

**Schedule of Minimum Standards and Requirements to Conduct
Commercial Aeronautical Services and Activities at the
Tulsa International Airport
Tulsa, Oklahoma
("Minimum Standards")**

1.0 PREAMBLE

1.1 The Tulsa International Airport (Airport or TUL) is owned by the City of Tulsa (City), and maintained and operated by the Tulsa Airports Improvement Trust (TAIT) and the Tulsa Airport Authority (TAA). TAIT, as recipient of federal funds through Grant Agreements, is subject to Grant Assurances which require compliance with 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 5190.6A, Airport Compliance Requirements; Advisory Circular 150/5100-16A, Airport Improvement Program Grant Assurance Number One – General Federal Requirements; and Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities.

1.2 The FAA encourages Airport Owners to develop and publish minimum standards for Commercial Aeronautical Services and Commercial Aeronautical Activities to assist in meeting the Airport Owner's obligations to the FAA. Such standards must be reasonable and not unjustly discriminatory. The minimum standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by encouraging service levels desired by the public and discouraging unqualified applicants.

1.3 The grant of an exclusive right for the conduct of any aeronautical activity on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as 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. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

a. Single Activity. The presence on an airport of only one entity conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. If the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right;

b. 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;

c. 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.

1.4 These Minimum Standards were developed taking into consideration the:

- a. Role of the Airport;
- b. Range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport;
- c. Future prospects for, and the anticipated development of, the Airport and the community; and
- d. Promotion of a fair and fully competitive environment among service providers at the Airport.

1.5 Implementation of these Minimum Standards is expected to result in:

- a. Improved safety in airport activities;
- b. High quality service for all airport users;
- c. Financially equitable treatment for all tenants;
- d. Reduction in the perception of unjust discrimination and/or unfair treatment;
- e. Minimum operating thresholds for prospective commercial operators;
- f. Protection from unlicensed and unauthorized products and/or services for airport users;
- g. Orderly development of Airport property;
- h. Formalized, non-negotiable, baselines for lease development; and
- i. Fostering of mutually beneficial tenant-landlord relationships.
- k. An environment that welcomes and encourages new service providers.

2.0 PURPOSE

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

- a. Establish threshold entry requirements for those Commercial Aviation Operators (Operators) wishing to engage in Commercial Aeronautical Activities (CAA) or Commercial Aeronautical Services (CAS) at the Airport;
- b. Insure 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, shall be afforded to all applicants to qualify, or otherwise compete for, available Airport

facilities and the furnishing of selected CAA or CAS subject to these Minimum Standards.

b. The establishment of these Minimum Standards does not alter TAIT's proprietary right to engage in the development of Airport property as it deems prudent.

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

d. No Operator shall conduct a CAA or CAS on premises leased from TAIT without a License approved by TAIT.

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. While existing Operators are expected to comply with these Minimum Standards, the approval hereof does not alter current Agreements between TAIT and its tenants. Existing Operators are not required to immediately retrofit facilities. However, when an Operator modifies the CAA or CAS which it is licensed by TAIT to perform, the Operator will be required to comply with these Minimum Standards for all new activities/services under the modified Agreement. When an Operator enters into a new agreement upon the expiration or termination of an existing agreement, the Operator will be required to comply with these Minimum Standards.

g. TAIT reserves the further right to designate the specific Airport areas in which CAA or CAS may be conducted. Such designation shall 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 shall demonstrate, to the satisfaction of the TAIT Trustees, that it has the business background, capability, and financial capacity to provide services and facilities to meet the needs of the Airport's users on a long term basis.

