



December 2, 2024

**VIA: EMAIL**

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Airports Division

Central Region

Federal Aviation Administration

901 Locust Street, Rm. 364

Kansas City, MO 64106-2325

RE: [REDACTED] . *University of Central Missouri – Skyhaven Airport –*  
Response to UCM’s Response to Informal Complaint pursuant to 14 C.F.R. Part 13

Dear Ms. Muder and Ms. Walter,

On behalf of our clients [REDACTED]

[REDACTED] who are airport hangar tenants of Skyhaven Airport (KRCM) (“Skyhaven”) in Warrensburg, Missouri, we are submitting a Response to the University of Central Missouri’s (“UCM”) Response dated November 12, 2024 (“Response”) to their 14 CFR Part 13 Complaint dated Oct. 14, 2024 (“Complaint”) against UCM regarding multiple violations of the Airport Improvement Program (AIP) State Block Grant Assurance program under FAA Order 5100-38D *Airport Improvement Program Handbook*, FAA Order 5190.6B *Airport Compliance Manual*, and 14 C.F.R. 156.7 by the University of Central Missouri (“UCM”) as the airport owner and manager of Skyhaven.

Our clients would like to take this opportunity to:

**I. Respond to Specific Claims by UCM in its Response;**

**II. Propose Changes to the Organizational Documents:**

- a. **Skyhaven Minimum Standards** (such as they can be said to currently exist) - **Exhibit A,**<sup>1</sup>
- b. **Hangar License Agreement - Exhibit B,**<sup>2</sup>
- c. **Commercial Vendor Agreement - Exhibit C;**

**III. Provide Additional Information to the FAA**

As noted in the *AIP Sponsor Guide -100* for the Airports Division Central Region:

“Airport owners and operators who accept a federal grant are obligated to maintain and operate their facility in a safe and efficient manner. Acceptance of the grant also invokes certain conditions and assurances for which the sponsor must comply. These conditions and assurances become binding contractual obligations between the sponsor and the United States.” *AIP Sponsor Guide - 100*, Airports Division Central Region, 100-5 (January 2018), [https://www.faa.gov/sites/faa.gov/files/airports/central/aip/sponsor\\_guide/0100.pdf](https://www.faa.gov/sites/faa.gov/files/airports/central/aip/sponsor_guide/0100.pdf)

It is the sincere desire of the Skyhaven tenant group, whom we represent, to return to the mutually beneficial relationship with Skyhaven Airport and UCM they have historically enjoyed, and which they have worked hard to create over the previous decades, without resorting to a protracted and litigious conflict regarding the contractual obligations of UCM to the FAA. It is with this in mind that we respectfully submit the above-mentioned proposed documents which we believe represent both ready solutions to the issue of grant assurance violations by UCM and a good faith attempt by the tenant group to work with, and not in opposition, to the university.

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<sup>1</sup> Also see **Exhibit Q** – Proposed Minimum Standards – Clean Copy. All page number in TOC are to this version.

<sup>2</sup> Also see **Exhibit R** – Proposed Hangar License Agreement – Clean Copy.

**I. Responses to Specific Claims by UCM.**

**a. UCM's "Rules and Regulations" were not being followed as the equivalent to Minimum Standards; UCM has no Minimum Standards in place.**

In its Response UCM claims that "Like all airport sponsors, UCM has rule and regulations in place for the safety and efficiency of the public and its licensees." Response, 4. However the "RCM Rules and Regulations 2011" document presented as the equivalent to Minimum Standards in the Response is first off adhered to neither as a matter of policy nor in fact and secondly, after even a cursory examination of its terms and conditions is made, shown to be clearly out of date. *See* Response Exhibit A. As a recipient of FAA AIP grants UCM is required to establish and comply with published Minimum Standards.

AC 150/5190-8, *Minimum Standards for Commercial Aeronautical Activities*, states:

"The airport sponsor's purpose in imposing standards is to ensure a safe, efficient and adequate level of operation and services is offered to the public. Such standards *must be reasonable and not unjustly discriminatory*. In exchange for the opportunity to engage in a commercial aeronautical activity, an aeronautical service provider engaged in an aeronautical activity agrees to comply with the minimum standards developed by the airport sponsor." AC 150/5190-8, *Minimum Standards for Commercial Aeronautical Activities*, 12/72023, para. 1.1.1 [emphasis added].

Typically, Advisory Circulars are just that, advisory in nature, and not binding regulation. But as the Central Region *AIP Sponsor Guide* notes, "Unless incorporated by regulation or binding agreement, standards and guidelines presented in an Advisory Circular are generally non-regulatory in nature. **HOWEVER**, as a condition of receiving an AIP grant, sponsors are bound to adhere to the standards and guidelines established within the Advisory Circulars specifically identified in the attachment to the grant agreement." *AIP Sponsor Guide*, 100-6 [emphasis in the original].

UCM presents documents that imply it possesses Minimum Standards as required by regulation yet operates the Skyhaven Airport in an ad hoc manner and with wide divergence in policy and treatment between different tenants. As an example, the Hangar License Agreement

put forward to tenants clearly states in Article 4, cl. 2. that “Aircraft fueling may only be performed in accordance with UNIVERSITY Rules and Minimum Standards, as amended from time to time.” Complaint, Exhibit A, UCM Hangar License Agreement (2024) with Letter - [REDACTED] - C29. However, when a request was made on Oct. 7, 2024, by Complainant [REDACTED] for a copy of the UNIVERSITY Rules and Minimum Standards, he was told by Airport Manager Chris Holland that UCM simply uses “utilizes the NFPA [National Fire Protection Association] 407 and Advisory Circular 150/5230-4c as the rules and minimum standards for aircraft refueling.” **Exhibit D**. These might be appropriate reference as to *what* is required of UCM, but they do not explain *how* UCM intends to meet the requirements. Conversely, on Oct. 16, 2024, when Amy Walter, FAA Land Specialist, asked UCM in regard to the same Article 4 clause to “please provide a copy of these Rules and Minimum Standards for review for grant assurance compliance,” UCM instead provided in its Response on Nov. 12, 2024, an entirely new document labeled “RCM Rules and Regulation, 2011.” **Exhibit E**; Response Exhibit A. Tellingly no previous communication had referenced this document prior to UCM’s Response to the FAA.

In sum, what is evidenced by this exchange is that on a daily basis UCM operates Skyhaven without reference to any Minimum Standards. The lack of Minimum Standards is in our belief the proximate cause of all subsequent issues as between UCM and all of its tenants, to include our clients. The Advisory Circular notes that “Once the airport sponsor has established minimum standards, it should apply them objectively and uniformly to all similarly situated on-airport aeronautical service providers.” AC 150/5190-8, para. 1.1.2. “The failure to do so may result in a violation of the prohibition against exclusive rights and/or a finding of unjust economic discrimination for imposing unreasonable terms and conditions for airport use.” *Id.* Here it is only by chance that the ad hoc manner of business has not resulted in more grant assurance violations than already in evidence.

In order to prevent future issues and in order to encourage a good faith resolution of this Complaint we respectfully submit a draft version of proposed RCM Minimum Standards based upon the “Rules and Regulations 2011” document originally proffered by UCM but revised to meet the grant assurance obligations. *See Exhibit A*. A summary of changes to the “Rules and Regulations 2011” is provided in Section III.

**b. Complainants counsel only declined to negotiate prior to UCM's Response to avoid piecemeal solutions to systemic problems.**

UCM alleges in its Response that "Complainant's counsel has repeatedly declined UCM's efforts to resolve these issues informally . . . and filed the present Complaint without making any contact with UCM beforehand." Response, 4. Both assertions are false.

Complainant's counsel did reject the premature efforts of UCM to negotiate a piecemeal solution to the commercial use, self-fueling, and hangar license issues in the pursuit of systemic change through the implementation of real Minimum Standards by UCM. But nonetheless did so only after making good faith attempts to reconcile the issues with the "Maintenance Hangar Agreement" waiver offered by UCM's full-time inhouse counsel. Our clients ended the discussions only when it became apparent that the waiver was being used merely as an attempted wedge between members of the Complainant group. *See e.g.* UCM Response, Exhibit J, pg. 4, Email Oct. 29, 2024, from [REDACTED] to A. Walter (FAA), with L. Chapman and H. Weiss (UCM counsel) cc'd on email, (the email also noting that the use of the same license agreement since 2012 means that UCM has possibly been in violation of its AIP obligations for twelve years as opposed to merely one). Similarly, we informed UCM's hired outside counsel that we had no interest in pursuing "interim fixes and waivers" if those solutions were not "nested in a comprehensive, transparent, and uniform set of Minimum Standards." Response Exhibit D, pg. 1, Email Nov. 5, 2024, from [REDACTED] to M. Jones (UCM outside litigation counsel) and A. Walter (FAA). Far from failing to negotiate in good faith or simply stonewalling the opposition, our clients were in fact standing firm on principle, despite real threats to their livelihoods and real financial costs.

As to the second claim, Complainants counsel was under no obligation to communicate with UCM prior to filing an informal complaint. The possibility of legal or administrative actions from its tenants and licensees should have come as no surprise to UCM due to the steady stream of communication from all of its tenants and its involvement in a separate civil lawsuit with one of our clients, Complainant [REDACTED]. In fact, prior to filing the Complaint, Complainants [REDACTED] and [REDACTED] all communicated with UCM regarding the specific nature of their complaints regarding the Hangar License Agreement, but nonetheless still offered to make a prepayment of rent as earnest money to demonstrate their willingness to work with the UCM toward a good faith

resolution. **Exhibits F, G, H, I.** (the exhibits also demonstrate the lack of posted or uniform prices for the three similarly equipped hangars).

**c. UCM does prohibit maintenance operations on the airport, unless the prohibition is specifically waived under the “Limited Aircraft Maintenance Waiver.”**

UCM asserts that it “does not prohibit any commercial aviation at Skyhaven.” Response, pg. 7 [emphasis in the original]. “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.” *Id.* It also states that “at no point has UCM ever said that Complainants cannot conduct other aviation activities beyond storage and minor maintenance inside the hangars. This is patently false. A ban on commercial maintenance has been stated as both UCM official policy and prohibited in practice. Multiple requests to utilize commercial maintenance either in support of a flying club or as an independent Airframe & Powerplant (A&P) mechanic have been denied. Complainant [REDACTED] [REDACTED] who is the President of the Mighty Mules Flying Club (MMFC), had his request for maintenance flatly denied by Airport Manager Chris Holland. When asked whether it would be a violation to have maintenance performed by an A&P or IA, Mr. Holland replied on Oct. 1, 2024, “Yes it is a violation of the current license agreement. Please refrain from having maintenance done by A&P or IA in the hangar going forward.” **Exhibit J** (the same email is Complaint Exhibit G and UCM Response Exhibit E, but in UCM’s version Chris Holland’s response was redacted). This unjust discrimination against the MMFC led to Complainant [REDACTED] being forced to remove the airplane from Skyhaven in order to make it airworthy again, an unfortunate episode thankfully memorialized by UCM in its Response. *See*, Response Exhibit K.

Complainant [REDACTED] who is a licensed A&P, but also party to a lawsuit for damages against UCM, was denied a straight answer to his request to conduct commercial maintenance operations for several weeks. This is despite UCM’s knowledge that part of [REDACTED] livelihood is based upon his work as an A&P and the fact that he has several thousand dollars in tools and equipment at Skyhaven. UCM’s eventual response on Oct. 11, 2024, from Chris Holland was to refer [REDACTED] request to UCM General Counsel by way of his attorney. **Exhibit K.**

Curiously however, when [REDACTED] [REDACTED] another airport tenant whom we do not represent, required maintenance for his aircraft stranded at Skyhaven for want of maintenance –

an AOG (Aircraft On Ground) scenario – it was nevertheless [REDACTED] who was the choice of mechanic. In an attempt to paint themselves back out of their own corner, UCM devised a “Limited Aircraft Maintenance Waiver.” **Exhibit N.** But with no clear policy as to how it should be implemented, what the requirements were for the mechanic or the customer, or even what location was suitable for the maintenance, the result was that the aircraft and [REDACTED] were forced to sit on the ground for several weeks until a makeshift policy was devised.

**Exhibits L & M.** Ironically [REDACTED] was eventually the mechanic approved to perform the maintenance, but as per the agreement, only because it was an AOG situation and only for a single time. **Exhibit N.**

In its Response UCM attempted to solve this issue with a new “Maintenance Hangar Agreement” which would allow on-going commercial maintenance at Skyhaven, but only in hangar designated by Skyhaven, for the payment of an additional fee, and for a limited time. **Exhibit O.** This solution, while appearing reasonable at first glance, presents a host of practical issues, to include transportation of the damaged aircraft to the hangar, security of the aircraft during maintenance in a public hangar, security of the tools and equipment of the mechanic in a public hangar, and the location for storage of an aircraft awaiting parts in a partially disassembled state.

