

**Schedule of Minimum Standards to
Conduct Commercial Aeronautical Services
at
Tulsa Riverside Airport (RVS)
Tulsa, Oklahoma**



Chair, Tulsa Airports Improvement Trust

Policy Review required on or before: March 14, 2029.

Approved and Effective: March 14, 2024

Record of Changes

Tulsa Airports Improvement Trust Purchasing Policy

Date of Change	Revision Number	Summary Details of Changes Made	Approved by
11-16-1988	Original		TAA
1-11-2007	Second Original		TAIT
6-18-2015	Revision 2	The existing Minimum Standards, approved by TAIT on January 11, 2007, permits the use of above ground fuel storage tanks on leasehold areas, except on tracts in the designated fuel farm area. This area is in the general vicinity of the west end of the Crosswind Runway. Given that the airport is essentially fully developed, this change to the Minimum Standards would allow the installation of above ground fuel tanks without taking up space on a lease that could otherwise be used for hangars or aircraft apron.	TAIT
3-14-2024	Revision 3	The current Minimum Standards were approved in 2015, and have been updated to ensure the flying public and users of the airport are receiving the best possible products and services available, to update compliance language, to eliminate conflicting verbiage between the Standards and our leasing documents, and update new hours required for the operation of FBOs, A&P shop, and specialized aircraft repair operators.	

**Schedule of Minimum Standards
to Conduct Commercial Aeronautical Services and Activities
At Tulsa Riverside Airport (RVS) Tulsa, Oklahoma**

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1.0 Preamble

a. The Tulsa Riverside Airport (Airport or RVS) is owned by the City of Tulsa (City), and maintained and operated by the Tulsa Airports Improvement Trust (TAIT) pursuant to its authority under TAIT's Trust Indenture, and its Amended and Restated Lease with the City of Tulsa. TAIT, as the Airport Sponsor, is recipient of federal funds through Grant Agreements, and is subject to FAA Grant Assurances. The Airport Sponsor's authority to establish minimum standards is vested in Grant Assurance 22, *Economic Discrimination* and 49 U.S.C. § 47107. The Sponsor is also required to follow the Federal Aviation Act of 1958, as amended, and its predecessor, the Civil Aeronautics Act of 1938; the Civil Rights Act of 1964; FAA Order 5190.6B, Airport Compliance Requirements; and Advisory Circular 150/5190-7, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities. In accordance with TAIT's Trust Indenture, §4.2, The whole title, legal and equitable, to the Trust property is and shall be vested in the Trustees, as such title in the Trustees is necessary for their due execution of this Trust. Said Trustees shall have and exercise exclusive management and control of the Trust properties for the use and benefit of the Beneficiary.

b. The FAA encourages the development of minimum standards in order to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations. Minimum standards should be fair and reasonable to all on-airport aeronautical service providers and relevant to the aeronautical activity to which it is applied, and to prevent the grant of exclusive rights, or exclusive business operations.

c. As an Airport which has expended FAA funding, any grant of an exclusive right for the conduct of any aeronautical activity on the airport is contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by other means.

There is no Exclusive Rights violation when a single entity is conducting Aeronautical Activities on the Airport, when:

1. there is no intent under an express agreement, or
2. when the Airport has not imposed unreasonable standards, or
3. if there has not been other means put in place to exclude others from competing in the same Aeronautical Activity.

However, certain circumstances and rationales may exist whereby exceptions to the granting of exclusive rights may occur:

1. Space Limitations. It will not be construed as evidence of intent to exclude others if all available airport land or facilities suitable for a specific aeronautical activity is leased to a single entity if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.

2. Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in a Commercial Aeronautical Activity or Commercial Aeronautical Service at an airport for reasons of safety.

d. These Minimum Standards were developed taking into consideration the:

1. Role of the Airport;
2. Range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport;
3. Future prospects for, and the anticipated development of, the Airport and the community; and
4. Promotion of fair competition at the Airport.

e. Implementation of these Minimum Standards is expected to result in:

1. Improved safety in airport activities;
2. High quality service for all airport users;
3. Financially equitable treatment for all tenants;
4. Reduction in the perception of unjust discrimination and/or unfair treatment;
5. Minimum operating thresholds for prospective commercial operators;
6. Protection from unlicensed and unauthorized products and/or services for airport users;
7. Orderly development of Airport property;
8. Formalized, non-negotiable, baselines for lease development; and
9. Fostering of mutually beneficial tenant-landlord relationships.

2.0 Purpose

TAIT hereby establishes the following Minimum Standards Policy for the Airport to:

a. Establish threshold entry requirements for those Entities (Operators) wishing to engage in Commercial Aeronautical Activities (CAA) or Commercial Aeronautical Services (CAS) at the Airport;

b. Ensure that those Entities engaged in CAA or CAS at the Airport are not exposed to unfair competition; and

c. Protect the public from unsafe, inadequate or substandard aeronautical products, services, and facilities.

3.0 General Policy Statements

a. A reasonable opportunity, without unjust discrimination, must be afforded to all applicants to qualify, or otherwise compete for, available Airport facilities and the furnishing of selected CAA/CAS subject to these Minimum Standards.

b. The establishment of these Minimum Standards does not alter, preempt, or replace TAIT's proprietary right to engage in the development of Airport property as it deems is in the best interests of the Airport and the Airport system.

c. No Operator will be granted an Exclusive Right to conduct any CAA or CAS on the Airport in contravention of FAA regulations or United States Statutes regarding exclusive rights and minimum standards for Commercial Aeronautical Activities.

d. An Operator which is a lessee or sublessee of TAIT must be licensed by TAIT for the specific CAA or CAS it conducts blanket FBO licenses are not allowed.

e. An Operator may fuel and otherwise service its own Aircraft provided the Operator does so using its own employees, vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Governmental Requirements.

f. No Operator will be allowed to begin operations, or continue operations under a new Agreement, below the minimums established herein except as provided in Section 3.0 (g).

g. Recognizing the logistics required for an FBO to establish multiple services, TAIT may, at its discretion, approve an application to begin providing partial services for a specified transition period until full compliance with established minimums can be attained. Application to operate as an FBO through such a transition period must be made for TAIT's consideration as prescribed in Section 16.3, Variances, and such variance must be in writing, and must specify an ending date for the transition.

h. Long term Leases or Licenses may exist for Operators that do not require compliance with these Minimum Standards. However, when an Operator with such agreement wishes to amend the agreement to change or add the CAA or CAS which it is licensed by TAIT to perform, the Operator will be required to comply with these Minimum Standards effective as of the date of the amended Agreement. When an Operator with an Agreement as described in this section

enters into a new agreement upon the expiration or termination of an existing agreement, the Operator will be required to fully comply with these Minimum Standards.

i. As authorized under its Trust Indenture and its Lease, TAIT has the sole right to designate specific Airport areas in which CAA or CAS may be conducted. Such designation must give consideration to the nature and extent of the operation of the lands available for such purpose, consistent with the orderly and safe operation of the Airport and the Airport Master Plan approved by the FAA.