4.2 Activities or Services.

a. All Operators engaging in CAA or CAS at the Airport shall 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 the 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.

c. Timeline for Construction. When improvements to the Leased Premises are required to meet the minimum space requirements set forth in these Minimum Standards, the Operator shall commence construction within ninety (90) days after the later of (a) the commencement date of the lease agreement, or (b) the receipt of all required permits, licenses, consents, waivers or other required approvals relating to such construction; provided, however, except for good cause shown, commencement of construction shall in no event be delayed beyond six (6) months from the date of approval of the lease agreement, and construction shall be completed within the time proposed in the construction application approved by TAIT. The Operator's failure to commence or complete construction within the approved timeline(s) will be an event of default. In determining the reasonableness of Operator's request for an extended period to complete any required improvements to the Leased Premises, TAIT will consider permit and construction issues, the size, scope, and costs of the improvements, and other related matters. In general, any improvements involving fuel facilities should be completed and operational within 9 to 12 months, and any significant building or apron construction should be completed within 24 to 36 months from commencement of the lease.

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

4.4 Leased Space. Operators shall 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 Leased Premises shall, at all times, comply with all Governmental Requirements.

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 shall meet all Governmental Requirements whether presently in effect or hereafter enacted. The Facilities shall fully and efficiently utilize the Leased Premises to the maximum extent practical.

b. Plan Submission. Improvements constructed on the Airport by the Operator will be subject to the development standards contained in the then current Airport Master Plan for TUL. Detailed development plans shall be submitted to TAA through the Airport Director's office. All construction plans shall 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 TAA.

4.6 Through the Fence Operations. TAIT may authorize Through-the-Fence operations as defined in Appendix A, Glossary of Terms, to the extent allowed by FAA Advisory Circular 150/5190-5, as amended, or any other appropriate regulation.

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

a. Application. Operator shall submit a detailed description of the intended operation and the means and methods it will employ to provide high-quality service to TUL 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;
11. Financial capacity to make improvements and provide services;
12. Non-refundable application fee established by TAIT.

b. Experience. The prospective Operator shall furnish a statement of its past experience in the specified CAA or CAS that can be verified by TAIT.

4.8 Grounds for Denial. TAIT shall consider a completed application to provide CAA or CAS, upon receipt, and shall 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, or conflict with airport compatible land use criteria.

c. Approval would require the Airport to 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 financial loss to the Airport;

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. Lack of experience to undertake the proposed operation or activity based on the information provided with the application;

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

a. Standard. The Operator shall maintain insurance coverage, as reasonably may be required by TAIT from time to time, during the Lease or License term based on the services it is licensed to provide at the Airport. The insurance shall be issued by an insurer licensed to do business in the State of Oklahoma with an AM Best rating of A- VII or better. Types and minimum limits of coverage are set forth in the table below.

b. Insurance Certificate. Concurrent with the execution of a Lease or License Agreement, Operator shall furnish to TAIT an Insurance Certificate which shall provide that:

1. The insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to TAIT;
2. TAIT, the TAA, and the City, and their trustees, councilors, agents, officers, and Employees are named as additional insured;
3. The policy shall be considered primary as regards any other insurance coverage TAIT or the TAA may possess, including any self-insured retention or deductible TAIT or the TAA may have;
4. Any other insurance coverage TAIT or TAA may possess shall be considered excess insurance only;
5. The limits of liability provided are on an occurrence basis.

Upon written request by TAA, Operator shall also provide a certified copy of its Insurance Policies to TAIT.

c. Cancellation, Change or Reduction in Limits of Coverage. If required insurance coverage is cancelled, changed in coverage, or reduced in limits, Operator shall, within thirty (30) days but in no event later than the effective date of cancellation, change or reduction, provide to TAIT a certificate showing that insurance coverage has been reinstated or provided through another carrier. Failure to provide required insurance coverage is an event of default under a Lease or License with TAIT.

d. Types and Amounts of Required Coverage.

