Federal Aviation Administration

Office of Airports

901 Locust, Room 364
Kansas City, MO 64106

October 3, 2025

VIA ELECTRONIC MAIL

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Subject: Review of Part 13 Complaint Skyhaven Airport (RCM) Corrective Action Plan (CAP) – September 15, 2025

Dear Mr. Little:

The Federal Aviation Administration (FAA) has completed its review of Skyhaven Airport (RCM) September 15, 2025 Corrective Action Plan (CAP), submitted in response to the Part 13 complaint concerning RCM. After careful evaluation, the FAA has identified areas where the CAP remains deficient and does not demonstrate compliance with federal grant assurances or FAA policy.

Section 1. Improved Commercial Operations Vendor Application and Agreement Process
The FAA requested copies of all leases, contracts, and Commercial Vendor Agreements (CVAs) in order to evaluate the airport's compliance with its federal obligations. The airport provided an agreement with a private hangar developer but did not provide any CVAs for either the University's internal entities (Flight School, Aircraft Maintenance, etc.) or the developer. This omission is a significant deficiency.

As FAA noted in its April 15, 2025 correspondence:

> *"While we understand and appreciate the airport sponsor, as a public university, may have internal overlap of duties or activities, our concerns are solely focused on the airport and its operations in relation to the federal obligations the University has accepted, when federal funds were expended at the airport, and its treatment of similarly situated airport users. The University's organizations (the Flight School and Aircraft Maintenance) should not be allowed to conduct business at the airport in a manner that is different than that prescribed to public users of the airport … Such agreements with*

these university entities should also include the rates and charges for real property and/or land lease agreements and tie-down fees for these entities of the university, as applied to all other users of the airport."

This directive applies equally to the University's internal aeronautical units and to private aeronautical operators, including the hangar developer. Hangar development and leasing constitutes a commercial aeronautical activity subject to Minimum Standards and nondiscrimination requirements, which requires execution of a Commercial Operations Vendor Agreement (CVA) or equivalent commercial operating agreement consistent with the airport's Minimum Standards.

Advisory Circular 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, draws a distinction between an airport's Rules and Regulations—which govern general airport conduct—and its Minimum Standards, which establish the minimum qualifications and criteria required for a person or entity to provide commercial aeronautical services. Without CVAs in place for university entities, the hangar developer, and other commercial entities operating on the airport, the airport cannot demonstrate that it is applying its Minimum Standards consistently and without discrimination.

Two compliance issues arise from the current record:

1. Failure to Apply Minimum Standards Consistently
    - In *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority*, FAA Docket No. 16-01-05[1], the FAA determined that allowing one aeronautical user to conduct commercial activities without complying with the Minimum Standards imposed on other similarly situated operators placed those operators at a competitive disadvantage and constituted unjust discrimination. The FAA emphasized that selective enforcement or self-exemption of Minimum Standards is incompatible with Grant Assurance 22's requirement of economic nondiscrimination.
    - No CVAs were produced for the University's Flight School, Aircraft Maintenance, or Fixed Base Operator (FBO) operations.
    - No CVA was produced for the hangar developer, despite FAA's recognition of hangar development and leasing as a commercial aeronautical activity subject to Minimum Standards.
    - No CVA was produced for Mr. Suhr, who has attempted, on multiple occasions, to receive a CVA and whose commercial activity meets the threshold test on RCM's Commercial Vendor Application webpage.
      This selective treatment continues to raise concerns of economic nondiscrimination (Grant Assurance 22) and exclusive rights (Grant Assurance 23).

[1] *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority*, FAA Docket No. 16-01-05 (Director's Determination). The FAA held that selective enforcement or self-exemption of Minimum Standards—by permitting one entity to operate commercially without meeting requirements imposed on others—constitutes unjust discrimination under Grant Assurance 22.

2. Ambiguity in Rules and "Incidental Use" Definitions
    - The airport's September 17, 2025 revision to its Rules and Regulations introduced a definition of "Incidental Use" under Section 1-3: *"Incidental Use means occurring merely by chance or without intention or calculation. Incidental use is the incidental use of nonsubstantive (minor, incidental, occasional) aeronautical commercial activities in the hangar. Storage of commercial operations equipment in a hangar is considered incidental use."*
    - While this definition is now codified, it creates ambiguity because it establishes a **third category of activity** (neither fully commercial nor non-commercial) that the FAA does not recognize. FAA policy and precedent (see *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority (FAA Docket 16-01-05, 2016/2017)* have made clear that sponsors may not create local exemptions by redefining or excusing minor or occasional commercial activity as "incidental."[2]
    - The effect is that RCM has adopted a self-defined carve-out that risks undermining consistent enforcement of Grant Assurance 22 (Economic Nondiscrimination) and Grant Assurance 23 (Exclusive Rights). FAA's framework remains binary: aeronautical vs. non-aeronautical, commercial vs. non-commercial. The insertion of an "incidental" category therefore does not resolve the compliance concern and instead perpetuates ambiguity.
    - The Rules and online application materials contain inconsistent language regarding eligibility and obligations, further evidencing unequal treatment of similarly situated applicants (e.g., Ralston versus UCM Aircraft Maintenance and UCM FBO).

