



MINIMUM STANDARDS FOR BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT



Record of Document Updates

Date of Amendment	Section and Page	Description Change	Approved Date
8/1/2025		Updated	8/1/2025

Table of Contents

1. Introduction, Statement of Policy, and Principles of Interpretation
2. Definitions
3. Minimum Standards
 - 3.1. General Provisions
 - 3.2. Lease Requirements, Application Requirements, and Conditions Precedent to Providing Aeronautical Services
 - 3.3. Specific Requirements for FBOs
 - a. Full-Service Fixed Base Operator (FSFBO)
 - b. Specialized Aviation Services Operator (SASO)
 - 3.4. Leasehold Improvements
 - 3.5. Facility Maintenance
 - 3.6. Insurance Coverage
 - 3.7. Nuisances
 - 3.8. Sub-letting
 - 3.9. Rates and Charges
 - 3.10. Other Requirements
 - 3.11. Applications for New Services and Improvements
 - 3.12. Airport Access and Security
 - 3.13. Revocation and Suspension
 - 3.14. Amendments and Waivers to the Minimum Standards
 - 3.15. Severability
- Appendix A – Fee Schedule**
- Appendix B – Insurance**
- Schedule**

1. Introduction, Statement of Policy, and Principles of Interpretation

- 1.1.** Brownsville South Padre Island International Airport (BRO) is a public-use facility owned and operated by the city of Brownsville, TX. The Brownsville Airport department is subject to numerous federal laws, obligations, and regulations, including those imposed by the Federal Aviation Administration (FAA) pursuant to grant agreements.

It is the policy of the Airport to establish minimum standards (the “Minimum Standards”) for Aeronautical Service Providers to ensure the safe and efficient operation of the Airport; to enhance its growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of Section 308(a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the U.S. Department of Transportation Regulations; to comply with the sponsor assurances as part of the Airport’s federal Airport Improvement Program grant obligations; and to assure all potential Operators of the availability of Airport property on fair and reasonable terms without unjust economic decimation.

- 1.2.** The Airport developed these Minimum Standards in accordance with FAA Advisory Circular 150/5190-7 and in conformity with applicable laws, regulations, and federal grant obligations of the Airport. The FAA recommends that sponsors, like the Airport, adopt minimum standards by which those seeking to perform any Aeronautical Services must abide in order to do business at the sponsor’s airport.

- 1.3.** The purposes of the Minimum Standards are:

1. To make available the opportunity to engage in commercial Aeronautical Activities by persons, firms, or corporations that meet reasonable minimum standards established by the Airport.
2. To ensure a safe, efficient and adequate level of operation and services is offered to the public.
3. To establish reasonable and not unjustly discriminatory minimum standards for commercial Aeronautical Activities at the Airport with which an Aviation Service Provider engaged in an Aeronautical Activity agrees to comply in exchange for the opportunity to engage in said activity.
4. To establish reasonable minimum standards that are relevant to the proposed Aeronautical Activity with the goal of protecting the level and quality of service offered to the public

5. To establish minimum standards that are to be applied objectively and uniformly to all similarly situated Operators in order to ensure a level playing field at the Airport.
6. To reasonably protect and administer the investment of public funds deployed for any operational or capital investment at the Airport.

The Minimum Standards must be interpreted so as to give effect to those purposes.

The Airport will apply the Minimum Standards in a manner consistent with the grant assurances that the Airport has made to the federal government. Nothing in these Minimum Standards should be construed as granting or authorizing an exclusive right to an Operator to provide any Aeronautical Services to the public or to conduct any Aeronautical Services at the Airport. A single Operator providing a particular Aeronautical Service does not, by itself, demonstrate that the Operator has been granted an exclusive right. In many instances, the volume of business may not be sufficient to attract more than one Operator.

Because Operators who have invested at the Airport deserve the continuity and predictability that fair and uniform enforcement of these Minimum Standards provides, the Airport will enforce these Minimum Standards in a consistent, uniform, and fair manner, will treat all similarly situated Operators the same, and will not unjustly discriminate against an Operator for any reason.

These Minimum Standards are established based upon the existing conditions at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. All operators and entities providing Aeronautical Services at the Airport are strongly encouraged to exceed the Minimum Standards.

2.0 Definitions

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

Activities, such as model aircraft and model rocket operations are not aeronautical activities, as defined in FAA AC 150/5190 - 7 *Minimum Standards for Commercial Aeronautical Activities Appendix 1, pg. 12, as may be amended from time to time.*

2.02 Aeronautical Service means any Aeronautical Activity a Person offers to the general public at the Airport in exchange for valuable consideration.

2.03 Airport means the Brownsville South Padre Island International Airport (BRO) and all of the property, buildings, facilities, and improvements within the exterior boundaries of the Airport as it now exists on the appropriate Airport Layout Plan or as it may hereinafter be extended, enlarged, or modified.

2.04 Aviation Service Provider means any Person providing Aeronautical Services at the Airport.

2.05 Airport Director means the entity managing the Airport or its designee acting at the direction of and with Airport from (or under direct employment of) the city of Brownsville.