Table of Insurance Requirements	
Insurance Type	Level of Insurance Required
Airport Liability	\$1,000,000 each Occurrence; \$1,000,000 Aggregate
Airport Liability with Products and Completed Operations Liability	\$1,000,000 each Occurrence; \$1,000,000 Aggregate
Airport Liability including Products and Completed Operations – Operator Licensed to Fuel (Not on Air Carrier Apron)	\$3,000,000 each Occurrence; \$3,000,000 Aggregate
Airport Liability including Products and Completed Operations – Operator Licensed to Fuel on Air Carrier Apron	\$10,000,000 each Occurrence; \$10,000,000 Aggregate
Aircraft Liability	\$1,000,000 Combined Single Limit
a) Passenger*	\$100,000 each seat
b) Student Pilot	\$100,000 as additional insured
c) Renter	\$100,000 as additional insured
Hangarkeeper's Liability**	\$100,000 for any one Aircraft and \$1,000,000 for all Aircraft in Operator's care, custody, and control

Table of Insurance Requirements	
Insurance Type	Level of Insurance Required
Automobile Liability***	\$1,000,000 Combined Single Limit
Worker's Compensation Employer's Liability	Statutory Limits of \$500,000 each Accident; \$500,000 Disease – each Employee \$500,000 Disease – policy limit

*Passenger Liability is applicable when passengers are transported in an Aircraft operated as part of the CAA or CAS.

**Hangarkeeper's Liability is applicable when an Operator provides storage in a facility owned by the Operator for Aircraft that it does not own, but is in Operator's care and custody for compensation. It is not required when an Operator is storing its owned Aircraft.

*** Automobile Liability Insurance is required for vehicles owned by the Operator that operate in areas other than public roads, streets, and parking lots.

4.10 Hours of Operation. Entities licensed by TAIT to perform CAA or CAS shall be open for business, with services available, to meet reasonable public demand.

4.11 Personnel. Entities licensed by TAIT to perform CAA or CAS shall have adequate, 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 shall 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 shall 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, shall be allowed on any paved or treated Aircraft Movement Area or Aircraft Parking Area.

4.14 Security. Operator shall control the Leased Premises to prevent unauthorized access to the Air Operations Area ("AOA"). Operator shall strictly comply with the Airport Security Plan. The Operator, it's Employees, agents, customers, and contractors, shall fully comply with the Airport Security Plan. If the Leased Premises are located in a restricted area accessible only to those persons displaying a security badge issued by TAIT, each person working on the Leased Premises must wear the badge at all times while at the Airport. The cost of each badge will be paid by the Operator. To control access to the Air

Operations Area (“AOA”), Operator will provide written notice to the Airports Director of the names, addresses, telephone numbers, and contact persons for each contractor, employed by Operator, that will require access to the AOA within five (5) days after the execution of a contract with such contractor.

4.15 General Maintenance Responsibilities. Unless otherwise provided for in its Lease Agreement, the Operator shall, 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 shall maintain pavement, landscaping, lawn and grounds, lighting, and all Equipment on its Leased Premises.

b. The Operator shall 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.

c. The Operator shall 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.

d. The Operator shall 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 shall not be visible from off-Airport public streets.

e. The Operator shall 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 shall complete an Airport baseline environmental questionnaire. Operator shall strictly comply with all applicable environmental laws, Airport policies and procedures, including the Stormwater Pollution Prevention Plan, and generally accepted industry environmental practices and standards. Operator shall 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 Tulsa Airport Authority.

If Operator uses, handles, treats or stores Regulated Substances at the Airport, Operator shall have a contract with an EPA or ODEQ approved waste transport or disposal company, and shall identify spill response contractors to assist with spills and facilitate waste characterization, transport and disposal. Complete records of disposal manifests, receipts and other documentation shall be retained by the Operator and made available to TAA for review upon request. TAA shall have the right, 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 shall provide TAA 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 shall 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 shall promptly reimburse TAIT for such costs upon demand by TAIT. TAIT will make reasonable efforts to verify any costs or expenses to the responsible Operator.