FAA has also received evidence that multiple aircraft affiliated with [redacted] are being rented from Skyhaven Airport purportedly without any executed CVA. Reported information states that *"parked on the ramp in front of the UCM terminal is an aircraft advertised for rent."* These aircraft have displayed a "For Rent" sign as of December 31, 2024, and were still observed in place and available through 2025. Multiple other aircraft (as many as six others) associated with [redacted] have also been identified. Aircraft rental is expressly defined as a "commercial aeronautical activity" under Skyhaven's Minimum Standards. The airport's failure to require CVAs for aircraft rental operations—particularly when conducted directly in front of the RCM terminal—further demonstrates inconsistent and selective enforcement of its Rules and Minimum Standards.

Until CVAs are executed, applied uniformly, and produced for all aeronautical service providers—including University-affiliated operations, the hangar developer, and outside commercial applicants such as Mr. Suhr and now the entity with aircraft available for rent on the airport's apron —the FAA cannot determine that RCM is in compliance with its federal obligations under Grant Assurances 22 and 23.

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[2] FAA Director's Determination, *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority*, FAA Docket No. 16-01-05, at p. 24 (2017) (holding that exempting one provider from Minimum Standards, while enforcing them on others, gave the exempted entity an economic advantage and constituted unjust discrimination under Grant Assurance 22) .

FAA expects:

- Executed Commercial Vendor Agreements (CVAs) for all aeronautical service providers, including both University-operated and external entities.
- Elimination of the "incidental use" carve-out — FAA does not recognize this as a valid exemption.
- Consistent application of Minimum Standards to all providers, without selective exemptions.
- Clear, uniform Rules and Regulations and online application materials with no ambiguity.
- Documentation showing that CVAs are applied consistently and without discrimination.

2. Non-discriminatory Treatment Between UCM and Other Commercial Operations at the Airport

The FAA's September 4, 2025 letter concluded that UCM's Flight School and Aircraft Maintenance operations qualify as commercial aeronautical activities under Skyhaven's Rules and Regulations and therefore must be treated as commercial operators. As FAA noted:

> *"This exemption [for UCM entities] creates unequal treatment compared to public users, violating Grant Assurance 22, Grant Assurance 23, and potentially Grant Assurance 24."*

Despite this, RCM's CAP continues to assert that its internal operations are exempt from lease and CVA requirements. The CAP states: *"To the extent not exempted by FAA Order 5190.6B Change 3 section 8.5 'Aeronautical operations of the sponsor' … Appropriate UCM personnel will be required to sign a statement acknowledging their employment duties include ensuring UCM is held to the same Rules and Regulations as other similarly situated users of the airport."* RCM further references clarification of "incidental use of hangar space" in the Rules and Regulations and the Commercial Operations User Application.

By writing "to the extent not exempted by FAA Order 5190.6B §8.5," UCM is reserving to itself the right not to execute binding agreements for its Flight School, FAA-certified Repair Station, and other commercial aeronautical activities. This interpretation misapplies FAA policy.

FAA Order 5190.6B §8.5 provides:

> *"An airport sponsor is not considered to have granted an exclusive right if it elects to provide any or all of the aeronautical services needed at the airport itself. A sponsor may exercise what is referred to as a 'proprietary exclusive' and provide aeronautical services directly using its own employees and resources. However, the sponsor may not use its position as owner and operator of the airport to create unreasonable barriers to competition. The sponsor is expected to adhere to the principles of economic nondiscrimination in its provision of services, including ensuring that rates, fees, and*

conditions applicable to aeronautical services are reasonable, applied consistently, and made available to the public."

While §8.5 allows a sponsor to self-provide services without creating an exclusive rights violation, **it does not exempt the sponsor from executing agreements or applying reasonable and transparent terms.** The sponsor must still demonstrate compliance with Grant Assurances 22 and 23 by holding itself to the same obligations as other similarly situated providers.