2.06 Based Tenant means an aircraft owner with a leasehold agreement who is currently leasing the space upon which the owner's aircraft is parked directly from the Airport, or a Person who is parking their aircraft in an area of the Airport leased by the Airport to an approved FBO and the aircraft is listed as "Validated Inventory" for BRO in the FAA's "National Based Aircraft Inventory Program".

2.07 Below-Wing Ground Handling means all activities supporting an air carrier including aircraft marshalling, chocking, ground power, preconditioned air, baggage and container loading and unloading, baggage make-up and delivery to baggage claim, aircraft cleaning and servicing to include lavatory service, cabin cleaning, potable water, dispatching and weight and balance computation, and push-back services.

2.08 Effective Date is the date upon which the Minimum Standards will apply to any Operator, which date has been determined to be August 1st, 2025, for the Minimum Standards adopted by the Airport on August 1st, 2025.

2.09 FAA means the Federal Aviation Administration of the United States Department of Transportation

2.10 FAR means Federal Aviation Regulations.

2.11 Fee Schedule means the rates and charges adopted by the Airport Administration for services provided at the Airport, as amended from time to time and incorporated herein by reference, and attached herein as Appendix A. The Airport Administration reserves the right to amend said Fee Schedule as a separate document.

2.12 Flying Club means a noncommercial organization established to promote flying, develop skills in aeronautics, and awareness and appreciation of aviation requirements and techniques. A flying club shall be a not-for-profit corporation organized for the express purpose of providing its members with aircraft for the members' personal use and enjoyment only. Aircraft ownership must be vested in the name of the flying club. The property rights of the members of the flying club will be equal and no part of the net earnings of the club will inure to the benefit of

any member in any form including salaries and bonuses. A flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

Notwithstanding anything to the contrary herein, all flying clubs desiring to base their aircraft and operate on the Airport must obtain the approval of the Airport pursuant to Section 3.2 of the Minimum Standards.

2.13 Fixed Base Operator or FBO means a commercial business granted the right by the airport sponsor to operate on an airport and provide Aeronautical Services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc., as defined in *FAA AC 150/5190 - 7 Minimum Standards for Commercial Aeronautical Activities Appendix 1, pg 13, as may be amended from time to time*. FBO includes both a Full Service Fixed Based Operator (FSFBO) and a Specialized Aviation Services Operations (SASO).

2.14 Full Service Fixed Base Operator or FSFBO means a commercial business that provides services as described and required in Section 3.3.1 of these Minimum Standards and has been granted the right by the Airport to sell fuel at the Airport.

2.15 Fuel Farm means an approved Airport fuel facility with a combined fuel capacity of at least 35,000 gallons of aboveground fuel storage for Jet A and Avgas.

2.16 Fueling Operations means the sale, transportation, storage, or dispensing of aviation fuel at the Airport in exchange for valuable consideration. Only FSFBOs are authorized to conduct Fueling Operations at the Airport and must, in addition to complying with all applicable state and federal laws and regulations on aircraft fueling, meet all of the standards for the storage, handling, and dispensing of fuels and lubricants prescribed in the most recent versions of the following, as each may be amended from time to time:

- FAA Advisory Circular 150/5230-4B "Aircraft Fuel Storage, Handling, Training, and

Dispensing on Airports”.

- National Fire Protection Association (“NFPA”) 30 “Flammable and Combustible Liquids Code”.
- Air Transportation Association Specification 103 “Standards for Jet Fuel Quality at Airports”.
- NFPA 407 “Standard for Aircraft Fuel Servicing”; and
- Energy Institute Standard 1542 “Identification Markings for Dedicated Aviation Fuel Manufacturing and Distribution Facilities, Airport Storage and Mobile Fueling Equipment.”

2.17 Brownsville South Padre Island International Airport BRO is owned and operated by the City of Brownsville. BRO and its operations are managed through city departments and staff.

Governing body responsible for exclusive control over Airport activities, including construction, improvements, equipment, maintenance and operations, and establishing fees and charges for the use of the Airport.

2.18 Gross Revenue is the total amount of revenue received from all sources of any revenue generating Aeronautical Activity associated in any way with the Airport and conducted by an Operator, without subtracting any costs or expenses therefrom, excluding any revenue derived from:

- the sale of fuel.
- landing Fees.

2.19 Improvement means any building, hangar, paved area such as a parking lot, ramp, or apron, or other facility or addition constructed or installed by an Operator at the Airport.

2.20 Insurance Schedule means a schedule adopted by the Airport, that outlines the minimum insurance requirements that Operators at the Airport must procure and maintain before providing Aeronautical Services as amended from time to time and incorporated herein by reference. The Airport reserves the right to amend said Insurance Schedule as a separate document.

2.21 Lease means a written agreement between an Operator and the Airport for the Operator to occupy and use Airport-owned land, buildings, equipment, or facilities.

2.22 Minimum Standards means these standards, which the Airport has established as the

BRO MINIMUM STANDARDS

minimum requirements to be met as a condition for the right to conduct Aeronautical Services at the Airport. The term includes the rules and regulations contained in Section 4.