In sum the commercial maintenance prohibition was a violation of Grant Assurance 22.a. Regardless of how it was framed under UCM policy, the end result was the elimination of the ability of airport tenants to access maintenance on reasonable terms and in [REDACTED] case to provide maintenance without unjust discrimination. The maintenance situation at Skyhaven illustrates a macro-level issue related to the overall governance of the airport and UCM’s failure to establish clear policies, as well as micro-level issues related to the specific terms of the hangar license agreement and the ever-changing series of maintenance waivers. In order to prevent future issues, and in order to encourage a good faith resolution of this Complaint, we respectfully submit a draft version of proposed RCM Minimum Standards to remedy the systemic issues at Skyhaven on the macro-level. **Exhibit A.** (*see especially* Sec. 1 regarding appeals for discrimination against tenants and Secs. 6 and 7 regarding the right to maintain an aircraft). On the micro-level we respectfully submit a proposed revision to the Hangar License Agreement allowing maintenance on the premise of a licensee’s hangar in accordance with the proposed

Minimum Standards and a proposed Commercial Vendor Agreement allowing on-going commercial operations, to include aircraft maintenance, at a designated location, to include a licensee's hangar, in accordance with the proposed Minimum Standards. **Exhibits B & C.**

A summary of changes to the "Hangar License Agreement" is provided in Section III. It is our hope that by nesting the requirements into a properly organized system of documentation that the rights and interest of both parties may best be protected and the spirit of the AIP grant obligations met.

**d. UCM fails to explain how it is meeting OSHA, fire safety, building code, or sanitation considerations.**

UCM claims that its Hangar License Agreement restricts maintenance because "for safety reasons, UCM needs to know about the activities taking place within 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, pg. 4." Response, pg. 8. However similar to the self-fuel discussion referenced earlier, UCM is here stating *what* it must do and not *how* it is doing it or how the hangar license agreement allows them to meet their grant assurance obligations.

Here again the lack of clear Minimum Standards has UCM either creating policy ad hoc or justifying actions after the fact by referencing an overly broad standard. *See*, **Exhibit A.**

**e. UCM failed to explain how "market rate" for hangar rent was determined.**

UCM claims that it 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." Response, pg. 8. But it fails to explain what the "market rate" is or how the "market" for Warrensburg, a small regional airport in a rural area, was determined. Furthermore the evidence suggest that individual hangars are rented to licensees at varying rates to different individuals with no posting of a clear price.

Again the lack of Minimum Standard leaves UCM open to allegations of unfair practices, unjust discrimination, and even Revenue Diversion under Grant Assurance Obligation 25. In our proposed Minimum Standards a clear policy is posted regarding the availability and pricing of hangars at Skyhaven. **Exhibit A**, Secs. 2-19 and 2-20.



## **II. Proposed Changes Organizational Documents:**

### **a. Skyhaven Minimum Standards**

In order to avoid the systemic issues detailed above, the Complainants have revised the “RCM Rules and Regulations 2011” provided by UCM in its Response as Exhibit A so as to better protect the interests of both parties and ensure compliance with FAA Grant Assurance Obligations. It is hoped that by nesting the organizational documents of Skyhaven into a cohesive whole that the issues of inaccurate, inconsistent, or discriminatory policy application may be avoided.

Below is a summary of changes for items changed, added, or deleted. Please reference **Exhibit A** for the proposed Minimum Standards.

- 1-1 - Requirement for Minimum Standards to be approved by Governing Board and to be approved every 10 years.
- 1-2 – Definitions:
  - Added:
    - Commercial Business.
    - Disabled Aircraft.
    - Governing Board.
    - Hangar.
    - Hindrance.
    - Interference.
  - Changed:
    - FBO.
  - Removed:
    - Independent Contractor – replaced with “Commercial Business.”
    - Temporary Independent Contractor – replaced with “Commercial Business.”
- 1-4 – Liability – Change “Any person using the Airport and its facilities shall do so at their own risk, unless otherwise set forth by specific agreement” and removed indemnity for causes related to negligent or intentional acts on the part of the Airport.
- 1-9 – Governing Board – Addition of Governing Board for Airport Governance.

- 1-10 – Minimum Standard Review Committee – Addition of Committee to review Minimum Standards every ten (10) years.
- 2-11 - Use of Shop Areas – Note: appears to allow exactly what our Commercial Vendor Agreement covers.
- 2-19 – Addition of Hangar Allocation Clause.
- 2-20 – Addition of Financial Accounting Clause.
- 2-21 – Addition of Whistleblower Provision.
- 3-4 - Refusal of Airport Use – Changed to specify either NOTAM or written reason: far too broad. The FAA said this was the subject of separate complaints from other tenants.
- 3-5 - Closing of Airport – Addition of clause requiring “with reasonable notice.” – too broad. Also subject of separate complaints per FAA.
- 3-6 – Disabled (Damaged) Aircraft – Addition requirement of notice prior to towing. Removed “damaged aircraft” for being redundant.
- 3-6 - Additionally specify that airport still liable for negligence, intentional torts, or criminal acts.
- 3-7 –Repair of Aircraft – No change, but note it references provisions allowing commercial maintenance under License Agreement if Vendor Agreement signed.
- 5-6. i. – Changed to read that if the person is using the Mogas STC then only the aircraft needs to be grounded and not the fuel can as the appurtenance.
- Section 6 – Changed from GENERAL AVIATION FIXED BASE OPERATOR REQUIREMENTS to GENERAL AVIATION FIXED BASE OPERATOR AND COMMERCIAL BUSINESS REQUIREMENTS.
- 6-1 – Addition of Approval of Airport Manager required.
- 6-2 - Addition of Commercial Vendor Agreement.
- 6-3 - Addition of Application for Commercial Vendor Agreement Provisions.
- 6-4 - Addition of Notice of Cancellation.
- 6-5 - Addition of Right to Appeal.
- 6-6 - Addition of Anti-Discrimination Clause.
- 7-2 – Changed, “Commercial Operation Prohibited” to requiring compliance with the Commercial Vendor Agreement the same as a Commercial Business.

- 7-3 – Removed provisions for Independent Contractors and Temporary Independent Contractors – Replaced by Commercial Business.

**b. Hangar License Agreement**

The terms of the Hangar License Agreement were the proximate cause of the Part 13 Complaint. The principle point of dispute was the Commercial Maintenance Prohibition in Article 4, however other provisions and clauses were the source of complaints from both our clients and other tenants at Skyhaven.

Below is a summary of requested changes to the Hangar License Agreement, and general airport operations, based upon the request from the Complaint (pgs. 14, 15) and the current status of the items based upon UCM's Response in italics. Additional changes have been made to Articles 5, 6, 8 and 9 were made in order to properly nest the proposed Hangar License Agreement with the new proposed Minimum Standards. Please reference **Exhibit B** for proposed revisions to Hangar License Agreement.

**1. Article 4. Removal of commercial use prohibitions.**

- a. Implement a Published Minimum Standards for Commercial Aeronautical Activities in accordance with AC 150/5190-8, Minimum Standards for Commercial Aeronautical Activities.

- *UCM provided the "RCM Rules and Regulations 2011" as an attempt to meet this obligation of the AC and their AIP grant assurance obligations, however because of the reasons described in Section I, it is doubtful whether these Rules and Regulations are actually followed as a matter of policy or whether they would actually ensure compliance with the grant assurances.*
- Recommendation: Consider proposed revision to RCM Minimums Standards as a substitute. **Exhibit A**, proposed Minimum Standards.

- b. Removal of self-fueling prohibition. Article 4, cl. 2.

- *Removed. See changes in Response Exhibit G, the redlined version of the new license agreement, Art. 4, cl. 2. Self-fuel is no longer prohibited, but is required to be performed outside the hangar, which is likely a reasonable requirement.*

- c. Removal of commercial business restrictions to allow flight instruction, maintenance, aerial application, and other similar businesses. Article 4, cl. 2.
- *Removed in part. See Response Exhibit G, Art.4, cl. 4. UCM would like all maintenance to occur at designated hangars. For the reasons described above in Section I this requirement, while likely appearing reasonably at first glance, is actually impracticable due to security, liability and practical maintenance concerns.*
  - Recommendation: Consider adoption of Commercial Vendor Agreement, **Exhibit C**, which provides much greater day-to-day operational flexibility, while still allowing UCM to exercise its rights as AIP Sponsor provide a safe and efficient airport, and related provisions described in the proposed Minimum Standards and Hangar License Agreement **Exhibits A & B**.
- d. Addition of a third-party vendor agreement pursuant to UCM policy.
- *The Limited Aircraft Maintenance Waiver, **Exhibit N**, and the Maintenance Hangar Agreement, **Exhibit O** (Response Exhibit K) were attempts to meet the day-to-day reality of general aviation needs. However as detailed in the Terry Gostomski episode, **Exhibits L & M**, the impracticality of one-off agreements outweighs the advantage to UCM of being able protect its rights as AIP Sponsor while causing harm to the affected tenants through loss of use and potentially loss of revenue from their aircraft. Further, the designated hangar solution has all of the issues regarding safety and security of tools as described in Section I.*
  - Recommendation: Consider adoption of Commercial Vendor Agreement, **Exhibit C**, which provides much greater day-to-day operational flexibility, while still allowing UCM to exercise its rights as AIP Sponsor provide a safe and efficient airport, and related provisions described in the proposed Minimum Standards and Hangar License Agreement, **Exhibits A & B**.
- e. Removal of probation on hiring aircraft mechanics to assist owner conducted maintenance.

- *Removed in part, but only to the extent that an aircraft mechanic can be hired to assist owner conducted maintenance.*
- Recommendation: Same argument and solution as in subparts 1.c. and 1.d of this section.

**2. Article 7. Definition of “repair to substantially that condition prior to the date of loss” regarding liability of licensee for damage to the hangar.**

- *Not addressed in Response.*
- Recommendation: Add inspection provision and hold harmless agreement as described in Hangar License Agreement, **Exhibit B**, Article 7.

**3. Article 14.**

- a. Change or removal of demolition clause to 90-day notice instead of 30-day notice.
  - *Changed to 3-month notice by UCM, but simply not redlined in Response Exhibit G.*
- b. Provide a narrowed definition of “hindrance” under Article 14, cl. 1 as it applies to UCM as it currently appears to give overbroad rights based upon a undefined action on the part of tenants.
  - *Addressed, but not clarified other than to say that the term “hindrance” applies to the “developments or improvements.” However there is still no definition of what constitutes a “hindrance.” Furthermore, neither the accompanying term “interference” nor the additional terms “developments or improvements” are defined, making them similarly overbroad and liable to justify unreasonable, unjust, or discriminatory action by UCM.*
  - Recommendation: Add definition of “hindrance” and “interference” to Minimum Standards, *see* **Exhibit A**, and remove overbroad provision from Hangar License Agreement, *see* **Exhibit B**, Article 14.

**4. Establishment of governing board which is consistent with standard at other similarly situated airports.**

- Operational control of Skyhaven transferred to a board comprised of the UCM university president, two individuals from the county, two individuals from the city, two hangar tenants and/or end users, etc.
- *Not addressed in Response.*

- Recommendation: While this request was considered out of scope for the revision of the Hangar License Agreement by UCM, the Complainants do not believe it out of scope for reform of the airport generally or for the creation of Minimum Standards to ensure AIP grant assurance compliance. *See Exhibit A*, proposed Minimum Standards, Secs. 1-9, 1-10, 2-21, 6-5, 6-6.

**5. Accounting of the enclosed T Hangars to the agreed levels from 2008 or just prior to the enclosed hangars that was agreed to prior to the enclosed hangars being built.**

- The agreed ratio was 2/3 of the hangars for public use and 1/3 for used by UCM
- *Not addressed in Response.*
- Recommendation: While this request was considered out of scope for the revision of the Hangar License Agreement by UCM, the Complainants do not believe it out of scope for reform of the airport generally or for the creation of Minimum Standards to ensure AIP grant assurance compliance. *See Exhibit A*, proposed Minimum Standards, Secs. 2-19.

**c. Commercial Vendor Agreement**

The Commercial Vendor Agreement, as detailed above, is an on-going agreement available for any Commercial Business on at Skyhaven. Unlike the ad hoc agreements proffered by UCM in the previous months it has the advantage of dependability for tenants and licensees while still providing UCM the ability to protect its interests as AIP Sponsor. *See Exhibit C.*

**III. Provide Additional Information to the FAA.**

The following is a brief description of additional issues brought up during discussions with the FAA and proposed remedies.

**a. Grant Assurance 25 - Revenue Diversion**

As briefly described in Section I, and as reported by other hangar tenants outside of this Complaint, there have been multiple reports of improper accounting practices regarding hangar tenant deposits and rents due or paid.

- Recommendation: Adoption of Financial Accounting provisions in the Minimum Standards, including, but not limited to, **Exhibit A**, Financial Accounting, Sec. 2-

20, and the creation of a separate escrow account in accordance with Grant Assurance 25.