5.0 Fixed Base Operator (FBO).

5.1 Statement of Concept. A TAIT-licensed Fixed Based Operator (FBO) may engage in the sale of products and services, and provide facilities which shall 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. Tiedowns;
- f. Indoor Aircraft storage;
- g. Office space, flight planning area with appropriate resources, waiting area, and restroom facilities.

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, other than those authorized by the FBO's License with TAIT, may only be added by the Operator 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 TUL. TAIT reserves 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 exercise its right to sell fuel by making Aircraft fuel commercially available for pilot self-service from separate pumps installed for that purpose on its Leased Premises. While not specifically required to provide both Jet A and Avgas, an FBO may be required to provide both types of fuel to meet public demand as determined by feedback from Airport users.

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

a. Leased Ground. The FBO shall lease a minimum 200,000 square foot tract from TAIT.

b. Buildings. The FBO shall provide a minimum of 40,000 square feet of Building space, including not less than 30,000 square feet of Hangar dedicated to the storage of FBO, tenant, and Transient Aircraft, Aircraft repair and maintenance services, and parts storage.

c. Aircraft Parking. The FBO shall provide a minimum of 130,000 square feet of paved apron for Aircraft parking and Tiedowns with taxi-out capability, including sufficient taxi clearance, in accordance with applicable FAA regulations.

d. Fuel Tanks. The FBO shall provide fuel tanks with a minimum capacity of 20,000 gallons or a 3 day supply, whichever is greater.

e. Equipment. The FBO shall have, and maintain, adequate Equipment for:

1. Recharging or energizing discharged Aircraft batteries;
2. Moving/towing Aircraft of the maximum size planned for service at the FBO in all reasonably expected weather conditions;
3. Spill control as required by TAIT spill control plan.
4. Extinguishing fire (NFPA-certified dry chemical fire extinguisher units). Extinguishers shall 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 shall 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 shall 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 shall 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, Hangarkeeper's Liability, and Automobile Liability, in the amounts specified in Section 4.9.

i. Hours of Operation. The FBO shall have its facilities open for service to the public for a minimum of sixteen (16) hours per day, five (5) days a week, and for a minimum of eight (8) hours per day on the weekends. During all other hours the FBO must be able to respond to a request for service within sixty (60) minutes. The Airports Director may require the FBO to provide a twenty-four (24) hours operation as traffic requires.

j. Additional Personnel Requirements. At least one qualified person shall be on-call after hours to meet a response time of no more than one (1) hour.

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. TAA shall 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 shall 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) FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports; (2) NFPA 30, Flammable and Combustible Liquids Code; (3) Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision – 2000.1; (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 shall be trained and qualified for the duties of the position held. FBOs serving the public shall document initial training and

testing of supervisors and line personnel directly involved in servicing Aircraft. Recurrent training of personnel involved in fueling operations shall occur periodically to assure training and knowledge levels are maintained. Training records shall be made available to representatives of the TAA or the FAA upon request during normal business hours. FBO Line and Self-Service Fueling personnel training shall 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 intoplane delivery of fuel shall be performed only on the FBO's Leased Premises, other areas designated by TAIT, or as authorized by an Airport tenant on its Leased Premises and shall 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 shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to similar Airport improvements.
- c. An FBO shall promptly repair any damage caused by its Employees, agents, patrons, or invitees.
- d. An FBO shall 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 shall lease sufficient space from TAIT 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.

1. Fuel tanks within Operators' operations area may be constructed above or below ground.
2. Fuel tanks constructed in the fuel farm area shall be constructed above ground.
3. Commercial Self-Service Fueling tanks shall be constructed 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 shall provide separate metered, filter-equipped fixed dispensers for each fuel grade offered for sale.
2. At least one qualified person shall be on-call during all hours of operation to meet service demands. The phone number for "on-call" personnel shall be conspicuously posted at the self-service facility.

c. Primary fuel delivery from an outside vendor shall be into a permanent stationary storage tank.