4.0 General Requirements

4.1 Experience/Capability. An Operator must demonstrate its business background and capability, together with its financial capacity, to the satisfaction of TAIT.

4.2 Activities or Services.

a. All Operators engaging in CAA or CAS at the Airport must meet or exceed the requirements of this Section 4 as well as the Minimum Standards specifically applicable to the Operator's CAA or CAS.

b. An Operator may provide services or product sales, which it is licensed to conduct, through a written contractual relationship with an entity licensed by TAIT for that purpose. In that event, the Operator and the licensed entity are mutually responsible for compliance with the Minimum Standards applicable to the services or product sales so provided.

4.3 Multiple Activities or Services. When more than one CAA or CAS is conducted, the minimum requirements may vary depending upon the nature of each activity/service or combination of activities/services but will not necessarily be cumulative.

4.4 Leased Space. Operators must Lease from TAIT (or sublease from an FBO or Operator with TAIT approval) an area of adequate and appropriate size, shape, and location to provide for its activities/services and operations. The Operator must, at all times, comply with all Governmental Requirements, and the subleasees are required to follow the same terms and conditions of the sublessor, and these Minimum Standards.

4.5 Development Standards.

a. **Site and Physical Facilities.** The minimum space requirements provided herein are considered adequate and appropriate for the specified services. The Facilities must meet all Governmental Requirements whether currently in effect or hereafter enacted.

The Facilities must fully and efficiently utilize the Leased Premises to the maximum extent practical.

b. Plan Submission. Improvements constructed on the Airport by the Operator are subject to the development standards contained in the most current Airport Master Plan for RVS. Detailed development plans must be submitted to TAIT through the Airport CEO's office. All construction plans must be submitted for approval prior to modification or construction of any building, hangar, or other aeronautical facility on the Leased Premises. All construction must be approved in writing by TAIT.

4.6 Through the Fence Operations. TAIT may authorize through-the-fence operators to the extent allowed by Minimum Standards for Commercial Aeronautical Activities, FAA Advisory Circular 150/5190-7 (August 28, 2006), or as amended, or any other regulation subsequently imposed by the FAA or other governmental entity succeeding to its jurisdiction, functions or responsibilities.

4.7 Application. A prospective Operator must submit the following information to TAIT, in writing, and thereafter such additional information as may be requested by TAIT:

a. Application. Operator must submit a detailed description of the intended operation and the means and methods it will employ to provide high-quality service to RVS users in accordance with commercially reasonable operating standards and requirements, to include:

1. Names, addresses, telephone numbers, service agents, and additional information appropriate to its business entity type;
2. Services to be offered;
3. Proposed commencement date for operations;
4. Amount of land to be leased;
5. Square footage of improvements to be constructed or leased;
6. Number of aircraft to be provided;
7. Number of personnel to be available to provide services;
8. Hours of proposed operation;
9. Acknowledgment of insurance requirements;
10. Copies of licenses, certificates/certifications, and permits possessed by the Applicant or its key employees, based at the Airport, which are necessary or required to perform the proposed CAA or CAS; and
11. Non-refundable application fee established by TAIT.

b. Experience. The prospective Operator must furnish a statement which demonstrates its competency in the specified CAA or CAS.

4.8 Grounds for Denial. TAIT will consider a completed application to provide CAA or CAS upon receipt and will not unreasonably deny or delay consideration. A delay to implement a competitive process to select an Operator is not unreasonable. Grounds for denial of an application include, but are not limited to, the following:

a. Failure to meet the qualifications, standards, and requirements established by these Minimum Standards for the proposed CAS or CAA;

b. The proposed operation, development, or construction would create a safety hazard on the Airport;

c. Approval would require the Airport to, divert its own revenue, expend funds, or supply labor or materials in connection with the proposed activity or operation that the Airport is unable or unwilling to spend or supply, or the proposed activity or operation will result in a loss of revenues, or affect the ability of the Airport to be self-sufficient;

d. No appropriate, adequate, or available land, space, or building exists at the Airport to accommodate the entire operation(s) of the applicant at the time of application, and none is contemplated to be available within a reasonable time thereafter;

e. The proposed operation, development, or construction would create congestion of aircraft or buildings, or result in undue interference with the operations of any other Operator at the Airport;

f. Intentional or unintentional misrepresentation or failure to make full disclosure in the application or supporting documents;

g. The applicant, or any officer, director, key employee, or person having a controlling interest in the applicant has a record of:

1. Violating the laws, rules, and regulations applicable to the Airport or any other airport;

2. Defaulting in the performance of a lease, license, permit or similar agreement at the Airport or any other airport, or;

3. Conviction of a felony.

h. The inability of the applicant to demonstrate competency or the lack of experience to undertake the proposed operation or activity;

i. Inability to provide the required performance and other bonds, security deposits, or other acceptable surety in the amount required by TAIT for the proposed operation, activity, or construction;

j. Inability or failure to provide required insurance coverage;

k. Revocation or suspension of a fueling license within two (2) years preceding the date of application.

4.9 Insurance. The Operator must maintain insurance coverage, as reasonably may be required by TAIT during the Lease or License term based on the services it is licensed to provide at the Airport. Certificates of Insurance are required to be on file with the Airport, which name TAIT, the TAA, and the City, and their trustees, councilors, agents, officers, and Employees as additional insureds. Complete specifications for insurance are set out in detail in the Lease or License and may change from time to time in order for TAIT and the Lessee/Licensee to best manage their appropriate risks.

a. Insurance Certificate. Concurrent with the execution of a Lease or License Agreement, Operator must furnish to TAIT an Insurance Certificate in compliance with the Lease or License. TAIT, the TAA, and the City, and their trustees, councilors, agents, officers, and Employees are to be named as additional insureds

4.10 Hours of Operation. Entities licensed by TAIT to perform CAA or CAS must be open for business, to meet reasonable public demand unless otherwise stipulated in following chapters.