**b. Closure of Airport or Services for Unexplained Reasons**

Multiple hangar tenants have described either the closure of the aircraft or denial of airport services without explanation. This could either be from a lack of clear policies from UCM or in the worse case retaliation against certain tenants or licensees for contesting UCM's actions. As noted above, Complainant [REDACTED] had his application for maintenance waiver denied, only to himself approved as the mechanic when an application was later made by a non-complainant, [REDACTED].

Complaint [REDACTED] was denied fuel services on November 21, 2024, by UCM based upon the claim by UCM that their fuel truck was inoperative. *See Exhibit P.* However, within 30 minutes the same fuel truck was operational for the purposes of fueling a UCM airplane. *Id.* No NOTAM (Notice to Airman) was issued at Skyhaven (KRCM) that day for the unavailability of 100LL which indicates that UCM is either not properly updating the status of the airport or deliberately discriminating against [REDACTED] as a Part 13 Complainant.

- Recommendation: Adoption of Whistleblowing Provision, Refusal of Use, and Closing of Airport provisions in the Minimum Standards, **Exhibit A**, Sec. 2-21, 3-4, and 3-5.

**c. Grant Assurance 38 – Hangar Construction**

Based upon the ongoing dispute regarding hangar allocation at UCM and the denial of past efforts to build hangars by tenants at their own expense, it is important to note that while Grant Assurance 38 does not create a right to construct a hangar, it does require that any request to build is subject to Grant Assurance 22 protections against economic discrimination.

- Recommendation: Adoption of appropriate hangar allocation provisions in the Minimum Standards, including but not limited to, **Exhibit A**, proposed Minimum Standards, Sec. 2-19 - Hangar Allocation.

### **Conclusion**

For all of the reasons set out above we respectfully ask for the Central Region Airport Division to consider the additional information provided in our Response to UCM's Response and the proposed changes to the airport's Minimum Standards, to include the revised Hangar License Agreement and new Commercial Vendor Agreement, that we hope will prevent future disputes of this nature.

We also wish to reiterate that it is our understanding that UCM will not threaten or execute any notices to vacate or to evict while the fundamental legality of the license agreements are in question. We respectfully ask the FAA to request UCM to continue complying with this good faith request on the part of our clients.

Please do not hesitate to contact us with any questions.

[REDACTED]

Enclosures – **Skyhaven Airport Tenant's Response to UCM - Exhibits A-R** (see attached index of all exhibits for ease of evaluation)



### Complaint

| Exhibit | Description   |
|---------|---|
| A       | UCM Hangar License Agreement (2024) with Letter [REDACTED] - C29                |
| B       | UCM Hangar License Agreement (2024) with Letter - [REDACTED] - Hangars E3 & C21 |
| C       | Letter to [REDACTED] and License Agreement (2024) for E-3/ C-21                 |
| D       | License Agreement (2019) for [REDACTED] C-30                                    |
| E       | Letter to [REDACTED] re: License Agreement (2024)                               |
| F       | License Agreement (2024) for [REDACTED] C-25                                    |
| G       | Email Chris Holland to [REDACTED]   |
| H       | Email [REDACTED] to FAA   |

### UCM Response

| Exhibit | Description                                      |
|---------|--|
| A       | RCM Rules and Regulations 2011                   |
| B       | Revised Hangar License Agreement                 |
| C       | FAA Grant Assurances                             |
| D       | Emails between Counsel                           |
| E       | Redacted Email between Suhr and Holland          |
| F       | NFPA Fire Code                                   |
| G       | Redlined Revised Hangar License Agreement        |
| H       | Email H. Weiss to [REDACTED] re: refusal to sign |
| H       | Email H. Weiss to [REDACTED] re: refusal to sign |
| J       | Emails between Counsel                           |
| K       | Maintenance Agreement                            |

**Skyhaven Tenant's Response to UCM's Response (bolded in text)**

| <b>Exhibit</b> | <b>Description</b>   |
|----------------|--|
| <b>A</b>       | Proposed RCM Minimum Standard based upon RCM Rules and Regulations - Redlined  |
| <b>B</b>       | Proposed Hangar License Agreement - Redlined   |
| <b>C</b>       | Proposed Commercial Vendor Agreement   |
| <b>D</b>       | Emails between C. Holland and [REDACTED] re Minimum Standards - Oct. 7, 2024   |
| <b>E</b>       | Email from A. Walter, FAA, to L. Chapman, UCM, requesting Skyhaven Minimum Standards - Oct. 16, 2024                         |
| <b>F</b>       | Return of [REDACTED] Rent Payment for Hangar Following Letter (Complaint Exhibit I) - Oct. 11, 2024                          |
| <b>G</b>       | Return of [REDACTED] Rent Payment for Hangar Following Letter - Oct. 11, 2024  |
| <b>H</b>       | [REDACTED] memo to Chris Holland - Oct. 11, 2024 - Insurance Information Removed   |
| <b>I</b>       | Email from Scotti Holbert to [REDACTED] – Refusal to Accept Rent Payment if License not signed - Oct. 16, 2024               |
| <b>J</b>       | Email from Chris Holland to [REDACTED] - Oct. 1, 2024 - No maintenance allowed (Compl. Ex. G/ Resp. Ex. E - redacted by UCM) |
| <b>K</b>       | Email from [REDACTED] to C. Holland - Oct 7- 11, 2024  |
| <b>L</b>       | Email from [REDACTED] to Clients – Attempt to get waiver for AOG – Nov 7, 2024   |
| <b>M</b>       | Email from [REDACTED] to FAA– Attempt to get waiver for AOG – Nov 19, 2024   |
| <b>N</b>       | Limited Aircraft Maintenance Waiver  |
| <b>O</b>       | UCM Maintenance Agreement (Response Exhibit K)   |
| <b>P</b>       | Email to A. Muder from [REDACTED] re Unexplained Denial of Service/ Photo of UCM Aircraft                                    |
| <b>Q</b>       | Proposed RCM Minimum Standard based upon RCM Rules and Regulations – Clean Copy  |
| <b>R</b>       | Proposed Hangar License Agreement – Clean Copy   |

# EXHIBIT A

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

**Minimum Standards  
~~Rules & Regulations~~**

**~~2011~~Effective Date TBD**

## TABLE OF CONTENTS

### SECTION 1 GENERAL INFORMATION

|   |     |
|---|-----|
| 1-1. General                              | 4   |
| 1-2. Definitions                          | 4-6 |
| 1-3. Scope                                | 6   |
| 1-4. Liability                            | 6   |
| 1-5. Police power                         | 6   |
| 1-6. Penalties                            | 67  |
| 1-7. Lost articles                        | 76  |
| 1-8. University Department of Aviation    | 7   |
| 1-9. Governing Board                      | 7-8 |
| 1-10. Minimum Standards Review Committee. | 86  |

### SECTION 2 PUBLIC AND TENANT USAGE 87

|   |       |
|---|-------|
| 2-1. Conduct                                      | 87    |
| 2-2. Sanitation                                   | 87    |
| 2-3. Preservation of property                     | 97    |
| 2-4. Weapons, explosives, and flammable materials | 97    |
| 2-5. Interfering or tampering with aircraft       | 97    |
| 2-6. Restricted areas                             | 97    |
| 2-7. Roads and walks                              | 9-108 |
| 2-8. Animals or pets                              | 108   |
| 2-9. Loitering and refusal to comply              | 108   |
| 2-10. Model aircraft, rockets, parachute jumping  | 108   |
| 2-11. Use of shop areas                           | 108   |
| 2-12. Trash containers                            | 108   |
| 2-13. Storage of equipment                        | 109   |
| 2-14. Maintenance                                 | 109   |
| 2-15. Structural and decorative changes           | 119   |
| 2-16. Damages                                     | 119   |
| 2-18. Default of obligations                      | 11    |
| 2-19. Hangar Allocation                           | 11    |
| 2-20 Financial Accounting                         | 11    |
| 2-21. Whistleblower Provision                     | 129   |

### SECTION 3 AIRCRAFT OPERATION 1240

|  |      |
|--|------|
| 3-1. Aeronautical activities             | 1240 |
| 3-2. Aircraft registration and operation | 1240 |
| 3-3. Accident reports                    | 1240 |
| 3-4. Refusal of airport use              | 1240 |
| 3-5. Closing of airport                  | 1340 |
| 3-6. Disabled aircraft                   | 1340 |
| 3-7. Repair of aircraft                  | 1344 |

|  |         |
|--|---------|
| 3-8. Engine starting and run-up                        | 1344    |
| 3-9. Aircraft parking                                  | 1344    |
| 3-10. Experimental demonstrations                      | 1344    |
| 3-11. Airport facility damage                          | 13-1444 |
| 3-12. Ground operations, taxi, take-offs, and landings | 14      |
|  | 44      |

|                               |         |
|-------------------------------|---------|
| SECTION 4 MOTOR VEHICLES      | 1444    |
| 4-1. Licensing                | 1442    |
| 4-2. Rules of operation       | 14-1542 |
| 4-3. Speed limits             | 1543    |
| 4-4. Repair of motor vehicles | 15-1643 |
| 4-5. Vehicle parking          | 1643    |
| 4-6. Ramp vehicles            | 1644    |

|  |         |
|--|---------|
| SECTION 5 GENERAL SAFETY RULES               | 1644    |
| 5-1. Smoking                                 | 16-1744 |
| 5-2. Cleaning of aircraft                    | 1744    |
| 5-3. Storage                                 | 1744    |
| 5-4. Doping and painting                     | 1745    |
| 5-5. Liquid disposal                         | 1745    |
| 5-6. Fueling operations                      | 1845    |
| 5-7. Other regulations                       | 1946    |
| 5-8. Open flame operations                   | 1946    |
| 5-9. Explosives and other dangerous articles | 1946    |
| 5-10. Explosives and articles barred         | 1946    |
| 5-11. Radioactive materials                  | 1947    |
| 5-12. Pavement and floor care                | 1947    |

|  |  |
|--|--|
| SECTION 6 GENERAL AVIATION FIXED BASE OPERATOR AND COMMERCIAL BUSINESS, INDEPENDENT CONTRACTOR AND TEMPORARY INDEPENDENT CONTRACTOR REQUIREMENTS | 17   |
| 6-1. Approval of Airport Manager required.   | 20   |
| 6-2. Commercial Vendor Agreement.  | 20   |
| 6-3. Application.  | 20n for Commercial Vendor Agreement Provisions |
| 6-4. Notice of Cancellation.   | 20   |
| 6-5. Right to Appeal.  | 20   |
| 6-6. Anti-Discrimination Clause.   | 20   |

|   |      |
|---|------|
| SECTION 7- FLYING CLUBS AND SPECIAL PURPOSE ORGANIZATIONS                 | 2147 |
| 7-1. Approval of Airport Manager required                                 | 2147 |
| 7-2. Commercial Vendor Agreement. Commercial operation prohibited         | 2147 |
| 7-3. Use of independent contractors and temporary independent contractors | 48   |

## GENERAL AVIATION SECURITY INFORMATION

### 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~~ **Minimum Standards** may be amended for time to time **after an approval by majority of the Governing Board of Skyhaven Airport. in the sole discretion of the University.** The Minimum Standards shall be reviewed and reapproved every ten (10) years from their effective date.

#### 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~~ **Minimum Standards.**

Commercial Business. A "Commercial Business" is any for-profit or not-for-profit enterprise, and its agents, employees, or guests, **in whatever business organizational entity, whose purpose includes the solicitation of the sale of goods or services at the Airport.**

Disabled Aircraft. A “Disabled Aircraft” is any registered aircraft deemed non-airworthy due to damage or any other cause under the applicable provisions of 14 CFR Subpart C for greater than six (6) months and with no intent by the registered owner to repair.

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), in accordance with AC 150/5190-7, means a commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc. ~~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.

Governing Board. “Governing Board” responsible for operational oversight of Skyhaven Airport as duly formed under the Minimum Standards to hear appeals from Airport tenants as to Minimum Standard violations and to form the Minimum Standards Review Committee every ten (10) years).

Hangar. A “Hangar” shall mean an enclosed structure used primarily, but not exclusively, for the storage, security, and service of aircraft and any associated tools and equipment.

Hindrance. A “Hindrance” shall be defined as the knowing violation, for a period of greater than 90 days after notice of violation and after tenant or licensee has either lost his or her appeal or failed to exercise the right, of the Minimum Standards of the Airport by any airport tenant or licensee through an intentional or criminal act causing material harm to persons or property on the Airport.

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.~~ The Minimum Standards shall only be amended under the procedures in this Section. For any contingencies not covered by these ~~rules and regulations~~, Minimum Standards, the University is authorized to establish such additional provisions as may seem desirable and proper for safe operations of the airport for a period not to exceed sixty (60) days.

### Sec. 1-4. LIABILITY

Any person using the Airport and its facilities shall do so at their own risk, unless otherwise set forth by specific agreement. 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 ~~Airport Manager~~ 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. Subject to the provisions of the Hangar License Agreement, Hangar licensees shall have the right to install a security alarm or camera system for the purpose of the safety and security of persons and personal property in a licensed Hangar.