2.23 NOTAM means Notice to Airmen.

2.24 FICON means Field Conditions

2.25 Operator means any Aviation Service Provider at the BRO, regardless of whether the Aviation Service Provider is also considered to be an FSFBO or a SASO.

2.26 NFPA National Fire Protection Association

2.27 Non-movement area that portion of the airline designated for aircraft operations does not require contact with the tower to obtain access.

2.28 Sterile Area the portion of the Airport defined in the Airport security program that provides passengers access to boarding aircraft and to which access generally is controlled through the screening of persons and property by TSA or by an aircraft operator under 49 CFR Part 1544 or by a foreign air carrier under 49 CFR Part 1546.

2.29 TSA Transportation Security Administration

2.30 CBP Customs and Border Patrol

2.31 Person means an individual, corporation, government, governmental subdivision, partnership, association, or any other legal entity.

2.32 Premises means a defined area on the Airport which the Airport has either leased to an Operator, or has granted an Operator the preferential right to use, by lease or other written agreement, to provide Aeronautical Services.

2.33 Specialized Aviation Services Operator or SASO means a Person providing one or more Aeronautical Service at the Airport with the exception of selling aviation fuel and dispensing aviation fuel into aircraft, which may only be done by an FSFBO. Such Aeronautical Services include, but are not limited to: (1) specialized aircraft repair services (radios, painting, upholstery, propeller, instruments, accessories, etc.); (2) aircraft airframe and powerplant maintenance and repair; (3) training (including flight and other specialized training i.e. ARFF, LEO, or emergency preparedness); (4) aircraft sales; (5) aircraft rental; (6) aircraft charter and air taxi service; (7) aircraft de-icing service; (8) aircraft catering; and (9) above and below-wing ground-handling services to commercial air carriers. The right to provide

services to commercial air carriers must be engaged through an agreement or other appropriate written authorization between the SASO and the air carrier operating from BRO with the written consent of the Airport.

2.34 Sub-lease means a lease in which an FBO or other Operator is the lessor and the lessee is: (1) an FBO or other Operator; or (2) a Person who is neither offering an Aeronautical Service nor hangaring nor otherwise storing an aircraft on the leased Premises of the lessor.

3. Minimum Standards

3.1 General provisions

3.1.1 The Minimum Standards shall apply to every Operator providing Aeronautical Services at the Airport. Every Operator shall (1) have a properly executed Lease or written agreement with the Airport or a properly executed Sub-lease with an FBO currently operating at the Airport that requires the Operator sub-leasing from the FBO to comply with the terms of the FBO's Lease with the Airport; (2) comply with these Minimum Standards; and (3) pay the publicly-stated fees and charges that the Airport assesses on all similarly situated Operators.

Notwithstanding the foregoing, the Minimum Standards do not apply to:

- a. Air carriers certified under 14 CFR Part 121 that are operating scheduled passenger service to or from the Airport, have signed an airline operating agreement with the Airport and are leasing space from the terminal. However, such air carriers must comply with Airport Rules and Regulations; all applicable federal, state, and local regulations and codes; and all applicable agreements or lease provisions.
- b. Any Persons that perform any services (including but not limited to maintenance, repair, and fueling) on their own aircraft when said activities are performed themselves or by their employees in accordance with Airport Rules and Regulations; all applicable federal, state, and local regulations and codes (including all fueling standards referenced in these Minimum Standards); and all applicable agreements or lease provisions.

3.1.2 The requirements contained in this document shall apply to all agreements and Leases between the Airport and any Operator and all Sub-leases existing on the Effective Date of these Minimum Standards.

3.1.3 These Minimum Standards are not intended to be all-inclusive and will be

amended at such time as the market, regulatory, technological or other facts and conditions relevant to these Minimum standards arise. Operators must comply with all applicable federal, state, and local laws, codes, ordinances, or regulations pertaining to all such services.

- 3.1.4** The Airport will not grant or permit any exclusive rights at the Airport forbidden by federal law, or by the grant assurances made by the Airport to the federal government as a condition for federal funding.

3.2 Lease Requirements, Application Requirements, and Conditions Precedent Providing Aeronautical Services

3.2.1 The Minimum Standards must be incorporated by reference into all Leases and agreements between the Airport and an Operator. All such Leases and agreements must also include a condition that the lessee agrees to be bound by the Minimum Standards, as amended from time to time, and all applicable local, State and federal laws, rules and regulations, including but not limited to federal grant assurances.

3.2.2 All prospective Operators seeking to establish an FBO, whether an FSFBO or SASO, on the Airport must complete and submit an application setting forth in detail the information described in Section 3.11.1 herein and provide any necessary engineering approvals, as applicable, in writing to the Airport.