4.11 Personnel. Entities licensed by TAIT to perform CAA or CAS must have adequately trained and FAA-certificated (as required and appropriate) personnel available during published hours of operation to meet reasonable public demand.

4.12 Parking. Each Commercial entity on the Airport must provide sufficient automobile parking space on its Leased Premises to accommodate employees and customers with no on-street parking.

4.13 Motor Vehicles on the Airport. An Operator may make provisions for the transportation of pilots and passengers of transient General Aviation Aircraft (using the Operator's facilities and services and in the conduct of the Operator's business) to and from the Operator's office to the Operator's Aircraft Tie-down areas and other areas on the Airport; provided, that the motor vehicles do not enter the Aircraft Movement Area. The Operator performing this service with motor vehicles driven on the Airport must do so in strict accordance with applicable Airport Rules and Regulations, federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or hereafter modified or amended. No vehicle with dual-wheeled axle loadings greater than that provided for in construction plans, certified by a professional engineer, or subsequently approved by the FAA, will be allowed on any paved or treated Aircraft Movement Area or Aircraft Parking Area.

4.14 Security. The Operator shall control its Leased Premises to the extent reasonably possible to prevent unauthorized access to the airside. TAIT has the right to install security devices in or on Leased Premises as it deems necessary. Such installation will be at TAIT's expense. If TAIT exercises its right, Operator must provide access to TAIT staff, or its contractor in the installation of security devices. Installation will be scheduled in advance with the Operator for a reasonably convenient time. Any devices installed must not deny access to an Operator's Employees without the concurrence of the Operator.

4.15 General Maintenance Responsibilities. Unless otherwise provided for in its Lease Agreement or License Agreement, the Operator must, at its sole cost and expense, maintain, repair, and keep in good condition all of its Improvements in accordance with these Minimum Standards and all Governmental Requirements.

a. The Operator must maintain pavement, lighting, and all Equipment on its Leased Premises.

b. The Operator must maintain its landscaping, lawn, and grounds. Grass must be maintained at a height not greater than six (6) inches. Trees and shrubbery must not limit visibility for vehicular or aircraft movement.

c. The Operator must clean debris and trash from driveway, taxiways, aprons, lawn and grounds, and sidewalks to maintain safe, clear, unobstructed access to the Improvements at all times for authorized users and emergency vehicles.

d. The Operator must maintain the exterior appearance of its Leasehold Improvements and must prevent, repair, and paint any visible peeling, chipped, faded, or rusted areas. Operator must re-skin the exterior surfaces of a hangar if the skin is penetrated using, at a minimum, 26-gauge metal siding with 20-year paint guarantee. Areas damaged by rust may be overlaid or repaired with corrosive inhibitor coating and painted to match the hangar exterior.

e. Lessee must not store any items on the exterior of the hangar structure except with the prior written consent of the Airports CEO or designee. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components must not be parked, stored, or left standing for a period in excess of thirty (30) days. Approval of the Airports CEO or designee is required if this period will be exceeded.

f. The Operator must install and maintain hand-held fire extinguishers in the interior of all buildings, Aircraft parking and Tie-down areas, and fuel storage areas, pursuant to applicable fire and safety codes.

g. The Operator must provide, at its sole cost and expense, sufficient and appropriate refuse receptacles, and necessary arrangements for adequate sanitation,

handling, and disposal of all refuse from the Airport. Refuse Receptacles on the Leased Premises must not be visible from off-Airport public streets.

h. The Operator will not permit any action on the Leased Premises that has an adverse effect on, or interferes with the proper function of, any drainage system, sanitary sewer system, or other Airport facility.

4.16 Environmental Compliance. Prior to commencing operations at the Airport, Operator must complete an Airport baseline environmental questionnaire. Operator must strictly comply with all applicable environmental laws, Airport policies and procedures, including the Storm water Pollution Prevention Plan, and generally accepted industry environmental practices and standards. Operator must not use or store Regulated Substances on the Airport except as reasonably necessary in the ordinary course of Operator's permitted activities at the Airport, and then only if such Regulated Substances are properly labeled and contained, and notice of and a copy of the current MSD Sheet is provided to the City of Tulsa Fire Department c/o TAIT.

If Operator uses, handles, treats or stores Regulated Substances at the Airport, Operator must have a contract with an EPA or ODEQ approved waste transport or disposal company, and must identify spill response contractors to assist with spills and facilitate waste characterization, transport and disposal. Complete records of disposal manifests, receipts and other documentation must be retained by the Operator and made available to TAIT for review upon request. TAIT has the right as the Grant Sponsor and as the entity with exclusive management and control of the airport, upon reasonable notice, to enter the Operator's premises to inspect, take samples for testing, and otherwise investigate the Operator's premises for the presence of Regulated Substances. Operator is responsible for complying with all reporting requirements under environmental laws with regard to spills, releases or discharges of Regulated Substances by Operator at the Airport. Operator must provide TAIT with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with environmental laws by Operator at the Airport within ten (10) days after such documents are generated, or received, by Operator. Operator will be liable and responsible for the payment of all environmental claims arising out of, or caused in whole or in part by, Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Regulated Substances on the Airport, the violation of any environmental law by Operator, or the failure of Operator to comply with these Minimum Standards. If TAIT incurs any costs or expenses (including attorney, consultant and expert witness fees arising from Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Regulated Substances on the Airport), Operator must promptly reimburse TAIT for such costs upon demand by TAIT.

5.0 Fixed Base Operator (FBO)

5.1 License Provisions for Fixed Based Operator. A TAIT-Licensed Fixed Based Operator (FBO) will be licensed to sell products and services, and provide facilities which must include, at a minimum:

- a. Aviation fuels and lubricants;
- b. Passenger and crew support services;
- c. Aircraft line services and support;
- d. Aircraft airframe and power plant repair;
- e. Tie-downs;
- f. Indoor Aircraft storage;
- g. Office space, flight planning area, restroom facilities, and pilot shop (each of which must be provided in a separate area).

