



**MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**  
**AND**  
**LEASING OF LAND AND FACILITIES FOR AERONAUTICAL DEVELOPMENT**  
**AT**  
**OKLAHOMA CITY AIRPORTS**

**Effective Date: January 1, 2023**

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## **PART I. INTRODUCTION**

The Oklahoma City Airport Trust (“Trust”) recognizes the necessity of protecting the public health, safety, and interest in the Oklahoma City owned Airports, Will Rogers World Airport, Wiley Post Airport, and Clarence E. Page Airports (“Airports”). The Trust also recognizes the need to foster, encourage, and ensure the economic growth and orderly development of its Airports and all aeronautical activities in Oklahoma City. The Trust hereby promulgates and adopts the following Minimum Standards for Aeronautical Activities and Leasing of Land and Facilities for Aeronautical Development at Oklahoma City Airports (“Aeronautical Minimum Standards”). These Aeronautical Minimum Standards are for the conduct of commercial aeronautical activities and the development of Trust land and/or facilities for aeronautical use at all Airports under the Trust’s control. These standards do not apply to commercial passenger services offered under FAR Part 121 operations or activities related thereto.

The Aeronautical Minimum Standards and requirements set forth herein are a minimum for all persons or entities engaged in an aeronautical purpose, use, activity, or service on an Airport. These standards are not intended to be all inclusive and may be subject to additional federal, state, and local laws, codes, and ordinances, lease provisions, and other similar regulatory measures, including those of the specific Airport, Director of Airports, or Trust as well as other rules, regulations, or policies pertaining to all such activities or services.

Leasing of land and facilities owned or leased by the Oklahoma City Airport Trust for non-aeronautical purposes, whether commercial or otherwise, are governed by the Trust’s Commercial Leasing Standards as approved on May 26, 2010.

The Trust reserves the right to amend these Aeronautical Minimum Standards from time to time as it determines is in the best interest of the Trust and the development and operations of the Airports.

A copy of these Aeronautical Minimum Standards will be available at the following: online at [www.flyokc.com](http://www.flyokc.com), by written request to The City of Oklahoma City, Department of Airports, 7100 Terminal Drive, Unit 937, Oklahoma City, OK 73159-0937 or by emailing [wrwabusinessproperties@okc.gov](mailto:wrwabusinessproperties@okc.gov)

## **SECTION 1. DEFINITIONS**

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in these Aeronautical Minimum Standards and shall include the singular as well as the plural form:

- A. “Aeronautical Activity” shall mean any activity or service conducted on Airport property that (i) involves, supports, makes possible, facilitates, assists, or is required for the operation of Aircraft, or (ii) contributes to or is required for the safety of Aircraft operations. Provided however, Aeronautical Activity shall not include activities or services that the FAA has determined do not serve an aeronautical purpose. Activities within this definition commonly conducted on airports include, but are not limited to:

- sale of fuel, oil or lubricants for Aircraft;
- Aircraft Charter or Taxi Operation;
- Flight Training;
- Aircraft Rental;
- Aircraft Sales or Leasing;
- Airframe and Powerplant Repair and Maintenance (“MRO”);
- Aircraft Radio and Avionics Sales and Service;
- Aircraft sightseeing tours;
- aerial photography or surveying;
- crop dusting;
- aerial advertising;
- repair and maintenance of Aircraft or Aircraft accessories including painting and interior refurbishment;
- sale of Aircraft parts and accessories;
- parachute or ultralight activities;
- unmanned aircraft system (UAS) services;
- Aircraft manufacturing;
- all hangar storage for Aircraft;
- cargo operations;
- Aircraft Management;
- sale or repair, maintenance, and replacement of radio communication and navigation equipment; and
- any Other Aeronautical Activity as determined by the Director.

Air carrier operations under FAR Part 121, model aircraft operations, and model rocket operations are not an Aeronautical Activity for purposes of this policy.

- B. “Aeronautical User” shall mean a Person who engages in or participates in an Aeronautical Activity whether or not the Person is a Commercial Aeronautical Service provider or a provider of Other Aeronautical Activity.
- C. “Aircraft” shall be as defined in 49 U.S.C. §40102.
- D. “Aircraft Charter or Taxi Operation” shall mean a Commercial Aeronautical Service providing air transportation for Persons or property to the public for compensation or hire, either on a charter basis or as an air taxi, and generally operated under FAR Part 135 or other FAA regulation or operating certificate.
- E. “Aircraft Management” shall mean the storing, caring for, safe keeping, and ground handling of Aircraft. Persons engaged in Aircraft Management are prohibited in the fueling of any Aircraft.
- F. “Aircraft Radio and Avionics Sales and Service” shall mean an Aeronautical Activity in which a Person is engaged in the business of selling, repairing, and servicing Aircraft radios, Aircraft avionics, and associated Aircraft instruments.

- G. “Aircraft Rental” shall mean an Aeronautical Activity in which any Person rents Aircraft or offers to rent Aircraft for hire or compensation.
- H. “Aircraft Sales or Leasing” shall mean the sale, brokering, or leasing of new and used Aircraft through franchise, license, or other dealership or distributorship arrangement on a retail or wholesale basis.
- I. “Airframe and Powerplant Repair and Maintenance Service” or “MRO” shall mean the provision of one or more airframe and powerplant overhaul, maintenance and/or repair services under a certificate issued by FAA under 14 CFR 145 with all FAA ratings, licenses, and relevant experience appropriate to work to be performed.
- J. “Airport(s)” shall mean Will Rogers World Airport, Wiley Post Airport, and/or Clarence E. Page Airport.
- K. “City” shall mean The City of Oklahoma City.
- L. “Commercial Aeronautical Service” shall mean a Person that provides an Aeronautical Activity or an aeronautical related service to Aeronautical Users of an Airport which involves, makes possible, or is required for the safe conduct and utility of Aircraft operations and is for the purpose of producing earnings, income, compensation, or profit, whether or not such objective(s) are accomplished, or is in exchange for any product or service such as barter or trade. (See Part II herein.)
- M. “Commercial Hangar” shall mean a hangar/building constructed exclusively to store or to maintain Aircraft or to otherwise support a major Commercial Aeronautical Service such as those used by an FBO, SASO, MRO, and cargo operators. Any Aircraft stored, maintained, or utilized in conjunction with the Commercial Hangar, provides or contributes to the revenues of the owner/operator/lessee. FBO Commercial Hangar facilities shall meet the minimum requirements set forth in Part II, Section 4. SASO Commercial Hangar facilities shall meet the minimum requirements set forth in Part II, Section 6. The minimum requirements for cargo facilities will be determined based on the size of the Aircraft to be served.
- N. “Corporate Hangar” shall mean a large hangar that is generally clear spanned and capable of storing multiple Aircraft and is owned, operated, or managed by (i) corporate entity or (ii) corporate aviation branch of a corporate entity, and stores the owner’s/corporation’s Aircraft which is intended for the sole use of the corporate owner/lessee. Any Aircraft stored, maintained, or utilized in conjunction with the Corporate Hangar may only be adjunct to their primary corporate business and shall not provide or contribute to the revenues of the owner/operator/lessee. A Corporate Hangar could be operated by up to two separate entities in co-tenancy.
- O. “Director of Airports” or “Director” shall mean The City of Oklahoma City’s Director of Airports who also serves as the General Manager of the Oklahoma City Airport Trust.