3.2.3 All applications will be reviewed and acted upon by the Airport within a reasonable time from receipt of a complete and accurate application. Upon approval of any such application, the Airport shall cause to be prepared a suitable Lease or written agreement setting forth the terms and conditions under which the FBO shall be operated. Applications may be denied for one or more of the following reasons:

- a. The applicant does not meet the qualifications, standards, or requirements established by these Minimum Standards.
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport.
- c. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.
- d. There is no appropriate or adequate line space or building on the Airport to accommodate the entire activity of the applicant.
- e. The proposed operation, development or construction project does not comply with the approved Airport Layout Plan.
- f. The development or use of the area requested will result in a congestion of

aircraft or buildings, or will result in unduly interfering with the operations of any then current Operator on the Airport, such as problems in connection with aircraft traffic or service or preventing free access and egress to an existing FBO area, or will result in depriving an existing FBO of portions of its leased area in which it is operating.

g. Any party applying or having an interest in the applicant's business supplies false information, or misrepresents any material fact, in the application or supporting documents or fails to make full disclosure on the application.

h. Any party applying or having an interest in the applicant's business has a record of violating the Airport Rules, or the rules and regulations of any other airport, any Civil Air Regulations, any FAR, or any other rules and regulations applicable to this or any other airport.

j. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO Lease.

k. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.

l. The applicant has committed any crime, or violated any Airport ordinance rule, or regulation, which adversely reflects on his ability to operate the FBO or conduct the Aeronautical Services for which the application is made.

m. Any other non-discriminatory reasons consistent with local, state, and federal laws, rules, and regulations, including but not limited to federal grant assurances.

3.2.4 The Minimum Standards, Fee Schedule, Insurance Schedule and any other information relative to rentals, fees, and charges applicable to the Aeronautical

Services will be made available to all existing Operators upon adoption by the Airport or as soon as is commercially practical thereafter; and to prospective commercial Operators at the time of application or during contract negotiations.

3.2.5 An Operator shall have the right and privilege of engaging in and conducting the selected activity or activities on the Airport as specified by the written agreement, provided:

- a. The Operator's qualifications, abilities, facilities, and equipment, as appropriate, meet the Minimum Standards;
- b. A written agreement with the Operator and the Airport has been executed;
- c. The payment of the prescribed rentals, fees, and charges have been received by the Airport.

- 3.2.6** The granting of a right or privilege shall not be construed in any manner as affording an Operator any exclusive right in violation of the federal grant assurances.
- 3.2.7** No Lease or agreement between an Operator and the Airport shall be transferable except with prior written consent and approval of the Airport, who will review the proposed transfer pursuant to sections 3.2.2 and 3.2.3 of these Minimum Standards.
- 3.2.8** Where there is a transfer of a controlling interest of an Operator to a Person outside of the management of the Operator's business, the new management must submit an application and obtain the Airport's approval as set forth in sections 3.2.2 and 3.2.3 of these Minimum Standards. The Airport may revoke the Operator's right to do business at the Airport if the Operator transfers a controlling interest to a Person outside of the management of the Operator's business without obtaining the Airport's approval pursuant to section 3.2.3 of these Minimum Standards.
- 3.2.9** Before constructing any Improvement, any prospective Operator seeking to establish an FBO must provide to the Airport valid performance and payment bonds in the amount of the maximum estimated hard construction costs for the Improvement. Such bonds will be maintained and kept in full force and effect until construction is complete. The bonds shall be conditioned to ensure performance and payment by the Operator and its construction contractor of the Improvement, and to stand as security for the successful completion of the Improvement and for payment of any valid claim by the Airport against the Operator or its contractor associated with the construction of the Improvement. The bonds shall be in a form acceptable to the Airport.
- 3.2.10** Any Operator constructing an Improvement must ensure that any contractors and/or subcontractors working on the Improvement carry appropriate builders risk and commercial general liability insurance policies.

3.3 Specific Requirements for FBO's

- 3.3.1** Only aviation-related activities and development will be permitted on the Airport and all such activities and development must be consistent with the Airport Master Plan. Any Operator providing Aeronautical Services at the Airport must (1) pay the required fees described in these Minimum Standards and detailed in the Fee Schedule, which is incorporated herein by reference, including but not limited to fees based on parking,

landing, fuel flowage, Gross Aircraft Sales Revenue and Gross Revenue; and (2) meet the requirements of at least one of the following two categories:

a. **Full-Service Fixed Base Operator (FSFBO)**

Only an FSFBO may sell aeronautical fuel at the Airport. An FSFBO must operate out of a permanent building on the Airport that is a minimum of 12,500 square feet.

1. **Required Aeronautical Services.**

An FSFBO must provide, at a minimum, the following Aeronautical Services during normal business hours from the first flight to the last arrival of the day with a line Service Technician available after hours and meet the requirements for each Aeronautical Service listed below:

A. Fueling Operations and Line Services. Every FSFBO must provide Fueling Operations and line services and must meet the requirements set forth below:

i. **Required Fuel Storage.** Every FSFBO must lease, construct, or have exclusive use of permanent aboveground fuel storage at the Airport with a capacity to store at least 35,000 gallons of aviation fuel, a minimum of 25,000 Jet A and 10,000 Avgas, in a location approved by the Airport. Any sharing among FSFBOs of fuel storage, fueling systems, equipment, fuel, or employees is prohibited unless and only to the extent specifically approved in writing by the Airport. Storage capacity in an FSFBO's aircraft fueling vehicles does not count towards the required 35,000 gallons

ii. **Fuel Flowage Fee.** Every FSFBO must collect and pay to the Airport each month a fuel flowage fee. The amount of the fee will be based on the total number of gallons the FSFBO dispenses into aircraft times the fuel flowage fee rate in effect at the time the fuel is dispensed. All of an FSFBO's fuel dispensing equipment must be equipped with metering devices certified by Cameron County, Texas, that will record the number of gallons of aviation fuel dispensed.