An FBO may also provide any of the following services:

- a. Aircraft sales;
- b. Aircraft charter operations;
- c. Avionics, instrument, or propeller repair; and/or
- d. Other Commercial operations that are determined by TAIT to be complementary and/or supportive of Airport/aviation activities.

Additional services may only be authorized by TAIT in compliance with these Minimum Standards and after TAIT approval.

Fueling Operations requirements are established herein to address safety and environmental concerns as well as to protect the Airport, its users and Operators. Only licensed FBOs may sell fuel at RVS. TAIT has the right, in its sole discretion, to grant fueling concession rights and privileges on the Airport to additional FBOs in compliance with these Minimum Standards. TAIT will not grant additional FBOs the right and privilege of operating under any better rates, terms, or conditions than those granted to existing FBOs.

An FBO may sell fuel by making Aircraft fuel commercially available for pilot self-service from separate pumps installed for that purpose on its own Leased Premises.

5.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, an FBO must provide the following:

- a. **Terminal/Office Space.** An FBO's terminal and office space must be of sufficient size to accommodate the activities and operations provided by the FBO and must conform to all Governmental Requirements.
- b. **Tie-down Areas.** The FBO must provide adequate Tie-down areas with 3-point tie-down apparatus to accommodate ten (10) Airplane Design Group 1 Aircraft.

c. Aircraft Storage. The FBO must provide on its Leased Premises an Aircraft storage Hangar capable of storing four (4) Airplane Design Group 1 Aircraft or one (1) Airplane Design Group 2 Aircraft.

d. Fuel Tanks.

1. If the FBO offers 100LL fuel, it must provide a fuel tank with a minimum capacity of 5,000 gallons or a 15-day supply, whichever is greater.

2. If the FBO offers Jet-A fuel, it must provide a fuel tank with a minimum capacity of 7,500 gallons or a 5 day supply, whichever is greater.

e. Equipment. The FBO must have and maintain adequate Equipment for:

1. Recharging or energizing discharged Aircraft batteries;

2. Moving or towing Aircraft of the maximum size planned for service at the FBO in all reasonably expected weather conditions;

3. Spill control;

4. Extinguishing fire (NFPA-certified dry chemical fire extinguisher units) - Extinguishers must be located within all Hangars, on Apron areas, at fuel storage facilities, and on all ground handling and fueling vehicles;

5. Inflation of Aircraft tires and servicing struts;

6. Washing Aircraft windows and windshields

f. Minor Repair and Cabin Services. The FBO must provide such minor repair and cabin services as may be performed efficiently in Operator's Hangar, Ramp, or Apron parking areas or on other TAIT-authorized areas.

g. Airframe and Power Plant Repair Services. Airframe. and Power Plant Repair Services may be provided by an Airframe and Power Plant Operator licensed by TAIT. The FBO must have a written agreement with an entity licensed by TAIT for such service and make the same available to TAIT, upon request, for inspection and copying.

h. Insurance. FBOs must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability with Products and Completed Operations Liability - Operator Licensed to Fuel, Hangar keeper's Liability, and Automobile Liability, in the amounts and limits specified in the Operator's Lease or License with TAIT.

i. Additional Personnel Requirements. Properly trained line personnel must be on duty at least eight hours of every calendar day, seven days a week. At least one qualified person must be on-call after hours to meet a response time of no more than one (1) hour. This provision will be enforced under the terms and conditions of the Sublease.

5.3 FBO Fueling Operations.

a. Application, Inspection and Fueling Equipment.

1. The application for a fueling license is contained in the FBO Lease application.

2. TAIT must inspect the planned site and approve fueling equipment to ensure compliance with all Governmental Requirements prior to issuance of a TAIT fueling license.

b. Fueling Operations Standards. The FBO holding a license to provide fueling services must meet all Governmental Requirements, as appropriate, and develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the Airport as prescribed in the most current revision of: (1) Aircraft Fuel Storage, Handling, and Dispensing on Airports, FAA Advisory Circular 150/5230-4C (September 23, 2021) Addendum;; (2) NFPA 30, Flammable and Combustible Liquids Code; (3) Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, Revision 2016.1; (4) NFPA 407 - Standard for Aircraft Fuel Servicing; (5) NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways; (6) American Petroleum Institute Standard 1542, Airport Equipment Marking for Fuel Identification; (7) International Fire Codes (IFC); (8) City of Tulsa and State of Oklahoma (including Oklahoma Department of Environmental Quality) requirements.

5.4. Fueling Personnel and Training. All personnel involved in the handling of fuel and lubrication products for aviation use at the Airport must be trained and qualified for the duties of the position held. FBOs serving the public must document initial training and testing of supervisors and line personnel directly involved in servicing Aircraft. Recurrent training of personnel involved in fueling operations must occur periodically to assure training and knowledge levels are maintained. Training records must be made available to representatives of the TAIT or the FAA upon request during normal business hours. FBO Line and Self-Service Fueling personnel training must include the following subjects, as applicable to assigned duties:

- a.** Static electricity sources, hazards, and precautions;
- b.** Fire hazard properties of fuels;
- c.** Fire extinguishing principles and practices;

- d. Location and use of fire extinguisher in Hangar(s) and fueler(s);
- e. Locations of fire alarms and alarm procedures;
- f. Aircraft engine types and fuel requirements;
- g. Aircraft recognition;
- h. Procedures for the prevention of mixing fuel grades;
- i. Fuel contamination effects on Aircraft engines and performance;
- j. Types and sources of contamination, including water, surfactants, and particles;
- k. Quality control procedures and record keeping, including product delivery control, clear/bright test, Millipore test, differential pressure checks, white bucket checks, settling time, water paste check, and sump drain checks;
 - l. Ordering, confirming, and reporting Aircraft fueling;
 - m. Fueling procedures, to include bonding, fueler operation and inspection, fueler loading at storage areas - top or bottom, purpose and use of dead man controls, quality control Equipment, emergency shut-off operations, fueler positioning during fueling, record keeping during fueler loading and delivery, record keeping during Aircraft refueling, procedures for fuel spills and cleanup, security, and inventory control;

5.5 FBO Fueling Responsibilities.

- a. All into-plane delivery of fuel must be performed only on the FBO's Leased Premises, other areas specifically designated by TAIT, or as authorized by an Airport tenant on its Leased Premises and must be done in accordance with NFPA 407 which requires fueling outdoors and no closer than twenty-five (25) feet from any building.
- b. The FBO must maintain all fueling facilities in a safe and clean condition equal in appearance and character to similar Airport improvements.
- c. An FBO must promptly repair any damage caused by its employees, agents, patrons, or invitees.
- d. An FBO must replace any fueling facility improvement on its Leased Premises which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction. Timeframes may be modified, with TAIT approval, to accommodate insurance claims.