FAA further understands that UCM operates FBO-level services at RCM outside of the CVA process. These services are closely aligned with Ralston Aviation's A&P/commercial operation , yet at present, only Ralston is required to execute a CVA. This self-exemption places Ralston at a competitive disadvantage and undermines equal access.

FAA precedent supports this conclusion. In *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority* (FAA Docket No. 16-01-05), FAA determined that imposing substantial obligations on a full-service FBO while exempting a flying club providing similar services constituted unjust discrimination. The Director's Determination emphasized that **exempting one provider from Minimum Standards and lease requirements, while enforcing them on others, gives the exempted entity an economic advantage in violation of Grant Assurance 22.**[3]

The circumstances at Skyhaven are analogous. UCM exempts itself from RCM CVA requirements for its own FBO and maintenance operations while applying those requirements to Ralston. At the same time, Suhr's applications have been handled inconsistently with RCM's Rules and Minimum Standards. Unless RCM executes and applies CVAs uniformly across all similarly situated providers—including UCM entities—the FAA cannot conclude that the airport is compliant with its nondiscrimination and exclusive rights obligations.

<u>FAA expects:</u>

- Binding agreements/leases for all entities conducting commercial aeronautical activities, including University-operated programs.
- Proof that University operations are subject to the same obligations, rates, fees, and conditions as external providers.
- No reliance on FAA Order 5190.6B §8.5 as a blanket exemption from agreements or obligations.
- Equal application of CVA requirements to all similarly situated providers of commercial aeronautical services.
- Demonstrated compliance with Grant Assurances 22 and 23 through consistent treatment across all operators.

3. Enforcement of RCM's Rules and Regulations Against Unauthorized Commercial Aviation Maintenance

[3] *See* FAA Director's Determination, *GFK Flight Support, Inc. v. Grand Forks Regional Airport Authority*, FAA Docket No. 16-01-05.

FAA's June 3, 2025 letter directed the airport to resolve the disparity in treatment between applicants, specifically where Mr. Suhr's commercial operations application was returned as not required while Mr. Ralston's application remained pending without a clear process or timeline. FAA requires documentation demonstrating consistent treatment of all applicants engaged in comparable activities.

RCM's CAP response asserts that it "must take users at their word" on whether a hangar is used for incidental or commercial purposes, and that Mr. Suhr declined to reapply, implying his acceptance of an "incidental" classification. RCM further asks whether FAA's review of its Rules and Regulations—which the airport claims FAA "took no issue with" in June—now invalidates this approach.

This position is unsupportable. The Rules and Regulations (Rev. June 25, 2025) state at §3-2.A:

> *"Any individual, corporation, s-corporation, limited liability corporation, limited liability partnership, partnership, sole proprietor, firm or entity desiring to conduct, perform or to engage in commercial activity at or upon the property of the Skyhaven Airport within a licensed hangar or within a structure that creates a dedicated physical presence, shall submit to the University of Central Missouri through the application portal, an application…"*

There is no reference to "primary location" or to an exemption for "incidental" operations.

Nevertheless, on July 25, 2025, then-Airport Manager [redacted] advised Mr. Suhr that because Hangars 30 and E5 were not his "primary location," no Commercial Vendor Agreement was required. Holland further described terminal offices as "courtesy" space, even while acknowledging that Suhr had listed them in his application.

Mr. Suhr's attorney, in correspondence on August 3, 2025, noted that this interpretation had no basis in the Rules and that, under their plain meaning, Mr. Suhr should have been required to hold a CVA in the same manner as Mr. Ralston. Instead, RCM exempted Suhr from the CVA process.

RCM's CAP further asserts that during a prior FAA meeting, representatives of FAA indicated agreement with UCM's practice of "taking users at their word" on whether a hangar is used for incidental or commercial activity. FAA does not agree with this characterization. Our recollection of that discussion was that the context related to **itinerant activity at the airport**, not "incidental" operations. FAA policy does not support, nor does it define, "incidental use" as a permissible exemption from commercial aeronautical requirements. As such, FAA will not consider "incidental use" to be a recognized standard for exempting commercial activity from application and agreement requirements.

By relying on self-reporting and the undefined concept of "incidental use," RCM has effectively created an unenforceable exemption that undermines both the airport's own Rules and FAA's

compliance framework. As demonstrated in Mr. Suhr's case, this practice has resulted in unequal treatment of similarly situated applicants, contrary to Grant Assurance 22.

