

Port Isabel- Cameron County Airport

Minimum Standards for Fixed Base Operators (FBO)

This is a summary of the obligations and services which should be provided by a Fixed Base Operator (FBO). These guidelines will be attached as part of the lease agreement between the FBO and Cameron County. Should the actual contractual agreement be more or less restrictive than these guidelines, the contractual agreement shall take precedence.

I. Definitions

A. Fixed Base Operator – A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid contract with Cameron County authorizing such activity at the airport.

B. Airport Tenant – An airport tenant is a person, firm, or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO.

II. Services and Requirements

A. The FBO is authorized to offer or perform any or all of the following services or functions for the public in addition to the following minimum standards for aircraft fueling dispensing services outlined herein.

1. FAA Certified Mechanic on duty: The FBO will provide the service of airframe or power plant repair inside of the 28,000 sq. ft. hangar (hereinafter “main hangar”) or designated paved area.

2. General Mechanic Service: The FBO will provide the following: (1) fuel service; (2) parking and tying down aircraft; (3) oil services; (4) tire service; (5) washing aircraft; and (6) other minor repairs and services not requiring a certified mechanic.

3. Aircraft Service Equipment: The FBO will provide emergency starting equipment, adequate fire extinguishers, and towing equipment.

4. Fueling: The FBO shall comply with the following minimum standards for aircraft fuel dispensing service.

a. Fuel – The FBO shall provide at least two grades of aircraft fuel, 100LL AV Gas and Jet A Fuel.

b. Fuel Facilities – Cameron County is in the process of constructing a modern fuel storage facility with a self-service fuel island. The fuel facility will be maintained and operated by the FBO.

1. Tank Farm – The proposed fuel facility will be equipped with two (2) above grounds 15,000 gallons storage tanks and an automated self-serve fuel island. The tanks will be maintained by the FBO.

(a) All plans and specifications for improvements on Tank Farms (including landscaping) shall be prepared and presented to the County and shall require the written approval of the County before any construction or installation may be undertaken.

(b) All construction or improvements on Tank Farms shall conform with any general architectural requirements of these standards and shall be undertaken in accordance with local, State, and Federal codes, ordinances and regulations now in force or hereinafter prescribed. The FBO shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds.

(c) The FBO shall, at its sole cost and expense, maintain the Fuel Farm, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on the Airport. The FBO shall maintain and repair or cause to be repaired, all damages, whether caused by its employees, patrons, or suppliers and shall keep its premises in a safe, neat and good physical condition.

(d) The FBO shall, in the event it shall become necessary to make physical changes on its premises, due to Federal or State of Texas regulations, promptly make such changes and installations at its sole expense, subject to the approval of the County, who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by the County to the FBO, the FBO shall be required to perform whatever reasonable maintenance deemed necessary. If said maintenance is not undertaken by the FBO within ten days after receipt of written notice, the County shall have the right to enter upon the demised premises and perform the necessary maintenance, the cost of which shall be borne by the FBO.

(e) Hours of Operation - Basic Requirement: Assisted Fueling service shall be provided from 8:00 a.m. to 5:00 p.m. five days a week and on call basis. Self-fuel services will be provided 24 hours a day 7days a week.

2. Trucks – If the FBO utilizes mobile dispensing trucks, such trucks shall have a minimum capacity as approved by the County. Trucks shall be property maintained, operated, and equipped in accordance with applicable FAA and national Fire Protection Association recommendations, requirements and regulations.
5. Line service: The FBO will provide properly trained personnel, ropes, chains, or other restraining devices and wheel chocks for each tie down position.
6. Aircraft sales and/or rental: The FBO will provide sufficient office space, aircraft display area, telephone, and aircraft inventory.
7. Flight instruction: The FBO may provide flight training activities conducted by a trained and certified FAA instructor for instruction at the airport’s main hangar.
8. Avionics (Aircraft Radios): Shop area, office space with telephone and restrooms, and trained and certified personnel on duty.
9. Aircraft storage: The FBO will provide sufficient hangar and tie down spaces.
10. Air taxi and charter: The FBO may provide Air taxi and Air Charter Services with the following stipulations:
 - a. Must obtain an FAA Part 135 certification.
 - b. Must provide a resume of pilots with copies of certificates issued by the FAA
 - c. Must provide copy of TXDOT form 4522 “Air Taxi Operator Policies of Insurance for Aircraft Bodily Injury and Property Damage Liability and Copy of FAA Form-8430-18” “Air Carrier Certificate”.
 - e. Must provide copies of FAA mandate drug and alcohol testing programs
 - f. Must provide description of aircraft to be utilized.
 - g. Must have sufficient space for aircraft at the main hangar, or tie down space.
 - h. Must provide office with telephone and restrooms services located at the main hangar.
 - i. Must provide an area for aircraft loading or unloading.
11. Miscellaneous services (as agreed upon by FBO and County): Telephone for public use, ground transportation into town, pilot and passenger lounge, retail business area, and coffee and/or soft drinks. Restrooms and telephone services will be located at the terminal building.