### 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 ~~Airport Manager's~~ 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

Minimum Standards ~~Rules & Regulations~~  
Effective Date TBD 2011

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.

#### Sec. 1-9. GOVERNING BOARD

The Airport shall provide for the creation of a Governing Board to ensure Airport operations meet the requirements of Skyhaven’s FAA Airport Improvement Program (AIP) Grant Assurance and the needs of the local aviation community.

- a. Membership of board shall include the President of the University of Central Missouri, the Airport Manager, a non-university employee representative of the Johnson County Missouri County Commission, a non-university employee representative of the City of Warrensburg, and three current hangar licensees who are not university employees.
- b. Members will be selected by the University of Central Missouri Board of Governors for five (5) year terms, or until ineligible due to relinquishment of position or hangar license.
- c. Powers of the board shall include:
  - i. The ability to hear appeals from Airport tenants or licensees regarding notices of violation or notices to vacate a licensed premise, and if justified overturn the action of the Airport.
  - ii. Participation in the decennial Minimum Standards Review Committee and the ability to accept or reject recommendations for amendment of the Minimum Standards by a vote of a simple majority of the Governing Board.
  - iii. The ability to call a Special Session of the Minimum Standards Review Committee by a vote of  $\frac{3}{4}$  of Governing Board in order to amend the Minimum Standards due to unforeseen circumstances under the same Committee procedures described in Sec. 1-10.

#### Sec. 1-10. MINIMUM STANDARDS REVIEW COMMITTEE

The Governing Board shall appoint a five (5) person Minimum Standards Review Committee, (“Committee”), from the members of the Governing Board to review and amend as necessary the

Minimum Standards every ten (10) years from the date of the last effective date of the Minimum Standards (hereinafter "Date").

- a. The Committee shall meet no later than ninety (90) days after the Date and submit any changes for public comment no later than ninety (90) days after the Date.
- b. The public comment period shall last for ninety (90) days after the submission of the proposed changes.
- c. Any member of the Committee shall have the power to reopen discussions for a period of thirty (30) days for reconsideration of the proposed changes based upon public comment.
- d. Either at the end of the initial public comment period, or at the end of an extension if required, the Committee shall have the power to recommend to the Governing Board amendments to the Minimum Standards by a vote of a simple majority of the Committee.
- e. Each member of the Committee shall have the ability to appoint a delegate to act in his or her place, but under no circumstances may the delegate be another member of the board.
- f. The Committee shall at a minimum contain one member who is not an employee of the University and one member who is a licensee of the Airport.

## **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~~ at 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 of Airport~~ ~~and Manager~~ 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~~ at 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~~ at 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~~ to 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~~**affect** 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~~ **Airport Manager** 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~~ **default**, and the University will take appropriate lawful steps.
- c. This section is subordinate to license provisions that remedy default of license obligations.

## Sec. 2-19 HANGAR ALLOCATION

Available Hangars shall be publicly posted every thirty (30) days by the Airport and the list updated to reflect current availability and pricing for rent. Upon application for a Hangar license and an applicant will receive notice of approval or disapproval within five (5) business days of application. If an application is denied, the Airport will provide a written explanation for the reason. Available Hangars will be allocated in a ratio of the total number available of 1/3 to University use and 2/3 to non-University public licensees.

## Sec. 2-20 FINANCIAL ACCOUNTING

Airport will maintain accurate and timely records of all financial transactions involving tenants, licensees and grantees. Upon written request any tenant, licensee, and grantee shall receive a full financial accounting of all money owed by or due to Airport within five (5) business days of the request.

## Sec. 2-21 WHISTLEBLOWER PROVISION

Any Airport tenant, licensee, or grantee may report a violation of the Airport Minimum

Standards, FAA AIP Grant Assurance, violation of state or federal law, or violation of a provision of an agreement with Airport without threat of retaliation from Airport, Airport Manager, or any other agent working for Airport. Any allegation of retaliation shall be reportable to the Airport Governing Board or University Board of Governors at the sole discretion of the complainant.

## 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~~ Airport Manager, including names, addresses, and all pertinent information. The ~~Director~~ Airport ~~shall~~ Manager 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 in~~ are inconsistent with the safe operation of the Airport. If the Airport Manager denies the use of an area of the Airport or a service commonly provided by the Airport to the public then the denial must be based upon either a published Notice to Airmen (NOTAM), filed with the FAA Flight Service Station, and addressing that specific area or service, or the reason must be provided in writing, upon request of the person denied the service, to that person within five (5) business days.



### 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, **with reasonable notice**. 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 **provided notice of five (5) business days is provided prior to towing by University.** ~~The same shall apply to the removal of a damaged aircraft.~~

### Sec. 3-7. REPAIR OF AIRCRAFT

Subject to limitations within the **Hangar license and the Commercial Vendor Agreement**, aircraft owners may repair or service their own aircraft within their own licensed hangars that constitutes preventative maintenance in accordance with 14 CFR 43.3 and **applicable** ~~for~~ 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~~ **Airport Manager**.

### Sec. 3-10. EXPERIMENTAL DEMONSTRATIONS

No experimental flight or ground demonstrations shall be conducted on the Airport without the express approval of the **Airport Manager** ~~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 ~~Airport Manager 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 ~~Airport Manager 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, ~~except during aircraft towing operations.~~
- c. All vehicles shall pass to the rear of taxiing aircraft.
- d. 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.
- e. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.
- f. 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.

g. No vehicle shall be operated on the Airport if it is so constructed, equipped or loaded as to endanger persons or property.

h. 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.

i. 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 ~~Airport Manager~~ ~~Director~~.

Vehicles crossing the runway will make certain the crossing will not interfere with any aircraft operation whether flying or taxiing.

j. All vehicles operating on the Airport between sunset and sunrise shall have full operating headlights and taillights visible at least 500 feet.

k. 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.

l. In the event of an emergency on the Airport, only that equipment and personnel so authorized by the ~~Airport Manager~~ ~~Director~~ or the University shall be used.

m. 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~~the 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, **in which case only the aircraft needs to be properly grounded.**

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 Manager** ~~Airport Director~~ and University Hazmat Coordinator.

#### Sec. 5-9. ~~EXPLOSIVES~~ **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.  
b.

#### 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 - GENERAL AVIATION FIXED BASE OPERATOR AND COMMERCIAL BUSINESS REQUIREMENTS ~~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.~~

#### **Sec. 6-1. APPROVAL OF DIRECTOR REQUIRED**

**FBOs and Commercial Business operations shall be permitted upon approval by the Airport Manager.**

#### **Sec. 6-2. COMMERCIAL VENDOR AGREEMENT**

**A FBO or Commercial Business operation shall be required to meet the requirements specified in the Commercial Vendor Agreement prior to beginning Commercial Business as defined in the Minimum Standards and the Vendor Agreement.**

#### **Sec. 6-3. APPLICATION**



The Airport Manager will provide written notice within ten (10) business days of the application as to whether the Commercial Vendor Agreement is agreed to or denied by the Airport. If the application is denied the Airport will provide the reason in writing. Airport shall not be permitted to deny an application based upon insurance policies in place at time of application.

#### Sec. 6-4 NOTICE OF CANCELLATION OF AGREEMENT

If the Airport seeks to revoke, cancel, or suspend the Commercial Vendor Agreement of a tenant or licensee operating under the agreement, the Airport Manager will provide no less than ninety (90) days written notice of the decision, unless immediate action is required in the interest of the safety or security of the University or the Airport. In the event immediate action is taken without notice, the Airport Manager will provide written notice to the Vendor within five (5) business days of the revocation, cancellation or suspension of the Agreement.

#### Sec. 6-5. RIGHT TO APPEAL

Any actions taken by Airport against a vendor operating under a Commercial Vendor Agreement, or an applicant to the same, are appealable to the Governing Board.

#### Sec. 6-6. ANTI-DISCRIMINATION CLAUSE

Any applicant for a Commercial Vendor Agreement shall be able to apply without discrimination based upon race, creed, color, national origin, sex, age, handicap, previous employment with Airport, or previous dispute with Airport Director.

### SECTION 7- FLYING CLUBS AND SPECIAL PURPOSE ORGANIZATIONS

#### Sec. 7-1. APPROVAL OF DIRECTOR REQUIRED

Flying ~~e~~Clubs and Special Purpose Organizations shall be permitted on the public areas of the airport upon approval by the- ~~Airport Manager. Director.~~

#### Sec. 7-2. ~~COMMERCIAL VENDOR AGREEMENT~~COMMERCIAL OPERATION PROHIBITED

A ~~f~~Flying ~~e~~Club or Special Purpose Organization or any individual member thereof ~~shall be~~ required to meet the requirements specified in the Commercial Vendor Agreement prior to beginning Commercial Business as defined in the Minimum Standards and the Vendor Agreement ~~., nor shall it operate or provide charter service or engage in any commercial operation.~~ The Flying Club or SPO operating under the Commercial Vendor Agreement shall have all of the rights afforded to a Commercial Business under Section 6 of the Minimum Standards.

~~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](mailto: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.

| <b>Primary Agency</b> | <b>Telephone Number</b> |
|-----------------------|-------------------------|
|-----------------------|-------------------------|

|   |              |
|---|--------------|
| University of Central Missouri, Public Safety | 660-534-4123 |
|---|--------------|

## **Secondary Agencies**

|                                 |               |
|---------------------------------|---------------|
| Johnson County Sherriff         | 660-747-5511  |
| Missouri Highway Patrol         | 816-524-9200  |
| Federal Aviation Administration | 816-329-4000  |
| TSA GA Safety Hotline           | 866-GA-SECURE |
| Kansas City FBI                 | 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](mailto:sbhuber@ucmo.edu).

Minimum Standards ~~Rules & Regulations~~  
Effective Date TBD 2011

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

# EXHIBIT B

## AIRPORT HANGAR LICENSE AGREEMENT

THIS LICENSE ("**Agreement**"), 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"). **All terms and provisions in the Agreement will be as defined in the UNIVERSITY Minimum Standards, as record \_\_\_\_\_, unless otherwise specified in this LICENSE. The term Minimum Standards will include, but not be limited to, all of the regulatory provisions required of UNIVERSITY under its FAA AIP (Airport Improvement Program) Grant Assurance obligations.**

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 (10<sup>th</sup>) 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.

Upon request by LICENSEE the UNIVERSITY will provide a full accounting of money owed by LICENSEE to UNIVERSITY or owed by UNIVERSITY to LICENSEE, and any other record of financial transactions, within the time specified in the UNIVERSITY *Minimum Standards*, but in no case greater than five (5) business days from the date of request.

### ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said Premises in a careful, safe and proper manner in accordance with the UNIVERSITY *Minimum Standards*. ~~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 the UNIVERSITY ~~Rules and Minimum Standards then in effect, 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 in accordance with *UNIVERSITY Minimum Standards*. ~~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, except as provided for under a signed Commercial Vendor Agreement and as otherwise specified in the *UNIVERSITY Minimum Standards*. ~~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 ~~without an additional agreement.~~

Repairs requiring the service of a third-party aircraft mechanic, ~~who is not the LICENSEE,~~ may be performed ~~in the Premise or at the Airport and~~ in designated locations if a Commercial Vendor Agreement is in effect as specified in the *UNIVERSITY Minimum Standards*. ~~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. Prior to accepting responsibility for Premise, LICENSEE and UNIVERSITY shall conduct a joint physical inspection of the Premises, mutually agree upon the physical condition Premise ("Physical Condition"), and annotate any known maintenance issues, including, but not limited to the condition of the roof, door, electrical system, plumbing (if applicable), heating and cooling (if applicable). Once mutually agreed upon the Physical Condition shall be the expected condition of the Premise at termination of the Agreement.
- ~~A.B.~~ 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, ~~excluding normal wear and tear.~~ 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~~ remit payment before termination of the Agreement.
- ~~B.C.~~ 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.D.~~ If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises ~~untenantable-unsafe due to a risk of harm or damage to persons or property~~ 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.E.~~ 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, ~~with the exception of~~ reasonable wear and tear, ~~unless LICENSEE and UNIVERSITY have agreed that the alterations, improvements, and additions shall remain the property of the LICENSEE in an amendment to this Agreement wherein the alterations, improvements, and additions shall be described with specificity. 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, If LICENSEE refuses to remove the additions, improvements, fixtures and installations after notice under this Article the after a reasonable time~~ UNIVERSITY may ~~effect~~ affect 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 ~~Physical Condition condition existing prior to the date of loss mutually agreed upon by UNIVERSITY and LICENSEE provided that the fire or other casualty is attributable to a negligent, intentional, or criminal act by LICENSEE.~~

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 if the fire or other casualty is attributable to a negligent, intentional, or criminal act by LICENSEE.