5.6 Fueling Facilities.

- a. The FBO must lease sufficient space to provide fuel storage tanks required by Section 5.2.d. The leased space may be in the FBO's operations area or in the designated fuel farm area. With prior TAIT approval, the FBO may provide evidence, satisfactory to TAIT, that its fueling storage requirements are met through a written contractual relationship with another licensed FBO at the Airport.

1. All new Fuel Tanks must be constructed above ground.
2. Existing Fuel tanks within Operators' operations area may be above or below ground.
3. Existing Fuel tanks in the fuel farm area may be above or below ground.
4. Existing Commercial Self-Service Fueling tanks must be below ground.

b. Self-Service Fueling Facilities may only be provided with TAIT approval, in areas designated and identified on the FAA-approved Airport Layout Plan.

1. An FBO providing Self-Service Fueling must provide separate metered, filter-equipped fixed dispensers for each fuel grade offered for sale.

2. At least one qualified person must be on-call during all hours of operation to meet service demands. The phone number for "on-call" personnel must be conspicuously posted at the self-service facility.

c. Primary fuel delivery from an outside vendor must be into a permanent stationary storage tank. Excess fuel may be delivered directly into a fuel truck only if Operator's stationary fuel storage tank is full to capacity.

6.0 Airframe & Power Plant Repair

6.1 License Provisions for Aircraft Airframe and Power Plant Operator. A TAIT-licensed Aircraft Airframe and Power Plant Operator (AA&PP Operator) may provide airframe and/or power plant overhaul and repair services for reciprocating single engine land and light multi-engine land general aviation aircraft utilizing a Person(s) currently certified by 14 CFR 145 with appropriate ratings, and sales of Aircraft parts and accessories. The AA&PP Operator is not required to provide service for turbine-powered Aircraft.

6.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the AA&PP Operator must provide the following:

a. Leased Space. The AA&PP Operator must provide suitable inside/outside storage space for Aircraft awaiting repair, maintenance, or delivery. Other than repairs or alterations requiring less than 24 hours, all repairs must be completed indoors.

b. Shop Space. The AA&PP Operator must provide adequate shop space to perform top overhauls as required for FAA certification, and repair of parts not needing replacement on reciprocating single engine land and light multi engine land General Aviation Aircraft. The AA&PP Operator is not required to service turbine-powered Aircraft.

c. Equipment. The AA&PP Operator must provide sufficient Equipment, supplies, and parts availability to meet reasonable public demand.

d. Personnel. If the AA&PP Operator provides 100-hour, annual, or progressive inspections, it must have adequate personnel available, as required by the FAA, to perform the services offered. At least one FAA certificated airframe and power plant mechanic under 14 CFR Part 65 must be available for eight hours of the day, five days per week.

e. Insurance. The AA&PP Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability with Products and Completed Operations Liability, Hangar keeper's Liability (if applicable), and Automobile Liability, in the amounts specified in the Operator's Lease or License with TAIT.

7.0 Specialized Aircraft Repair Services

7.1 License Provisions for Specialized Aircraft Repair Services Operator. A TAIT-licensed Specialized Aircraft Repair Services Operator (SARS Operator) may provide an FAA-certificated shop or combination of shops for repair of Aircraft radios, propellers, instruments, and accessories for General Aviation Aircraft and sales of new and/or used Aircraft radios, propellers, instruments, and accessories.

7.2 Minimum Standards. In addition to the General Requirements in Section 4.0, the SARS Operator must provide the following:

a. Leased Space. The SARS Operator must provide suitable inside/outside storage space for Aircraft awaiting repair, maintenance, or delivery. Other than repairs or alterations requiring less than 24 hours, all repairs must be completed indoors.

b. Shop Space/Equipment. The SARS Operator must provide adequate shop space, Equipment, supplies, and parts availability to provide services required for an FAA certificated Repair Station (14 CFR 145).

c. Certification. The SARS Operator must obtain, within nine (9) months of TAIT approval of the SARS Operator's license and continue to maintain certification under 14 CFR 145 for the special maintenance functions being performed. TAIT may, in its sole discretion, grant an extension to this deadline if the delay is not the fault of the SARS Operator.

d. Personnel. At least one FAA certificated and licensed radio and/or instrument technician must be available for eight hours of the day, five days per week.

e. Insurance. The SARS Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability with Products and Completed Operations Liability, Hangar keeper's Liability (if applicable), and Automobile Liability, in the amounts specified in the Operator's Lease or License with TAIT.

8.0 Aircraft Sales

8.1 License Provisions for AS Operator. A TAIT-Licensed Aircraft Sales Operator (AS Operator) may sell new and/or used aircraft and may be a franchisee, licensed dealership or distributorship (either retail or wholesale) of an Aircraft manufacturer.

8.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the AS Operator must provide the following:

a. Demonstration Aircraft. The AS Operator must have available, or on call, at least one (1) fully assembled Aircraft of each model offered for sale.

b. Personnel. The AS Operator must have available, on-call, an adequate number of currently certificated pilots for all available Aircraft makes and models which may require demonstration.

c. Certification. The AS Operator must have a current Oklahoma Aircraft Dealer's License.

d. Insurance. The AS Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Passenger Liability (if applicable), in the amounts specified in Section 4.9.

9.0 Flight Training

9.1 License Provisions for FTO Operator. A TAIT-licensed Flight Training Operator (FTO) may provide dual and solo flight instruction in fixed wing or rotary wing Aircraft, related ground school instruction necessary for the FAA written examination, and flight check rides for pilot certificates and ratings.