iii. **Aircraft Fueling.** Every FSFBO must maintain, at a minimum, two aircraft fueling vehicles for Jet A, each with a capacity of at least 2,000 gallons; and one aircraft fueling vehicle with a capacity of at least 750

gallons for Avgas. All aircraft fueling vehicles dispensing Jet A must have over-the-wing and single-point servicing capability, be in good working condition, and be equipped, maintained, and operated in a manner that complies with all applicable federal, state, and local safety and fire prevention requirements, standards, and regulatory measures, including those prescribed by the NFPA and FAA Advisory Circulars 00-34 "Aircraft Ground Handling and Servicing" and 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on the Airport." Truck-to-truck refueling is prohibited.

B. Aircraft Airframe and Engine Repair. Every FSFBO must provide aircraft airframe and engine repair services and every Operator providing such services must meet the following requirements:

i. FAA Certification. The Operator must have and maintain the proper licenses and certificates, including but not limited to a 14 C.F.R. Part 145 repair station certificate issued by the FAA.

ii. Equipment and supplies. The Operator must provide sufficient equipment and supplies and have access to the parts necessary to perform the repairs and to recertify each aircraft being repaired as set forth in 14 C.F.R. Part 145.

iii. FAA-certified technicians. The Operator must employ and have on duty during the appropriate business hours not less than one individual who possesses the appropriate FAA certificate(s) for the work being performed as set forth in this category of services.

C. Aircraft Charter. Every FSFBO must provide aircraft charter services and every Operator providing such services must meet the following requirements:

i. FAA Certification. The Operator must have and maintain proper licenses and certificates for performing these services, including but not limited to a current 14 C.F.R. Part 135

certificate.

ii. Aircraft. The Operator must have exclusive use of no fewer than one aircraft that meets the requirements set forth in 14 C.F.R. Part 135.

iii. FAA-Certified Pilot. The Operator must supply no fewer than one FAA-certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the Operator.

2. **Optional Aeronautical Services.**

An FSFBO may provide one or more of the following Aeronautical Services during normal business hours, at a minimum, provided it meets the requirements of such Aeronautical Service as listed below and provides notice to the Airport thirty days (30) days prior to offering such Aeronautical Service:

A. Flight Training. Every Operator providing Flight Training must meet the following requirements:

i. FAA Certification. The Operator must conduct the flight school activities under FAR Part 61 or Part 141 or as permitted under other Airport. If Operator is a FAR Part 141 approved flight school, Operator must provide and display evidence of such FAA certification.

ii. Facilities. The Operator must occupy properly lighted and heated space on the Airport, appropriate for the type of work (in the Airport's discretion), including an area to conduct business and provide access to a customer lounge, telephones, and restrooms; and lease space at the Airport to locate all of the aircraft used in the operation. All facilities must meet all applicable building and fire codes, as well as applicable federal, state, and city provisions.

iii. Flight Instructors. The Operator must have available at least one properly trained, fully qualified,

and FAA certificated flight instructor holding the appropriate ratings and medical certification for the aircraft being utilized and the flight training being provided, and at least one properly certificated ground school instructor capable of providing ground school instruction sufficient to enable a student to pass the FAA written, practical oral, and flight examinations for any pilot certificate and rating offered.

iv. Aircraft and Equipment. The Operator must own or lease sufficient equipment to properly handle and operate each aircraft being offered for flight training, as well as ground training, including simulators. All equipment must be maintained in good condition and meet all applicable requirements set by the FAA, as may be amended from time to time.

B. Aircraft Sales. Every Operator providing aircraft sales must meet the following requirements:

i. Licenses, Certificates, and Permits. The Operator must hold all valid and current licenses, certificates, and permits as may be required for the sale of new and/or used aircraft.

ii. Facilities. The Operator must occupy properly lighted and heated space on the Airport, appropriate for the type of work (in the Airport's discretion), including an area to conduct business and provide access to a customer lounge, telephones, and restrooms; and lease space at the Airport to locate the aircraft(s) used in the operation. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city provisions.

iii. Personnel. The Operator's personnel shall have the relevant experience, licenses, and all other qualifications

to serve in each specific sales position. If flight demonstrations and/or aircraft checkouts are offered as part of the aircraft sales service, then the Operator will have in its employment a sufficient number of suitably licensed and current pilots with the proper experience to demonstrate aircraft, and/or check out customers in each aircraft.

iv. Equipment. The Operator must own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for sale.

C. Hangar Rentals. Every Operator providing hangar rentals must meet the following requirements:

i. Licenses, Certificates, and Permits. The Operator must hold valid and current licenses, certificates, and permits, as may be required and applicable for the rental and/or leasing of hangar space.

ii. Facilities. The Operator shall lease, or sublease, a sufficient amount of land to adequately accommodate hangar buildings, associated facilities, and an aircraft tiedown area with sufficient space for: (a) aircraft storage and maneuvering; (b) offices, equipment storage, and restrooms; and (c) a paved parking lot to accommodate the vehicles of tenants, customers, and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city laws and regulations.

iii. Personnel. The Operator's personnel must have the relevant experience, licenses, and all other qualifications required to serve in each specific position. The Operator shall have sufficient trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently.