6.0 Airframe and Power Plant Repair

6.1 Statement of Concept. A TAIT-licensed Aircraft Airframe and Power Plant Operator (AA&PP Operator) may provide airframe and/or power plant overhaul and repair services for aircraft utilizing a Person(s) currently certified by 14 CFR 145 with appropriate ratings

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

a. Leased Space. The AA&PP Operator shall provide suitable inside/outside storage space for Aircraft awaiting repair, maintenance, or delivery. Minor inspections and repair work may be performed outside for a limited time period, all other repairs or alterations shall be completed indoors.

b. Shop Space. The AA&PP Operator shall provide adequate shop space to perform the services offered

c. Equipment. The AA&PP Operator shall 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 shall have adequate personnel available, as required by the FAA, to perform the services offered.

e. Insurance. The AA&PP Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability with Products and Completed Operations Liability, Hangarkeeper's Liability (if applicable), and Automobile Liability, in the amounts specified in Section 4.9.

7.0 Specialized Aircraft Repair Services

7.1 Statement of Concept. 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 shall provide the following:

a. Leased Space. The SARS Operator shall 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 shall be completed indoors.

b. Shop Space/Equipment. The SARS Operator shall 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 shall 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. Insurance. The SARS Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability with Products and Completed Operations Liability, Hangarkeeper's Liability (if applicable), and Automobile Liability, in the amounts specified in Section 4.9.

8.0 Aircraft Sales

8.1 Statement of Concept. 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 shall provide the following:

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

b. Personnel. The AS Operator shall 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 shall have a current Oklahoma Aircraft Dealer's License.

d. Insurance. The AS Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper'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 Statement of Concept. 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 shall provide the following:

a. Office Space. The FTO shall 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 shall be provided in a separate area.

b. Aircraft. The FTO shall 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 shall 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 shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Student Pilot and Renter Liability, in the amounts specified in Section 4.9.

10.0 Aircraft Rental

10.1 Statement of Concept. 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 shall provide the following:

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

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

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

d. Insurance. The ARO shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Passenger and Renter Liability, in the amounts specified in Section 4.9.

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

11.0 Aircraft Charter and Air Taxi

11.1 Statement of Concept. 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 to or from Tulsa International Airport 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 shall provide the following:

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

c. Facilities. The AC&AT Operator shall have a passenger lounge and restroom facilities available for use by the passengers.

d. Insurance. The AC&AT Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper's Liability (if applicable), Automobile Liability, and Aircraft Liability including Passenger Liability, in the amounts specified in Section 4.9.

12.0 Specialized Commercial Flying Services

12.1 Statement of Concept. 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 TUL;
- 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 shall 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 shall provide the following:

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

b. Insurance. The SCFS Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper'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 Section 4.9.

13.0 Commercial Flying Club

13.1 Statement of Concept. 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 shall provide the following:

a. Aircraft. The CFC Operator shall 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 shall 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.

c. Insurance. The CFC Operator shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper'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 Section 4.9.

14.0 Commercial Hangar Operator

14.1 Statement of Concept. 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 shall provide the following:

a. Leased Space. The CHO shall lease from TAIT (or sublease from an FBO or Operator with TAIT approval) an area of land sufficient to accommodate its Hangar. The Hangar shall contain a minimum of 10,000 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 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 shall immediately comply with any reasonable request or direction of TAIT as it relates to the enforcement of Governmental Requirements.

c. Insurance. The CHO shall provide evidence of the following insurance coverage: Worker's Compensation and Employer's Liability, Airport Liability, Hangarkeeper's Liability (if applicable), and Automobile Liability, in the amounts specified in Section 4.9.