9.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the FTO must provide the following:

a. Office Space. The FTO must provide separate office, classroom, and briefing room spaces (with adequate mockups, pictures, slides, filmstrips, and other visual aids) to support flight-training activities. Each activity/amenity must be provided in a separate area.

b. Aircraft. The FTO must have an adequate number of properly certificated Aircraft (through ownership or written contractual lease relationship) for its proposed student operation. The FTO may only provide maintenance for its owned or leased aircraft.

c. Personnel. The FTO must provide an adequate number of currently FAA certificated flight instructors for flight training and ground instruction for the FAA written examination.

d. Insurance. The FTO must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Student Pilot and Renter Liability, in the amounts specified in the Operator's Lease or License with TAIT.

10.0 Aircraft Rental

10.1 License Provisions for ARO Operator. A TAIT-licensed Aircraft Rental Operator (ARO) may provide Aircraft rental to the general public.

10.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the ARO must provide the following:

a. Rental Aircraft. The ARO must have available for rental (through ownership or written contractual lease relationship) at least two (2) properly certificated and currently airworthy Aircraft. The ARO must develop and implement written policies to ensure that only qualified, FAA-licensed pilots may rent Aircraft. A copy of said policies must be provided to TAIT.

b. Aircraft Service and Repair. The ARO must provide adequate facilities for servicing and repairing its Aircraft. At TAIT's request, the ARO must identify the Person(s) providing service and maintenance.

c. Personnel. The ARO must have available a properly FAA-certificated pilot capable of performing rental check rides for all Aircraft available for rent.

d. Insurance. The ARO must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Passenger and Renter Liability, in the amounts specified in in the Operator's Lease or License with TAIT.

e. Miscellaneous. The ARO must make available, or provide for sale, proper check lists and operating manuals for all Aircraft available for rent.

11.0 Aircraft Charter & Air Taxi

11.1 License Provisions for AC&AT Operator. A TAIT-licensed Aircraft Charter and Air Taxi Operator (AC&AT Operator) may provide for hire, on a charter basis or as an Air Taxi Operator, air transportation of persons or property as permitted by the Federal Aviation Act of 1968, as supplemented or amended.

11.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the AC&AT Operator must provide the following:

a. Aircraft. The AC&AT Operator must have available an adequate number of properly certificated Aircraft (through ownership or written contractual lease relationship) equipped for, and capable of, use under instrument conditions to meet the requirements of the AC&AT Operator's FAA Air Taxi Operator Certificate.

b. Personnel. During its operating hours, the AC&AT Operator must have, on call, adequate currently FAA-certificated commercial pilots, and crew to meet the reasonable demands of the public. The AC&AT Operator must also have sufficient, qualified operating crews and personnel to check in passengers, handle luggage and furnish or arrange for suitable ground transportation.

c. Insurance. The AC&AT Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Passenger Liability, in the amounts specified in the Operator's Lease or License with TAIT.

12.0 Specialized Commercial Flying Services

12.1 License Provisions for SCFS Operator. A TAIT-licensed Specialized Commercial Flying Services Operator (SCFS Operator) may provide air transportation for hire for activities such as the following:

- a.** Sightseeing flights beginning and ending at RVS;
- b.** Banner towing and aerial advertising;
- c.** Aerial photography or survey;
- d.** Fire fighting;
- e.** Power line or pipeline patrol;
- f.** Crop Dusting, seeding, spraying, etc.;
- g.** Any other operations specifically excluded from 14 CFR 135.

Appropriate minimum standards for such activities will be developed, on a case-by-case basis and included in the SCFS Operator's License Agreement with TAIT.

12.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the SCFS Operator must provide the following:

a. Personnel. The SCFS Operator must have sufficient personnel for the activity which it is licensed to conduct.

b. Insurance. The SCFS Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, Aircraft Liability including Passenger Liability (if applicable), and Products and Completed Operations Liability (if applicable), in the amounts specified in the Operator's Lease or License with TAIT.

13.0 Commercial Flying Club

13.1 License Provisions for Commercial Flying Club. A TAIT-licensed Commercial Flying Club (CFC) may own or lease Aircraft to, and provide flying services for, its members. (Private Flying Clubs will not be required to meet the Minimum Standards stipulated for Aircraft Rental or Flight Training Operators when the private Flying Club's Aircraft and facilities are not available to the general public.)

13.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the CFC Operator must provide the following:

a. Aircraft. The CFC Operator must have available for use in its service (through ownership or written contractual lease relationship), at least one (1) FAA-certificated and currently airworthy Aircraft.

b. Personnel. If the CFC Operator conducts Flight Training, it must have available an adequate number of currently FAA-certificated flight instructors to meet the requirements set forth in Section 9.0.

c. Maintenance. The CFC Operator may only perform maintenance on Aircraft it owns or leases.

d. Insurance. The CFC Operator must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), Automobile Liability, Aircraft Liability including Passenger, Student Pilot, and Renter Liability, and Products and Completed Operations

Liability (if applicable), in the amounts specified in the Operator's Lease or License with TAIT.

14.0 Commercial Hangar Operator

14.1 License Provisions for Commercial Hangar Operator. A TAIT-licensed Commercial Hangar Operator (CHO) may provide Aircraft storage for its tenants in an owned or leased Aircraft hangar.

14.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the CHO must provide the following:

a. Leased Space. The CHO must lease from TAIT (or sublease from an FBO or Operator with TAIT approval) an area of land sufficient to accommodate its Hangar. The Hangar must contain a minimum of 5,000 square feet and provide sufficient area to accommodate at least three (3) Aircraft of the Airplane Design Groups being served.

b. Sub-Leasing. The CHO may not sublet hangar space, subject to all Minimum Standards, to store non-commercial Aircraft without TAIT approval. Subtenants are subject to, and shall comply with, all Governmental Requirements. The CHO and any subtenant must immediately comply with any reasonable request or direction of TAIT as it relates to the enforcement of Governmental Requirements.

c. Insurance. The CHO must provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangar keeper's Liability (if applicable), and Automobile Liability, in the amounts specified in the Operator's Lease or License with TAIT.

15.0 Multiple Services

15.1 License Provisions for Multiple Service Operator. A TAIT-licensed Multiple Services Operator (MSO) may provide any two (2) or more of the CAS or CAA for which Minimum Standards are established herein.