## 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. LICENSEE shall receive written notice of said inspection or repairs no less than five (5) business days prior to the beginning of inspection or repair along with an estimated duration of the inspection or repair. If the Premises is unavailable due to the inspection or repair for the Licensee to substantially use and enjoy as agreed in the Agreement for a period of greater than 5 (five) calendar days, then UNIVERSITY shall reduce the LICENSEE's license fee by a pro-rata daily rate based upon each day of unavailability beyond that date. ~~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.~~ Any other access to Premise without Licensees permission shall be considered a trespass at law. Licensee shall have the right to install a security alarm or camera system, under the provisions of Article 6 of this Agreement, for the purpose of the safety and security of persons and property on the Premises.

## 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 ~~the Physical Condition as mutually agreed upon under this Agreement. 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~~ Physical 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 in accordance with the UCM *Minimum Standards*. ~~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 ~~the Airport~~ by commercial aircraft or other aircraft ~~in accordance with the UNIVERSITY Minimum Standards~~. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport ~~under the policies and regulation of the UNIVERSITY Minimum Standards~~ and in accordance with all applicable federal, state, and local law, including FAA AIP Grant Assurance obligations., ~~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 ~~in accordance with the UNIVERSITY Minimum Standards~~, 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 ~~in accordance with UNIVERSITY's FAA AIP Grant Assurance obligations~~. 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 ~~under the policies and regulation of the UNIVERSITY Minimum Standards and in accordance with all applicable federal, state, and local law, including FAA AIP Grant Assurance obligations 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: ~~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:~~

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# EXHIBIT C



**Skyhaven Airport.**

**Commercial Vendor Agreement (“Agreement”)**

The **University of Central Missouri**, a ("UCM"), which owns and operates **Skyhaven Airport** (RCM), ("**Airport**") in Johnson County, Missouri by its execution of this Agreement, recognizing the need for General Aviation owners and licensees to maintain their aircraft, hereby authorizes the following person or entity, ("**Vendor**"), to operate a Commercial Business in a Hangar, or other location as specified in Section 1 of this Agreement, under the control of the Airport, whether or not the location is owned or leased by UCM, and to solicit invitees to its Commercial Business located on or accessed through the Airport for so long as Vendor complies with the *Minimum Standards* published by UCM as required under UCM's FAA AIP (Airport Improvement Programs) Grant Assurance obligations. All terms used herein shall have the same meaning provided in the *Minimum Standards*, as recorded \_\_\_\_\_, unless otherwise specified.

**1. Vendor.** The Vendor subject to this Agreement is as follows:

Name of Vendor: \_\_\_\_\_

Name of Entity (if applicable): \_\_\_\_\_

Registered Agent of Entity (if applicable): \_\_\_\_\_

Address of Vendor or Entity: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

FAA License #: \_\_\_\_\_

(required if exercising privileged as A&P -Airframe and Powerplant Mechanic), AI (Airworthiness Inspector), or CFI (Certified Flight Instructor), or similarly licensed professional)

Name of FAA Licensee: \_\_\_\_\_

Type of Commercial Business: \_\_\_\_\_

Location of Commercial Business (Hangar # or other Description): \_\_\_\_\_

Vendor shall provide Insurance information to UCM upon request.

**2. Services To Be Performed.** Vendor must sign this agreement in order to operate a Commercial Business in a Hangar licensed from UCM or in a Hangar accessed from the Airport. A "**Hangar**" is an enclosed structure used primarily, but not exclusively, for the storage, security, and service of aircraft and any associated tools and equipment. A "**Commercial Business**" is any for-profit or not-for-profit enterprise and its agents, employees, and guests, in whatever business

organizational entity, whose purpose includes the solicitation of the sale of goods or services to the Airport. Vendor agrees to comply with all provisions of the *Minimum Standards* when performing activities within the course and scope of Vendor's Commercial Business.

**3. Location of Services.** Vendor shall identify the location(s) of its Commercial Business in Section 1 of Agreement. Vendor shall have the right to perform any maintenance, fueling, and repair on aircraft at the identified location in accordance with the *Minimum Standards* and the License Agreement for the hangar or other location. If aircraft maintenance is performed, Vendor shall have the authority to determine the appropriate maintenance required, status of airworthiness and necessity of repairs in accordance with the *Minimum Standards* and applicable federal regulation without interference from UCM or Airport management. If the aircraft maintenance services cannot be performed inside the Hangar, they may be performed in another designated area on Airport property as mutually agreed upon by Vendor and UCM under this Agreement.

**3. Compliance With Laws.** Vendor represents that it shall adhere to the *Minimum Standards* of the Airport, Federal Aviation Administration, and state and local law, to include procedures on waste disposal and hazardous material coordination.

**4. Indemnification.** Vendor and UCM agree to mutually indemnify and hold harmless the other party from any liabilities and risks arising from work performed or not performed by Vendor in the course and scope of its Commercial Business. Vendor accepts any liabilities and risks associated with or arising from its Commercial Business, except for those arising from general negligence, intentional tortious conduct, or criminal acts.

As Agreed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vendor:

UCM:

\_\_\_\_\_  
Person or Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

# EXHIBIT D

Christopher Holland  
From: chholland@ucmo.edu

Mon, Oct 7 at 1:04 PM

Good Afternoon, the university utilizes the NFPA 407 and Advisory Circular 150/5230-4C as the rules and minimum standards for aircraft refueling. I have attached a copy of the Advisory Circular and the relevant chapters of the NFPA 407 document.

Please let me know if you have any questions

Thank You

Chris Holland

On Thu, Oct 3, 2024 at 10:51 AM [REDACTED] > wrote:

Chris, in the second paragraph under Article 4, Use of Premises, it references the "UNIVERSITY Rules and Minimum Standards" for aircraft fueling. Can you provide me a current copy of that so I can review it before I complete my lease agreement?

Thanks.

[REDACTED]  
[Download all attachments as a zip file](#)

- [150-5230-4C-Aircraft-Fuel-20230309.pdf](#)  
703.6kB
- [The National Fire Codes Subscription Service - NFPA 407 Standard for Aircraft Fuel Servicing, 2022 Edition.pdf](#)  
299.8kB
- [The National Fire Codes Subscription Service - NFPA 407 Standard for Aircraft Fuel Servicing, 2022 Edition 6.pdf](#)  
473.8kB
- [The National Fire Codes Subscription Service - NFPA 407 Standard for Aircraft Fuel Servicing, 2022 Edition 4.pdf](#)  
445.5kB
-

# EXHIBIT E

**Skyhaven Tenants Response Exhibit E:**

**Email from A. Walter, FAA, to L. Chapman, UCM, requesting Skyhaven Minimum Standards – 16 OCT 2024**

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

**Sent:** Wednesday, October 16, 2024 3:52 PM

**To:** Lindsay Chapman <lchapman@ucmo.edu>

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

**Subject:** RE: RCM Part 13 Complaint

Please refer to UCM's Airport Building License Agreement, Article 4: Use of Premises as it specifically states: "Self-fueling is not allowed on the Premises". That is a violation of Grant Assurance 22. Using a self-service fuel farm is different from self-fueling. Self-fueling means 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 or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 Code of Federal Regulations (CFR) Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

Article 4 also refers to "UNIVERSITY Rules and Minimum Standards", please provide a copy of these Rules and Minimum Standards for review for grant assurance compliance.

We understand the license agreements pertain to specific space within hangars. These hangars are part of the federally-funded airport and subject to the grant assurances and federal obligations.

Per the letter that accompanied the proposed license agreement, if the hangar tenants do not provide a signed, notarized license agreement, security deposit and proof of insurance by October 31, 2024, they must vacate the premises. While this might not be stated as an eviction, they must vacate. What is being done to accommodate the tenants as these issues will likely not be resolved prior to October 31, 2024?

Amy J. Walter

FAA Central Region Land Specialist

816.329.2603

# EXHIBIT F



**Skyhaven Tenants' Response – Exhibit F (Complaint Exhibit D)**  
**Return of [REDACTED] Rent Payment for Hangar Following Letter - Oct. 11, 2024**

Sent: Friday, October 11, 2024 1:02 PM

Subject: Re: DRAFT Part 13 Complaint - Skyhaven Tenant Group for Review

I just sent you two emails I received a moment ago stating they voided the payments made today for the deposit and future hangar rent

On Fri, Oct 11, 2024, 12:56 PM [REDACTED] wrote:



[REDACTED] - 004857 voided  
[REDACTED] iding Payment af10.11.24 [REDACTED].f

Fwd: Void Receipt prepared for [REDACTED]



004857.pdf  
135 KB

Reply Reply All Forward

Fri 10/11/2024 12:59 PM

I just received this email voiding the payment I made this morning for the deposit and future hangar rent. I had given them the refusal to sign letter along with all insurance and requested items to fulfill the new License agreement.

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

From: SkyHaven Airport - P66 <noreply@evpos.com>

Date: Fri, Oct 11, 2024, 12:50 PM

Subject: Void Receipt prepared for [REDACTED]

To: [REDACTED]

A new void receipt has been prepared for [REDACTED]

Invoice Number: 004857

Invoice Date: 10/11/2024

Thank you!

SkyHaven Airport - P66

Fwd: Security Deposit and Advance payments voided



[Redacted]

Reply Reply All Forward

Fri 10/11/2024 1:00 PM

You forwarded this message on 10/11/2024 2:09 PM.



Second email received from UCM.

[Redacted]

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

From: **Scott Holbert** <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)>

Date: Fri, Oct 11, 2024, 12:58 PM

Subject: Security Deposit and Advance payments voided

[Redacted]

[Redacted]

On the advice of the General Counsel, I have voided today's payments of both the security deposit and advance hangar payments (see attached). If you wish to have me charge your current card on file for the current balance owed totalling \$50.90 please let me know. Or feel free to come back out with your preferred payment method and I'll be happy to run that through for you.

Sincerely,

Scott Holbert  
Student Services Coordinator  
Department of Aviation  
University of Central Missouri  
Max B. Swisher Skyhaven Airport  
(680) 543-4333 office

# EXHIBIT G

**Skyhaven Tenants' Response-- Exhibit G**

**Return of [REDACTED] Rent Payment for Hangar Following Letter - Oct. 11, 2024**

----- Forwarded Message -----

**From:** Scotti Holbert <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)>

**To:** [REDACTED]

**Cc:** Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)>; Holly Weiss <[hweiss@ucmo.edu](mailto:hweiss@ucmo.edu)>

**Sent:** Friday, October 11, 2024 at 01:10:44 PM CDT

**Subject:** Security deposit and advance payment voided

[REDACTED]

On the advice of the General Counsel, I have voided today's payment of your security deposit and advance hangar payment on Ck# 3450. Please let me know if you would like me to mail the payment back to you or if you would like to stop in to pick it up. I can also shred it. If you change your mind and prefer to return the license agreement signed/notarized then of course we can still accept your payment.

The payment on Ck# 3449 totaling \$291.10 will be deposited for your previous amount due.

Sincerely,

Scotti Holbert

Student Services Coordinator

Department of Aviation

University of Central Missouri


Max B. Swisher Skyhaven Airport

(660) 543-4333 office

# EXHIBIT H

To: University of Central Missouri  
c/o Chris Holland  
Airport Manager  
Skyhaven Airport

The private aircraft hangar tenants of the University of Central Missouri (UCM) at Skyhaven Airport (KCRM) in Warrensburg, Mo. are not comfortable signing the current form of the Hangar Lease Agreement, as distributed by Chris Holland, Airport Manager, on Aug. 5th, 2024, as we believe the Lease contains multiple violations of the FAA Airport Improvement Program (AIP) State Block Grant Assurances that directly and substantially affect the lawful use of the hangars. Refusal to sign is not to be considered Surrender of the Premises under Article 9 of the existing lease, and as such the hangar tenants do not give permission to UCM to move the aircraft of the hangar tenants until such time as the Lease may be amended and agreed upon or voluntarily terminated by the hangar tenants.



(660)580-2660

Hangar C25

Aircraft Make: Cirrus

Aircraft Model: SR22T

Aircraft Year: 2020

Aircraft Registration: N679PN

Aircraft Serial #: 2087

Aircraft Reg Owner: 

Color: Red/Silver

Key: One key CAD34-002-LS

Emergency Contact: (Same as above)

Attachment: Certificate of Insurance  
Additional Insured

# EXHIBIT I

**Skyhaven Tenants' Response Exhibit I**

**Email from Scotti Holbert to [REDACTED] Refusal to Accept Rent Payment if License not signed - 16 OCT 2024**

**From:** Scotti Holbert <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)>

**Date:** October 16, 2024 at 08:24:53 CDT

**To:** [REDACTED]

**Cc:** Phillip Burns <[pburns@ucmo.edu](mailto:pburns@ucmo.edu)>, Christopher Holland <[cholland@ucmo.edu](mailto:cholland@ucmo.edu)>

**Subject:** Skyhaven Airport Hangar Lease Renewal Reminder

Hi [REDACTED]

Yes, we received both the certified copy by mail and the one you dropped off in person. With all the prior emails back and forth, I assumed Phillip already had your signed license agreement on file. I have since learned that was not the case so my apologies for the error. **We cannot accept payment for the hangar spaces without the new license agreements.** Therefore, I have requested that your security deposits for Hangars C-30 (\$305.80) and E-5 (\$69.46) on Check#1049 as well as your advance hangar payment totaling \$1013.19 on Check# 1050 be refunded to you. Our Accounting dept will be mailing a check out to your address by the end of this week.