Additionally, FAA notes that the only investigation report provided by RCM (dated July 7, 2025) concerned an oil change performed under owner-performed maintenance privileges and was closed with no violation found. However, FAA has received evidence that multiple aircraft are being held out for rent directly on the apron in front of the UCM terminal, including N4206J and several others affiliated with [redacted]. By the University's own Rules and Regulations and Minimum Standards, **aircraft rental constitutes a commercial aeronautical activity**. Yet, no Commercial Vendor Agreements (CVAs) or leases have been produced for these operations, and no investigation reports have been documented.

This contrast—between a single closed investigation of non-commercial activity, and the lack of any documented enforcement regarding visible, ongoing rental operations—underscores FAA's concern that Skyhaven is selectively applying its Rules and Minimum Standards. To satisfy Grant Assurances 22 and 23, FAA requires evidence of consistent enforcement actions and executed agreements for all entities engaged in commercial activity, including aircraft rental operations observed on the airport's apron.

FAA expects:

- Consistent enforcement of CVA requirements for all providers, with no exemptions based on self-reporting or "incidental use."
- Removal of ambiguous or self-defined categories (e.g., "incidental use") as justification for avoiding agreements.
- Proof that all applicants are treated under the same published process and standards.
- Documentation showing actual enforcement actions (investigation logs, notices, penalties) where commercial activity is occurring.
- Assurance that courtesy arrangements or undefined exceptions are not used to bypass CVA requirements.

Section 4. Evidence of Implemented Corrective Measures and Compliance Monitoring Reports

RCM's October 1, 2025 CAP update states: *"UCM will develop a Compliance Monitoring Plan to routinely document efforts to ensure airport users' compliance with Rules and Regulations,"* with a completion date of October 1, 2025. The airport reports that the plan has been created and incorporated into Section 1-4.E of its Rules and Regulations, requiring an annual compliance inspection of UCM-occupied hangars and tenant hangars.

While compliance monitoring is an important element of airport oversight, monitoring a plan that is not itself in conformity with FAA policy and definitions is not sufficient. As noted in Sections 1 through 3 of this response, RCM's Rules and Regulations contain ambiguous provisions (such as undefined "incidental use"), selective enforcement, and exemptions applied to UCM's own

operations. Routine inspection of tenants under these flawed standards will only perpetuate unequal treatment and misapplication of FAA requirements.

FAA clarifies that the concern has never been merely with the terminology (e.g., "after-hours") but with the substance of **unauthorized maintenance and unregulated commercial activity**. A compliance plan that measures tenants against Rules that FAA has already found ambiguous or inconsistently applied cannot demonstrate corrective action. Until RCM amends its Rules and Regulations to align with FAA definitions, applies them uniformly across all similarly situated operators, and documents enforcement through executed agreements, the Compliance Monitoring Plan is premature and does not establish compliance.

Accordingly, the airport's proposed Compliance Monitoring Plan cannot be accepted in isolation. Until RCM first recognizes and accepts the underlying deficiencies identified in Sections 1 through 3—namely the failure to execute CVAs for all similarly situated providers, the self-exemption of UCM's own operations, the inconsistent application of Rules, and the misuse of terms such as "incidental use"—any monitoring process will only perpetuate noncompliance. FAA emphasizes that the corrective action plan as a whole will not be accepted until these core issues are acknowledged, corrected, and applied consistently to all aeronautical users at Skyhaven Airport.

FAA expects:

- A compliance monitoring plan built on corrected Rules and Regulations that conform to FAA definitions and standards.
- Proof of executed CVAs for all entities conducting commercial aeronautical activities, prior to monitoring or inspections.
- Documentation of compliance monitoring in practice: reports, findings, corrective actions, and enforcement measures.
- Evidence that monitoring and enforcement are applied consistently across all aeronautical users of the airport.
- Removal of ambiguous terms (e.g., "incidental," "after-hours") to ensure monitoring reflects clear FAA obligations.

Final Considerations

We would like to reiterate our position found in our September 4, 2025 letter, that until corrective actions are fully accepted, implemented, and documented, FAA reserves the right to impose special grant conditions, including zero-pay status and the withholding of discretionary funds, to protect federal investments. If all items identified in the approved CAP are not resolved to FAA's satisfaction by **October 15, 2025**, the FAA will withhold future discretionary funding and consider further restrictions of Non-Primary Entitlement funds should RCM fail to conclude CAP requirements.

If you have any questions or need additional information, please contact Angie Muder at (816) 329-2620 or angela.muder@faa.gov.

Sincerely,

RODNEY N JOEL

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