15.2 Minimum Requirements. In addition to the General Requirements in Section 4.0, the MSO must provide the following:

a. General. Any MSO conducting a combination of activities listed herein will not be required to duplicate the requirements of the individual activities if the MSO's facility is sufficient to meet both requirements.

b. Insurance. The MSO must provide evidence of coverage equal to the highest of the minimum limits set forth for the respective categories of CAS or CAA being offered or performed as specified in the Operator's Lease or License with TAIT. Insurance requirements will be adjusted by TAIT, as required, to avoid duplication of coverage.

16.0 Administration And Policy Oversight

16.1 Written Agreement. No entity will conduct a CAA or CAS on property leased from TAIT unless a valid written agreement licensing and authorizing such activity has been executed by the entity and TAIT. The Agreement must recite the terms and conditions under which the Operator will conduct the CAA or CAS on the Airport including, but not limited to, the commencement and expiration dates of the Agreement, the rentals, fees and charges, the rights, privileges, and obligations of the respective parties, and other relevant covenants. These Minimum Standards will apply to all Agreements entered subsequent to approval of these Minimum Standards.

16.2 Standards for New Services or Activities. Any CAA or CAS for which there are no specific Minimum Standards will be subject to such appropriate minimum standards and provisions as shall be developed by TAIT at the time of the application. The new minimum standards will be added to this document as an amendment, upon TAIT approval, and/or incorporated into the Operator's Agreement.

16.3 Variances. TAIT has the right to authorize variances from these Minimum Standards. Such variances may include waiving or modifying certain criteria for good cause shown or may require Operators to meet additional criteria. All requests for variances must be presented to the Airports CEO, in writing. Airport management. Upon receipt of all required information, the request will be considered in a reasonable time. The Airports CEO for good cause shown, will issue or deny the variance. Any variances, waivers or modifications must not adversely affect public health or safety, unreasonably diminish the quality of service provided by the Operator to the public, adversely affect the finances or operations of TAIT, violate any Governmental Requirements or Airport Grant Assurances, or arbitrarily waive Minimum Standards for an Operator in favor of any other Operator. No variance will be allowed which would cause TAIT, as Sponsor of FAA Grant Assurances, to be out of compliance with said Grant Assurances.

16.4 Amendment. TAIT has the right to change these Minimum Standards by amendment or cancellation, at any time. No rights shall accrue to any Operator, Lessee, Licensee, tenant, concessionaire or any third party by virtue of the adoption of these Minimum Standards. Notice of any amendments/revisions to these Minimum Standards will be provided to all Commercial Operators and private tenants at the Airport prior to any action by the Trustees through inclusion of an item, specifically identifying the amendment/revision, on a TAIT monthly meeting Agenda in a manner consistent with TAIT's Rules of Order and Conduct of Business.

Notice will also be mailed, faxed and/or e-mailed to: (a) all Fixed Base Operators, and (b) any Operator or Airport tenant association which has provided the Airports CEO or designee with a written request for such notice. Amendments to the Minimum Standards will be approved by the Trustees in an open meeting and in accordance with the Trustees' Meeting Rules and Order of Business. Meeting notices and agendas are posted conspicuously at locations open to the public at Tulsa Riverside Airport and Tulsa International Airports. Notices and agendas are also posted on the City of Tulsa and Tulsa Airports' websites.

16.5 Interpretation and Enforcement. While TAIT is responsible for the operation of the Airport and TAIT has ultimate policy-making authority in this regard, the Airports CEO or designee will interpret and enforce these Minimum Standards. Decisions of the Airports CEO or designee may be appealed directly to TAIT by a request submitted to the Chairman in a manner consistent with TAIT's Rules of Order and Conduct of Business. Absent an appeal, the CEO decision is considered the final agency action.

16.6 Notices, Requests for Approval, Applications, and Other Filings. Any notice, demand, request, consent, or approval given to TAIT or TAA must be in writing and must be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Tulsa Airports Improvement Trust
Attn: Airports CEO
7777 Airport Drive, Suite A211
Tulsa, OK 74115

16.7 Severability. In the event any provision of these Minimum Standards is held invalid or unenforceable by any court of competent jurisdiction or is determined to create a potential for violation of TAIT's Grant Assurances by the FAA, such holding or determination will not invalidate or render unenforceable any other provision hereof. In the case of any inconsistencies in these Minimum Standards and the Lease or License, the terms and conditions of the Lease or License shall take precedence.

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RVS Appendix A: Glossary Of Terms

The following words and phrases when used in the Schedule of Minimum Standards will have the meanings respectively ascribed to them in this Glossary of Terms. Words relating to aeronautical practices, processes, and equipment which are not otherwise defined, are defined by their general usage in the aviation industry. Words and phrases not defined will have their ordinary dictionary meaning.

Aeronautical Activity: Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

Agreement or Lease: A contract executed between TAIT and an entity which grants a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The Agreement or Lease must be in writing, executed by both parties, and enforceable by law.

Aircraft: a device that is used or intended to be used for flight in the air.

Aircraft Movement Area: the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

Aircraft Non-Movement Area: All paved Airfield surfaces other than those areas designated as the Aircraft Movement Area

Airfield: means all paved surfaces which includes all runways, taxiways, taxilanes, aprons, and non-marked Aircraft maneuvering areas of the Airport as defined by the Memorandum of Understanding, as may be amended from time to time, between TAIT and the Airport Traffic Control Tower. When in operation, the Airport Traffic Control Tower has direct and positive control of activities within the Airfield. The Airfield is considered a "restricted area" requiring access authorization by the ATCT.

Airplane Design Group (ADG): means a grouping of airplanes based on wingspan. The groups are as follows:

Group I: Up to but not including 49 feet (15 m);
Group II: 49 feet (15 m) up to but not including 79 feet (24 m);
Group III: 79 feet (24 m) up to but not including 118 feet (36 m);
Group IV: 118 feet (36 m) up to but not including 171 feet (52 m);
Group V: 171 feet (52 m) up to but not including 214 feet (65 m);
Group VI: 214 feet (65 m) up to but not including 262 feet (80 m).

Airport: means Tulsa Riverside Airport.

Airports Chief Executive Officer: means the TAIT official employed as the Chief Executive Officer (“CEO”) of the Tulsa International and Tulsa Riverside Airports, or the designated Authorized Representative of the CEO as defined by City of Tulsa Ordinances, Title One, Section 202 (Title One, Tulsa City Ordinances).