Sincerely,  
Scotti Holbert  
Student Services Coordinator  
Department of Aviation  
University of Central Missouri  
Max B. Swisher Skyhaven Airport  
(660) 543-4333 office

**On Tue, Oct 15, 2024 at 6:02 PM Jeff Suhr [REDACTED] > wrote:**  
Hello.

See attached.

This was also just dropped off with line service Andrew. And was sent via certified mail. Please confirm receipt.

[REDACTED]

**On Oct 9, 2024, at 12:00, [REDACTED] > wrote:**

That's the tough part. I won't be able to make it in 8-5 between now and next Wednesday. Can I show you my military retiree ID over FaceTime or on email? And fill out the form electronically? That way I can just get you the check and what not after hours with line service?

Also what's the break down between hangars for the \$337.73? Thanks so much for all of the answers. You have been very helpful.



■  
**On Oct 9, 2024, at 11:46, Scotti Holbert** <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)> wrote:

No. The deposit due amount is **\$375.26**. The military discount does not apply to security deposits.

Aside from the security deposit listed above the amount going forward will be \$337.73 with increases to begin annually each July. Please ask for either me, Phillip, or Chris to show your military ID to and sign the form. We will have it ready. If you aren't able to show your military ID at the same time you drop payment off due to it being later, it's okay - just pop in before the end of the month and I will be sure the discount is applied. You can provide the payment for the security deposit to our line service staff. If our dispatcher is the only one you can find when you come in, you can provide the payment to them and they will be sure I get it.

I'm generally here M-F 8am-4pm.

Thanks,

Scotti Holbert  
Student Services Coordinator  
Department of Aviation  
University of Central Missouri  
Max B. Swisher Skyhaven Airport  
(660) 543-4333 office

**On Wed, Oct 9, 2024 at 11:23 AM Jeff Suhr** ■ > wrote:

So, to confirm the new amount is **\$337.73** which is also the deposit due amount? And that's the amount going forward due, with a 3% annual raise going forward?

And when I bring in the check, I need to show whomever takes it my military ID and fill out a form at the same time?

Did I get all of that right?

Could you have that military ID form ready when for when I can stop by? Which person can I drop the check off with? Line service? Or Dispatch?

Once I do that I will send an email to you guys letting you know the key number, that I've dropped off the check, and that I have filled out the military form. Does all that work?

I have already sent in my insurance.

Thanks so much.  
■

On Oct 9, 2024, at 11:03, Scotti Holbert <[holbert@ucmo.edu](mailto:holbert@ucmo.edu)> wrote:

**\$337.73**

# **EXHIBIT J**

**Skyhaven Tenants' Response Exhibit J**  
**Emails of Chris Holland to [REDACTED]**

**From:** [REDACTED]  
**Subject:** Fwd: Hangar Rate Increase  
Begin forwarded message:  
**From:** Christopher Holland <[chholland@ucmo.edu](mailto:chholland@ucmo.edu)> (UCM Skyhaven Airport Manager)  
**Date:** October 1, 2024 at 07:13:51 CDT  
**To:** [REDACTED]  
**Subject: Re: Hangar Rate Increase**  
Good Morning, Yes it is in violation of the current license agreement. Please refrain from having maintenance done by A&P or IA in the hangar going forward.  
If you have any questions please let me know.  
Thank You  
Chris

**On Fri, Sep 27, 2024 at 4:09 PM [REDACTED] > wrote:**  
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.  
[REDACTED]

**On Sep 27, 2024, at 14:38, Christopher Holland <[chholland@ucmo.edu](mailto:chholland@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.  
[REDACTED]

**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.  
[REDACTED]

**On Sep 25, 2024, at 07:22, Christopher Holland <[chholland@ucmo.edu](mailto: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

**On Thu, Sep 19, 2024 at 3:24 PM [REDACTED] > wrote:**

Thank you

On Sep 19, 2024, at 15:02, Christopher Holland <[chholland@ucmo.edu](mailto:chholland@ucmo.edu)> wrote:

Good Afternoon, I will look into your questions and get back to you with some answers.

Thanks

Chris

**On Wed, Sep 18, 2024 at 10:55 AM [REDACTED] > wrote:**

Chris.

A few questions

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.

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.

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.

Thanks

[REDACTED]

# EXHIBIT K

**From:** Christopher Holland <cholland@ucmo.edu>  
**Sent:** Friday, October 11, 2024 10:58 AM  
**To:** [REDACTED]@[REDACTED]  
**Subject:** Re: Skyhaven Airport Hangar Lease Renewal Reminder

[REDACTED] thank you for your email. UCM has asked our counsel to discuss this request with your attorney.

On Wed, Oct 9, 2024 at 9:59 AM [REDACTED] > wrote:

Chris,

I just want to clarify my rights under the new lease/license agreement that the Skyhaven hangar tenants are required to sign by October 15<sup>th</sup> as referenced by your email below. Is it correct that there is a complete prohibition on commercial activity at the airport by non-UCM A&P mechanics and IAs? I would like you to clarify this because it will have the effect of ending my maintenance operation on the field. In light of what it's going to do to my business, can this restriction be removed or modified with a secondary agreement that can be signed prior to the lease/license agreement?

Additionally, if commercial A&P services are not authorized for tenants, how are my current customers on the field expected to maintain their aircraft?

I'm hoping to remain a tenant at the airport and will need to know what the policy is going forward.

Thank you,

[REDACTED]

---

**From:** Phillip Burns <[pburns@ucmo.edu](mailto:pburns@ucmo.edu)>  
**Sent:** Monday, October 7, 2024 1:50 PM  
**To:** [REDACTED]  
**Subject:** Skyhaven Airport Hangar Lease Renewal Reminder

7 October 2024

Dear [REDACTED] we would like to remind you that October 15<sup>th</sup> is the deadline for the new hangar lease agreement.

If you are receiving this message it is because we currently do not have a new agreement on file to take effect on November 1, 2024.

If you have any questions regarding the new license agreement, please reach out to Chris Holland at [chholland@ucmo.edu](mailto:chholland@ucmo.edu) or at (660) 543-4916. You can also reach out to me Phillip Burns at [pburns@ucmo.edu](mailto:pburns@ucmo.edu) or at (660) 543-4460.

Sincerely,

--

**Phillip Burns**

Assistant Airport Manager/ A&P

University of Central Missouri

Department of Aviation

Max B. Swisher Skyhaven Airport

Office: (660) 543- 4460

[pburns@ucmo.edu](mailto:pburns@ucmo.edu)



# EXHIBIT L

**Skyhaven Tenants' Response Exhibit L**

**Email from [REDACTED] to Clients – Attempt to get waiver for AOG – Nov 7, 2024**

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

**From:** [REDACTED]  
**Date:** Thu, Nov 7, 2024 at 12:19 PM  
**Subject:** Fwd: RCM Requested Maintenance Waiver  
**To:** <[REDACTED]>  
[REDACTED]

**Cc:** Allan Martens <[allan.martens@faa.gov](mailto:allan.martens@faa.gov)>, Amy Walter <[Amy.Walter@faa.gov](mailto:Amy.Walter@faa.gov)>

Amy and Allan,

Wanted to keep you in the loop as I'm still trying to get my plane diagnosed at SkyHaven (2 weeks later). They have made a request for additional "business insurance" that I am being told is not a requirement to perform the requested maintenance work. Nor is it in their lease agreement.

Sincerely,  
[REDACTED]

Sent from my iPad

Begin forwarded message:

**From:** [REDACTED]  
**Date:** November 7, 2024 at 12:11:11 PM CST  
**To:** Christopher Holland <[chholland@ucmo.edu](mailto:chholland@ucmo.edu)>, Phillip Burns <[pburns@ucmo.edu](mailto:pburns@ucmo.edu)>  
**Subject:** RCM Requested Maintenance Waiver

Chris/Phillip,

I'm still very confused here with the request for A&P/Business Insurance and have some questions I would like clarified so we can come to a reasonable solution and get my airplane at least looked at. Each specific hangar has Liability insurance provided by the Licensee to meet the requirements of the Lease Agreement. You specifically stated that the maintenance performed will be done in my hangar and in the lease agreement the University is not responsible for any negligence or damage that occurs to my plane as a result of any maintenance done. Any other insurance requirements would be between me and the mechanic(s) I choose to work on my aircraft and anything that arises is my problem between me and the mechanic - Not the University.

I have spoken with numerous mechanics, AOPA, FBOs and my POCs at the FAA regarding this request and what is required. How does a request for "Business Insurance" differ from using an individual FAA qualified A&P who is self insured (or not at all since it's not a legal requirement) and 100% legal to work on an airplane apply here?

Also, since the only other time my plane has been damaged was by UCM line service, could you please provide me with what insurance they are covered under so I can reference those requirements and for my records for past damage. The repairs were done by UCM at the time - so I would also like to request the same information for each of the University Line mechanics to have a baseline for providing the requested insurance requirements in order to provide FAA mandated approved maintenance.

Since the University refuses to provide basic maintenance services to non-UCM affiliated tenants of the airfield, what are the expectations to provide needed and required maintenance work for not only those aircraft or any transient aircraft that may transit the public airfield that SkyHaven is listed as and funded? I am 2 weeks in to my airplane being held hostage and haven't even been able to get a simple diagnosis as to the extent of the problem and I am simply requesting a reasonable effort be put forth to get my airplane repaired and back in the air.

Concerned General Aviator,

[REDACTED]

Sent from my iPad

# **EXHIBIT M**

## Skyhaven Tenants' Response Exhibit M

Email from [REDACTED] to FAA– Attempt to get waiver for AOG – Nov 19, 2024

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

From: [REDACTED] >

Date: Tue, Nov 19, 2024, 9:27 AM

Subject: UCM Proposal

To: Amy Walter <[Amy.Walter@faa.gov](mailto:Amy.Walter@faa.gov)>, Allan Martens <[allan.martens@faa.gov](mailto:allan.martens@faa.gov)>

Cc: [REDACTED]  
[REDACTED]

Hello Amy/Allan,

I'm sure you all have been following UCM's response to the FAA's Article 13 request. I wanted to give you an update on my situation, as well as, what all of us feel concerning their "proposal". For me personally, they approved a waiver (after nearly 3 weeks) and allowed my plane to be fixed by whomever I wanted and in a location that had the necessary tools and at a location conducive to having the repair done properly and safely in accordance with FAA expectations.

In response to their new lease agreements and proposal for work, everyone directly involved finds it still to be completely unacceptable. Here is why. The hangar they are mentioning (Hangar 27) is a standard, public use hangar (on a Public airport) that is no different than any of the other hangars that any tenant leases. This particular hangar just became available recently after the passing of the previous tenant. Instead of going down the lengthy waiting list to the next person on the list, it was cleaned out and put on display as a "proposed" site to do maintenance work offered to the public. As we all know, available hangar space across the country is at a premium and this proposal is not only reactionary but disingenuous at best. Proposing to use another suddenly available hangar that is identical to the ones being rented (same construction, safety features, etc...) highlights the true fears of everyone at SkyHaven and that is the obvious intent to not work with the other non-UCM users of the airfield and facilities - but to ultimately drive everyone out. It's also interesting to note that the repair facility that UCM itself uses to perform what would be considered "commercial" type maintenance work is far more antiquated and much older than any of the hangars we are talking about.

In summary, everyone affected by what is happening at UCM still feels like nothing has really been done to address the very purpose of the Article 13 and that is to work together to come to a solution. In this case, offering Hangar 27 and the ability to submit paperwork (unrealistic time delay) to have work done is just another in a long line of kick the can and status quo. It would be nice to have UCM address a few questions if they haven't already been addressed.

1) Why wasn't Hangar 27 offered to the next Public person on the list?

2) What makes Hangar 27 suitable for maintenance as opposed to other common use hangars? If so, what necessary tools and other necessities is UCM going to make available to repair aircraft should this hangar be designated as such?

3) What is the reasoning behind not allowing another party to be based on the airfield to provide necessary and basic FAA required support when the school refuses to work on non-UCM aircraft?

4) Who is in charge and driving what the public tenants feel are very unreasonable demands regarding performing maintenance and lease agreements?

5) Where is the money from our previous deposits after requiring deposits again with new lease agreement? As well as, the money allocated for Self Service Fuel Pumps that has already been given?

Sorry to bombard with this lengthy email and I'm sure you have already heard some of this but I just wanted to make sure the concerns by everyone involved are still very real and we feel like what is being proposed is not necessarily what it may seem.