Equipment. The Operator must own or lease sufficient equipment to properly and efficiently handle and

maneuver each aircraft being stored in each of the Operator's hangars.

D. Avionics and Instrument Repair Facility. Every Operator providing avionics and instrument repair must meet the following requirements:

i. FAA Certification. The Operator must have and maintain the proper licenses and certificates, including but not limited to a 14 C.F.R. Part 145 repair station certificate issued out of the FAA Flight Standards District Office that has jurisdiction over the Airport.

ii. Facilities. The Operator shall lease, or sublease, a sufficient amount of land to adequately accommodate hangar buildings, associated facilities, and an aircraft tie down area with sufficient space for: (a) aircraft storage and maneuvering; (b) offices, equipment storage, and restrooms; and (c) a paved parking lot to accommodate the vehicles of tenants, customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city laws and regulations.

iii. Personnel. The Operator's personnel must have the relevant experience, licenses, and all other qualifications required to serve in each specific position, including at least one (1) FAA certified technician to complete avionics repair and installation. The Operator shall have sufficient trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently.

iv. Equipment. The Operator must own or lease sufficient equipment to properly and efficiently repair and test avionics and instruments and to handle and maneuver each aircraft being stored in Operator's hangars.

Additionally, other commercial or non-commercial Aeronautical Activities or non-aeronautical activities may be proposed. In any such cases, minimum acceptable requirements and qualifications for such activities will be developed on a case-by-case basis and incorporated herein.

E. Specialized Aviation Services Operator (SASO)

An Operator that is a SASO may provide one or more Aeronautical Services other than selling fuel, which may only be done by an FSFBO. Except for Fueling Operations, a SASO may offer any Aeronautical Service described in Section 3.3.1 herein, including but not limited to aircraft airframe and engine repair, aircraft charter, flight training, aircraft sales, hangar rental, and avionics repair. SASOs must meet all the requirements contained in these Minimum Standards for the particular Aeronautical Services that the SASO provides. The scope of services permitted will be limited to those for which the Operator submitted an application pursuant to Section 3.11.1 and which the Authority approved. All SASOs must operate out of a permanent building at the Airport. A SASO may sub-lease space from an FSFBO.

3.4 Leasehold Improvements

3.4.1 All leasehold Improvements become the property of the Airport at the end of the Lease term.

3.4.2 The following requirements for Improvements must be met by the Operator:

- a. **Buildings** - A combination of hangar, shop, and office areas enclosed in a permanent building or buildings. The lessee's facilities must include public restrooms.
- b. **Aircraft Ramp** - A paved area designed to accommodate aircraft with pavement strengths commensurate with the proposed use as consented to by the Airport Manager. Maximum gross weight shall be constructed within the leased area sufficient in size to accommodate the aircraft movements and tie-down parking needed by the Operator.
- c. **Auto Parking** - Paved auto parking sufficient in area to accommodate the Operator's employee and customer needs.
- c. **Utilities** - Installation of all utilities necessary for Operator's facilities and Aeronautical Services.

e. Fencing and Security - As necessary to prevent unauthorized individuals and vehicles from straying through the Operator's area to the aircraft operating area (AOA). Specifications for said fencing must be approved by the Airport Manager.

f. Paved Walkways and All Points of Access – sufficient to meet the criteria specified in the Americans with Disabilities Act (ADA).

3.5 Facility Maintenance

3.5.1 All Operators must maintain their facilities in good operating repair and appearance at all times.

3.5.2 Operators shall be responsible for maintaining and repairing all ramps and access ways within the leased premises.

3.5.3 FSFBOs shall have a written Spill Prevention Control and Countermeasure Plan ("SPCC Plan") that complies with federal, state, local, and the Airport's Rules and Regulations for aboveground fuel, glycol, and other petroleum products defined as "hazardous materials" that are stored and used at the Airport. A copy of the SPCC Plan shall be filed with the Airport Manager at least five days prior to commencing operations, and shall be updated as necessary to comply with the requirements of the U.S. Environmental Protection Agency, Texas Commission on Environmental Quality (TCEQ), the Airport and other applicable governing and regulatory agencies/entities.

3.6 Insurance Coverage

3.6.1 As a condition to providing Aeronautical Services at the Airport, every Operator must carry at its own expense the minimum insurance coverage and requirements listed in the Insurance Schedule as may be updated from time to time upon reasonable notice to Operators. In addition, each Operator must have adequate insurance to replace all leasehold improvements and cover potential liabilities of the Operator's operations.

3.6.2 Such policies will name the following as additional insureds:

1. Brownsville South Padre Island International Airport
2. Airport Director; and
3. City of Brownsville, Texas

3.6.3 All Leases and Sub-Leases will contain a clause wherein the lessee or sub-lessee, as applicable, indemnifies and holds harmless the parties listed within this article, paragraph 3.6.2 above, for any and all claims arising as a result of the lessee's and/or sub-lessee's conduct of any operations on the Airport except to the extent that such claim may be attributed to the acts or omissions of the employees or agents of the Airport, the Airport Manager, or the City.