Airport Layout Plan: a scaled drawing (or set of drawings), in either traditional or electronic form, of existing and proposed land and facilities necessary for the operation and development of the airport.

Airport Master Plan: means the currently approved, scaled dimensional layout of the Airport, indicating current and proposed usage for each identifiable segment of the Airport as approved by TAIT and the FAA and amended from time to time.

Airport Traffic Control Tower (ATCT): means personnel, equipment, facilities, and services, as sanctioned and certified by the FAA, for the control, separation, and movement of Aircraft in the air or on the ground at the Airport.

Apron, also Ramp: means those areas of the Airport, public and leased/private, designated by TAIT for the parking, storage, or staging of Aircraft. These areas usually have restricted access and are used for Aeronautical Activities, Aircraft servicing, Aircraft parking and Tie-down, and the handling of air cargo transfer.

Grant Assurance: a provision within a federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. § 47101.

Authority or TAA: means the Tulsa Airport Authority, a charter agency of the City of Tulsa.

Aviation-Related Activity: means any activity conducted on the Airport to service, or support, Aircraft passengers or air cargo. The following are examples, but not a complete listing, of aviation-related activities as opposed to aeronautical activities: ground transportation, restaurants, auto parking lots, and concessions.

Commercial Aeronautical Activity: means any commercial activity which relates to aviation in general and is intended to secure earnings, income, compensation, or profit, whether

or not such objectives are accomplished. Such activities include, but are not limited to: charter operations, pilot training, Aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air taxi operations, Aircraft sales, service, sale of aviation petroleum products, repair and maintenance of Aircraft, and the sale of Aircraft parts. The sharing of expenses as contemplated by the FARs is not Commercial Aeronautical Activity.

Commercial Aeronautical Service: means a service which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations including, but not limited to, those services provided by either a Fixed Base Operator (FBO) or a specialized aviation service operator.

Commercial Aviation Operator (Operator): means a commercial entity authorized to conduct business activity(ies) at the Airport by virtue of a license with TAIT. Such activity(ies) will involve, make possible, or be required for the operation of Aircraft; or will contribute to, or be required for the safety of Aircraft operations. The purpose of such activity will be to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Activities may include the following:

1. Aircraft Sales (New and/or used)
2. Airframe and Power Plant Repair Facilities
3. Aircraft Rental
4. Flight Training
5. Line Services (Aircraft Fuels & Oil Dispensing)
6. Specialized Aircraft Repair Service - radios, propellers, instruments, and accessories
7. Aircraft Charter and Air Taxi
8. Specialized Commercial Flying Services
9. Multiple Services
10. Commercial Aviation Operators Subleasing from another Operator on the Airport

A Commercial Aviation Operator may be classified as either a Fixed-Base Operator (FBO) or a specialized aviation service operator. Scheduled air carrier and scheduled air taxi services, as defined by the Civil Aeronautics Board and the Federal Aviation Administration, or any other activities not specifically provided for in the Minimum Standards, will be subject to negotiation.

Commercial Self-Service Fueling: A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the airport sponsor. The fueling facility may or may not be attended.

Exclusive Right: means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements or by another means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or right, would be an exclusive right. (5190.6B; 30 Fed. Reg. 13661)

FAA: means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

Fixed-Base Operator (FBO): 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.

Flight Training: means an aeronautical activity in which an entity is engaged in giving or offering to give, for hire or compensation, instruction leading to a pilot's certificate or rating.

Flying Clubs: means a strictly non-commercial group of individuals organized on a not-for-profit basis for the specific purpose of providing its members with Aircraft for their personal use and enjoyment only.

Fuel Storage Area, also Fuel Farm: means those facilities where AVGAS, Jet-A, and automobile gasoline (MOGAS) are stored. These areas are designated, inspected, and approved by TAIT and must meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels on the Airport.

General Aviation: Means all categories and types of aviation activities and/or commercial operations in the United States, other than those for certificated air carriers as defined under FAR Part 121 or the Department of Defense.

Grant Agreement: A Federal grant agreement represents an agreement made between the FAA (on behalf of the United States) and an airport sponsor for the grant of Federal funding.

Governmental Requirements: means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or enacted in the future, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; the Tulsa Airport Authority; the City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements made to the Lease Premises;

Hangar: Means any fully or partially enclosed storage Building for one or more Aircraft
Improvements: All Buildings, structures, and facilities, including pavement, fencing, signs, and landscape, constructed, installed, or placed on, under or above any leased area by, or with the concurrence of, the owner or a Lessee.

Lease: means a contract by which TAIT conveys a leasehold interest in land, property, services, to another for a specified time, in return for a periodic rentals and other consideration.

Leased Premises: means the area described and illustrated on Exhibit "A" of a duly executed Lease between TAIT and the Lessee

License Agreement: A written, contractual agreement, enforceable by law, by which TAIT permits an Operator to provide specific services or conduct certain activities on the Airport.

Operator: See Commercial Aviation Operator

Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, without limitation, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance regulated by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 et seq., The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq., Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 et seq., or the Clean Air Act (CAA), 42 U.S.C. §7401 et seq., all as amended and amended hereafter or (b) any substance regulated by the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 et seq.; (c) any Regulated Substance, described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any Regulated Substance.

Rules and Regulations: means the City of Tulsa Code of Ordinances, Title One, as authorized by the City Charter, and approved by the Tulsa City Council. Also cited as "Airports Ordinance" or "Title 1".

Self-Service and 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.

Self-Service Fueling: means fueling accomplished by the owner, owner's Employee, or operator of an Aircraft at a business facility approved and authorized to provide Self-Service Fueling operations.

Sponsor: means The Tulsa Airports Improvements Trust, which is obligated by the federal government to comply with the Grant Assurances contained in Grant Agreements or property conveyance instruments. (49 U.S.C. §47102)

Sublease: means a subordinate Lease granted by a Lessee to another Entity, with TAIT approval, for specified use of all or part of the Airport or facilities defined in the original Lease with TAIT

Tie-down: means the designated paved or turf area suitable for parking of Aircraft with a minimum of three suitable Tie-down points for each Aircraft.

Through-the-Fence Operations: Through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.