15.0 Multiple Services

15.1 Statement of Concept. 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 shall provide the following:

a. General. Any MSO conducting a combination of activities listed herein shall 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 shall 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 shown in Section 4.9. 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 shall conduct a CAA or CAS on property leased from TAIT unless a valid written agreement authorizing such activity has been executed by the Entity and TAIT. The Agreement shall recite the terms and conditions under which the Operator will conduct the CAA or CAS on the Airport including, but not limited to, the term of the Agreement, the rentals, fees and charges, the rights, privileges, and obligations of the respective parties, and other relevant covenants. These Minimum Standards shall 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 shall 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 shall be added to this document as an amendment, upon TAIT approval, and/or incorporated into the Operator's Agreement.

16.3 Variances. TAIT reserves 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 shall be presented to TAIT, in writing, on a form provided by TAIT and acceptable to the Trustees. Upon receipt of all required information, the request will be considered in accordance with TAIT's Rules of Order and Conduct of Business. Any variances, waivers or modifications shall 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. Review of a variance will also include consultation with the FAA and/or airport users prior to a variance being granted.

16.4 Amendment. TAIT expressly reserves the right to change these Minimum Standards by amendment or cancellation, from time to time. No rights shall accrue to any tenant or 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 to all Fixed Base Operators at TUL. An amendment/revision will first be included on an agenda, for discussion only, with action taken not earlier than the next regularly scheduled Special Meeting of TAIT. Meeting notices and agendas are posted conspicuously at locations open to the public at R.L. Jones, Jr. 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 TAA is responsible for the operation of the Airport and TAIT has ultimate policy-making authority in this regard, the Airports Director shall interpret and enforce these Minimum Standards. Decisions of the Airports Director may be appealed to TAIT by a request submitted to the Chairman in a manner consistent with TAIT's Rules of Order and Conduct of Business.

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

Tulsa Airports Improvement Trust or Tulsa Airport Authority
Attn: Airports Director
P. O. Box 581838
Tulsa, OK 74158

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 shall not invalidate or render unenforceable any other provision hereof.

TUL APPENDIX A: GLOSSARY OF TERMS

As used in these Minimum Standards, the following terms shall mean:

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.

Note: Aeronautical Activities commonly conducted on airports include, but are not limited to: air taxi and charter 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, Flying Clubs, radio communication and navigation equipment

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.

Air Charter: An Entity that provides on-demand, non-scheduled passenger service in Aircraft having no more than 30 passenger seats. This Entity must operate under the appropriate Federal Aviation Regulations (FARs).

Aircraft: Aeronautical devices, including, but not limited to, powered fixed-wing airplanes, gliders, balloons, ultralights, helicopters, and gyrocopters.

Aircraft Maintenance: Inspection, overhaul, repair, preservation, alteration, and the replacement of parts but excluding preventative maintenance.

1. **Major Repair:** a repair
 - a. That if improperly done, might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or
 - b. That is not done according to accepted practices or cannot be done by elementary operations.
2. **Minor Repair:** a repair other than a Major Repair including normal, routine annual inspection with attendant maintenance, repair, calibration, adjustment, or repair of an Aircraft and its accessories.
3. **Major Alteration:** an alteration not listed in Aircraft, Aircraft engine, or propeller specifications as defined in Part 43 of the FARs
 - a. That might appreciably affect weight, balance, structural strength, performance, powerplant operation, flight characteristics, or other qualities affecting airworthiness; or

b. That is not done according to accepted practices or cannot be done by elementary operations

4. **Minor Alteration:** an alteration other than a Major Alteration.

Aircraft Maintenance Operator: An Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator and the sale of Aircraft parts and accessories.

Aircraft Movement Area: All paved Airfield surfaces including 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 TAA and the Airport Traffic Control Tower (“ATCT”). When in operation, the Airport Traffic Control Tower has direct and positive control of activities within the Aircraft Movement Area. The Aircraft Movement Area is considered a “restricted area” requiring access authorization by the ATCT.