3.6.4 Every Operator must provide current certificates of insurance to the Airport Manager demonstrating that the Operator is maintaining the required insurance coverage.

3.7 Nuisances

3.7.1 All Operators shall keep the sound level of their operations as low as reasonably possible, particularly during the hours of 10 p.m. to 7 a.m.

3.7.2 Operators will endeavor to avoid and eliminate annoyances to others on or off the Airport as may be caused by noise, dust, fumes, vibrations, lighting, or other characteristics of their operations as much as possible and consistent with safe operations.

3.8. Sub-letting

3.8.1 FBOs must provide the Airport Manager with an opportunity to review each and every Sub-lease prior to the sub-lessee taking possession of the leased Premises
and, if so requested, within ten (10) days of the Airport Manager's written request to review any Sub-lease.

3.8.2 No later than December 15th of each year, each FBO must submit to the Airport Manager a list of its sub-lessees, certifying to the Airport that such list is
complete and accurate, and that it has provided and will continue to provide the Airport Manager with an opportunity to review each Sub-lease entered into with the named sub-lessees.

Rates and Charges

3.9.1 The Airport establishes rates and charges and other Airport fees for the use of

the Airport and for services and activities at the Airport. All Airport rates and charges shall be paid on or before the date due, as described in the Fee Schedule incorporated herein by reference. The Airport will not make changes to any rates and charges without providing written notice of the proposed changes both on its website and directly to the affected Operators at least 30 days before the proposed changes take effect.

3.10 Other Requirements

- 3.10.1 Ramp Vehicle.** Each FBO must ensure that it has a vehicle equipped with a 2-way radio capable of communicating with air traffic control. Said vehicle must be roadworthy under Texas motor vehicle laws and the top of the vehicle will have mounted at least one amber strobe or rotating beacon light in accordance with Section 4.2.3. The vehicle must be registered with the Airport and have the specified levels of insurance coverage as required by the Airport. Vehicles that are used solely on the Airport and have a specialized design and perform unique operational functions (i.e. aircraft refuelers, et. al.) may operate on the Airport without a license plate when registered with the Airport.
- 3.10.2 Aircraft Support Equipment.** Every FSFBO must be capable of moving any type of aircraft capable of landing or taking off at the Airport under normal operations in the event said aircraft becomes disabled on any aircraft movement area (i.e. aircraft ramp, parking area, taxiway or runway), whether through the use of its own equipment or through agreement with a contractor.
- 3.10.3 Trained Personnel.** Every Operator must have adequately trained staff during its business hours to sufficiently and safely perform the scope of services that the Operator has agreed to provide.
- 3.10.4 Fire Extinguishers.** Every Operator must have available at least one operable FAA approved fire extinguisher on its ramp area and each FBO shall also carry one in each of their ramp vehicles. The size and other specifications of each such fire extinguisher shall be in compliance with the applicable National Fire Prevention Association (“NFPA”) Codes.
- 3.10.5 Hours of Operation.** All FSFBOs must have employees on duty to provide the Operator’s fuel and line services from 7:30 AM - 5:30 PM, five days a week (the “Normal Business Hours”). Line service must be available on an on-call basis outside

of Normal Business Hours. All other FBO services can be provided on an “as arranged” basis.

3.10.6 Trash Removal. Every Operator must provide, at the Operator’s own expense, adequate closed storage and frequent removal of trash.

3.10.7 Airport Rules and Regulations. All Operators agree to adhere to the rules and regulations set forth in Section 4. Said rules and regulations, as well as the Minimum Standards, shall not unduly restrict the Operator’s ability to perform its services.

3.10.8 Quiet Enjoyment. Each Operator agrees not to interfere with or otherwise disturb any other Operator’s quiet enjoyment of its Premises.

3.11 Applications for New Aeronautical Services and Improvements

3.11.1 In addition to any other documentation required by any other provision in these Minimum Standards, every Operator wishing to provide a new Aeronautical Service or to construct a new Improvement at the Airport must submit a complete written application to the Airport that includes the following information and any other additional information requested by the Airport:

- a. Description of proposed land use, facilities to be built, leased, or acquired, and the new Aeronautical Service(s) to be provided;
- b. The financial and technical ability of the applicant to implement and then to carry out the new Aeronautical Service(s) proposed;
- c. The names and qualifications of key personnel to be involved in providing such proposed Aeronautical Service(s);
- d. Evidence that it can meet the Minimum Standards for the Aeronautical Service to be provided.
- e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such Aeronautical Service(s);
- f. Layout Site Plan of proposed Improvement(s) including utilities, drainage, and landscaping;
- g. Designated Professional Engineer that the Operator will use to design the

Improvement(s);

h. Proposed construction schedule for the Improvement(s);

i. Insurance coverage to be maintained;

j. Cost of any structure or facility to be furnished, proposed specifications for same, including exterior color and finish, and the means or method of financing such construction or acquisition of facilities;

k. Details of construction equipment to be used; and

l. Number of persons the applicant will employ to provide the new Aeronautical Service(s).

m. The applicant will be required to secure and show that all necessary permits have been obtained.