- P. “Effective Date” shall mean **January 1, 2023**.
- Q. “Executive Hangar(s)” shall mean a medium-sized hangar that is clear spanned and capable of storing one or more large Aircraft. An Executive Hangar could be operated by up to two separate entities in co-tenancy.
- R. “FAA” shall mean the Federal Aviation Administration.
- S. “FAR” shall mean the Federal Aviation Regulations.
- T. “Fixed Base Operator(s)” or “FBO” shall mean a Commercial Aeronautical Service provider having an agreement with the Trust to operate on an Airport and is required to directly provide the following services to all Airport users:
- retail sale of aviation fuels, oils, and lubricants;
  - Aircraft line services;
  - adequate hangar storage, parking areas and equipment for Aircraft;
  - provide lounge or waiting room facilities; and
  - basic repair and maintenance services for Aircraft.

An FBO may offer other Aeronautical Activities or those that a SASO is allowed to provide when approved by written agreement with the Trust. (See Part II, Section 5)

- U. “Flight Training” shall mean a Commercial Aeronautical Service in which a Person is engaged in giving or offering to give flight instruction leading to a pilot’s certificate or rating for hire or compensation, or advertising, representing, or holding oneself out as giving or offering to give such instruction and includes both ground and in-air instruction and all instructors of Flight Training shall have Part 61 certification.
- V. “General Aviation Aircraft” shall mean only Aircraft that is operated non-commercially under FAR Part 91.
- W. “Master Plan” shall mean the current Trust and FAA approved plan for the use of an Airport that includes a scaled dimensional layout (Airport Layout Plan) of an entire Airport’s property, indicating current and proposed usage for each identifiable segment.
- X. “MRO” (See Airframe and Powerplant Repair and Maintenance Service definition).
- Y. “Other Aeronautical Activity” shall mean any activity, whether commercial or otherwise, that is not listed as an Aeronautical Activity as defined herein, but the Director determines is for aeronautical purposes.
- Z. “Person” shall mean an individual, firm, general or limited partnership, corporation, trust, association, or entity.

- AA. “Small General Aviation Hangar” shall mean a small stand-alone hangar at Clarence E. Page Airport that is owned by the owner/operator of a General Aviation Aircraft for the sole purpose of storing the Aircraft.
- BB. “Specialized Aviation Service Operation” or “SASO” shall mean an Aeronautical Activity in which a Person engages directly in one or more of the following:
- Aircraft Charter or Taxi Operation;
  - Airframe and Powerplant Repair and Maintenance Service or MRO services;
  - Aircraft Sales or Leasing;
  - Aircraft Rental;
  - Aircraft Radio and Avionics Sales and Service;
  - Flight Training;
  - Aircraft maintenance and repair operations; or
  - other similar Aircraft related activities.
- CC. “T-Hangar Unit” shall mean a large, enclosed hangar that has a series of hangars that are in the shape of a “T” or such other configuration residing in the mid-section of the hangar that nests and divides the hangar into separate individual units or spaces.
- DD. “TSA” shall mean the Transportation Security Administration.
- EE. “Variance” shall mean a particular exemption from certain requirements of these Aeronautical Minimum Standards that is granted by the Trust.

## **SECTION 2. STANDARD REQUIREMENTS FOR ALL AERONAUTICAL AIRPORT USERS**

### 2.01 Applicability

These Aeronautical Minimum Standards and requirements shall apply objectively and uniformly to all similarly situated Aeronautical Users at the Airports engaged in Aeronautical Activities. The Aeronautical Minimum Standards do not apply to non-aeronautical or commercial passenger services offered under FAR Part 121 operations or activities related to Part 121 operations such as third-party ground handlers to Airlines.

### 2.02 General

All the Trust’s Airports are supported by federal grants; therefore, all Airports are federally obligated public use airports. As such, the Trust makes certain assurances as part of its federal obligation commitments which includes that the Trust will ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity, program or facility of an Airport. The Trust also agrees that it will not engage in any unjust discriminatory practice. The Trust may require those operating an Aeronautical Activity on an Airport or leasing Airport land or facilities to demonstrate their qualifications and ability to operate facilities and/or provide services to the aeronautical community and the public before being allowed to engage in such activities or services on an Airport so that the Trust can:



- Promote safety in all airport activities;
- Maintain a high quality of services for all airport users;
- Protect airport users from unlicensed and unauthorized products and services;
- Enhance the availability of adequate services for all airport users;
- Promote the orderly development of land; and
- Provide clear and objective distinction between service providers.

In order to meet these objectives, all applicable aeronautical use of the Airports shall be subject to these Aeronautical Minimum Standards, as they may be amended from time to time. All Aeronautical Users whether engaging in an Aeronautical Activity, Commercial Aeronautical Service, or leasing or assuming a lease for Airport property or a facility on an Airport shall thereupon make application in writing, filed with and approved by the Director of Airports before engaging in such activity, service, or lease.

### **SECTION 3. LEASE OR USE OF LAND OR FACILITY**

#### 3.01 Application

Any Person wanting to lease or to assume a lease for land or a facility on Airport property shall submit the Application for Lease of Airport Land or Facility and any necessary supporting documentation. The application to lease land or facilities on Airport Property may be separate from an application for the operation of a Commercial Aeronautical Service or Aeronautical Activity on an Airport. (See Part II, Section 2).

#### 3.02 Qualification

Each application shall be considered and evaluated on its own merit based on the following:

- The Applicant has a history of management or personal ability to operate and maintain the facilities or leased land;
- The Applicant has demonstrated its financial responsibility and capability to provide or to operate the facilities proposed now and during the term of the agreement;
- The Applicant has or can reasonably secure necessary certificates or permits from the FAA or other authority to construct any new facilities proposed;
- The Applicant has furnished or can furnish suitable insurance to protect and agrees to release, defend, indemnify and hold harmless the City and the Trust from any liability in connection with the use of Airport property;
- Any corporate applicant is registered with and is in good standing with the Oklahoma Secretary of State and other entity of the state of registration;
- When constructing any new facilities or hangar, the estimated construction costs, the proposed site plan, the construction plans and specifications, and the means of financing such construction or acquisition of facilities; and
- For non-commercial aeronautical leases, the Applicant must also provide:
  - a. Proof that the Applicant has Aircraft or has a contract for the delivery of Aircraft including a copy of the FAA registration of Aircraft to be stored in the hangar; and

- b. When the facility will include self-fueling privileges, documentation on who will be fueling Aircraft and that Person is an employee of the applicant.

### 3.03 Negotiation of Agreement

Once an applicant has been qualified, the Director will engage the applicant in the negotiation of a lease agreement to be presented to the Trust for the service, activity and/or the leasing of land or facilities.

## **SECTION 4. COMMON LEASE TERMS AND CONDITIONS**

Terms and conditions contained in any lease and/or operational agreement with the Trust may differ based on the use of the Airport's land, facility to be leased, activity or service to be conducted, an Airport where the lease or activity may occur, the type of facility to be built or rented, and the amount of investment made in an Airport by the lessee. Generally, facility leases will be based on the triple net lease concept. The total cost of amortizing the investment and maintenance will be borne by the lessee.

### 4.01 Primary Lease Period and Option Periods

Most aeronautical leases have a primary lease period and may provide for an option or renewal period for the continued leasing of an Airport premises. In no case shall there be a lease term longer than the limit set forth by law or allowed by the FAA. The length of the lease will depend on the type of Aeronautical Activity and the amount of capital investment.

#### A. Commercial Leases

Generally, have a combined primary lease period of 20-30 years.

#### B. Non-Commercial Hangar Leases

- i. Corporate Hangars have a primary lease period of 20-25 years.
- ii. Executive Hangars have a primary lease period of 20-25 years.
- iii. T-Hangar Units:
  - a. Have a primary lease period of 15 years at Wiley Post Airport.
  - b. Have a primary lease period of 15 years at Clarence E. Page Airport.
  - c. Have a primary lease term of 20-25 years for new construction of T-Hangar Units at any Airport.
- iv. All other Small General Aviation Hangars have an initial term of 5 years at Clarence E. Page Airport but may have a term of 15-20 years at Wiley Post Airport.

### 4.02 Rent

#### A. Ground Rent

Generally, ground rent is an annual amount that is paid monthly for the use of Airport land. Ground rent is due on the first day of the month and is late when not paid by the last day of the month. Some small leases are only paid annually upfront. Rental payments generally begin with the commencement and effective date of the lease agreement and apply during any construction.

- i. Upon the Effective Date of these Aeronautical Minimum Standards, the ground lease rate for a new or renewed aeronautical lease shall be based on aeronautical market rates but shall not be less than \$0.20 per sq. ft at Will Rogers World Airport, Wiley Post Airport, and Clarence E. Page unless otherwise provided by an agreement between the Trust and a lessee (“Aeronautical Ground Rate”). The Aeronautical Ground Rate under these Aeronautical Minimum Standards for new and renewed hangar lease agreements shall increase automatically by at least \$0.01 per year each January 1 commencing January 1, 2024, and such escalations shall continue until new rate(s) are established by the Trust.
- ii. Each lease agreement with the Trust will have ground rent escalations throughout the lease term that may be subject to rate and frequency escalations that are different escalations than the Aeronautical Ground Rate.

**B. Infrastructure Improvement Fees**

Generally, the lessee is responsible to construct any infrastructure that is needed off the leased premises in order to support the facility or operations of the lessee. In the event the Trust provides any infrastructure improvements to support the development of an area of an Airport or the premises leased to a lessee, the lessee will be required to reimburse the Trust for all design, construction, engineering, and related cost and expenses for the infrastructure improvements. Infrastructure improvements may include, but are not limited to, taxiways, taxilane, utilities (water, stormwater, sanitary sewer, telephone, fiber, etc.), or roadway improvement costs. The total cost for such infrastructure improvement constructed by the Trust will be shared on a square foot basis by all premises benefited by such improvements as determined by the Director. The Trust’s total cost may be amortized by each lessee over a 16-year period and will be included within any ground rent.

- i. The Northeast Development Area at Wiley Post has a \$0.05 per square foot Infrastructure Recovery Fee.
- ii. Parcels within the Lariat Landing on the east side of Will Rogers World Airport have a \$0.05 per square foot Infrastructure Recovery Fee.

**C. Building Rent**

Building Rent (sometimes called “Facility Rent”) for aeronautical hangars, buildings, and facilities owned by the Trust will be appraised utilizing a cost approach methodology, without considering any accrued depreciation, to determine the value of present-day construction costs for hangars or facilities. Once the present-day construction value is established, the accrued depreciation of the facility in accordance with the appraisal will then be applied against the present-day construction value to determine the appraised sales value. The annual Building Rent will be 4% of the appraised sales value. If the lessee assumes responsibility for 100% of the maintenance obligations on any Trust owned hangars, buildings, and facilities during the rental period, the annual Building Rent may be discounted 20-30% for the Lessee’s

maintenance obligations and commitments. On aeronautical hangars, buildings and facilities that are 30,000 square feet or larger, the discount on the annual Building Rent may be up to 40% for a lessee who provides 100% of all maintenance. Where the lessee does not take 100% of the maintenance obligation, the parties will negotiate the discount percentage, or the lessee will be required to reimburse the Trust for its actual out of pocket expense plus an amount for oversight and management of the maintenance. Provided however, Building Rent shall be subject to a 2% increase from the previous year's annual Building Rent. In the event any Trust owned hangar, building, or facility is subject to debt service of the Trust, the Building Rent shall at a minimum satisfy the debt service payment plus 1%.

4.03 Financing and Amortization of Construction

Construction of buildings, hangars and facilities may be financed and secured by the lessee from a lending institution upon approval by the Trust but in no event may the Trust or City's title to an Airport or the real property be encumbered, or the hangar financed or amortized for a period longer than the primary lease term. Financing may be available from the Trust depending on the project's scope and size.

4.04 Title to Hangars, Buildings, Facilities, and Improvements

When hangars, buildings, and facilities are newly constructed by the lessee for the development of the leased premises, title will remain with the lessee during the primary lease period in order for the lessee to amortize construction costs, but the lessee will be required to transfer title to any hangar, building or facility to the Trust generally at the end of the primary lease term along with any improvements that may have been made over the primary term. Upon transfer, the lessee will be required to pay Facility Rent to the Trust as described in Section 4.02 of this Part II. Title to Infrastructure Improvements as described in Part I, Section 5 shall transfer to the Trust or other designated entity upon completion. At the time of any transfer, title shall be by Bill of Sale or other agreed upon procedure and must transfer free and clear of all liens and encumbrances including construction, materialmen, or mortgage liens. Generally, title does not transfer to the Trust for small General Aviation Hangars at Clarence E. Page Airport, and any facilities constructed thereon will be required to be removed at the termination or expiration of the lease unless otherwise agreed to by the parties.

4.05 Maintenance and Alterations to Buildings

Generally, the lessee will provide all maintenance to the buildings, hangars and facilities owned by the lessee and the Trust has no maintenance responsibilities except as required by the FAA through grant assurances. When the Trust owns the building, hangar or Facilities, the parties will agree upon each party's responsibility for maintenance. (See Part I, Section 4.02I) All alterations to any building whether Trust or lessee owned, are the responsibility of the lessee but are subject to review and approval by the Director. Minor alterations or minor maintenance that are cosmetic in nature, do not involve the movement of walls, utilities, building or mechanical systems, or are routine preventative maintenance are generally not subject to approval of the Director. (See the lease agreement for specifications.)

4.06 Landscaping and Exterior Lighting

Landscaping of facilities is required and shall be consistent with the Airport's wildlife mitigation strategies so that any landscaping is not an attractant to wildlife. The lessee will be required to provide a plan for landscaping which will be approved by the Director. The landscaping shall be maintained by the lessee in a neat, clean, and aesthetically pleasing manner. Likewise, the lessee shall be responsible for all exterior lighting, parking lot lighting, or obstruction lighting on its premises.

4.07 Inspections

Generally, the Trust may require periodic inspections of the leased premises or any buildings, hangars, or facilities during the primary lease term or prior to the turnover of any building, hangar or facility to the Trust to determine any needed repairs and other maintenance items to be accomplished by the lessee. The Trust may require a jointly performed professional facilities maintenance inspection and report of the roof, structural, plumbing, electrical, and mechanical systems every five years or prior to the turnover of title to the Trust.

4.08 Subletting, Subcontracting, and Assignment

Subletting leased space and assigning leases with the Trust may be prohibited in some instances, but when allowed, it must be with Trust approval. Examples of when it has been prohibited are when there are self-fueling privileges or when the nature or qualification of the lessee does not warrant assignment or subletting. For some Aeronautical Activities, subcontracting out the service or activity may be prohibited.

4.09 Ground Lease

Land will be leased in accordance with each Airport's Master Plan, Trust Indenture, the Trust's Lease with the City, and all federal, state and local laws and regulations as deemed appropriate by the Trust and the City.

4.10 Aircraft Weight Restrictions

No Aircraft may be located on any taxiway, taxilane, apron, or runway at any Airport that exceeds the maximum gross weight or wheel loading based for the designed load bearing capacity of the pavement. The Director may grant temporary and non-regularly reoccurring variances to this requirement.

4.11 Nonaeronautical Use of Aeronautical Areas

No vehicle or pedestrian shall access any runway, taxilane, taxiway, ramp, or apron unless first having and visibly displaying at all times a permit or identification badge for access to the same from the Director.

4.12 Illegal Aeronautical Activities

No Person shall engage in any illegal, unauthorized, unpermitted, or unlicensed Aeronautical Activity on a Trust operated Airport. All Airport users shall abide by all FAA regulations and requirements while operating at an Airport. All Persons suspected of engaging in any illegal or unauthorized Aeronautical Activities will be referred to the FAA by the Airport.

#### 4.13 Common Lease Conditions and Assurances

All lease or operational agreements shall be conditioned upon or contain language assuring:

- A. The Aeronautical Minimum Standards are incorporated into said lease or contract agreement by reference and there shall be original and continued compliance with the Standards required for each particular aeronautical or other related activity approved.
- B. Any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the Federal Aviation Administration, the State of Oklahoma, and The City of Oklahoma City. All buildings, structures, and facilities shall follow the requirements of current building codes and fire regulations of The City of Oklahoma City; and any construction once commenced will be diligently prosecuted to completion.
- C. The right shall be reserved in the Trust to modify or add to the Aeronautical Minimum Standards and that any lease, contract, or agreement entered into with an applicant shall be terminated or cancelled in the event of failure to comply with any modification or amendments to Standards after notice thereof shall have been given.
- D. No exclusive right will be permitted for the use of an Airport by any Person providing, or intending to provide, aeronautical services to the public except as otherwise allowed by applicable Grant Assurances.
- E. The lessee must agree to comply with the FAA's civil rights provisions, pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance or as the same may be amended from time to time.
- F. All operations on Airport property will be consistent with local, state, and federal laws, standards, and policies and procedures established by the Director or Trust including any noise abatement procedures.
- G. The Oklahoma City Airport Trust has developed a Master Plan for each Airport which indicates the allocating of space for various aeronautical and nonaeronautical use but with the greatest priority to aeronautical use. Activities not in accordance with an Airport Master Plan may not be permitted.
- H. Airport security shall be always maintained in accordance with all applicable federal, state, and local requirements and standards or directives established by the Director, the Trust, the FAA, and/or TSA.
- I. Any lease or contract for use of Airport land or facilities will be subordinate to any existing or future agreement or grants between the Trust, the City, and the United States, Federal Aviation Administration, relative to the operation or maintenance of an

Airport which is a condition precedent to the receipt and expenditure of federal funds for the development of an Airport.

- J. Lessee shall be responsible for any taxes levied by any agency or unit of government on personal, real, or other property whether the property is leased or owned by the lessee or the lessor.
- K. The Airport Director reserves the right to deny any activity if the activity is deemed to be unsafe.
- L. Lessee will be required to release, indemnify, defend, and hold harmless the Trust and the City for losses or claims that arise as a result of lessee's actions, activities on the Airport, or use of Airport property or facilities. Lessee will be required to carry various types of insurance necessary to protect the Trust and the City from losses that may occur as a result of the lessee's actions or activities and to name the Trust and City as additional insured.

## **SECTION 5. CONSTRUCTION OF NEW FACILITIES OR ALTERATIONS AND IMPROVEMENTS TO EXISTING FACILITIES**

### 5.01 Review and Approval

All new aeronautical construction of a hangar, building or facility on an Airport will be subject to a construction agreement with the Trust. Generally, all plans and specifications for new construction will be reviewed and approved in writing by the Director prior to a lessee receiving approval to commence with construction activities. Lessees will be responsible to obtain their own contractors, architects, and engineers. The Airport's review process is separate from the building or other permit process with the City of Oklahoma City.

### 5.02 Survey and Environmental Due Diligence

Lessee will be required to perform all necessary surveys including a site survey to develop the description of the area to be leased and any surveys necessary for the FAA Form No. 7460-1, Notice of Proposed Construction or Alteration Application, which will be submitted to the FAA by an Airport on behalf of the lessee. Lessee will conduct any geotechnical work and conduct its own environmental due diligence. Generally, all survey and environmental work is done by separate revocable permit with the Director of Airports. Generally, any hazardous substance found on the leased premises after the commencement of the lease will be presumed to be from the lessee's activities unless there is clear and convincing evidence that such substance migrated onto the leased premises.

### 5.03 Rent

Lessee will enter into both a lease agreement and a construction agreement when constructing new facilities on Airport. Lessee's rent obligation typically begins with the effective date of both agreements.

#### 5.04 Lessee Requirements

Lessee is generally responsible to construct any buildings, facilities, utilities, drainage structures, roadway improvements, taxiway, taxiway, connectors, and aprons to support the area to be leased and all aeronautical elements must be constructed in accordance with FAA guidelines where applicable.

- A. Lessee shall obtain all applicable city, state, and federal buildings, construction, or other permits necessary and to meet all applicable building and fire codes or any other specific requirements established by the Director of Airports.
- B. All utilities, including electrical, telephone, gas lines, or fiber, must be underground. A lessee shall bear the expense to relocate any necessary utilities to develop on an Airport. Plans and specifications for the construction of utilities, including those constructed by utility companies, shall require prior written approval by the Director of Airports.
- C. Lessee and/or its contractor(s) may be required to provide assurance for the completion of construction of any new hangar or facilities to be built and to release, defend, indemnify, and hold harmless the Trust and the City for lessee's/operator's construction activities. During all construction, lessee and/or its contractor(s) will be required to carry minimum levels of insurance that name the Trust and the City as additional insured.
- D. Within 30 days of completion of any construction, the lessee must submit a complete set "as-built" record drawings, plus an electronic AutoCAD version thereof.

#### 5.05 Subsequent Alterations and Major Improvements/Repairs

Major improvements or repairs (alterations and improvements affecting the height and footprint to any building on an Airport plus any changes to the structure, mechanical, plumbing or electrical systems to any building owned by the Trust or may become the property of the Trust) made after initial construction, will be subject to the advance written approval of the Director and may require the submission of plans and specifications to the Director and an air space determination, Form No. 7460-1, with the FAA.

### **SECTION 6. AMENDMENT OF STANDARDS**

The Trust reserves the right to amend the Aeronautical Minimum Standards to properly protect the health, safety, and interest of the Airports, the City, and the public. Upon approval of any such amendments, all Aeronautical Users of an Airport subject to these Aeronautical Minimum Standards shall be required to conform to such amended standards upon notice of the amendment from the Director.

### **SECTION 7. VARIANCE**

#### 7.01 Generally

The Trust reserves the right, but is not obligated, to grant a reasonable Variance to the standard terms and conditions set forth in these Aeronautical Minimum Standards when



good cause is shown and provided that such waiver would not adversely affect: (i) the public interest, health or safety, (ii) the quality of service provided to the public, (iii) Airport's finances or operations, (iv) would not violate any applicable Federal, State, City or other law, statute, ordinance, rule, regulation, or Airport grant assurance, or (v) the Variance would be consistent with the general intent and purposes of the Minimum Aeronautical Standards. Variances may be granted also to the structural or design guidelines or for the use or operation of facilities or Aeronautical Activities on Airport property.

7.02 Request

Any Person desiring to use Airport property or facilities in a manner that is contrary to these Minimum Aeronautical Standards shall make a request in writing to the Director for a Variance. The request shall state the specific Part, Article, and Section the Variance is requested and shall state the reasons in support of such request. The request shall identify the duration the Variance is requested and any anticipated Airport impact or those to other entities, operators, lessees, sublessees, users of an Airport or the public.

7.03 Notice

The Director will review the request, gather additional information, ascertain the impact to an Airport and other Airport users.

7.04 Trust Determination

The Director shall make recommendation to the Trust for action on the Variance in its normal course of business in its normal public meetings. The findings of the Trust on the grant or denial of a Variance shall be recorded in the records of the Trust. The Trust may grant or deny a Variance, in whole or in part, as it deems reasonable and best for the interest of the Trust and the Airport.

7.05 Termination

Any Variance shall terminate automatically upon the expiration or termination of a lease or other agreement for which the Variance was granted and before any new, renewal, extension of the current lease or other agreement commences unless expressly stated otherwise in any agreement with the Trust. Any substantial change in the type, size, or character of use of an Airport by the applicant or an assignee, or there is a material change in the facilities whether by damage, new construction, remodeling or other means shall also terminate the Variance and the tenant must submit a new request for Variance.

## **PART II. COMMERCIAL AERONAUTICAL SERVICE PROVIDERS AND OTHER COMMERCIAL AERONAUTICAL ACTIVITIES**

### **SECTION 1. GENERAL**

The ordinances of the City of Oklahoma City require that no person shall use any Airport to conduct commercial activities or to engage in competing commercial activities with others who are permitted to engage in similar commercial activities on an Airport without first obtaining permission from the Director. This Part applies to all Commercial Aeronautical Service providers who engage in conducting a business with Airport users at the Airports.

### **SECTION 2. APPLICATION PROCESS**

#### 2.01 Application

Any Person wanting to engage in an Aeronautical Activity, or engage in a Commercial Aeronautical Service, or Other Aeronautical Service on an Airport shall submit an Application for Commercial Aeronautical Service or Aeronautical Activity and provide any necessary documentation to support the application. This application may be separate from an application for the use of land or facilities on the Airport.

#### 2.02 Qualifications

- A. The Applicant has the experience and history of management or provision of the activity or services requested, reliable reputation,
- B. The Applicant has demonstrated its ability to operate and maintain the facilities requested or has employed personnel who have experience in operating the activity or service applied to operate;
- C. The Applicant has demonstrated its financial responsibility and capability to provide or to operate the facilities, services or activities proposed now and during the term of an agreement;
- D. The Applicant has or can reasonably secure necessary certificates, license, or permits from the FAA or other authority to construct and to operate the activity or service requested;
- E. The Applicant will agree to release, defend, indemnify and hold harmless the City and the Trust hand name the City and Trust as additional insureds from any liability in connection with the use of Airport property;
- F. The Applicant will furnish insurance in the type and amounts requested based on the facilities, services or activities to be operated; and
- G. The Applicant is registered with and in good standing with the Oklahoma Secretary of State as well as the state in which the entity was organized.

#### 2.03 Negotiation of Agreement

Once an Applicant has been qualified, the Director will engage the Applicant in the negotiation of an operations and/or lease agreement to be presented to the Trust for the service, activity and/or the leasing of land or facilities.

### **SECTION 3. STANDARDS FOR FBOS**

All FBO providers shall be required to provide the services listed in Section 3.01 (A) as well as any terms and conditions set forth in a lease and/or operations agreement agreed to with the Trust. These standards for FBO providers are not intended to provide any exclusive rights. Any change or expansion in the nature of the services and facilities provided by an FBO on a Trust Airport, whether they necessitate additional facilities or the enlargement of the original facilities or not, will require formal application to the Trust and any appropriate lease amendment in compliance with the applicable Aeronautical Minimum Standards.

#### **3.01 Required Services**

##### **A. Provide retail sale of aviation fuels, oils, and lubricants.**

##### **i. Tank Requirements**

All tanks must be above ground as new underground storage will not be permitted.

- a. Will Rogers World Airport—All fuel must be obtained from the Trust’s on-airport fuel storage facility through a separate agreement with the fuel supplier. The Trust may authorize through an agreement an additional above ground storage if the Director determines there is inadequate access to the Trust’s on-airport fuel storage facility.
- b. Wiley Post Airport -At least two (2) above ground 10,000-gallon fuel storage tanks, one for Jet-A and one for Av-Gas fuel.
- c. Clarence E. Page— At least two (2) above ground 10,000-gallon fuel storage tanks, one for Jet-A and one for Av-Gas fuel.

##### **ii. Fuel Flowage Fees**

All FBO operators shall be responsible for the payment of a per gallon fuel flowage fee to be paid to the Trust in accordance with the Fuel Flowage Fee Policy. The policy currently has different fuel flowage fees dependent on the type of Aircraft operation that is being fueled.

##### **iii. Operations**

- a. All FBO operators and its personnel shall exercise care to prevent the overflow of fuel and notify an Airport of any spills greater than 5 gallons.
- b. Smoking, use of radio transmitter or receiver, or use of any electronic devices including cell phones is prohibited during fueling or defueling activities.
- c. FBO must have a spill prevention control and countermeasure plan, readily accessible spill mitigation equipment and materials, and a hazardous substance remediation contractor identified and available to respond within reasonable time of a spill.
- d. No truck-to-truck transfers of fuel unless approved in advance by the Director of Airports.
- e. All fuel must be stored only in trucks or containers meeting NFPA, OCC, or other regulatory requirements.
- f. De-fueling of Aircraft at Will Rogers World Airport shall only occur when the Airport Rescue and Fire Fighters are notified; are on standby; and approve of

such defueling, having found it consistent with the applicable fire codes and standards.

- g. Proper mobile fuel dispensing equipment to service all types of Aircraft that are based on an Airport the FBO operates.
  - h. Adequate inventory of at least two grades of aviation engine oil and lubricants.
  - i. Properly trained line personnel on duty at least eight hours of every calendar day, seven days a week, as well as on call by readily accessible means at other hours during the day or night.
  - j. Sufficient types of fire extinguishers or other equipment commensurate with the hazards involved in refueling and servicing Aircraft.
  - k. Adequate grounding facilities for Aircraft and fueling equipment at fueling and defueling locations to eliminate the hazards of static electricity.
  - l. Where required, FBOs shall abide with applicable Federal, State, and local laws and regulations.
- B. Perform Aircraft line services with appropriate equipment including, but not limited to:
- i. Marshalling plane to a parking spot on the FBO's ramp;
  - ii. Tug and tow of Aircraft with appropriate equipment;
  - iii. Oxygen and nitrogen services;
  - iv. Ground power unit services;
  - v. Aircraft cleaning services;
  - vi. Fueling Aircraft; and
  - vii. Lavatory and trash disposal services in the permitted areas.
- C. Provide adequate hangar storage, hard surface Aircraft parking, and tie-down areas and the necessary equipment needed to store Aircraft safely and efficiently in all reasonably expected weather conditions.
- D. Provide lounge or waiting rooms for pilots, passengers, and airplane crews for itinerant Aircraft that are conveniently located, heated and air-conditioned, have sanitary restrooms, and communications capabilities such as Wi-Fi or telephone services.
- E. Employ personnel for basic repair and maintenance services for Aircraft, including FAA certified personnel when required, and have proper equipment for such repair and maintenance services. All FBO providers shall be equipped to repair and inflate Aircraft tires, change engine oil, and recharge or energize discharged Aircraft batteries and starters.

### 3.02 Optional Services

An FBO may offer other services allowed to be provided by a SASO when such additional services offered by the FBO are approved by the Trust. (See Part II, Section 5).

### 3.03 Commercial Aircraft

FBO providers shall report at least monthly to the Director all Aeronautical Activities and Commercial Aeronautical Service providers utilizing the FBO provider's premises including the name of the entity, the N-number, the Aircraft owner's name, the nature or

type of the activity or services, and copies of FAA-issued Air Operating Certificate.

**3.04 Subcontract Services**

FBO providers may only subcontract out the basic Aircraft repair and maintenance services that are required to be provided herein by an FBO. The FBO must notify the Director when subcontracting out repair and maintenance services with the name of the provider and hours of operations.

**SECTION 4. FBO FACILITY REQUIREMENTS**

All new FBO facilities shall at a minimum contain the following facilities with the following square footages. All construction will be subject to Part I, Section 5.

<b>Square Footage</b>	<b>WRWA</b>	<b>WPA</b>	<b>CEP</b>
Ground Lease	350,000	300,000	250,000
Aircraft Hangar Storage Space	25,000	20,000	18,000
Paved Apron	125,000	100,000	75,000
Auto Parking <sup>1</sup>	50,000	45,000	35,000
Office Space <sup>2</sup>			
T-Hangar Stalls	None	10	10
Fuel	From Airport's Fuel Farm	1 10,000-gallon AST for Jet-A; 1 10,000-gallon for Av-GAS	1 10,000-gallon AST for Jet-A; 1 10,000-gallon for Av-GAS

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.
2. Office Space must be adequate to accommodate office, pilot lounge, restroom facilities, and adequate shop areas.

**SECTION 5. STANDARDS FOR SASOS**

The Trust recognizes that some commercial Aeronautical Activity providers may wish to only offer a limited number of services to Aeronautical Users and not operate as an FBO. As a Commercial Aeronautical Service provider of Aeronautical Activities, SASO providers may only engage in the provision of their services or activities on an Airport when permitted by the Director or when entering into a longer-term agreement with the Trust. In the event an FBO elects to provide any of the following SASO services, then an FBO shall comply with the minimum operational requirements applicable to a SASO for the same activity or service.

A SASO or FBO may only engage in the services provided herein when approved by the Director and/or Trust. Any change or expansion in the nature of a SASO's approved commercial services, whether they necessitate additional facilities or the enlargement of the original facilities or not, will require formal application to the Trust and appropriate lease amendments in compliance with the applicable Aeronautical Minimum Standards.

**5.01 Aircraft Charter and Taxi Operations**

Persons conducting an Aircraft Charter and/or Taxi Operation shall be required to provide:

- A. Passenger lounge, restroom, and telephone facilities as required of a lessee/operator for fuel and oil sales (See Part II, Section 3.01.B.);
- B. All applicable security requirements for charter and taxi service promulgated by the FAA, TSA, or Airport;
- C. Adequate table, desk, or counter for checking in passengers, handling ticketing or fare collection, luggage and/or cargo;
- D. FAR Part 135 operating certificate and utilizing FAA certificated Aircraft with properly certificated and qualified operating crew, but at no point any less than two crew members, one of which shall be located at an Airport and ready for departure during at least eight hours of each day during daylight operations. Stand-by units and crew must be available within one hour's notice at all other times; and
- E. Three (3) or more Aircraft certified for charter operations.

5.02 Airframe and Powerplant Repair and Maintenance Service/MRO

Persons providing Airframe and Powerplant Repair and Maintenance Services as an MRO shall provide:

- A. Sufficient hangar space to house any Aircraft upon which such service is being performed. To the extent reasonably practical, all services shall be performed indoors;
- B. Suitable hangar or outside storage space for Aircraft awaiting repair or maintenance or awaiting delivery after repair and maintenance has been completed. There shall not be any outdoor storage of non-airworthy Aircraft for more than thirty (30) days, unless otherwise approved by the Director;
- C. Adequate shop space to house equipment and machine tools, jacks, lifts, and testing equipment to perform maintenance, repairs, and overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and multi-engine land Aircraft;
- D. At least one FAA certificated airframe and power plant mechanic under 14 CFR Part 65 available during eight hours of the day, five days per week; and
- E. The facility itself shall be certified under 14 CFR Part 145.

5.03 Aircraft Radio and Avionics Sales and Service

Persons operating Aircraft Radio and Avionics Sales and Services shall provide:

- A. Sufficient hangar space to house any Aircraft upon which such service is being performed. To the extent reasonably practical, all services shall be performed indoors;
- B. Suitable hangar or outside storage space for Aircraft awaiting repair or maintenance,

or delivery after repair and maintenance has been completed;

- C. Adequate shop space to house equipment, supplies, and parts to perform maintenance and repair to radio and avionics equipment; and
- D. At least one FAA certificated and licensed radio and/or instrument technician, that is available eight hours of the day, five days per week.

#### 5.04 Aircraft Rental

Persons conducting Aircraft Rental services shall provide:

- A. Suitable office space for consummating rentals and lease agreements and the keeping of the proper records in connection therewith;
- B. Two (2) airworthy Aircraft suitably maintained and certificated;
- C. At least during eight hours of the working day, a properly certificated pilot available and capable of checking out rental Aircraft;
- D. Proper checklists and operating manuals on all Aircraft rented; and
- E. Maintenance logs for Aircraft should be available to customers for review upon request.

#### 5.05 Aircraft Sales or Leasing

All Persons selling, leasing or providing brokerage services of Aircraft shall provide:

- A. Suitable office, lounge, and public space for consummating sales and the keeping of the proper records in connection therewith;
- B. For new Aircraft sales, at least one demonstrator model for each manufacturer;
- C. The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts, required for the manufacturer of the Aircraft and models sold;
- D. Current up-to-date specifications and price lists for types and models of new Aircraft sold, and adequate parts catalogue and service manual on the Aircraft; and
- E. At least during eight hours of the working day, a properly certificated pilot available and capable of demonstrating new or used Aircraft for sale.

#### 5.06 Flight Training

All Persons conducting Aircraft Flight Training as a FAR Part 141 flight school shall provide:

- A. At least one full-time (eight hours per day, five days per week) properly certificated flight instructor for single engine land airplanes;

- B. At least two dual control equipped single engine land Aircraft properly equipped and maintained for flight instruction and at least one of which must be equipped for and capable of use for instrument flight instruction, and such additional types of Aircraft as may be required to give flight instruction of the kind advertised;
- C. Adequate office and classroom space for at least 5 students with proper restroom and seating facilities;
- D. Adequate mock-ups, pictures, slides, filmstrips, or other visual aids necessary to provide proper ground school instruction;
- E. Properly certificated ground school instructor providing regularly scheduled ground school instructions sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings;
- F. Continuing ability to meet certification requirements of the FAA for the Flight Training proposed;
- G. Facilities other than the public apron or tie down areas that are adequate overnight facilities for storing, parking, servicing, and repairing all its Aircraft, or satisfactory arrangements with other lessees/operators licensed or otherwise permitted by the Trust on an Airport for such services; and
- H. Adequate public Aircraft and commercial liability insurance sufficient to protect the lessee/operator and the City and Trust from legal liabilities involved.

5.07 Crop Dusting and Spraying

Persons seeking to conduct crop dusting or spraying of agricultural chemicals shall be required to:

- A. Inform the Director of Airports and the appropriate control tower, prior to operations, of the date and area to be sprayed or dusted;
- B. Disclose to the Director all hazardous substances that will be stored on the an Airport and provide appropriate and safe storage and containment of any hazardous materials/substance or noxious chemical materials including a minimum of a 1,000 sq. ft. of segregated chemical storage area protected from public access that meets all applicable fire codes; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport;
- C. Have certificated Aircraft suitably equipped for the agricultural operation undertaken; and



D. Have suitable arrangements for servicing, repairing, storing, and parking its Aircraft with adequate safeguards against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the Airport.

5.08 Aircraft maintenance and repair operations

Any Person providing maintenance and repair operations as a SASO may also provide for painting, upholstery, propellers, instruments, or accessories.

5.09 Duplication of Requirements

Any Person conducting a combination of the specialized operations listed above shall not be required to duplicate the requirements when the requirements of one activity is sufficient to meet the requirements of another activity, or where one facility can be sufficient to meet both requirements.

5.10 Commercial Aircraft

FBO providers shall report at least monthly to the Director all Aeronautical Activities and Commercial Aeronautical Service providers utilizing the FBO provider’s premises including the name of the entity, the N-number, the Aircraft owner’s name, the nature or type of the activity or services, and copies of FAA-issued Air Operating Certificate.

5.11 Subcontract Services

SASO providers may not subcontract out the services that they are approved to provide, unless otherwise approved by the Director.

**SECTION 6. SASO FACILITY REQUIREMENTS**

SASO providers may lease space from an FBO. If suitable facilities cannot be obtained from an FBO, SASO providers may be permitted to construct a Commercial Hangar with shop, and/or office facilities in specific areas of an Airport as identified on the Airport’s Master Plan. When a SASO does not lease facilities or space from an FBO and will provide a standalone facility, the SASO shall have a Commercial Hangar meeting the following requirements.

<u>Square Footage</u>	<u>WRWA</u>	<u>WPA</u>	<u>CEP</u>
<u>Ground Lease</u>	<u>55,000</u>	<u>45,000</u>	<u>35,000</u>
<u>Hangar</u>	<u>12,500</u>	<u>10,000</u>	<u>8,000</u>
<u>Paved Apron</u>	<u>15,000</u>	<u>10,000</u>	<u>5,000</u>
<u>Auto Parking<sup>1</sup></u>	<u>8,000</u>	<u>5,000</u>	<u>3,000</u>

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

**SECTION 7. NON-FBO OR NON-SASO COMMERCIAL AERONAUTICAL SERVICE PROVIDER OPERATIONS**

Commercial Aeronautical Service providers on an Airport who are not an FBO or SASO but are an Other Aeronautical Activity provider may be allowed to engage in Aeronautical Activities after a permit is obtained from the Director or having an agreement with the Trust. Any Person desiring to engage in any Aeronautical Activities without being a FBO or SASO, shall make application to

conduct such activity or to provide such service pursuant to Part II. This type of operator may be required to pay an annual fee or percentage of the gross receipts of all operations performed on an Airport for the provision of services on an Airport.

All FBO and SASO providers who intend to subcontract or sublease space or facilities to others to engage in an Aeronautical Activity or Commercial Aeronautical Service on an Airport shall provide to the Director the name of the business, the operator's address and telephone contact, the N-number for all Aircraft used for commercial activities, the Aircraft owner's name, and copies of FAA-issued Air Operating Certificate. The Director shall determine the appropriate requirements and standards for an Other Aeronautical Activity to be provided on an Airport.

## **SECTION 8. FLYING CLUBS**

### 8.01 Operating Conditions

A Flying Club must obtain prior written approval of the Director and comply with all applicable Federal, State and local laws, ordinances, regulations and rules and obtain any appropriate licenses.

### 8.02 Flight Instruction

Flying Club members may receive flight instruction only in Flying Club Aircraft.

### 8.03 Limitations

All Flying Clubs and Flying Club members are prohibited from engaging in any commercial Aeronautical Activity or service.

### 8.04 Violations

Any violations of these Aeronautical Minimum Standards by a Flying Club or a Flying Club permitting its member to violate these Aeronautical Minimum Standards may result in the Director's termination, revocation or suspension of the Flying Club's operations or use of an Airport.

## **PART III. NON-COMMERCIAL AERONAUTICAL USERS**

### **SECTION 1. HANGAR LEASES FOR GENERAL AVIATION AIRCRAFT**

1.01 Applicability

This Part III shall apply to the development of Hangars to be used by General Aviation Aircraft at the Trust's Airports. Hangars to be used for commercial Aeronautical Activities are subject to development under Part II of these Aeronautical Minimum Standards.

1.02 Hangar Classifications

A. Corporate Hangars

The Trust recognizes the need for the corporate business community to have hangars and associated facilities to accommodate large corporate aviation operations, or to accommodate larger jet Aircraft or multiple Aircraft under common ownership. Generally, Corporate Hangars are only allowed at Will Rogers World Airport or Wiley Post Airport. A Corporate Hangar may not be used for a Commercial Service Activity. The minimum facility requirements for new Corporate Hangar construction shall include the following unless otherwise required by City Code, Trust development standard or other policy, or written agreement with the Trust:

ITEM	SQ FT
Ground Lease	65,000
Hangar/Aeronautical Offices	20,000
Apron Pavement	5,000

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

B. Executive Hangars

The Trust recognizes the need for medium-sized hangars and associated facilities to accommodate large or multiple General Aviation Aircraft in a single hangar. Executive Hangars will be permitted only in specific areas designated by the Director in accordance with each Airport's Master Plan. Executive Hangars are allowed at Wiley Post Airport but may be allowed at Clarence E. Page Airport. An Executive Hangar may not be used for a Commercial Service Activity. The minimum facility requirements for new Executive Hangar construction shall include the following unless otherwise required by City Code, Trust development standard or other policy, or written agreement with the Trust:

ITEM	SQ FT
Ground Lease	20,000
Hangar/Aeronautical Offices	6,000
Apron Pavement	5,000
Auto Parking <sup>1</sup>	1,500

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

C. Small General Aviation Hangars

The Trust recognizes the need may arise from time to time for the construction of small individual stand-alone hangars for General Aviation Aircraft. These small hangars may only be constructed at Clarence E. Page Airport and may not be used for any Commercial Service Activity. The minimum facility requirements for new Small General Aviation Hangar construction shall include the following unless otherwise required by City Code, Trust development standard or other policy, or written agreement with the Trust:

ITEM	SQ FT
Ground Lease <sup>1</sup>	< 10,000
Hangar	< 6,000
Apron Pavement	
Auto Parking <sup>2</sup>	

1. Lots are generally 70' x 90'.

2. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

D. T-Hangar Units

Areas for private T-Hangar Unit development may be available but only at Wiley Post Airport and Clarence E. Page Airport. Generally, a T-Hangar Unit is owned, operated, or managed by a single entity for the use of its members or owners of the lessee and may be only used to store General Aviation Aircraft. A Commercial Aeronautical Service provider may only store Aircraft in a T-Hangar Unit, and no commercial activities or business may be operated from a T-Hangar Unit. T-Hangar Units must meet the following unless otherwise required by City Code, Trust development standard, or other policy or written agreement with the Trust:

Wiley Post Airport:

ITEM	SQ FT
Ground Lease	300,000
Hangar (20 spaces)	150,000
Apron Pavement	
Auto Parking <sup>1</sup>	

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

Clarence E. Page:

ITEM	SQ FT
Ground Lease	100,000
Hangar (10 spaces)	75,000
Apron Pavement	
Auto Parking <sup>1</sup>	

1. In the event the City requires auto or handicap parking different than these standards, the greater shall be followed.

1.03 Construction of New Hangar Facilities or Improvements to Existing Facilities

All new hangar construction on an Airport will be subject to a construction agreement with the Trust in addition to a lease agreement for the land to build the facility. All construction is subject to Part I, Section 5 of this policy.

**SECTION 2. LIMITATIONS FOR NON-COMMERCIAL HANGAR USE**

A non-commercial hangar, including a Corporate Hangar, Executive Hangar, or a T-Hangar, should not be used for any commercial purposes, whether aeronautical related or not, unless such use is approved by the Trust. When a hangar is used for commercial purposes, it may be subject to the Commercial Minimum Standards and paying the fair market value rather than an aeronautical lease rate.

Use of a non-commercial hangar and the leased premises around the hangar are subject to the following conditions:

- A. Hangars may only be used for aviation-related purposes.
- B. Only self-servicing maintenance of Aircraft as allowed by Trust policy may be conducted inside the hangar or on the apron. Major maintenance or Aircraft overhaul is prohibited.
- C. Aircraft storage should be limited to General Aviation Aircraft that are operated under FAR Part 91; provided however, an Aircraft that is utilized as part of a business operation may be stored in a non-commercial hangar only when there are no commercial activities conducted from the hangar. An Aircraft shall be deemed to be a “commercial” Aircraft if the same is used or operated for the purpose of generating revenue under an air carrier or commercial license issued under Parts 110 to 135 of Title 14 of the Code of Federal Regulations.
- D. No fuel or flammable materials, or debris of any kind may be stored within the leased premises or hangar. Fuel storage will only be allowed pursuant to a fuel storage agreement with the Trust in accordance with policy.
- E. Welding or spark-producing activities, or the use of open flames of any kind are strictly prohibited.
- F. The hangar shall have adequate fire extinguishers.
- G. Overhead hoisting assemblies such as cranes, winches, or block and tackle are prohibited.
- H. The hangar and leased premises shall not be used for the storage of vehicles, automobiles, recreational vehicles, travel trailers, motorcycles, or boats. Extended vehicular parking or the storage of any non-aeronautical items is prohibited.

- I. Aircraft will not be permitted to taxi in or out of the hangar and any type of Aircraft engine running activities in or directly adjacent to the hangar are not permitted.
- J. Disabled or derelict Aircraft may not be stored in the hangar and shall be removed immediately from an Airport and airfield.
- K. Ground service equipment, tugs, towbars, or any other allowed equipment shall be maintained and stored indoors.
- L. All grease, oil, and other Aircraft fluids should be stored indoors when reasonably practical.
- M. Malfunctioning Aircraft or equipment shall be removed from Aircraft operations areas immediately and any spill or leak from equipment or Aircraft shall be mitigated and repaired as soon as practical, and any spill or contamination remediated.
- N. Any wash rack, catch basin(s), oil/water separator, grit traps, or grease/oil trap on the leased premises shall be maintained regularly.
- O. Drains on the leased premises shall be permitted for connection to the sanitary sewer mains by the City and avoid runoff into the stormwater system.
- P. Routine inspections should be conducted across the leased premises for leaks, spills, stains.
- Q. The painting or stripping of paint for Aircraft is prohibited.
- R. Dumpster and roll off containers should have lids and not leak.
- S. No outdoor washing or cleaning of Aircraft, ground service equipment, or other equipment is allowed on paved and impervious surfaces without proper containment and discharge directly to the sanitary sewer. All such activities shall be conducted on grassy, unpaved surfaces if containment when discharge to the sanitary sewer is not practical or feasible.
- T. Hosing down aprons, hangar floor, or other locations which results in discharge to stormwater is not allowed.