM Flight School |
| Hangar 9 | UCM Flight School |
| Hangar 10 | UCM Flight School |

| Building B | |
|------------|-------------------|
| Hangars | Customers |
| Hangar 11 | |
| Hangar 12 | |
| Hangar 13 | UCM Flight School |
| Hangar 14 | UCM Flight School |
| Hangar 15 | |
| Hangar 16 | |
| Hangar 17 | |
| Hangar 18 | |
| Hangar 19 | |
| Hangar 20 | |

| Building C | |
|------------|--|
| Hangars | Customers |
| Hangar 21 | |
| Hangar 22 | UCM Flight School |
| Hangar 23 | |
| Hangar 24 | UCM Flight School |
| Hangar 25 | |
| Hangar 26 | |
| Hangar 27 | Aircraft Maintenance (for rent by agreement) |
| Hangar 28 | |
| Hangar 29 | |
| Hangar 30 | |

| Open T-Hangars East Building (E) | |
|----------------------------------|-------------------|
| Hangars | Customers |
| Hangar E-1 | |
| Hangar E-2 | UCM Flight School |
| Hangar E-3 | |
| Hangar E-4 | UCM Flight School |
| Hangar E-5 | |

| Open T-Hangars West Building (W) | |
|----------------------------------|-------------------|
| Hangars | Customers |
| Hangar W-6 | |
| Hangar W-7 | |
| Hangar W-8 | |
| Hangar W-9 | |
| Hangar W-10 | UCM Flight School |
| Hangar W-11 | UCM Flight School |

**AMENDMENT 1 to GROUND LEASE, INCORPORATING
COMMERCIAL OPERATIONS VENDOR AGREEMENT**

THE GROUND LEASE entered into by and between the University of Central Missouri (the “University” or “UCM”) and [REDACTED], (“Tenant” or “Business Owner”) (collectively, the “Parties”) effective October 1, 2024 (“the 2024 Agreement”), is hereby modified as follows, to incorporate UCM Skyhaven’s Commercial Operations Vendor Agreement:

WHEREAS, Tenant is engaged in Commercial Aeronautical Activity at Skyhaven airport as previously documented in the 2024 Agreement and, since signing the 2024 Agreement, UCM has revised its Airport Rules and Regulations and adopted Minimum Standards for Commercial Aeronautical Operations applicable to commercial operations at Skyhaven Airport and Tenant is a Commercial Operator and Business Owner under this Amendment,

WHEREAS, THIS COMMERCIAL OPERATIONS VENDOR AGREEMENT (the “Vendor Agreement”) is dated as the Effective Date by and between the Parties regarding the operation of the aviation related commercial business set forth in the 2024 Agreement.

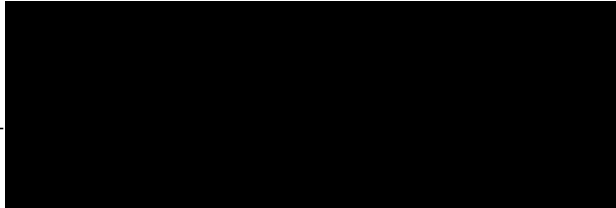
NOW THEREFORE, in consideration of the fee agreed to, the mutual covenants contained herein, and other good and valuable consideration, the Parties hereto agree to amend the 2024 Agreement through adoption of the following terms:

1. Basic Vendor Agreement Terms. Each of the capitalized terms below shall have the respective meanings given below when used throughout this Vendor Agreement. The capitalized and basic Vendor Agreement terms described below are an integral part of this Vendor Agreement and shall be given effect as indicated by the parties. To the extent this Amendment conflicts with the 2024 Agreement, the terms of this Amendment 1 shall govern. The Parties acknowledge that the 2024 Agreement states “No other commercial business shall be conducted at the Premises other than [Business Owner’s] rental of hangars to subtenants for storage of planes,” and that this Vendor Agreement expressly confirms Tenant’s approval to rent hangars for plane storage for the duration of the Term as defined in Section 1.(c) of the 2024 Agreement, but does not authorize Business Owner to conduct any other type of commercial activity on the Premises.

- | | | |
|-----|-------------------------|---|
| (a) | <u>Effective Date</u> : | Shall be the first of the month following last signature below. |
| (b) | <u>Premises</u> : | See Section 1.(b) of the 2024 Agreement. |
| (c) | <u>Term</u> : | See Section 1.(c) of the 2024 Agreement. |

(d) Airport Sponsor Name and Address: The University of Central Missouri
PO Box 800
Warrensburg, MO 64093
Attention: Office of General Counsel
E-mail: ogc@ucmo.edu

(e) Business Owner/Commercial Operator's Name and Address:



2. Premises. See Section 2 of the 2024 Agreement.
3. Term. See Section 3 of the 2024 Agreement.
4. Fee. See Section 4 of the 2024 Agreement.
5. Taxes. See Section 6 of the 2024 Agreement.
6. Repairs and Maintenance. See Section 7 of the 2024 Agreement.
7. Buildings and Facilities. The Business Owner acknowledges and agrees to section 3-5. Buildings and Facilities of the Procedure and Requirements for Commercial Operation as stated in the Airport Rules and Regulations.
8. Inspection and Other Entry. See Section 9 of the 2024 Agreement.
9. Assignment and Subletting. See Section 11 of the 2024 Agreement.
10. Insurance. See Section 12 of the 2024 Agreement.
11. Condemnation. See Section 13 of the 2024 Agreement.
12. Default; Remedies. See Section 14 of the 2024 Agreement.
13. Compliance with Laws, Rules and Regulations. Business Owner acknowledges and agrees to comply with section 1-4. Legal Responsibility and Compliance, section 2-4. Safety and Compliance, and section 3-7. Legal Compliance, as stated in the Airport Rules and Regulations. Business Owner shall not release any Hazardous Materials on or about the Premises except for Hazardous Materials routinely used in the ordinary course of business in compliance with Airport Rules and Regulations.
 - a. Business Owner hereby does and shall indemnify, defend, release, discharge and hold harmless UCM from any loss, claim, demand, suit, judgment, liability, settlement, cost or expense including, without limitation, attorneys' fees, court costs, consultant fees, expert fees, penalties, fines, removal, clean-up, transportation, disposal and/or restoration expenses incurred or imposed on UCM, arising out of, caused by or related to

Business Owner's violation or breach of its covenants set forth in this Section, any contamination of the Premises or release of Hazardous Materials on or about the Premises during the Term, and any violation of the Airport Rules and Regulations during the Term.

- b. Without limitation, the term "Hazardous Material" shall mean those substances, materials and wastes: (a) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances" or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; (b) included within the definitions of "Hazardous Materials", "hazardous materials", "toxic substances", "solid waste", "pollution", "wastes" and "hazardous wastes" in any state Statutes, and in the regulations promulgated pursuant to said laws or any replacement thereof; (c) those substances listed by the United States Department of Transportation or by the Environmental Protection Agency and any other governmental entity as Hazardous Materials or materials; or (d) which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations.
- c. Business Owner's obligations under this Section shall survive the expiration or sooner termination of this Vendor Agreement.

14. Aeronautical and Airport Provisions. See Section 17 of the 2024 Agreement.

15. Lien. See Section 18 of the 2024 Agreement.

16. Surrender. See Section 19 of the 2024 Agreement.

17. Subordination. See Section 20 of the 2024 Agreement.

18. Quiet Enjoyment. See Section 21 of the 2024 Agreement.

19. Miscellaneous.

- a. Addendum. This Vendor Agreement shall be an addendum to the Business Owner's current Ground Lease.
- b. Successors and Assigns. This Vendor Agreement shall be binding upon the parties and their respective successors and assigns, subject to the restrictions on assignment and subletting as set forth in Section 9 hereof.
- c. Counterparts and Facsimile Execution. This Vendor Agreement may be executed by facsimile or .pdf e-mail and in counterparts, in which such case, such faxed or e-mailed signatures shall be deemed originals and all such counterparts, when taken together, shall be deemed a single instrument.
- d. Notices. Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to such party who is entitled to receive such notice

at such party's address or e-mail address as set forth in Section 1 hereof (which such address or e-mail address may be changed by the giving of notice to the other party in accordance with the terms hereof). Such notice shall be deemed to have been given and received and to be effective for the commencement of any time period which commences or expires with the giving or receiving of notice as follows: (i) on the day which such notice is sent by e-mail, if the sender or giver of the notice has received electronic verification that the e-mail has been received by the recipient and the notice is also sent, at sender's cost, by overnight delivery with a nationally recognized overnight courier service; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for overnight delivery with a nationally recognized overnight courier service, specifying next day delivery; or (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.

- e. Time. See Section 23(d) of the 2024 Agreement.
- f. Force Majeure. See Section 23(e) of the 2024 Agreement.
- g. Construction. The language used in this Vendor Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. All terms and words used in this Vendor Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Vendor Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the correct number and gender. The captions and the sections of this Vendor Agreement are inserted only as a matter of convenience and for reference and in no way confine, limit or describe the scope or intent of any section of this Vendor Agreement, nor in any way affect this Vendor Agreement.
- h. Severability. If any term, covenant or condition of this Vendor Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Vendor Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Vendor Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i. Integration. This Vendor Agreement represents the entire Vendor Agreement between the parties and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are merged into and integrated into this Vendor Agreement and superseded hereby.
- j. Amendment and Waiver. No provision of this Vendor Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No waiver of any term, provision, breach or

default hereunder shall constitute or be construed as a waiver by any party of any other term or provision hereof or any prior or subsequent breach or default or of any breach or default of any other provisions of this Vendor Agreement.

- k. Further Assurances. The parties hereto agree, from time to time, to execute, deliver and furnish, or cause to be executed, delivered and furnished, such documents as may be reasonably necessary to fully consummate and effectuate the transactions contemplated under this Vendor Agreement.
- l. Attorney's Fees. In the event of any dispute or litigation arising out of this Vendor Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses including reasonable attorneys' and legal fees and expenses.
- m. Governing Law. This Vendor Agreement and the terms, provisions and conditions hereof shall be governed by and construed and enforced in accordance with the internal laws of the state in which the Premises are located (without giving effect to the conflicts of law provisions thereof).
- n. Holdover. See Section 23(m) of the 2024 Agreement.
- o. Waiver of Jury Trial. See Section 23(n) of the 2024 Agreement.
- p. Venue. See Section 23(o) of the 2024 Agreement.
- q. Casualty Loss or Cessation of Airport Operations. If, during the Term of this Vendor Agreement, the airport facility operated by UCM adjacent to the Premises is so damaged by a casualty event such as storm, fire, or other natural disaster, terrorist event, or other unforeseen circumstance as to render it unusable for air traffic for more than fourteen (14) consecutive days, or air traffic is otherwise required by UCM, MODOT, FAA, or other regulatory body with appropriate jurisdiction, to be ceased for more than fourteen (14) consecutive days for routine or necessary maintenance such as runway refurbishment, then rent shall abate for the length of time such period of unusability continues, provided, however, that if such period continues for more than 365 days, Business Owner shall have the right to terminate this Vendor Agreement.
- r. Casualty Loss of Business Owner's Improvements. See Section 23.(q) of the 2024 Agreement.
- s. UCM Liability. The term "UCM" as used in the Vendor Agreement, so far as covenants or agreements on the part of UCM are concerned, shall be limited to mean and include only the owner or owners of UCM's interest in this Vendor Agreement and Premises at the time in question, and in the event of any transfer or transfers of such interest, the UCM herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of UCM contained in this Vendor Agreement thereafter to be performed. Nothing herein shall limit or restrict UCM's right to convey, assign or transfer the Vendor Agreement or the

Premises, or any part thereof. UCM's liability under this Vendor Agreement is limited to UCM's interest in the Premises and any obligations or liability of UCM under this Vendor Agreement shall be satisfied solely from the proceeds and income of the Premises.

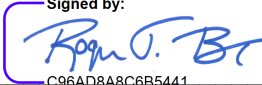
- t. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- u. PATRIOT ACT. See Section 23(t) of the 2024 Agreement.
- v. Authority. Each of the undersigned parties represent and warrant to the other party that each such party is authorized to execute, deliver and perform the terms of this Vendor Agreement without the consent of any third party not obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Vendor Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

UNIVERSITY OF CENTRAL MISSOURI: BUSINESS OWNER:

The UNIVERSITY OF CENTRAL MISSOURI



Signed by:
By:  November 5, 2025
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Roger J. Best, PhD
President, University of Central Missouri

