



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

Fort Worth, Texas 76193-0600

AUG 23 2006

Mr. Jeff Mulder
Tulsa Airport Authority
7777 E. Apache
Tulsa, OK 74158

Dear Mr. Mulder:

The Federal Aviation Administration (FAA) has received a complaint from Mr. Faith alleging unequal treatment between fixed base operators at Tulsa Riverside Airport in violation of the airport's grant assurances; specifically Assurance 22c which states:

"Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities."

Mr. Faith alleges that when he leased parcel Block 4, Lot 1A, there was a required condition of the lease that should the FAA require that site for a proposed new air traffic control tower, he would remove his facilities at his cost and restore the site to undeveloped condition. As a result of a lawsuit that clause was deleted from the lease. However, a memorandum was included in the airport's lease file that states that he is still responsible for removing his facilities should the FAA desire to build the tower on that site.

The lease condition and memorandum resulted in substantially increased development costs for the building as opposed to what they would have been without that clause in the lease.

He also states that two new hangars are under construction in the near vicinity and adjacent to taxilane Charlie, neither of which have the same or similar memos in their lease files, one being constructed by Christensen Aviation and the other by Mr. Ray Booker. Both of these hangars appear to be within 300 feet of the preferred site for the proposed new control tower. The 300 foot clear area is a security criteria included in the tower sighting study. Given that these two new hangars are within the clear area, they also should have the same memorandum in the airport's ground lease file that calls for their removal should the FAA decide to proceed with tower construction on this site. These two hangars are also within the 300 foot clear area of alternate sites IB, 1C, and 3.

In the interest of treating all similarly situated FBOs the same, the memorandum requiring removal of facilities and restoration of the lease area at lessee's cost should the FAA opt to construct a new tower should be in all three of the lease files or in none.

We ask the airport operator to examine the lease records and respond to the allegation of unfairly treating one FBO in favor of two other FBOs by September 11, 2006.