B. The FBO shall abide by the following rules:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the County.
2. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.
3. Upon termination of the contract, return the property to the County in the same condition as it was at the start of the contract, normal wear and tear excluded. Any improvements or additions made to the real property during the term of the contract will become property of the County at the termination of the lease.
4. Allow any person, company, or employee of a company to service, maintain, or fuel its own aircraft that may be parked or hangared at the airport.
5. Make its business open to all forms and classes of aeronautical use.
6. Submit to and abide by periodic safety inspections by the County, the FAA, and/or the Texas Department of Transportation, and Cameron County Auditors Department.
7. Remove and dispose from the leased property all garbage, debris, and other waste material (whether solid or liquid) arising from its occupancy of the premises or from its operations. The FBO shall keep and maintain the leased premises in a clean condition, including cutting the grass (Exhibit A), grounds keeping, and maintaining the lease buildings. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable garbage or waste receptacles, to be of a design to safely and properly contain whatever may be placed therein.
8. Notify and gain approval from the County of any intended reduction of services which are included in the FBO's lease agreement.
9. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
10. Abide by any and all rules, requirements, or mandates placed upon the County by the FAA or the State of Texas including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Texas grants.
11. Provide only those services as stated in the contractual agreement with the County.

III. County's Rights and Obligations

The County retains the right and/or obligation to do the following:

- A. Perform any or all of the functions of an FBO. If so inclined, the County may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.

B. Enter into contracts with other FBO's to operate similar or competitive businesses at the airport. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the County may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the County be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.

C. Approve the FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.

D. Collect all fees for the use of the airport. These fees include lease of hangar space, office space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The County may charge these fees as long as such fees are fair and appropriate and not intended to discriminate against any FBO or any airport user.

E. Increase or decrease the fees or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.

F. Impound any personal property (tools, furniture, aircraft, or equipment) located on the leased property and hold or liquidate such personal property until all fees and taxes due the County are paid, subject to a court judgment.

G. Reserve the right to take any actions necessary to protect the safety and usability of the airport and the approach surfaces to all runway ends.

IV. Payment and Fees

A. Service Charge – The FBO must pay all rentals fees or charges in a timely manner. The County retains the right to assess a service charge for any late payments due to the County.

B. Utilities – The FBO must arrange for water and waste water, gas, electricity, telephone, and any other utilities it uses on the airport and pay all charges in a timely manner throughout the term of the lease.

C. Taxes – The FBO will pay all taxes in a timely manner.

D. Other Bills – The FBO will pay any other bills in a timely manner.

E. The County shall not be responsible for any payment of taxes or charges owed by the FBO.

V. Insurance

The County will provide insurance for all real property located at the airport under the County's Insurance policies, which will be for the sole benefit and protection of the County. The FBO will be required to provide adequate insurance coverage for his personal property and the contents in any buildings being leased as required by the Port Isabel-Cameron County Airport Model Rules and Regulations. The FBO must furnish current proof of these policies to the County and any changes in those policies must have prior written approval from the County.

VI. Solicitation and Conduct

A. The FBO will not engage in the solicitation of its fueling or other services on or about the airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the County will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.

B. An FBO will conduct business on the airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the airport. The County has the right to resolve all such disputes, disagreements, or conflicts and the County's determination will be binding upon all FBO's operating at the airport.

VII. Use and Use Conflict

Any land, building, paved area, and other infrastructure leased to the FBO are to be used and occupied solely for the purpose of operating a Fixed Base Operation and no other. The leased airport property cannot be sublet or divided (except for parking aircraft in hangars, T-hangars, or tie down spaces) without the written permission of the County.

VIII. Unauthorized Use

The FBO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval from the County.

IX. Rules

The FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the County, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the airport.