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

Aircraft Operating Area: The Ramps, Aprons, runways, and taxiways at the Airport

Aircraft Radio and Avionics Sales and Service: An aeronautical activity in which an Entity is engaged in the business of selling, repairing, and servicing Aircraft radios, Aircraft avionics, and associated Aircraft instruments

Aircraft Rental or Leasing: An aeronautical activity in which any Entity rents or leases Aircraft or offers to rent or lease Aircraft for hire or compensation

Airports Director: The TAA official designated as the Director of the Tulsa International and R.L. Jones, Jr. Airports. For the purposes of this document, the Airports Director shall include any other designated individual representing or acting on his/her behalf.

Airport Layout Plan: A graphic, scaled presentation of existing and proposed airport facilities, with location on the Airport, and pertinent clearance and dimensional information required to show conformance with applicable FAA airport planning and design standards

Airport Master Plan: 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 Minimum Standards: A document formally adopted and approved by TAIT with detailed provisions outlining the minimum acceptable standards for conducting or providing commercial operations or activities on the Airport

Airport Traffic Control Tower (ATCT): 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: 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

Assurance: A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration for the assistance provided

Authority or TAA: The City of Tulsa acting by and through the Tulsa Airport Authority

Aviation–Related Activity: 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.

Avionics or Instrument Maintenance Operator: An Entity engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e. Aircraft radios, electrical systems, or instruments)

Based Aircraft: Any Aircraft whose “home base” or “permanent residency” is the Tulsa International Airport

CFR: Code of Federal Regulations

Commercial Aeronautical Activity (CAA): 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

Commercial Aeronautical Service (CAS): 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): A Commercial Entity authorized to conduct business activity(ies) on the Airport by virtue of a license with TAIT.

Commercial Self-Service Fueling: Fueling of an Aircraft by the pilot using commercial fuel pumps installed for that purpose. The fueling facility may or may not be attended by the Fixed-Base Operator exercising its right to sell fuel.

Corporate Hangar: A Hangar utilized solely to store an owned or leased corporate Aircraft the use of which is adjunct to owner/tenant's primary business and not the major source of income

Entity: A person, persons, firm, partnership, limited liability company, corporation, unincorporated proprietorship, association, or group

Exclusive Right: 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 by express agreement, by the imposition of unreasonable standards or requirements, or by other means. **Note:** An exclusive right to conduct an Aeronautical Activity which is forbidden by Federal Regulation is distinguished from an exclusive right to occupy real estate, which is permitted by Federal Regulation under certain conditions.

FAA: The Federal Aviation Administration of the United States Department of Transportation

Federal Airport Obligations: All references to federal grant programs, federal airport development assistance, or federal aid intended to address contractual commitments arising from the conveyance of land or from grant Agreements

Fixed-Base Operator (FBO): An Entity which maintains facilities specifically defined herein at the Airport for the purpose of engaging in the retail sales of aviation fuels and associated line service, Aircraft airframe and powerplant repair and maintenance, Aircraft storage, flight instruction/Aircraft Rental, Aircraft sales, air taxi and Aircraft charter operation, avionics, instrument, and propeller repair, or Aircraft parking (Tie-down)

Flight Training: 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

Fuel Servicing Vehicle, also Fuel Tanker Vehicle, or Refueling Truck/Vehicle: Any motor vehicle used for transporting, handling, or dispensing aviation fuels, oils, and lubricants on the Airport

Fuel Storage Area, also Fuel Farm: 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: 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: Any agreement made between the airport sponsor and the FAA, acting on behalf of the United States, for the grant of funding or a conveyance of land to be used for airport purposes

Governmental Requirements: 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 hereinafter enacted, 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 the use of the Airport and operation/utilization of Leased Premises and Improvements thereon

Hangar: 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

Itinerant Aircraft, also Transient Aircraft: Any Aircraft not “home-based” at the Airport but transiting the Airport, obtaining service or fuel at the Airport, or on-loading or off-loading passengers or cargo. Itinerant Aircraft are “home-based” elsewhere and may park or hangar at the Airport for short periods of time.