Thank you,



# EXHIBIT N

### Limited Aircraft Maintenance Waiver

WHEREAS, [REDACTED] ("Licensee") has a current license from UCM to use hangar B-11 at UCM Skyhaven Airport;

WHEREAS, Licensee has need for service on his airplane kept in said hangar;

WHEREAS, UCM seeks to allow Licensee to remedy its current AOG situation, and does so without waiving any rights, privileges, or immunities it has as Sponsor, licensor and owner of Skyhaven Airport and the hangar licensed by Licensee, and without alteration of any other terms of the underlying Airport Building License Agreement dated 22 October, 2024;

Therefore, Owner and UCM agree as follows:

UCM gives [REDACTED] (Licensee) permission to contract with an FAA- certificated Airframe and Powerplant (A&P) mechanic to perform maintenance on the N880SC (AOG). The maintenance may be performed inside hangar B-11, 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 the contracted mechanic.

The mechanic must complete and provide the following information to the Airport Manager before beginning maintenance on the aircraft and before UCM will sign below:

[REDACTED] (HANGAR E-3)  
Licenses: WORK TO BE PERFORMED IN MY HANGAR (E-3)  
Estimated Time for Completion: UNKNOWN DIAGNOSIS  
Insurance Company, Policy Number and liability limits: ON FILE LICENSEE HAS DECIDED TO PROVIDE own  
Type of Work Performed: DIAGNOSIS ISSUES WITH AIRCRAFT & REPAIR

Licensee agrees that his obligations under Article 10 of the Airport Building License Agreement to indemnify and hold harmless UCM includes any liabilities and risks arising from work performed or not performed by Licensee's chosen A&P Mechanic. The Licensee accepts any liabilities and risks associated with or arising from the AP Mechanic's work and acknowledges this limited waiver applies only to the time for completion and AOG described above.

Printed: [REDACTED]  
Licensee

Signature: [REDACTED]

Printed: CHRIS HOLLAND  
Airport Manager

Signature: [Signature]

Date: 11-7-2024



# EXHIBIT O

## 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: \_\_\_\_\_

# **EXHIBIT P**

## Skyhaven Tenants Response Exhibit P

**Email to A. Muder from [REDACTED] re Unexplained Denial of Service/ Photo of UCM Aircraft**

**From:** Muder, Angela (FAA) <Angela.Muder@faa.gov>

**Sent:** Monday, November 25, 2024 2:55 PM

**To:** [REDACTED] Walter, Amy (FAA) <Amy.Walter@faa.gov>

[REDACTED] >

**Subject:** RE: Skyhaven Part 13 Complaint

Mr. [REDACTED]

Thank you for providing additional information for the current Part 13 investigation. We will add this information to our review.

Please let me know if you have any questions or need additional information.

Thank you,

Angie Muder  
Administrative Officer, ACE-602  
Federal Aviation Administration  
Office of Airports  
901 Locust, Room 364  
Kansas City, MO 64106  
816.329.2620 (o)  
816.329.2610 (f)

**From:** [REDACTED]

**Sent:** Saturday, November 23, 2024 2:06 PM

**To:** Walter, Amy (FAA) <[Amy.Walter@faa.gov](mailto:Amy.Walter@faa.gov)>; Muder, Angela (FAA)

[REDACTED]

**Subject:** Re: Skyhaven Part 13 Complaint

This is a follow up to my previous email with additional information documenting there was no Notam for "100LL fuel not available" at the time I was denied service.

[REDACTED]

On Fri, Nov 22, 2024 at 9:59 AM [REDACTED]:

I took a job with the Army Aviation Support Facility back in 1971 when it was located on the Skyhaven airport. Ever since that time I have been a Tenant of the airfield. It has always been my desire to see the county airport grow, to see it serve the community, and for Skyhaven to be an important part of the national airport system. Unfortunately, over those fifty years the administrators of the airport have failed. They do not understand their fiduciary responsibility to this community.

I am a local business owner and have served in many county leadership capacities including as a county elected official and Chairman of the Johnson County Economic Development Corporation (JCEDC). In my experience The University of Central Missouri, as the owner and operator of Skyhaven, refuses to have open dialog. The lines of communication are only one way, unless they are seeking support of their own self interest. Letter after letter to the airport manager asking for basic information on services available to fulfill inquiries for customers of JCEDC were met with silence. Their modus operandi is to ignore them and they will go away. The local economy has missed out on many opportunities as JCEDC would have to direct potential new developments to neighboring counties that had an actual public airport. I know the university, through their hired law firm, is saying that a complaint was filed without the complainants talking to them. In fact the avenues for real discussion do not exist. Requests through the airport management are filtered and silenced in most cases. The reality appears to be they do not want to hear from us as is evident in their license agreement under Article 14, paragraph 7 "regardless of the desires or view of Licensee and without interference or hindrance."

If a solution was as simple as talking, there would be no need for a Part 13 complaint, or attorneys. But, a complaint has been filed with the FAA reluctantly. The situation had become untenable with the new unconscionable license and real enforcement by eviction. So several tenants committed to stand up and be whistleblowers, if you will. And as such may now be targets of retaliation, both now and in the future. We hope that we may reach out to you once the complaint has run its course in the event of such a situation. I am not sure what avenues, if any, exist.

I can share that on November 21, 2024 at 15:00 I went to Skyhaven to have my plane fueled for an upcoming trip. I called the line service number and was told they could not fuel my plane. I asked why and was told the fuel truck was broken and they would not use the temporary fuel cart either. I pulled my plane from the hangar and decided to fly to KHIG for fuel. Just moments after my call for fuel I taxied to the runway where I took a picture of the supposedly broken fuel truck, fueling a University aircraft. The long story short, I spent two hours and ten gallons of fuel to be able to top off my plane due to their refusal to provide service. At worst this was reprisal, or at best it was incompetence of the line service crew. I hope it was the latter. Either way it is a commentary of the world we have to live in at Skyhaven airport.

My request is this; is there protection for complainants and what is the process?

[REDACTED]  
(660)580-2660



# EXHIBIT Q



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

**Minimum Standards**

**Effective Date TBD**

## TABLE OF CONTENTS

### SECTION 1 GENERAL INFORMATION

|   |     |
|---|-----|
| 1-1. General                              | 4   |
| 1-2. Definitions                          | 4-6 |
| 1-3. Scope                                | 6   |
| 1-4. Liability                            | 6   |
| 1-5. Police power                         | 6   |
| 1-6. Penalties                            | 7   |
| 1-7. Lost articles                        | 7   |
| 1-8. University Department of Aviation    | 7   |
| 1-9. Governing Board                      | 7-8 |
| 1-10. Minimum Standards Review Committee. | 8   |

### SECTION 2 PUBLIC AND TENANT USAGE 8

|   |      |
|---|------|
| 2-1. Conduct                                      | 8    |
| 2-2. Sanitation                                   | 8    |
| 2-3. Preservation of property                     | 9    |
| 2-4. Weapons, explosives, and flammable materials | 9    |
| 2-5. Interfering or tampering with aircraft       | 9    |
| 2-6. Restricted areas                             | 9    |
| 2-7. Roads and walks                              | 9-10 |
| 2-8. Animals or pets                              | 10   |
| 2-9. Loitering and refusal to comply              | 10   |
| 2-10. Model aircraft, rockets, parachute jumping  | 10   |
| 2-11. Use of shop areas                           | 10   |
| 2-12. Trash containers                            | 10   |
| 2-13. Storage of equipment                        | 10   |
| 2-14. Maintenance                                 | 10   |
| 2-15. Structural and decorative changes           | 11   |
| 2-16. Damages                                     | 11   |
| 2-18. Default of obligations                      | 11   |
| 2-19. Hangar Allocation                           | 11   |
| 2-20 Financial Accounting                         | 11   |
| 2-21. Whistleblower Provision                     | 12   |

### SECTION 3 AIRCRAFT OPERATION 12

|  |    |
|--|----|
| 3-1. Aeronautical activities             | 12 |
| 3-2. Aircraft registration and operation | 12 |
| 3-3. Accident reports                    | 12 |
| 3-4. Refusal of airport use              | 12 |
| 3-5. Closing of airport                  | 13 |
| 3-6. Disabled aircraft                   | 13 |
| 3-7. Repair of aircraft                  | 13 |
| 3-8. Engine starting and run-up          | 13 |
| 3-9. Aircraft parking                    | 13 |

|  |        |
|--|--------|
| 3-10. Experimental demonstrations  | 13     |
| 3-11. Airport facility damage  | 13-14  |
| 3-12. Ground operations, taxi, take-offs, and landings                                     | 14     |
| <br>SECTION 4 MOTOR VEHICLES   | <br>14 |
| 4-1. Licensing   | 14     |
| 4-2. Rules of operation  | 14-15  |
| 4-3. Speed limits  | 15     |
| 4-4. Repair of motor vehicles  | 15-16  |
| 4-5. Vehicle parking   | 16     |
| 4-6. Ramp vehicles   | 16     |
| <br>SECTION 5 GENERAL SAFETY RULES   | <br>16 |
| 5-1. Smoking   | 16-17  |
| 5-2. Cleaning of aircraft  | 17     |
| 5-3. Storage   | 17     |
| 5-4. Doping and painting   | 17     |
| 5-5. Liquid disposal   | 17     |
| 5-6. Fueling operations  | 18     |
| 5-7. Other regulations   | 19     |
| 5-8. Open flame operations   | 19     |
| 5-9. Explosives and other dangerous articles   | 19     |
| 5-10. Explosives and articles barred   | 19     |
| 5-11. Radioactive materials  | 19     |
| 5-12. Pavement and floor care  | 19     |
| <br>SECTION 6 GENERAL AVIATION FIXED BASE OPERATOR AND COMMERCIAL<br>BUSINESS REQUIREMENTS | <br>20 |
| 6-1. Approval of Airport Manager required.   | 20     |
| 6-2. Commercial Vendor Agreement.  | 20     |
| 6-3. Application.  | 20     |
| 6-4. Notice of Cancellation.   | 20     |
| 6-5. Right to Appeal.  | 20     |
| 6-6. Anti-Discrimination Clause.   | 20     |
| <br>SECTION 7- FLYING CLUBS AND SPECIAL PURPOSE ORGANIZATIONS                              | <br>21 |
| 7-1. Approval of Airport Manager required  | 21     |
| 7-2. Commercial Vendor Agreement.  | 21     |

## GENERAL AVIATION SECURITY INFORMATION

### 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 Minimum Standards may be amended for time to time after an approval by majority of the Governing Board of Skyhaven Airport. The Minimum Standards shall be reviewed and reapproved every ten (10) years from their effective date.

#### 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 Minimum Standards.

Commercial Business. A "Commercial Business" is any for-profit or not-for-profit enterprise, and its agents, employees, or guests, in whatever business organizational entity, whose purpose includes the solicitation of the sale of goods or services at the Airport.

Disabled Aircraft. A "Disabled Aircraft" is any registered aircraft deemed non-airworthy due to damage or any other cause under the applicable provisions of 14 CFR Subpart C for greater than six (6) months and with no intent by the registered owner to repair.

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), in accordance with AC 150/5190-7, means a commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

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.

Governing Board. "Governing Board" responsible for operational oversight of Skyhaven Airport as duly formed under the Minimum Standards to hear appeals from Airport tenants as to Minimum Standard violations and to form the Minimum Standards Review Committee every ten (10 years).

Hangar. A "Hangar" shall mean an enclosed structure used primarily, but not exclusively, for the storage, security, and service of aircraft and any associated tools and equipment.

Hindrance. A "Hindrance" shall be defined as the knowing violation, for a period of greater than 90 days after notice of violation and after tenant or licensee has either lost his or her appeal or failed to exercise the right, of the Minimum Standards of the Airport by any airport tenant or licensee through an intentional or criminal act causing material harm to persons or property 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.

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. . The Minimum Standards shall only be amended under the procedures in this Section. For any contingencies not covered by these Minimum Standards, the University is authorized to establish such additional provisions as may seem desirable and proper for safe operations of the airport for a period not to exceed sixty (60) days.

#### Sec. 1-4. LIABILITY

Any person using the Airport and its facilities shall do so at their own risk, unless otherwise set forth by specific agreement. The University assumes no responsibility for loss, injury, damage, personal injury, or death to the person or property however caused or from, , wind, flood, earthquakes, or any acts of God, of the public enemy.

#### Sec. 1-5. POLICE POWER

The Airport Manager shall make necessary and appropriate arrangements with the University Department of Public Safety and other law enforcement agencies for the security of the airport. Subject to the provisions of the Hangar License Agreement, Hangar licensees shall have the right to install a security alarm or camera system for the purpose of the safety and security of persons and personal property in a licensed Hangar.

#### 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 Airport Manager'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 a 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.

#### Sec. 1-9. GOVERNING BOARD

The Airport shall provide for the creation of a Governing Board to ensure Airport operations meet the requirements of Skyhaven's FAA Airport Improvement Program (AIP) Grant Assurance and the needs of the local aviation community.