3.11.2 The Operator submitting an application to construct a new Improvement on leased premises or alter existing or future structures must also comply with the notification

and review requirements in FAR Part 77 as may be required when constructing a new Improvement.

3.11.3 The Operator submitting the application must also prepare and submit to the FAA an FAA Form 7460-1, Notice of Proposed Construction or Alteration, or Form 7460-2, Notice of Actual Construction or Alteration, as applicable, no less than 60 days before the date that the Operator intends to start constructing the Improvement. In cases where FAA notification and approval are required, no construction shall commence until the FAA has approved the Operator's submission and the Operator has provided the Airport with the FAA's approval.

3.12 Airport Access and Security

3.12.1 All Operators shall comply with written Airport access and security standards established and required by the Airport, FAA, TSA, or other governmental entity.

3.12.2 FBOs shall be entitled to Airport access for all employees via gate key or access code and will maintain a roster of all employees with access to the Airport Operations Area and ensure that all employees follow published driving rules. These entities shall be exempt from gate key deposits but will be responsible for the replacement cost of lost or damaged gate keys. It shall be the sole responsibility of the Operator to notify the Airport of the separation of any employee and to retrieve from such employee any gate key or other access device previously in their possession. The Airport Manager shall be entitled to audit the roster of employees with access to the airfield at any time.

3.13 Revocation and Suspension

3.13.1 The Airport may suspend or revoke an Operator's right to perform Aeronautical Services at the Airport if the Operator (1) fails to comply with any provision in these Minimum Standards or in the rules and regulations contained in Section 4; (2) fails to pay any required fee or charge; or (3) knowingly makes a false statement in an application or other written statement of fact to the Airport. The Airport reserves the right to suspend an Operator's right to perform Aeronautical Services at the Airport in the event of an immediate safety or security risk.

3.13.2 Before suspending or revoking any Operator's right to perform Aeronautical Services at the Airport, the Airport must send written notice of the noncompliance to the Operator and give the Operator thirty (30) days to cure its noncompliance. However, in the event of a critical breach of these Minimum Standards or in the event of an immediate safety or security risk, the Airport may suspend the Operator's right to provide Aeronautical Services at the Airport without any prior written notification or cure period.

3.13.3 Upon suspension, the Operator may not perform any further services at the Airport until its noncompliance is fully cured to the reasonable satisfaction of the Airport (or Airport Manager).

3.13.4 Before revoking an Operator's right to perform Aeronautical Services at the Airport, the Airport must provide the Operator with written notice of the grounds for revocation and an opportunity to respond not less than 30 days after receiving the written notice. Furthermore, all decisions to revoke an Operator's right to perform Aeronautical Services must be made by a vote of the Airport's board and only after the Operator has had an opportunity to address the Airport's board in public

3.14 Amendments and Waivers to the Minimum Standards

3.14.1 The Airport, in its discretion, may amend these Minimum Standards from

time to time, or establish Minimum Standards for additional Aeronautical Services. All amendments must be consistent with the grant assurances that the Airport made to the federal government and all applicable federal, state, and local laws and regulations.

3.14.2 Any proposed amendments to the Minimum Standards must be submitted in writing to either the Airport or the Airport Manager.

3.14.3 All amendments to the Minimum Standards must be approved by a vote of the Airport's board. At least 30 days before voting on any amendments to the Minimum Standards, the Airport must give written notice to all Operators of the proposed amendments to the Minimum Standards. The Airport will keep track of all changes to these Minimum Standards on the "Record of Document Updates" contained on the second page of this document.

3.14.4 The Airport will give all affected Operators a reasonable time to comply with any amendment to the Minimum Standards.

3.14.5 The Airport may waive all or a portion of these Minimum Standards in times of emergency. Such times of emergency include, but are not limited to: (1) performing emergency medical or rescue service for the general public by means of aircraft; (2) fire prevention or firefighting operations; or (3) police enforcement or safety operations.

3.14.6 If a requirement or standard is unreasonable or reasonably anticipated to adversely affect an Operator's business, the Operator may request that the requirement or standard be waived. The request must be in writing and made to the Airport Manager. Such request will be reviewed by the Airport Manager who shall provide a recommendation to the Airport's board.

3.14.7 The Airport's board may consider and approve a waiver of these Minimum Standards for the benefit of the aviation community or the Airport. All waivers must be consistent with the grant assurances that the Airport made to the federal government, and must be accompanied by a written justification by the Airport's board explaining the waiver. All waivers will not be unjustly discriminatory or create any type of exclusive right and will take into consideration similarly situated

Operators. The Airport may not waive any portion of the Minimum Standards for one particular Operator only, but must make the waiver applicable to all similarly-situated Operators.

3.15 Severability

3.15.1 If any provision of these Minimum Standards is held illegal or unenforceable in a judicial or administrative proceeding, such provision shall be severed and be inoperative, but the remaining provisions shall remain binding and in effect.