Lease: An Agreement by which TAIT permits a specifically identified portion of the Airport to be used by a tenant with payment of consideration

Leased Premises: The entirety, or portions of a ground area, under lease by TAIT to one or more entities

Lessee: An Operator having a valid lease with TAIT

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

Licensee: An Operator having a valid license with TAIT

Non-Aeronautical Related Commercial Activity: Commercial activity, which by nature of the operation or service, is not directly associated with aeronautical activities. Such activities may be allowed, as determined and approved by the FAA, if the activities do not adversely affect the usefulness, operation, or safety of the Airport.

Non-Aeronautical Related Operator: An Operator that, through lease and/or license with TAIT, conducts on-airport commercial activities which, by nature of the operation or service, are not directly associated with aeronautical activities. Examples of Non-Aeronautical Related Commercial Operations include: car rentals, taxis, restaurants, vending machines, and retail stores.

Non-Commercial Activity: Not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit

Non-Commercial Aeronautical Operator: An Entity or governmental agency that, through lease and/or license with TAIT, maintains a facility or provides a General Aviation service solely for its own benefit, and not for the benefit of the public. Non-Commercial Aeronautical Operators are specifically prohibited from offering aeronautically-related products or services for sale to the public.

Regulated Substances: As used herein, the term “Regulated Substances” means and includes any “hazardous substance”, “hazardous waste”, “toxic substance”, “extremely hazardous waste”, “RCRA hazardous waste”, “waste”, “Hazardous Material”, “controlled industrial waste or “air pollutant” as defined under 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.C. §1251 et seq., the Clean Air Act (CAA), 42 U.S.C. §7401 et seq., or the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 et seq., all as amended and amended hereafter. As used herein, the term Regulated Substance or “hazardous substances” also means and includes, without limitation, asbestos, flammable, explosive or radioactive material; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; and polychlorobiphenyls.

Repair Facility: Any facility properly designed and equipped as specified herein to be utilized for the repair of Aircraft to include airframe, powerplant, propellers, radios, instruments, and accessories. Such facility shall be operated in accordance with pertinent FAA regulations.

Rules and Regulations: A prescribed guide for conduct or action established by TAA, and approved by the Tulsa City Council as required by the Tulsa City Charter

Self-Fueling: The fueling or servicing of an Aircraft by the owner of the Aircraft or the owner’s Employee. The owner must pay a fuel flowage fee as established by TAIT.

Self-Service: Fueling, maintenance, repair, cleaning or other servicing of an aircraft performed by the Aircraft owner or the owner’s Employee using resources (goods) obtained by the Aircraft owner and vehicles or equipment owned by the Aircraft owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventive maintenance of any aircraft owned or operated by the pilot. For a list of such preventive maintenance activities refer to 14 CFR Part 43. “Owned Aircraft” is an aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or lessee.

Specialized Aviation Service Operation (SASO): An aeronautical business that offers a single or limited service. Examples of these specialized services may include Aircraft Flying Clubs, Flight Training, Aircraft, airframe and powerplant repair/maintenance, Aircraft charter, air taxi or air ambulance, Aircraft sales, avionics, instrument or propeller services, painting, upholstery, aerial photography and survey, Aircraft Rental, firefighting, power line, underground cable, or pipe line patrol, helicopter operations in construction or repair work, or any or other specialized commercial flight support business.

Sponsor: The Tulsa Airports Improvements Trust and the City of Tulsa. As sponsors, they are obligated by the federal government to comply with the Assurances contained in Grant Agreements or property conveyance instruments.

Sublease: 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

T-Hangar: An enclosed Hangar with multiple units consisting of a T-shaped configuration with a center partition dividing it into two separate halves

“Through-the-Fence” Operator: An Entity that has entered into an Agreement with TAIT which permits access to the Airport for the Entity to offer an aeronautical activity; also owners of Aircraft based on land adjacent to, but not part of the Airport Property

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

Transportation Security Administration (TSA): The Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.