- a. Membership of board shall include the President of the University of Central Missouri, the Airport Manager, a non-university employee representative of the Johnson County Missouri County Commission, a non-university employee representative of the City of Warrensburg, and three current hangar licensees who are not university employees.
- b. Members will be selected by the University of Central Missouri Board of Governors for five (5) year terms, or until ineligible due to relinquishment of position or hangar license.
- c. Powers of the board shall include:
  - i. The ability to hear appeals from Airport tenants or licensees regarding notices of violation or notices to vacate a licensed premise, and if justified overturn the action of the Airport.
  - ii. Participation in the decennial Minimum Standards Review Committee and the ability to accept or reject recommendations for amendment of the

Minimum Standards by a vote of a simple majority of the Governing Board.

- iii. The ability to call a Special Session of the Minimum Standards Review Committee by a vote of  $\frac{3}{4}$  of Governing Board in order to amend the Minimum Standards due to unforeseen circumstances under the same Committee procedures described in Sec. 1-10.

#### Sec. 1-10. MINIMUM STANDARDS REVIEW COMMITTEE

The Governing Board shall appoint a five (5) person Minimum Standards Review Committee, ("Committee"), from the members of the Governing Board to review and amend as necessary the Minimum Standards every ten (10) years from the date of the last effective date of the Minimum Standards (hereinafter "Date").

- a. The Committee shall meet no later than ninety (90) days after the Date and submit any changes for public comment no later than ninety (90) days after the Date.
- b. The public comment period shall last for ninety (90) days after the submission of the proposed changes.
- c. Any member of the Committee shall have the power to reopen discussions for a period of thirty (30) days for reconsideration of the proposed changes based upon public comment.
- d. Either at the end of the initial public comment period, or at the end of an extension if required, the Committee shall have the power to recommend to the Governing Board amendments to the Minimum Standards by a vote of a simple majority of the Committee.
- e. Each member of the Committee shall have the ability to appoint a delegate to act in his or her place, but under no circumstances may the delegate be another member of the board.
- f. The Committee shall at a minimum contain one member who is not an employee of the University and one member who is a licensee of the Airport.

### **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 at 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 Airport Manager 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 at 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 at 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 to 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 affect 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 Airport Manager 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.

#### Sec. 2-19 HANGAR ALLOCATION

Available Hangars shall be publicly posted every thirty (30) days by the Airport and the list updated to reflect current availability and pricing for rent. Upon application for a Hangar license and an applicant will receive notice of approval or disapproval within five (5) business days of application. If an application is denied, the Airport will provide a written explanation for the reason. Available Hangars will be allocated in a ratio of the total number available of 1/3 to University use and 2/3 to non-University public licensees.

#### Sec. 2-20 FINANCIAL ACCOUNTING

Airport will maintain accurate and timely records of all financial transactions involving tenants, licensees and grantees. Upon written request any tenant, licensee, and grantee shall receive a full financial accounting of all money owed by or due to Airport within five (5) business days of the request.

## Sec. 2-21 WHISTLEBLOWER PROVISION

Any Airport tenant, licensee, or grantee may report a violation of the Airport Minimum Standards, FAA AIP Grant Assurance, violation of state or federal law, or violation of a provision of an agreement with Airport without threat of retaliation from Airport, Airport Manager, or any other agent working for Airport. Any allegation of retaliation shall be reportable to the Airport Governing Board or University Board of Governors at the sole discretion of the complainant.

## 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 Airport Manager, including names, addresses, and all pertinent information. The Airport Manager 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 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. If the Airport Manager denies the use of an area of the Airport or a service commonly provided by the Airport to the public then the denial must be based upon either a published Notice to Airmen (NOTAM), filed with the FAA Flight Service Station, and addressing that specific area or service, or the reason must be provided in writing, upon request of the person denied the service, to that person within five (5) business days.

### 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, with reasonable notice. 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 provided notice of five (5) business days is provided prior to towing by University..

### Sec. 3-7. REPAIR OF AIRCRAFT

Subject to limitations within the Hangar license and the Commercial Vendor Agreement, aircraft owners may repair or service their own aircraft within their own licensed hangars that constitutes preventative maintenance in accordance with 14 CFR 43.3 and applicable 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 Airport Manager.

### Sec. 3-10. EXPERIMENTAL DEMONSTRATIONS

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

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 Airport Manager '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 Airport Manager 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, except during aircraft towing operations.
- c. All vehicles shall pass to the rear of taxiing aircraft.
- d. 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.
- e. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle or aircraft on the Airport.
- f. 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.
- g. No vehicle shall be operated on the Airport if it is so constructed, equipped or loaded as to endanger persons or property.

h. 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.

i. 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 Airport Manager .

Vehicles crossing the runway will make certain the crossing will not interfere with any aircraft operation whether flying or taxiing.

j. All vehicles operating on the Airport between sunset and sunrise shall have full operating headlights and taillights visible at least 500 feet.

k. 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.

l. In the event of an emergency on the Airport, only that equipment and personnel so authorized by the Airport Manager or the University shall be used.

m. 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

Minimum Standards Effective Date TBD

- 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 the 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, in which case only the aircraft needs to be properly grounded.
- 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 Manager 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 - GENERAL AVIATION FIXED BASE OPERATOR AND COMMERCIAL BUSINESS REQUIREMENTS**

### **Sec. 6-1. APPROVAL OF DIRECTOR REQUIRED**

FBOs and Commercial Business operations shall be permitted upon approval by the Airport Manager.

### **Sec. 6-2. COMMERCIAL VENDOR AGREEMENT**

A FBO or Commercial Business operation shall be required to meet the requirements specified in the Commercial Vendor Agreement prior to beginning Commercial Business as defined in the Minimum Standards and the Vendor Agreement.

### **Sec. 6-3. APPLICATION**

The Airport Manager will provide written notice within ten (10) business days of the application as to whether the Commercial Vendor Agreement is agreed to or denied by the Airport. If the application is denied the Airport will provide the reason in writing. Airport shall not be permitted to deny an application based upon insurance policies in place at time of application.

### **Sec. 6-4 NOTICE OF CANCELLATION OF AGREEMENT**

If the Airport seeks to revoke, cancel, or suspend the Commercial Vendor Agreement of a tenant or licensee operating under the agreement, the Airport Manager will provide no less than ninety (90) days written notice of the decision, unless immediate action is required in the interest of the safety or security of the University or the Airport. In the event immediate action is taken without notice, the Airport Manager will provide written notice to the Vendor within five (5) business days of the revocation, cancellation or suspension of the Agreement.

### **Sec. 6-5. RIGHT TO APPEAL**

Any actions taken by Airport against a vendor operating under a Commercial Vendor Agreement, or an applicant to the same, are appealable to the Governing Board.

### **Sec. 6-6. ANTI-DISCRIMINATION CLAUSE**

Any applicant for a Commercial Vendor Agreement shall be able to apply without discrimination based upon race, creed, color, national origin, sex, age, handicap, previous employment with Airport, or previous dispute with Airport Director.

## **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 Airport Manager. .

### **Sec. 7-2. COMMERCIAL VENDOR AGREEMENT**

A Flying Club or Special Purpose Organization or any individual member thereof shall be required to meet the requirements specified in the Commercial Vendor Agreement prior to beginning Commercial Business as defined in the Minimum Standards and the Vendor Agreement . The Flying Club or SPO operating under the Commercial Vendor Agreement shall have all of the rights afforded to a Commercial Business under Section 6 of the Minimum Standards.

For questions regarding these rules and regulations contact:

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Director, Aviation Operations & Maintenance  
281 NW 50 HWY  
Warrensburg, MO 64093  
660-543-4947

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# 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.

| <b>Primary Agency</b> | <b>Telephone Number</b> |
|-----------------------|-------------------------|
|-----------------------|-------------------------|

|   |              |
|---|--------------|
| University of Central Missouri, Public Safety | 660-534-4123 |
|---|--------------|

## **Secondary Agencies**

|                                 |               |
|---------------------------------|---------------|
| Johnson County Sheriff          | 660-747-5511  |
| Missouri Highway Patrol         | 816-524-9200  |
| Federal Aviation Administration | 816-329-4000  |
| TSA GA Safety Hotline           | 866-GA-SECURE |
| Kansas City FBI                 | 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 \_\_\_\_\_

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

# **EXHIBIT R**

## AIRPORT HANGAR LICENSE AGREEMENT

THIS LICENSE ("Agreement"), 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"). All terms and provisions in the Agreement will be as defined in the UNIVERSITY *Minimum Standards*, as record \_\_\_\_\_, unless otherwise specified in this LICENSE. The term *Minimum Standards* will include, but not be limited to, all of the regulatory provisions required of UNIVERSITY under its FAA AIP (Airport Improvement Program) Grant Assurance obligations.

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 (10<sup>th</sup>) 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 Agreement will automatically terminate. UNIVERSITY reserves the right to seek damages for unpaid fees and any necessary repairs to the Premises. If this 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.

Upon request by LICENSEE the UNIVERSITY will provide a full accounting of money owed by LICENSEE to UNIVERSITY or owed by UNIVERSITY to LICENSEE, and any other record of financial transactions, within the time specified in the UNIVERSITY *Minimum Standards*, but in no case greater than five (5) business days from the date of request.

### ARTICLE 4 USE OF PREMISES

The LICENSEE covenants and agrees to use, maintain, and occupy said Premises in a careful, safe and proper manner in accordance with the UNIVERSITY *Minimum Standards*.

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 the UNIVERSITY *Minimum Standards* then in effect,. 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 in accordance with UNIVERSITY *Minimum Standards*.

The LICENSEE covenants and agrees not to use said Premises for commercial aviation, except as provided for under a signed Commercial Vendor Agreement and as otherwise specified in the

UNIVERSITY *Minimum Standards*. 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 without an additional agreement.

Repairs requiring the service of a third-party aircraft mechanic, who is not the LICENSEE, may be performed in the Premise or in designated locations if a Commercial Vendor Agreement is in effect as specified in the UNIVERSITY *Minimum Standards*..

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. Prior to accepting responsibility for Premise, LICENSEE and UNIVERSITY shall conduct a joint physical inspection of the Premises, mutually agree upon the physical condition Premise ("Physical Condition"), and annotate any known maintenance issues, including, but not limited to the condition of the roof, door, electrical system, plumbing (if applicable), heating and cooling (if applicable). Once mutually agreed upon the Physical Condition shall be the expected condition of the Premise at termination of the Agreement.
- B. 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, excluding normal wear and tear. Such repairs shall be undertaken by the UNIVERSITY, and LICENSEE will be assessed the amount of the repairs, and will be expected to remit payment before termination of the Agreement.
- C. 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.
- D. If maintenance or repairs are the responsibility of the UNIVERSITY, and damage or scope of repairs render the Premises unsafe due to a risk of harm or damage to persons or property 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.
- E. 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 made or installed be deemed to have attached to the Premises, 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, with the exception of reasonable wear and tear, unless LICENSEE and UNIVERSITY have agreed that the alterations, improvements, and additions shall remain the property of the LICENSEE in an amendment to this Agreement wherein the alterations, improvements, and additions shall be described with specificity. . 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., If LICENSEE refuses to remove the additions, improvements, fixtures and installations after notice under this Article the after a reasonable time UNIVERSITY may affect 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 Physical Condition mutually agreed upon by UNIVERSITY and LICENSEE provided that the fire or other casualty is attributable to a negligent, intentional, or criminal act by LICENSEE.

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 if the fire or other casualty is attributable to a negligent, intentional, or criminal act by LICENSEE.

## 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. LICENSEE shall receive written notice of said inspection or repairs no less than five (5) business days prior to the beginning of inspection or repair

along with an estimated duration of the inspection or repair. If the Premises is unavailable due to the inspection or repair for the Licensee to substantially use and enjoy as agreed in the Agreement for a period of greater than 5 (five) calendar days, then UNIVERSITY shall reduce the LICENSEE's license fee by a pro-rata daily rate based upon each day of unavailability beyond that date. . Any other access to Premise without Licensees permission shall be considered a trespass at law. Licensee shall have the right to install a security alarm or camera system, under the provisions of Article 6 of this Agreement, for the purpose of the safety and security of persons and property on the Premises.

## 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 the Physical Condition as mutually agreed upon under this Agreement. .

The LICENSEE shall at the LICENSEE'S expense remove all property of the LICENSEE and all alterations, additions and improvements, repair all damage to the Premises caused by such removal, and restore the Premises to the Physical 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 harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance in accordance with the UCM *Minimum Standards*.

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 the Airport by commercial aircraft or other aircraft in accordance with the UNIVERSITY *Minimum Standards*. The UNIVERSITY reserves the right to further develop or improve the landing area of the airport under the policies and regulation of the UNIVERSITY *Minimum Standards* and in accordance with all applicable federal, state, and local law, including FAA AIP Grant Assurance obligations.

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 in accordance with the UNIVERSITY *Minimum Standards*, 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 shall 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 in accordance with UNIVERSITY's FAA AIP Grant Assurance obligations. 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 under the policies and regulation of the UNIVERSITY *Minimum Standards* and in accordance with all applicable federal, state, and local law, including FAA AIP Grant Assurance obligations

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: