



# JAA

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Aviation  
Authority

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# Rules and Regulations

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## **Jacksonville Aviation Authority**

*Jacksonville International Airport (JAX)*

*Cecil Airport and Spaceport (VQQ)*

*Jacksonville Executive at Craig Airport (CRG)*

*Herlong Recreational Airport (HEG)*

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**ARTICLE 1. INTRODUCTION****Section 1-1. *Purpose***

- (a) The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of the Lessees, Sublessees, Operators, Permittees, and Users of Jacksonville International Airport (JAX), Cecil Airport and Spaceport (VQQ), Jacksonville Executive at Craig Airport (CRG), and Herlong Recreational Airport (HEG), and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airports.

**Section 1-2. *Applicability***

- (a) These Rules and Regulations specify the rules and regulations for use of the Airports that must be met by all Lessees, Sublessees, Operators, Permittees, and Users.
- (b) These Rules and Regulations apply to all Airports unless otherwise designated by name.

**Section 1-3. *PMCD General Provisions***

- (a) PMCD General Provisions, which are those provisions common to all Primary Management Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

**Section 1-4. *PMCD Definitions and Acronyms***

- (a) The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference.
- (b) Words that are not defined shall be construed consistent with common meaning or as generally understood.

**Section 1-5. *Distribution***

- (a) These Rules and Regulations shall be available via the Authority's website. Lessees controlling exclusive Leased Premises shall be responsible for distribution of these Rules and Regulations to their employees, Sublessees, contractors, subcontractors, and visitors.
- (b) Special notices, advisories, or directives of an urgent or short-term operational nature shall be issued by the Authority.
  - (1) If appropriate and necessary, these special notices, advisories, or directives will be incorporated into these Rules and Regulations upon revision.

**Section 1-6. *Authority Approvals and Permissions***

- (a) Unless directed otherwise herein, all approvals and permissions required should be obtained from the Airport's management and administration office of the related Airport.

**ARTICLE 2. GENERAL RULES AND REGULATIONS****Section 2-1. *Access To, Entry Upon, or Use of the Airports***

- (a) Access to or entry upon the Airports shall be made only at locations designated by the Authority.
- (b) Any permission granted directly or indirectly, expressed or implied, to any person to enter upon or use the Airports is conditioned upon:
  - (1) full and complete assumption of responsibility by any person taking advantage of such permission and
  - (2) full and complete compliance with these Rules and Regulations.
- (c) The arrival or departure of an aircraft at an Airport shall constitute an agreement by the Aircraft Owner, the Aircraft Operator, aircraft crew members, and aircraft passengers to fully comply with these Rules and Regulations.
- (d) Any person accessing, entering upon, or using the Airports shall defend, indemnify, save, protect, and hold harmless the Authority and the Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs arising from or related to the person's activities at the Airports and/or the manner in which the Airports are constructed, maintained, operated, managed, or used.
- (e) Any person accessing, entering upon, or using the Airports shall be fully and completely responsible for their actions and all actions of any person to whom they provide or facilitate access to, entering upon, or use of the Airports, whether directly or indirectly, expressed or implied.

**Section 2-2. *Restricted Areas and Sterile Areas (JAX Only)***

- (a) Access to Restricted Areas is limited to persons:
  - (1) with a proper and current Authority issued Security Identification Area (SIDA) Badge,
  - (2) under appropriate supervision and escort, or
  - (3) as otherwise approved by the Authority.
- (b) Access to the TSA Checkpoint Queue area is restricted to persons with a valid boarding pass or gate pass, Authority issued Sterile Area Access Badge, Authority issued SIDA Badge, person under appropriate supervision and escort by a person with an Authority issued Airport Identification Badge.
- (c) Access to or entry to Sterile Areas is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding pass or gate pass, Authority issued Sterile Area Access Badge, Authority issued SIDA Badge, or person under appropriate supervision and escort by a person with an Authority issued Airport Identification Badge.



**Section 2-3. Airport Identification Badge**

- (a) **JAX Only** – Persons requiring access or entry to a Restricted Area or Sterile Area shall complete and submit an Airport Identification Badge Application to the Authority.
- (b) **JAX Only** – Prior to accessing or entering a Restricted Area, persons shall possess an Authority issued Airport Identification Badge and be screened by TSA, or properly escorted.
- (c) **CRG, HEG, VQQ, and JAX Terminal Building Only** – All employees of a Lessee, Sublessee, Operator, or Permittee at the Airports are required to obtain an Authority issued Airport Identification Badge. Prior to obtaining an Airport Identification Badge, an Authorization Signature Letter listing at least two persons (**JAX only**) or one person (**CRG, HEG, and VQQ only**) who is authorized to request Airport Identification Badges on behalf of the Lessee, Sublessee, Operator, or Permittee shall be submitted to the Authority.
- (d) **JAX Only** – Prior to obtaining an Authority issued Airport Identification Badge, a person must be fingerprinted by the Authority for a required background check, to the extent allowable by law, including, but not limited to, reference and prior employment history.

**CRG, HEG, and VQQ Only** – All Airport Identification Badge applicants' information will be vetted through publicly available databases to maintain a safe and secure environment. Individuals found to have a background of statutory violations will be denied an Airport Identification Badge. If rejected applicants wish to appeal such decision, they must submit a letter or email of intent to the Director of General Aviation (CRG and HEG) or Director of Cecil Airport and Spaceport (VQQ) within 72 hours (business) after receipt of the Authority communication.

- (e) Persons desiring or in possession of an Authority issued Airport Identification Badge shall complete all Authority training programs and meet all related requirements as may be amended by the Authority from time to time.
- (f) All fees as established and assessed by the Authority must be paid in advance by persons seeking to obtain, renew, or replace an Authority issued Airport Identification Badge.
- (g) All employees of a Lessee, Sublessee, Operator, or Permittee who are required to have a badge must display and wear the badge above the waist on the outer most garment.

**Section 2-4. Security**

- (a) The Authority's Public Safety and Security Department has the overall responsibility for security of the Airports. The Director of Public Safety and Security is tasked by the Authority to ensure a safe and secure environment at the Airports.
- (b) Lessees and Sublessees are responsible for the security of Leased Premises, including Aprons.

- (c) Persons using the Airports shall fully comply with the security requirements established by the Authority.
- (d) Security gates that provide access to the AOA shall remain closed, locked, and secured except when actually in use.
  - (1) Vehicle Operators shall stop the vehicle and allow the gate to fully close before proceeding. The Vehicle Operator shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of opening or closing. If the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority or 904.741.2040.
- (e) Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Authority.
- (f) Persons who have been provided a code or device for the purpose of obtaining access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized by the Authority.

**Section 2-5. Commercial Aeronautical Activities**

- (a) Any Entity engaging in Commercial Aeronautical Activities at the Airports must fully comply with the General Aviation Minimum Standards.
- (b) Any Entity basing an aircraft at the Airports shall not permit said aircraft to be used for a Commercial Aeronautical Activity at the Airports unless such Commercial Aeronautical Activity is expressly authorized in writing by the Authority.
  - (1) Notwithstanding the foregoing, such aircraft may be used by the Aircraft Owner for the purpose of training or otherwise maintaining or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

**Section 2-6. Accidents**

- (a) Any person involved in an Accident involving person(s) or damage to Property shall immediately call 904.741.2040. Such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Law Enforcement Officers, Fire Department personnel, and/or investigative personnel.
  - (1) No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, a Law Enforcement Officers, Fire Department personnel, or any other Agency having jurisdiction over the Accident scene.
  - (2) Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.



**Section 2-7. Solicitation, Picketing, Demonstrations, and Special Events**

- (a) The Airports terminals, streets, sidewalks, parking lots and adjacent facilities of the Authority are considered “Non-Public Forums,” the express or principal purpose of which is not to promote the free exchange of ideas but to facilitate, process, and serve the traveling public in getting to and from flights and moving into and out of the Airports terminal areas in a safe, secure, convenient and efficient fashion. As such, the Authority has a legitimate interest in such things as:
  - (1) Protecting against disruptions to the normal flow of traffic for the convenience of the traveling public;
  - (2) Instituting reasonable content or viewpoint neutral restrictions that are consistent with the Authority’s legitimate interest in preserving the lawfully dedicated use and purposes of the Airports and adjacent facilities; and
  - (3) Establishing time, place, and manner boundaries in an effort to permit limited speech in designated areas that, in no way, impact the protections and/or discretion afforded the Authority pursuant to the “Non-Public Forum” designation.
- (b) Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other related activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the Authority in accordance with Appendix C.
- (c) When approved by the Authority, such activities shall only be conducted in those areas identified by the Authority in the following manner:
  - (1) without obstructing the use of the Airport by others;
  - (2) in a peaceful and orderly manner;
  - (3) without physical harm, molestation, threat, or harassment of any person;
  - (4) without obscenities, violence, breach of the peace, or other unlawful conduct; and
  - (5) without hinderance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Authority.
- (d) The process to obtain Authority permission is set forth in Appendix C.

**Section 2-8.   *Signage and Advertisements***

- (a) Signage must be consistent with the Leasehold Development Standards and approved in writing by the Authority.
- (b) **JAX Only** – Signage must be consistent with the JAA Terminal Guidelines for Tenants.
- (c) Advertisements, notices, circulars, and/or handbills may not be posted, displayed, or distributed in Public Areas without the prior written permission of the Authority and then, only after paying all applicable rents or fees imposed by the Authority.
  - (1) The posting, display, or distribution of signs, advertisements, notices, circulars, and/or handbills on aircraft, vehicles, or equipment is prohibited.
  - (2) The Authority has the right to remove or relocate any such sign, advertisement, notice, circular, handbill, or other related posting or display.

**Section 2-9.   *General Conduct***

- (a) No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, Airport Identification Badge, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.
- (b) No person shall use or otherwise conduct themselves in any area in any manner contrary to the directions posted in or for that area.
- (c) Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited.
  - (1) Any person or company responsible for damage or destruction of Property shall immediately report damage or destruction to the Airport Manager.
  - (2) The Airport Manager shall determine whether the person or company responsible for damage or destruction of Property shall either: (i) replace or repair the Property to its original condition; or (ii) reimburse the Authority for such repair or replacement. In the event the Authority conducts the repair or replacement for such damage, the responsible person or company of Property damage shall fully assume and be liable to the Authority for payment of any costs incurred by the Authority, plus an administrative overhead fee of up to twenty-five percent (25%).
  - (3) Any person or company failing to repair or replace Property damage to the Authority's satisfaction or failing to reimburse the Authority for damage or destruction of Airport Property, may be refuse access of any airport facility until and unless said repair, replacement, or reimbursement has been made.
- (d) Smoking, vaping or carrying lighted cigars, cigarettes, or pipes in any Public Area of the Airports, except in areas specifically designated by the Authority and posted as public smoking areas, is prohibited.

- (e) No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) at the Airport.
- (f) Loitering at the Airports is prohibited on Authority property except in specifically designated areas.
- (g) Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the aircraft, vehicle, or equipment owner or by specific direction of the Authority is prohibited.
- (h) No person shall use an escalator, elevator, or wheelchair for any purpose other than the purpose for which it is designed and intended and then only in the manner posted.
- (i) No person shall engage in activities that are, as determined by the Authority, disruptive to Users of the Airports and/or that create a hazard or risk of injury or death to a person(s) or damage to Property.
- (j) The Airports shall not be used:
  - (1) to camp or sleep overnight (unless authorized in writing by the Authority), or
  - (2) for any improper, objectionable, or immoral purposes as determined by the Authority.
- (k) Leased Premises are expressly for the conduct of the Lessees or Sublessees activities. No person other than employees and customers of the Lessee or Sublessee shall make use of the Leased Premises or loiter on such premises without permission of the Lessee or Sublessee.
- (l) Skateboards, roller skates, roller blades, wheeled shoes, scooters or other wheeled mobility devices (excluding mobility devices used by persons with disabilities and bicycles) shall not be used on the Airports.
- (m) Tenant employees shall be responsible for the proper disposal of Foreign Object Debris (FOD) on the AOA.

**Section 2-10. *Abandoned, Derelict, or Lost Property***

- (a) Abandoned, Derelict, or lost Property found in Public Areas including, without limitation, aircraft, vehicles, equipment, machinery, baggage, or parts thereof shall be reported or turned in to the Authority.
- (b) The Authority will comply with relevant portions of Florida Statute 705, Lost or Abandoned Property, as may be amended from time to time, upon identifying Abandoned Property.
- (c) **JAX Only** - Items are frequently both lost and found at JAX. When items are found, they must be identified and entered into the JAX Lost and Found system for safekeeping until returned to the owner or disposed of in accordance with statute.
  - (1) Articles found in the airline's Leased Premises or on their aircraft are the responsibility of the respective airline. Customers should contact the airline's baggage claim office or file a claim on the airline's website.

- (2) Items found in the TSA's Security Checkpoint are the responsibility of the TSA. Customers should contact the TSA Checkpoint and ask for a supervisor or call 904.380.4069 to leave a message.
- (3) Items left inside rental cars are processed by the rental car company. Customers should contact the rental car counter or file a claim on the rental car company website.
- (4) Items found in any other area of the Airport terminal, garages, parking lots, shuttle buses, restaurants, retail areas, baggage claim, and ticketing leasehold area will be held and processed by the Authority. Customers may file a claim via the Authority's website [www.flyjax.com](http://www.flyjax.com).
- (5) Unclaimed items held over 30 days will be disposed of in accordance with Airport Standard Operating Guidelines.

**Section 2-11. *Use of Roadways and Walkways***

- (a) No person shall travel at the Airports other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic.
- (b) No person shall occupy the roadways or walkways in such a manner as to hinder or obstruct their proper use.

**Section 2-12. *Animals***

- (a) No person shall bring animals, birds, reptiles, or insects, except for special assistance animals or animals used for law enforcement purposes onto the Airports, unless destined for air transport and restrained by a leash, container, or crate or authorized in writing by the Authority.
  - (1) Domestic pets may be at the Airports only if kept on a leash or inside Lessee's, Sublessee's, Operator's, Permittee's, or User's facilities, aircraft, or vehicles.
- (b) No person shall intentionally hunt, pursue, trap, catch, injure, or kill any bird, fish, or animal except as provided below:
  - (1) Wildlife hazard management activities conducted by or on behalf of the Authority.
  - (2) **VQQ Only** – Hunting, with a bow only, and fishing may be permitted in season upon obtaining written authorization from the Authority.
  - (3) **JAX Only** – Hunting, with a bow only, may be permitted in season upon obtaining written authorization from the Authority in areas designated for such use (see JAX Hunting Areas Diagram, Appendix D).
- (c) No person shall feed or perform any other act to encourage the congregation of birds or other animals.

**Section 2-13. *Weapons and Explosives***

- (a) Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be carried (possessed) and/or handled in accordance with applicable Legal Requirements.
  - (1) No person shall carry a weapon inside the Passenger Terminal or in the Sterile Area in accordance with Florida Statutes, Chapter 790 Weapons and Firearms, as may be amended from time to time, except for the sole purpose of checking an encased weapon for shipment purposes as baggage to be lawfully transported on any aircraft.

- (b) Discharge of any weapon at the Airports is prohibited, except in the performance of official duties, the lawful defense of persons or Property, or by authorized personnel for purposes of wildlife management.
- (c) No person shall store, keep, handle, use, dispose of, or transport any Class 1-9 Dangerous Goods (as defined by the US DOT's Hazard Classification System) or any other toxic substance or material (solid, liquid, or gas) at such time or place or in such manner or condition that may unreasonably endanger persons or Property or would be likely to do so.
- (d) No person shall possess or ignite Division 1-G explosives (e.g., consumer fireworks, firecrackers, etc.) with exception of explosives that may be used by Authority authorized personnel for purposes of wildlife management.

**Section 2-14. *Alcoholic Beverages***

- (a) In an effort to prevent accidents and injuries and to ensure safe operations at the Airports, it is the Authority's general policy to prohibit the use and close proximity of alcohol, drugs, and similar intoxicating substances in connection with the operation, maintenance, or performance of safety-sensitive functions.
- (b) The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs or violates any provision of these Rules and Regulations.

**Section 2-15. *Use of Public Areas***

- (a) Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited.
- (b) Use of the Public Area in any facility or in any area for sleeping or other purposes in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the Authority.

**Section 2-16. *Elevators and Escalator Usage (JAX Only)***

- (a) Contractors or tenant employees are restricted from moving any equipment or freight on escalators or working in a manner affecting the operation of the escalators unless authorized by the Authority.
- (b) Contractors or tenant employees shall not use passenger elevators for movement of heavy equipment beyond the capacity of the elevators and not in a manner that would damage the unit.

**Section 2-17. *Trash Receptacles and Dumping***

- (a) Trash (which includes, but is not limited to, rubbish, garbage, refuse, discarded paper, boxes, crates, and litter of any kind) shall not be placed, discharged, or deposited at the Airports except in trash receptacles.



- (b) Biowaste shall not be placed, discharged, or deposited at the Airports except in specially designated receptacles.
  - (1) Such areas shall be kept clean and sanitary.
  - (2) Trash receptacles shall be emptied with sufficient frequency to prevent overflowing and shall be cleaned with sufficient frequency to prevent the development of offensive odors.
  - (3) Exterior trash receptacles shall be equipped with securely fastened lids.
- (c) Trash shall not be brought to the Airports from areas outside the Airports.
- (d) The burning of trash is prohibited.
- (e) Trash falling on the ground in or around compactors, dumpsters, or trash receptacles must be picked up and disposed of properly.
- (f) Trash carts and bins shall be washed out only at designated areas with drains. All solid debris must be removed prior to dumping wastewater.

**Section 2-18. *Fire and Flammable Materials***

- (a) Practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority shall be fully complied with.
- (b) Entities shall exercise the utmost care to guard against fire and injury or death to a person(s) or damage to Property.
- (c) In no event shall smoking, vaping, or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicles, Fuel storage facilities, or emergency generators.
- (d) Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.
  - (1) This excludes open flames utilized by Lessees, Sublessees, Operators, and Permittees in the performance of Aircraft Maintenance.
  - (2) With the prior written permission of the Authority and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.
- (e) Any uncontrolled fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 904.741.2040.

- (f) No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.
  - (1) Such equipment may be inspected by the Fire Department and/or Authority at any time.
    - a. A tag showing the date of the last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.
- (g) No person shall block or modify any self-closing fire door or do anything which would interfere or prevent its closing in the event of a fire.
- (h) Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in full compliance with the codes, regulations, and directives issued by the Fire Department and/or the Authority, the Authority's Storm Water Pollution and Prevention Plan (SWPPP), the Authority's Spill, Prevention, Control, and Countermeasures (SPCC) plan, and Legal Requirements.
- (i) The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.
  - (1) The practices recommended in NFPA Pamphlet No. 30 (Flammable and Combustible Liquids Code), NFPA Pamphlet No. 410D (Safeguarding Aircraft Cleaning, Painting and Paint Removal), and NFPA Pamphlet No. 410F (Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

**Section 2-19. Hazardous Materials**

- (a) No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials in contravention of any Legal Requirement. Proper permits must be obtained from the Agency having jurisdiction, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.
  - (1) At least 24 hours advanced notice shall be given to the Authority to permit full investigation and clearance for any operation requiring a waiver of this provision. Permission may be given to movements of Hazardous Materials only when such materials are properly packed, marked, labeled, and limited as required by Legal Requirements and only if such materials will not create a hazard to persons or Property.

- (2) If the storage of Hazardous Material is approved, such material must be placed in suitable receptacles designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured and not to exceed 5 gallons.
  - a. Safety Data Sheets (SDS), previously known as Material Safety Data Sheets, for all Hazardous Materials shall be maintained on-site so as to be Readily Available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- (3) No person shall use, keep, or permit to be used or kept, any foul or noxious substance or material.
- (b) Hazardous Materials (including used or spent Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, and any other hazardous liquids or fluids) shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Authority's SWPPP, the Authority's SPCC Plan, the Authority's directives, and Legal Requirements.
  - (1) Hazardous Materials shall not be disposed of or dumped in drains, on Aprons, in catch basins, in ditches, or elsewhere on the Airports.
  - (2) Used or spent engine oil shall be disposed of only at permitted waste oil stations or at approved disposal points.
- (c) All empty cans, jars, bottles, and other containers for Hazardous Materials shall be removed from the Airport(s) in a timely manner, as determined by the Authority, and shall not remain on the floor, wall stringers, or overhead storage areas of Hangars, offices, shops, or other buildings.
  - (1) Hazardous Materials shall not be stored near operating aircraft, vehicles, equipment, or sources of heat nor be in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Authority and the Fire Department.
    - a. Secondary containment is required for the storage of Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
    - b. Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification (and a copy of an SPCC Plan to) the Authority and the Fire Department.
- (d) No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections.
- (e) Any person who experiences and/or witnesses a release of Hazardous Materials shall fully comply with Section 2-20(b) of these Rules and Regulations and Legal Requirements.

- (f) **VQQ Only** – Given the unique operations at the Airport, the use of certain hazardous materials may be permitted. Handling and storage procedures are subject to written approval from the Authority prior to commencement of operations, and emergency protocols must be established.

**Section 2-20. Environmental (Hazardous Materials) Clean Up**

- (a) The party responsible for an environmental incident (to include the overflowing or spilling of Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Material) is responsible for: (a) the immediate mitigation and cleanup of the overflow or spill, (b) proper disposal of the substance(s) and used cleanup materials, and (c) immediate notification of the Fire Department and the Authority at 904.741.2040.
  - (1) In the event the Authority determines the responsible party is unavailable or unable (or if the responsible party, after being notified by the Authority, refuses or fails) to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may take action and/or employ those services that the Authority determines are required to control and/or clean up the site.
  - (2) In the event the Authority takes the necessary actions to mitigate the adverse environmental incident, the responsible party shall fully assume and be liable to the Authority for payment of any costs incurred by the Authority, plus an administrative overhead fee of up to twenty-five percent (25%).
  - (3) Failure to mitigate the adverse environmental incident to the Authority's satisfaction or failing to reimburse the Authority for damage or destruction of Airport Property, may prompt the refusal to access any airport facility until and unless said incident is resolved, or reimbursement has been made.
- (b) Hazardous Materials Overflow or Spills
  - (1) In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department, and clean up, mitigate, and remediate the site (see JAA Spill Response Chart, Appendix E).
  - (2) Minor Hazardous Materials Overflow or Spills – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:
    - a. Stop the source of the spill immediately.
    - b. Contain the spill with appropriate absorbent material(s).
    - c. Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
    - d. **JAX Only** – Close all sluice gates located on Terminal apron.
    - e. Contact the Authority.

- f. Make a written record of all the details of the spill.
- (3) Major Hazardous Materials Overflow or Spills – Overflows or spills more than five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response (Section 2-20(b)(2)), the responsible party shall:
  - a. Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public.
  - b. Assess the damage to land and/or ground water in conjunction with the Authority.
  - c. Provide to the Authority within five business days of the spill a written summary of the spill.
  - d. Notify the National Response Center and Local Emergency Planning Council as necessary.
  - e. If the spill is petroleum products AND more than 10 gallons, the incident must also immediately be reported to the City of Jacksonville's Environmental Quality Division (EQD).
  - f. If the spill entered the environment, the incident must immediately be reported to the EQD and Northeast District of the Florida Department of Environmental Protection (FDEP).
- (4) Serious Hazardous Materials Overflow or Spills – Overflows or spills more than 25 gallons which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor (Section 3-20(b)(2)) and Major (Section 3-20(b)(3)) Hazardous Materials Overflow or Spill response, the responsible party shall:
  - a. Provide to the Authority within five business days of the spill a written summary of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.
  - b. The incident must be reported to the EQD, State Warning Point, and FDEP.
- (c) Entities with Fuel Handling capability or responsibility for maintenance of Fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed salvage drum (s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

**Section 2-21. *Painting***

- (a) Doping, painting (except minor touch ups by small brush or artist airbrush), or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Authority's SWPPP and SPCC Plan.

**Section 2-22. *Emergency Conditions***

- (a) Emergency conditions shall not mitigate or cancel these Rules and Regulations.
- (b) Permits issued under these Rules and Regulations shall be rendered invalid until the emergency has been fully and completely resolved and normal operations have resumed.
- (c) Emergency directives or procedures may be issued at the discretion of the Authority. The Authority shall determine when normal operations may resume.

**Section 2-23. *Commercial Filming***

- (a) Commercial Filming shall only be conducted by Entities possessing written authorization from the Authority except as provided for below:
  - (1) News media with valid press credentials.
- (b) All Commercial Filming shall be conducted in accordance with written authorization provided by the Authority so as not to interfere with the public and aircraft operations.
  - (1) Any Commercial Filming crews requiring access shall be escorted by the Authority (or designee). Commercial Filming crews may be required by the Authority to hire-off duty Airport Police for escort duty.

**Section 2-24. *Safety Management System***

- (a) Lessees, Sublessees, Operators, or Permittees, engaged in any activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the Federal Aviation Administration (FAA) and shall fully comply with all Safety Management Systems (SMS) legal requirements, or directives issued by the Authority.

**Section 2-25. *Special Events***

- (a) Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application (See Appendix R) to the Authority along with prior payment of all applicable fees paid to the Authority and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the Authority prior to conducting the Special Event.



**ARTICLE 3. AIRCRAFT RULES AND REGULATIONS****Section 3-1. *Legal Requirements***

- (a) Aeronautical Activities at the Airports shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the instructions of the Authority, the directives of the CEO, or ATC personnel (when in existence or operation).

**Section 3-2. *Based Aircraft Registration***

- (a) Based Aircraft must be registered with the Authority or through the FBO or SASO where the aircraft is based.
- (b) Registration information shall include the following:
  - (1) Aircraft make, model, registration number, and maximum gross landing weight.
  - (2) Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
    - a. If more than one person or Entity owns and/or operates the aircraft, the name, address, and phone number of all Owners and Operators shall be provided.
    - b. Individual renters or secondary operators of aircraft are not required to be included in the aircraft registration information so long as the primary Aircraft Operator(s) are registered.
  - (3) A certificate of insurance identifying the minimum acceptable levels established by the Authority.
    - a. Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
    - b. Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the Authority.
    - c. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Florida (with a Best rating of A or above) or be approved in writing by the Authority.
    - d. The Authority reserves the right to require more or different types of insurance coverage based on Entity's individual risks or exposures.
- (c) Based Aircraft Operators must have an agreement with either the Authority or an authorized FBO or SASO.

**Section 3-3. *Derelict, Non-Airworthy, Disabled, or Abandoned Aircraft***

- (a) Only aircraft considered airworthy by the FAA shall use the Airports for aircraft parking, staging, or storage.
  - (1) Aircraft may not be inoperable or under repair for a period in excess of 120 consecutive days unless such condition is caused by circumstances beyond Aircraft Owner's or Aircraft Operator's control (e.g., inability to obtain parts).
  - (2) Aircraft may undergo long-term major renovation or restoration as long as the aircraft is stored in a Hangar or such other locations as may be approved by Authority in writing for such Aircraft Maintenance.
  - (3) Non-Commercial original construction of amateur-built and kit-built aircraft, that is in compliance with construction progress benchmarks and with an agreement with the Authority, may be stored in a Hangar.
- (b) Upon notification from the Authority, aircraft that are Derelict or non-airworthy shall be removed from the Airport within 30 calendar days by the Aircraft Owner and/or Aircraft Operator unless otherwise authorized in writing by the Authority.
  - (1) In the event the Authority determines the Aircraft Owner and/or Aircraft Operator is unavailable or unable (or if Aircraft Owner and/or Aircraft Operator, after being notified by the Authority, refuses or fails) to remove the derelict or non-airworthy aircraft within 30 calendar days (at Aircraft Owner's and/or Aircraft Operator's cost and expense), the aircraft may be removed by the Authority at the risk, cost, and expense of the Aircraft Owner and/or Aircraft Operator, without liability to the Authority for damage arising from, out of, or related to, such removal.
- (c) Aircraft Owners and/or Aircraft Operators shall be responsible for the safe and immediate removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.
  - (1) In the event the Authority determines the Aircraft Owner and/or Aircraft Operator is unavailable or unable (or if Aircraft Owner and/or Aircraft Operator, after being notified by the Authority, refuses or fails) to remove the disabled aircraft immediately (at Aircraft Owner's and/or Aircraft Operator's cost and expense), the aircraft may be removed by the Authority at the risk, cost, and expense of the Aircraft Owner and/or Aircraft Operator, without liability to the Authority for damage arising from, out of, or related to, such removal.
- (d) Abandoning an aircraft on the Airports is prohibited.

- (e) The Authority will comply with relevant portions of Florida Statutes, Chapter 705, Lost or Abandoned Property, as may be amended from time to time, upon identifying aircraft which are Derelict, non-airworthy, disabled, or Abandoned. In accordance with the Statute, the Authority may designate a Lessee to comply with the statutory procedures if the aircraft is on the Lessee's Leased Premises.

**Section 3-4. *Hours of Operation***

- (a) The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airports are available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Missions (NOTAM).

**Section 3-5. *Aircraft Accidents and Incidents***

- (a) Aircraft Operators involved in an Aircraft Accident shall make a full and complete report of the Aircraft Accident to the Authority and appropriate Agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB Regulations.
  - (1) The report shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.
- (b) Aircraft involved in an Aircraft Accident may not be removed from the scene of the Aircraft Accident until authorized by the Authority who shall receive authorization from the FAA, NTSB, or other Agencies having jurisdiction, as applicable.
- (c) Once authorization to remove the aircraft has been issued, the Aircraft Owner and/or Aircraft Operator shall be responsible for the safe and immediate removal of the aircraft to return the Airport back to normal operations.

**Section 3-6. *Prohibiting Use of the Airports***

- (a) The Authority shall have the right at any time and under any circumstance to close the Airports or any portion thereof to air traffic, to prohibit aircraft arrivals, departures, or movement at the Airports, to delay or restrict any flight or other aircraft operation, or to deny the use of the Airports to any person(s) when the CEO considers such actions to be necessary and desirable in the interest of safety or security or when it is determined the operation of an aircraft would likely endanger persons or Property.
  - (1) The Authority, the FAA, or ATC may issue, modify, or cancel a NOTAM to close or open an Airport (or any portion thereof) or to restrict or terminate any activity.
  - (2) Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, cost, loss of revenue, or damage which may be incurred by any Lessee, Sublessee, Operator, Permittee, or User.

**Section 3-7. *Maintenance***

- (a) Aircraft Maintenance may only be performed within Hangars or those areas identified by the Authority and shall be limited solely to that

specifically permitted by the type rating established by building and fire codes, and then, only in compliance with Legal Requirements and with the instructions of the Authority, the directives of the CEO, and the orders of the Fire Department.

- (1) If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.
- (b) Aircraft priming, painting, or paint stripping shall be performed only in Hangars, buildings, or structures specifically approved for these activities by an Agency having jurisdiction and in compliance with all applicable Legal Requirements.
- (c) **JAX Only** – Line Maintenance may be performed on aircraft owned or operated by passenger or cargo Air Carriers on the Passenger Terminal Apron.
- (d) **VQQ Only** – Non-Destructive inspections utilizing x-ray testing of aircraft and components within tenant leased premises need to be performed in a controlled safe environment to avoid hazards to personnel and additional Airport stakeholder operations. Before performing x-ray testing the Authority shall review the current x-ray safety plan and discuss with the safety representative any potential risk to personnel and Airport stakeholder operations.

### **Section 3-8. *Cleaning***

- (a) Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP.
- (b) Aircraft cleaning occurring in locations other than approved aircraft wash racks shall be approved by the Authority.
  - (1) Requests for permission shall be submitted in writing and include name of Aircraft Operator, location, time and duration, Entity conducting aircraft washing, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.
- (c) All residual fluids (cleaning byproducts) must flow to an oil/water separator or collection sump.
- (d) It is recommended all aircraft cleaning be accomplished with biodegradable soap and without the use of solvents. When non-biodegradable soap and solvents are used for aircraft cleaning, these substances shall be disposed of in accordance with applicable Legal Requirements.
- (e) Aircraft, aircraft engines, and/or parts may be dry washed in areas not having an oil/water separator.
- (f) **VQQ Only** – The aircraft wash facility is located adjacent to Hangar 14 on the west side of the Airport. All Airport tenants need to coordinate use through Airport management. Prior to use, each user shall read and

sign the Cecil Airport Wash Facility Procedures and Guide Form (see Appendix F).

**Section 3-9. Deicing**

- (a) Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in the location(s) specified by the Authority.

**Section 3-10. Engine Operation**

- (a) Between the hours of 10 p.m. and 6 a.m., aircraft engine Runups are not permitted except for Runups required in preparation for aircraft departure, unless approved by the Authority.
- (b) High power aircraft engine Runups are to be performed only in areas designated by the Authority.
  - (1) **VQQ Only** – Refer to the Open High Power Procedure as set forth in Appendix G.
- (c) Aircraft engines shall not be started within any structure unless such structure is specifically designed and authorized by the Authority.
- (d) Any person operating an aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations.
- (e) Starting an aircraft engine when there is flammable liquid on the ground in the immediate vicinity of the aircraft is prohibited.
- (f) Aircraft controls shall be attended while aircraft engines are operating.
  - (1) **VQQ Only** – Unmanned Aircraft must have aircraft engines monitored and always controlled while operating.
- (g) Propeller, engine, and exhaust noises shall be kept to a minimum.

**Section 3-11. Parking and Storage**

- (a) Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner to block a Runway, Taxiway, Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or Fuel storage facilities.
  - (1) Aircraft Operators shall ensure aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, when parked and/or stored at the Airport(s). Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring at all times.
  - (2) Aircraft Operator is responsible for the security of the aircraft. The Authority recommends that keys be removed from aircraft and doors and baggage compartments be locked.
- (b) **HEG Only** – Aircraft Operators of Transient Aircraft are responsible for checking in or making prior arrangements with the Authority prior to leaving an aircraft on an Apron. The Aircraft Operator shall be responsible for payment of all fees as set forth in Section 3-20.

- (c) Unless otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the Authority.
  - (1) In the event a person uses any area of the Airport(s) for aircraft parking, staging, or storage without first obtaining the prior written permission of the Authority, the Authority may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner and/or Aircraft Operator without liability for damage that may arise from such removal or storage.
- (d) Upon request of the Authority, the Aircraft Owner and/or Aircraft Operator of any aircraft parked, staged, or stored shall move the aircraft to the location and/or position identified by the Authority. In the event the Aircraft Owner and/or Aircraft Operator refuses, is unable, or unavailable, the Authority may move the aircraft at the risk, cost, and expense of the Aircraft Owner and/or Aircraft Operator without liability for damage which may arise from such movement.

**Section 3-12. Security**

- (a) In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained for the aircraft, the Aircraft Owner and/or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notification of and approval by the Authority.
- (b) Security measures shall not be employed as a means to hinder, delay, or prevent relocation or removal of aircraft at the direction of the Authority.
- (c) No person shall interfere or tamper with any parked, staged, or stored aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

**Section 3-13. Operations**

- (a) All aircraft shall be operated in accordance with 14 CFR and other applicable Legal Requirements based upon the type and use of the aircraft.
- (b) Operating an aircraft in a careless, negligent, or reckless manner; in disregard of the rights, safety, or security of others; without due caution and circumspection; or at a speed or in a manner which endangers or is likely to endanger persons or Property is prohibited.
- (c) Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or the Authority.



- (d) Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within 300 feet or if low intensity (less than 50 KW output), is within 100 feet of another aircraft, Refueling Vehicle, or a Fuel storage facility unless authorized in writing by the Authority.
- (e) **VQQ Only** – US Customs is required to position aircraft on Taxiway A5 for Roto Dome Radar operations. Any other special system testing such as lasers or special radar systems requires prior written permission from the Authority and a test team safety meeting to mitigate injuries or damage to Authority properties.
- (f) Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an aircraft is inside a Hangar.
- (g) The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating or directing any propeller slipstream or engine blast which may endanger persons or damage Property.
  - (1) To avoid this situation, it may be necessary to tow the aircraft to a location or position where the propeller slipstream or engine blast will not endanger persons or damage Property when the engines are started or operated.
- (h) Aircraft shall not land, take off, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed runway or taxiway unless authorized in advance in writing by the Authority.
  - (1) It shall be the Aircraft Owner's and/or Aircraft Operator's responsibility to reimburse the Authority for all costs related to repair of any damage to the Authority's Runways, Taxiways, Taxilanes, or Aprons caused by excessive aircraft weight loading and/or other operations.

**Section 3-14. Taxiing and Towing Operations**

- (a) Aircraft shall not be taxied until the Aircraft Operator has ascertained (by visually inspecting the area) that there shall be no danger of collision with any person, structure, object, or Property in the area.
- (b) Aircraft shall not be taxied into, out of, or within any structure at the Airport, unless authorized in writing by the Authority.
- (c) Aircraft (other than unmanned aircraft) being taxied shall have a person at the controls of the aircraft who shall monitor the radio transmitting frequency in use by ATC (when in existence or operation) or CTAF. In the event the aircraft is not equipped with a radio, or the radio is inoperative, the aircraft shall be moved only when accompanied by an escort vehicle equipped with an operating radio and an operating yellow rotating beacon or when, by prior coordination, directions are transmitted by ATC (when in existence or operation) using a light gun.
  - (1) **VQQ Only** – Unmanned Aircraft being taxied must have the radio transmitting frequency in use by ATC (when in existence or operation) monitored.

- (d) Aircraft Operators shall not taxi an aircraft at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.
- (e) Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the Authority.

**Section 3-15. *Rotorcraft Operations***

- (a) Rotorcraft shall park or operate only in areas designated by the Authority for rotorcraft operations.
- (b) Rotorcraft shall not be operated in a manner that creates a hazard to persons or property.
- (c) Rotorcraft rotors must be stopped during fueling operations (except as approved by the Authority for military hot-refueling operations).
- (d) **VQQ Only** - There are two sling operations areas designated at the Airport. The preferred location for operations is in the grass south of runway 9R, the secondary location is in the grass south of taxiway A5 as set forth in Appendix H. The organization's officer in charge of scheduling for operations will contact Airport Operations with the specific flight times of the sling operations. Cecil Operations will ensure safety by notifying all individuals mowing or utilizing these portions of the perimeter road about the scheduled Sling Ops event.

**Section 3-16. *Military Operations***

- (a) The Authority does not have personnel trained to safely handle aircraft equipped with live munitions. Aircraft Operators shall provide ammunition and explosive handlers with their operating units to safely manage the operational requirements.
  - (1) Military aircraft arriving with hot, live, hung, unsafe, or any other kind or status of munitions on board shall be directed by Airport Operations or ATC, when operational, to park at the appropriate location for parking. **VQQ Only:** Refer to Appendix L for specific Firing Arm and De-arm locations.
  - (2) Aircraft Operators shall make all necessary attempts to refrain from pointing the nose of the aircraft towards or through occupied areas.
  - (3) Aircraft Operators shall provide a list of all munitions on the aircraft to the Authority as soon as possible and are responsible for the safety and security of the munitions.

**Section 3-17. Balloon Operations – CRG, VQQ, HEG Only**

- (a) Prior to entering the AOA, all balloon operators shall register the intended flight with the Airport's Manager and be familiar with the Airport.
- (b) Use of a handheld transceiver radio monitoring the radio transmitting frequency in use by ATC or CTAF (when ATC is not in operation at the Airport) or the CTAF/Unicom frequency (as appropriate) is encouraged. Balloon shall only be inflated and launched from approved areas of the Airport.
- (c) During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

**Section 3-18. Noise Abatement Procedures**

- (a) Must fully comply with FAA approved or mandated noise procedures at each Airport, except for an emergency or safety reason or as direct by ATC.

**Section 3-19. Activities Requiring Prior Permission**

- (a) Aircraft Operators shall receive prior permission from the Authority before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the Authority.
  - (1) **JAX, VQQ, CRG Only** – Use of motorless aircraft: The landing upon or towing of gliders and other certificated motorless aircraft.
  - (2) **JAX, VQQ, CRG Only** – Use of Ultralight Vehicles: The landing upon or taking off of Ultralight Vehicles.
  - (3) **JAX, VQQ, CRG Only** – First or test flights of experimental aircraft including ground demonstrations.
  - (4) **JAX, VQQ, CRG Only** – Use of lighter-than-air aircraft: The landing upon or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
  - (5) **JAX, VQQ Only** – Banner or glider towing: The landing upon or taking off aircraft which tow banners, gliders, or other devices.
  - (6) **JAX, VQQ, CRG Only** – Sky diving, parachuting, or powered parachute operations.
  - (7) **JAX, VQQ Only** – Aircraft drogue chute operations, cargo drops, etc.
  - (8) Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).

- (9) Transportation or Storage of Hazardous Materials: Landing, taking off, or transporting flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers to include U.S. Military non-forward moving practice/training aircraft ordnance are prohibited without prior written approval from the Authority. Each Aircraft Operator or Lessee requiring the storage and/or transportation (on Airport) of non-aviation ordnance shall provide regulatory guidance, storage, transportation, and certification requirements and obtain written approval from the Authority. All shipments of Hazardous Material shall comply with regulations established in 49 CFR Parts 100-199, 14 CFR 417-420 (as applicable), and Legal Requirements governing such shipments. Hazmat and ARFF equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.
- (10) Operations of unmanned aerial vehicle (UAV), unmanned aircraft system (UAS), or model aircraft from Authority property must comply with all FAA regulations and safety guidelines. UAS, UAV, or model aircraft may not be operated in a careless or reckless manner that may endanger life, property, or interfere with aircraft operations.

**Section 3-20. Fees**

- (a) The Authority has the right to establish reasonable and not unjustly discriminatory fees for use of the Airport (see Appendix I for a schedule of rates, fees, and charges).
- (b) Aircraft Owners and/or Aircraft Operators shall have the responsibility to pay all fees, which may be established and assessed from time to time by the Authority, unless exempt from payment of certain fees as may be stipulated in an Agreement. Aircraft that may be exempt from Authority fees include aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).
- (c) The Authority shall have the authority to either detain any aircraft or pursue all available legal remedies against Aircraft Owner and/or Aircraft Operator for non-payment of any fees which are properly due to the Authority.

**Section 3-21. Skydiving (HEG Only)**

- (a) No Entity shall engage in skydiving or parachute operations at the Airport unless a valid Drop Zone Permit authorizing such activity has been issued by the Authority (herein after referred to as Drop Zone Permittee).
  - (1) Permittee shall utilize the area designated by the Authority on the Airport for loading and unloading parachutist from aircraft.
  - (2) Permittee shall notify each parachutist of the location of the Drop Zone and of his or her obligation to attempt to land in the Drop Zone.
  - (3) Permittee shall follow the requirements in the permit relating to employees, agents, representative and contractors as well as those requirements stipulated for the sky diving aircraft.
  - (4) Permittee shall perform all requirements per the permit relating to the Release of Liability and Indemnification Agreements, written notifications, and record keeping.
  - (5) Permittee shall request the pilot-in-command of each parachute jump to make an announcement on the Airport's CTAF/Unicom frequency that parachutists will be jumping over the Airport prior to the jump and when the parachutists have begun exiting the aircraft, but only to the extent such announcements will not interfere with the pilot-in-command's obligations and duties under 14 CFR Part 105.5.

**ARTICLE 4. PASSENGER TERMINAL RULES AND REGULATIONS (JAX Only)****Section 4-1. *Baggage Carts***

- (a) Use of rented baggage carts is restricted to persons renting the units for transporting baggage, packages, or similar items. No person shall use rented baggage carts without paying the appropriate fees through the rental device. Every effort should be made to return rented baggage cart to storage device. No person shall tamper with the rental device.
- (b) Prohibited Uses
  - (1) Baggage carts are not permitted on the escalators.
  - (2) Baggage carts may not be removed from the Airport.
  - (3) Authority employees, Lessees, Sublessees, Operators, Permittees, and contractors may not keep or stow baggage carts. Baggage carts found in exclusive Leased Premises may be assessed a penalty and rental fee.
  - (4) No person or Entity, unless approved in writing by Authority, shall dispense or sell baggage carts.

**Section 4-2. *Public Address System***

- (a) Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal.
  - (1) No person shall use or cause to be used the public address system for the solicitation of business or any personal use.
  - (2) The public address system shall only be used in accordance with Agreements.
  - (3) Public address announcements may not include obscene or offensive language.

**Section 4-3. *Smoking***

- (a) Smoking, vaping, and similar activities are prohibited in the Passenger Terminal Building unless done so in designated areas in accordance with the Florida Clean Indoor Air Act. Cigarette/cigar butts, matches, and lighters must be disposed of in appropriate receptacles in manner that does not create a Fire Hazard.

**Section 4-4. *Locks and Keys***

- (a) The Authority will provide keys and cores in accordance with Agreements.



**Section 4-5.   *Premises***

- (a) Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust, or other like material shall be swept or thrown into corridors, hallways, or stairwells.
  - (1) In the event infestation occurs of insects or animals, the Lessee shall take immediate action utilizing licensed eradication methods (if the responsibility of the Lessee through Agreement).
  - (2) In the event the Lessee is unable to take immediate action, the Authority may take appropriate action and shall have the right to collect the expense of such action for the Lessee (if the responsibility of the Lessee through Agreement).
- (b) No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the Authority. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the Authority. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee as additional rent or cost recovery. Lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

**Section 4-6.   *Baggage Handling System and Unclaimed Baggage***

- (a) Proper baggage hygiene procedures shall be followed when introducing checked baggage into the baggage handling system for screening and transport to departing aircraft. Procedures are posted at each induction point at Ticket Counters, Curbside, and the Oversized Belt.
- (b) No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage and securing for the respective airlines.
- (c) The repair cost of damages to the baggage handling system due to misuse or abuse will be the responsibility of the lessee, permittee, or individual causing such damage.

**Section 4-7.   *Escalator, Elevator, or Wheelchairs***

- (a) No person shall use an escalator, elevator, or wheelchair for any purpose other than the purpose for which it is designed and intended and then only in the manner specified by the manufacturer.

**Section 4-8. *Air Carrier Operations***

- (a) Passengers shall not be permitted to enplane or deplane an aircraft except in the presence of authorized Air Carrier personnel.
- (b) No aircraft may be enplaned or deplaned in non-designated areas without prior permission from the Airport Operations Department. Authorized Air Carrier personnel must escort and safely channel passengers through established routes to and from the aircraft.
- (c) Gate Usage and Assignments
  - (1) No person shall park an aircraft or leave an aircraft parked and unattended on the Movement Area or Non-Movement Area, except at such places permitted by the Authority.
  - (2) Gates may only be used by the Entity with an Agreement. An Entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.
  - (3) Use of unassigned gates must be approved by the Authority.
- (d) It is the responsibility of flight and ground employees to ensure aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other aircraft, or any property.
- (e) All ground handling entities, except signatory Air Carriers, shall submit a Charter Flight Advisory form to the Authority at least 24 hours prior to the operation.
- (f) All arriving international flight operations requiring the Federal Inspection Service Facilities (Customs, Border Protection, USDA, etc.) shall be scheduled and approved through the U.S. Customs and Border Protection and the Authority. The Authority requires 6 hours prior permission through Airport Operations at 904.741.2020.
- (g) The assignment of remain overnight aircraft (RON) parking positions shall be conducted by Airport Operations.

**Section 4-9. *Engine Operation***

- (a) Power back and power out procedures are prohibited without prior authorization from the Authority.
- (b) Engine cross bleed shall not be started until the aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other aircraft, vehicles, or personnel.
- (c) High power engine run-ups are only permitted in designated areas with the approval of Airport Operations at 904.741.2020.

**Section 4-10. *Ground Support Equipment (GSE)***

- (a) GSE (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the Leased Premises unless approved by the Authority.

- (b) Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority.
  - (1) All spillage of lavatory waste shall be immediately cleaned by the responsible party and the Authority shall be notified.
- (c) All Apron scrubbing shall be accomplished through use of approved vacuum type scrubbers and the wastewater shall be disposed of in a manner acceptable to the Authority.
- (d) All GSE shall be maintained in safe working order free of leaks, FOD, debris, etc. Derelict, disabled, or abandoned GSE shall be repaired or removed from the Airport within 30 days or as the Authority deems necessary.

**Section 4-11. *Passenger Boarding Bridges (PBB)***

- (a) Individuals operating PBBs must obtain a PBB Operators Permit from the Authority.
- (b) Prior to receiving a PBB Operators Permit, individual must complete training provided by the Authority
- (c) All PBB incidents, damage, and malfunctions must be immediately reported to the Authority at 904.741.2020.

**Section 4-12. *Family Restrooms and Nursing Suites***

- (a) Family restrooms are intended to be used by families with children and/or individuals needing assistance.
- (b) Nursing suites are intended for use by nursing mothers.

**Section 4-13. *Music and Performances in Passenger Terminal Building***

- (a) No person may hold a public performance such as but not limited to; juggling, magic shows, singing or dancing unless authorize in writing by the Authority.
- (b) No person may play any electronic, musical instrument, noise making device, sound or voice amplifying device in any public area of Terminal Building or on the Terminal Curbside in such a manner as to prevent the quiet enjoyment of others or to cause others not to be able hear public address announcements, except as part of a performance authorized in writing by the Authority.

**Section 4-14. *Terminal Evacuation Plan***

- (a) Upon receipt of evacuation orders, tenants shall comply with the Terminal Evacuation Plan (Annex 7 of the Airport Emergency Plan), (see Appendix J).
- (b) Passengers are expected to follow all orders given.

**Section 4-15. *Additional, Specific Tenant Information***

- (a) See JAA JIA Terminal Guidelines for Tenants, Appendix K).

**ARTICLE 5. VEHICLE RULES AND REGULATIONS****Section 5-1. *Legal Requirements***

- (a) All Vehicle Operators shall fully comply with the Florida, City Ordinance, these Rules and Regulations, instructions provided by the Authority, directives issued by the CEO, and the orders of the JAA Police Department (all as may be amended from time to time).
- (b) Enforcement of traffic Legal Requirements shall be the responsibility of the Agency having jurisdiction.

**Section 5-2. *Licensing and Permit***

- (a) Except for vehicles which are exclusively used on the AOA, all vehicles shall meet the US government and State of Florida licensing, registration, and insurance requirements.
- (b) Vehicle Operators must have a valid Vehicle Operator's license.
- (c) Unescorted Vehicle Operators on the AOA are required to successfully complete a Vehicle Operators training program (class) and shall possess an approved Airport Identification Badge as required by the Authority.
- (d) Prior to operating vehicles on the AOA, Vehicle Operators shall complete and submit an AOA Vehicle Permit application to the Airport that the Vehicle Operator will be utilizing.
- (e) Vehicles operating or parking on the AOA, with the exception of Emergency Vehicles, must be registered with the Authority and display a current AOA Vehicle Permit, unless otherwise authorized by the Authority.
  - (1) Rental vehicles operated on Leased Premises by individuals that possess an approved Airport Identification Badge and successfully completed a Vehicle Operators training program are exempt from displaying a current AOA Vehicle Permit.
  - (2) **JAX, CRG, and HEG Only** – Authority and Tenant contractor vehicles must display a company logo or signage on the side of the vehicle.
  - (3) **VQQ Only** – All vehicles must display a company logo or signage on the side of the vehicle. Lessee vehicles must have a VQQ issued decal on the windshield of the vehicle.

**Section 5-3. *Equipment***

- (a) Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position.
- (b) Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system.

**Section 5-4. Operations**

- (a) Vehicles shall not be operated unless the vehicle is in sound mechanical order. Trailers and semi-trailers are not permitted on the AOA unless specifically approved by the Authority.
- (b) Vehicles are not allowed to be operated in a careless, negligent, unsafe, or reckless manner or in a manner which endangers, or is likely to endanger, persons or Property.
- (c) Airside and Landside Speed Limits
  - (1) Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions which exist and/or without regard for actual and potential hazards, traffic, use of the street or roadway and/or in a manner that endangers persons or Property.
  - (2) Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with Legal Requirements.
  - (3) Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits.
- (d) Vehicle Operators shall obey visual or audible signals or commands from the Authority or a Law Enforcement Officer.
- (e) Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority or a Law Enforcement Officer.
- (f) The Airside roads shall be used only by Airport designated vehicles including Authority vehicles, Refueling Vehicles, and other vehicles designated and approved by the Authority.
- (g) Vehicles which are overloaded or carrying more passengers or cargo than the vehicle is designed to carry are prohibited.
- (h) Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle with the exception of Emergency Vehicles that are designed specifically for such operations.
- (i) Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles or equipment, and pedestrians.
- (j) Vehicles shall not be operated in such a manner or within such proximity of an aircraft as to create a hazard or interfere with the safe and secure operation of the aircraft.
- (k) Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, shifting, leaking, or otherwise escaping including, at a minimum, covering vehicle's load.

- (l) Tugs (Towing Vehicles and Related Equipment)
  - (1) Positive locking couplings or secure locking connections are required for all towing vehicles and related equipment. Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

**Section 5-5. Access Gate Security**

- (a) Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority Airport Operations Control Center (AOCC) at 904.741.2040.

**Section 5-6. Air Operations Area**

- (a) Unescorted vehicles on the AOA may only be operated by persons with a proper and current Airport Identification Badge as approved by the Authority.
- (b) Vehicles used exclusively on the AOA shall be equipped with an approved and fully operational amber or red (Emergency vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the vehicle providing 360-degree view and in compliance with Series AC 150/5210-5(Series). The beacon shall be activated by the Vehicle Operator prior to entering the AOA and shall remain in operation while the vehicle is on the AOA.
- (c) Vehicle Operators shall not text, utilize applications on mobile electronic devices, utilize headsets other than aircraft push-back headsets or utilize listening devices other than a hearing aid or instrument for the improvement of defective human hearing while driving on the AOA.
- (d) Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the Authority in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area.
- (e) The Authority may restrict vehicles to a certain area(s) of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).
- (f) Use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, golf carts, tricycles, bicycles, or unicycles for recreational purposes are not permitted without the prior written permission from the Authority.

**Section 5-7. Movement Area**

- (a) No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.



- (1) **JAX, VQQ, CRG Only** – All Vehicle Operators having access to the Movement Area shall comply with all policies and procedures as directed by the Authority and the ATC governing Airport Surface Traffic Movement. Vehicle Operators shall obtain clearance from ATC and ensure that no aircraft is approaching prior to entering the Movement Area.
- (b) All vehicles operating in the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (including 121.90 MHz and ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the vehicle towards the control tower and flashing the vehicle's headlights. Thereafter, the Vehicle Operator shall operate the vehicle based upon (in accordance with) the standard colored light signal directions given by ATC (when in existence or operation).
- (c) **JAX, VQQ, CRG Only** – Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals from the ATCT, regardless of whether the vehicle is radio equipped. The light signals are as follows:
  - (1) Steady Green – Cleared to cross, proceed, or go
  - (2) Steady Red – Stop
  - (3) Flashing Red – Clear the Runway/Taxiway
  - (4) Flashing White – Return to starting point on the Airport
  - (5) Alternating Red and Green – Exercise extreme caution
- (d) When vehicles are required to enter or work within the Movement Area, such vehicles will be marked with an approved orange and white checkered flag (for daytime operations) or an amber beacon (for nighttime operations). If the vehicle is not equipped with a two way radio capable of communicating on the proper aeronautical frequencies, the vehicle shall be escorted at all times (while in the Movement Area) by an Authority authorized vehicle and authorized personnel having radio contact with ATC (when in existence or operation) or have a flagman (with a two way radio capable of communicating on the proper aeronautical frequencies) stationed at the area(s) designated by the Authority to give instructions to the vehicle.
- (e) **JAX Only** – All operations in the Movement Area must comply with the Airport's FAA approved Airport Certification Manual (ACM).
  - (1) Should violations of the ACM listed ground vehicle rules occur, the following consequences will result:
    - a. 1<sup>st</sup> Offense – The Airport Operations Department will provide written warning to the driver of the respective violations. The violator's manager will also be notified.

- b. 2<sup>nd</sup> Offense (within 12 months of the 1<sup>st</sup> offense) – The Airport Operations Department will provide written warning to the driver of the respective violations. The violator's manager will also be notified. The violator shall be required to undergo ground vehicle training within 14 days of the violation.
  - c. 3<sup>rd</sup> Offense (within 12 months of the 2<sup>nd</sup> offense) – The Airport Operations Department will provide written warning to the driver of the respective violations. The violator's manager will also be notified. The violator shall be required to undergo ground vehicle training within 14 days of the violation. The violator's driving privileges may be suspended between 7 and 30 days.
  - d. 4<sup>th</sup> Offense (within 12 months of the 3<sup>rd</sup> offense) - The Airport Operations Department will provide written warning to the driver of the respective violations. The violator's manager will also be notified and driving privileges may be suspended indefinitely.
- (2) At the discretion of the Director of Operations, or designee, the level of consequences may be adjusted based on the severity of the offense up to and including immediate and indefinite revocation of driving privileges.

**Section 5-8. *Accidents Involving Vehicles***

- (a) A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call 904.741.2040. The Vehicle Operator (and the vehicle) must remain at the scene until the Police Department takes a full report.

**Section 5-9. *Cleaning and Maintenance***

- (a) Vehicles shall not be cleaned and/or maintained on Airport property except in designated areas as approved in writing by the Authority and in compliance with the SWPPP.

**Section 5-10. *Parking or Stopping***

- (a) Vehicles shall be parked only in those areas specifically designated for such purpose.
- (b) Vehicles shall not be parked or stopped:
  - (1) in such a manner so as to obstruct a parking area lane, driveway, roadway, walkway, crosswalk, fire lane, Runway, Taxiway, Taxilane, and/or obstruct access to Hangars, parked or staged aircraft, and/or parked or staged vehicles;
  - (2) on the left side of a road;
  - (3) on the roadway side of any stopped or parked vehicle (double parking);
  - (4) within 15 feet of a fire hydrant or within a fire lane or restricting access to or from a fire lane.

- (5) within 5 feet of either side of a security fence (unless authorized vehicle is entering or exiting a vehicle access gate); or
- (6) on unpaved or grassed areas (unless specifically designated for vehicle parking) other than in accordance with restrictions posted on authorized signs, or otherwise approved by the Authority.
- (c) Vehicles, other than those loading and unloading aircraft, shall not stop for loading, unloading, or any other purpose at the Airport other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means.
- (d) Displaying vehicles and/or equipment for sale, lease, or rent at the Airport(s) is prohibited unless authorized in writing by the Authority.
- (e) Parking in designated Public Areas is open to any person using the Airport(s).
- (f) Employees of Lessees, Sublessees, Operators, or Permittees may park Private Vehicles in the employee parking areas designated by the Authority.
- (g) All service vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in areas designated by the Authority.
- (h) Vehicles may not be parked on Tiedown areas, except temporarily to load or unload persons, baggage, and/or parts (**CRG/VQQ/HEG only**).
- (i) Boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and similar vehicles may not be parked or stored on non-approved locations on the Airport(s).
- (j) The Authority may tow or otherwise remove any Abandoned Vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Operator's risk, cost, and expense and without liability for damage that may result from such removal.
- (k) Vehicles shall not be parked in any public parking area unless the Vehicle Operator pays any fees which may be established and assessed from time to time by the Authority unless the Vehicle Operator is exempt from payment as may be stipulated in an Agreement with the Authority.
- (L) Abandoning a vehicle anywhere on the Airports, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership or parked in an undesignated area.

**ARTICLE 6. LESSEE AND SUBLESSEE RULES AND REGULATIONS****Section 6-1. *Security***

- (a) All gates, chains, doors, and locks and all other safeguards on the Leased Premises shall be actively maintained (kept in good condition) and used in a manner to protect all persons and Property.
- (b) Gates or doors which provide access to a Restricted Area through a Leased Premises must remain (be kept) closed, locked, and secured except when in use.
  - (1) Gates and doors and locking/securing mechanisms shall be actively maintained (kept in good condition) and used in a manner to protect all persons and Property.
- (c) Active log of keys, access cards, and other media issued (and to whom issued) which allows access to the Leased Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, access cards, or other media shall be reported to the Authority immediately.
- (d) All applicable reporting requirements as established by the Authority, FAA, Department of Homeland Security (DHS), TSA, and any other Agency having jurisdiction must be complied with.
- (e) Objects shall not be located within five feet of the Airport(s) perimeter fence or any other distance which could facilitate unauthorized access to a Restricted Area.

**Section 6-2. *Video Surveillance Systems***

- (a) Authority video surveillance recordings are considered confidential and exempt from disclosure under Florida Statute.
- (b) Lessees may request to install a Video Surveillance System on Lessee's Leased Premises.
  - (1) Lessees must comply with the Authority's Video Surveillance System Use Policy
  - (2) Requests should be submitted to the Authority's Business Development Department for review by the Authority Project Design Review Committee.

**Section 6-3. *Escort of Invitees***

- (a) Lessee or Sublessee shall escort all invitees, agents, employees, and guests who do not possess a valid Airport Badge while accessing Restricted Areas.

**Section 6-4. *Construction or Alteration of Improvements***

- (a) Any construction, modification, or alteration of an Improvement located at the Airport(s) shall be performed in compliance with the Leasehold Development Standards.
- (b) To protect underground utilities, all digging on Airports' property requires authorization from the Authority and a valid Authority Dig Permit.

- (c) Entities raising a crane, antenna, or other obstruction on Airports' property, shall comply with the requirements of 14 CFR Part 77 requiring notice of certain proposed construction, or the alteration of existing structures and obstructions to air navigation and communication facilities.

**Section 6-5. Maintenance of Premises**

- (a) Leased Premises shall be kept free from all fire, safety, and security hazards and maintain the same in a condition of repair, cleanliness, and general maintenance in accordance with the Agreement.
  - (1) Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Lessee's or Sublessee's cost and expense without liability for damage arising from or out of such action.
- (b) Lessee or Sublessee shall be fully responsible for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport(s) caused by Lessee or Sublessee or its employees, agents, customers, visitors, suppliers or persons with whom they do business.
- (c) Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of Fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.
  - (1) The use of flammable solvents for cleaning floors is prohibited.
- (d) Decorations approved by the Authority are permitted at ticket counters and gate areas. Any decoration deemed offensive in the judgment of the Authority will be removed at the expense of the Lessee or Sublessee. Any damage to Airport facilities because of the application of decorations may be charged to the Lessee or Sublessee as additional rent or cost recovery.
- (e) Lessees and Sublessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.
- (f) **VQQ Only** – The Airport currently has several diesel engine fire pumps which are periodically tested by a contractor. These pumps and the plumbing provide firefighting protection to the Authority's Airport facilities. Fire Pump Run requests shall be made to the Authority 24 hours prior to run date. Charges may apply. Refer to Appendix N for specific requirements and charges.

**Section 6-6. *Fire Prevention***

- (a) Lessees and Sublessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed and comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.
- (b) Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) for the hazard involved or associated with the activity shall be provided by the Lessee or Sublessee.
  - (1) Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
  - (2) A tag showing the date of last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable by fire underwriters, shall be kept documenting the status of each unit.
- (c) Lessees and Sublessees shall designate a responsible person and provide point-of-contact information to the Airport Operations Control Center (AOCC) including the name of the primary and secondary contacts and daytime and after-hours telephone numbers for both individuals.

**Section 6-7. *Aviation Fueling***

- (a) Lessees conducting Fuel Handling shall comply with Section 7 – Aviation Fueling of these Rules and Regulations.

**Section 6-8. *Heating Equipment***

- (a) No portable heating equipment and Fuel burning appliances shall be installed or used at the Airport(s) unless specifically approved in writing by the Authority.

**Section 6-9. *Aircraft Hangars***

- (a) The use of Hangars shall conform with all Legal Requirements including applicable building codes as well as the practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Departments and the Authority. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms to Legal Requirements.
- (b) Use of aircraft Hangars shall be subject to the following restrictions:
  - (1) Hangars shall only be used by the Tenant or owner and their employees, agents, customers, visitors, and suppliers.
  - (2) Hangars must be used for the parking and storage of aircraft and associated aircraft equipment and supplies
  - (3) Hangars may be used for the storage of other non-aeronautical vehicles and equipment so long as an airworthy aircraft is parked in the hangar and aircraft can be moved in and out of the Hangar without hinderance.



- (4) All items stored must belong to the Tenant or owner authorized to use the Hangar and not create a Fire Hazard.
  - (5) Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
  - (6) Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.
- (c) Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Taxilane, OFA, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or Fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.
- (d) Unless permission is granted by Agreement, no Aircraft Maintenance, alterations, or repairs shall be performed in a Hangar without the prior written notification to the Authority regarding the type of maintenance that is being conducted and which Authority permitted entity is performing the maintenance.
- (1) If permitted by the Authority, Aircraft Maintenance may be conducted on Tenant's owned aircraft within Tenant's Leased Premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Authority:
    - a. Welding
    - b. Cutting in a way that creates sparks
    - c. Open Flames and torches
    - d. Servicing any part of a fuel system (excluding the fuel cap) or transferring fuel
  - (2) The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on Building and Fire Codes; but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable Legal Requirements.
  - (3) Upon the sale or casualty to a Lessee's aircraft, Lessee shall replace the aircraft within 180 days after said event. In the event that Lessee is unable to do so based upon extenuating circumstances beyond Lessee's control, Lessee may submit a written request to the Authority to extend this grace period, which extension may be granted in writing by Authority in its sole discretion. Lessee's who do not replace the aircraft within the specified or granted grace period is required to vacate the leased hangar.

**Section 6-10. Aircraft Tiedowns**

- (a) Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.
  - (1) If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

**Section 6-11. Storage of Materials and Equipment**

- (a) Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.
  - (1) Storage of materials or equipment shall not be permitted outdoors.
  - (2) Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.
- (b) Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the Authority.

**Section 6-12. Compressed Gases**

- (a) Oxygen or any compressed gas in a cylinder or portable tank (excluding compressed air tanks for tire inflation) must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.
  - (1) Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
  - (2) Cylinders or tanks not in use shall have an approved transportation safety cap installed.
  - (3) Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA and all applicable Legal Requirements.

**Section 6-13. Petroleum Based Products and Hazardous Materials**

- (a) Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).
- (b) Storage of 55 gallons or more of lubricating oil or containers having a capacity of 55 gallons or more require a SPCC Plan be provided to the

Authority. Such containers may only be stored in compliance with Legal Requirements and consistent with the Authority's SWPPP plan.





**Section 6-14. *Right of Entry***

- (a) The Authority shall have the right of entry at any time, unless otherwise stated in an Agreement, for repairs, maintenance, modification, or inspection of all facilities, buildings, and Improvements at the Airport(s). For facilities, buildings, and Improvements owned by Lessee or Sublessee, the Authority shall provide advanced notification for access as stipulated in the Agreement.
- (b) The Authority and the Fire Department shall have the right of entry to facilities, buildings, and Improvements at the Airport without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

**Section 6-15. *Non-Commercial (Private) Flying Club***

- (a) A Non-Commercial (Private) Flying Club (Flying Club) is an Entity that is legally formed as a non-profit entity with the State of Florida, operates on a non-profit basis (so as not to receive revenues greater than the costs and expenses to operate, maintain, acquire and/or replace Flying Club Aircraft), and restricts membership from the public (i.e., does not advertise or make its membership available to the public).
  - (1) Each Flying Club member (Owner) must have an ownership interest in Flying Club. The property rights of the Flying Club members (Owners) shall be equal.
  - (2) Flying Club shall keep on file and available for review by the Authority, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.
- (b) Flying Club shall file and keep the following current with the Authority:
  - (1) copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office;
  - (2) roster of all officers and directors including home and business addresses and phone numbers; and
  - (3) designee responsible for compliance with these Rules and Regulations and applicable Legal Requirements.
- (c) Flying Clubs shall not conduct any Commercial Activity.
  - (1) If Flying Club membership is advertised or available to the public or operated for Commercial purposes, Entity shall be required to meet the General Aviation Minimum Standards for a commercial activity.

- (2) Members (Owners) may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other members (Owners). The Flying Club shall not permit its aircraft to be utilized for flight instruction to any person, including members (Owners), when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction provided by an approved Flight Training Operator on the Airport.
- (3) The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator or Independent Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.
- (d) Flying Club aircraft shall only be used by members (Owners).
- (e) No member (Owner) shall use Flying Club aircraft in exchange for Compensation. This does not include reimbursement for expenses associated with the use of Flying Club aircraft.
- (f) Maintenance and hangar areas are required if Flying Club is conducting aircraft Maintenance on aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Flying Club.

Land and Apron (square feet)	 <b>JAX</b> Jacksonville International Airport	 <b>Cecil</b> Cecil Airport	 <b>JAXEX</b> Jacksonville Executive at Craig Airport	 <b>Herlong</b> Herlong Recreational Airport
Maintenance area <sup>1</sup>				
Lessee	1,000	360	360	360
Maintenance hangar				
Lessee	10,000	3,600	3,600	3,600

- (1) Hangar area (for a Lessee), if required, shall be at least the previously identified square feet or large enough to accommodate the largest aircraft in Flying Club's fleet at the specific Airport maintained by Flying Club, whichever is greater.
- (2) Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest aircraft in Flying Club's fleet at the specific Airport maintained by Flying Club.

<sup>1</sup> To include adequate and dedicated space for employee work areas, shop areas, and storage of aircraft parts, accessories, related components, and Equipment

- (g) A qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time, however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.
- (h) Insurance
  - (1) Except as otherwise provided for herein, Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below:
    - a. General Liability (Combined Single Limit): Each occurrence – \$1,000,000
    - b. Vehicular Liability (Combined Single Limit, Each Occurrence) – \$1,000,000
    - c. Aircraft and Passenger Liability (Each Occurrence): \$1,000,000 Club and \$100,000 sub limit per person

**ARTICLE 7. AVIATION FUELING****Section 7-1. General****(a) Introduction**

- (1) The following aviation general requirements apply to entities engaged in Commercial Aviation Fueling (Section 7-2) and Non-Commercial Aviation Self-Fueling (Section 7-4).
- (2) Some general requirements may not apply to entities engaged in Non-Commercial Aviation Self-Fueling without Refueling Vehicles or Fuel Storage Facilities.

**(b) Legal Requirements**

- (1) Fuel Handling, Refueling Vehicles, and Fuel Storage Facilities at the Airport(s) shall conform to the current applicable Legal Requirements including without limitation, those prescribed by the State of Florida and Authority and provisions of 14 CFR; NFPA recommendations; Applicable ACs including AC 150/5230-4 "Aircraft Fuel Storage, Handling, Training and Dispensing on Airports", AC 00-34 "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport"; the Authority's SWPPP and SPCC Plan; Legal Requirements established by the Environmental Protection Agency, Florida Department of Environmental Protection, State Water Resources Control Board, and any other Agency having jurisdiction.
- (2) The Authority assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.
  - a. Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
  - b. Entities engaged in Fuel Handling shall fully reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.

**(c) Fuel Quality Control**

- (1) Fuel shall fully comply with the applicable quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), ASTM D7547 (UL94), ASTM D4814 (Mogas without ethanol), or associated FAA supplemental type certificate (STC). Ensuring the quality of the Fuel is the sole responsibility of Entity engaged in Fuel Handling.



- (2) Diesel Exhaust Fluid (DEF) Contamination – Personnel are to be trained on the proper storage and handling of DEF in order to prevent contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.
- (d) **Training**
  - (1) Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34 "Aircraft Ground Handling and Servicing." The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures related to Fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and Fuel storage facilities. The SOP shall be made available to the Authority for review upon request no later than 30 calendar days before the Activities are scheduled to commence and it shall be made available for review upon request any time changes are planned.
  - (2) Employees conducting Fuel Handling must receive fire prevention training and instruction by the Fire Department (or in accordance with an FAA Approved Part 139 Fuel Handling Training course, if applicable) immediately upon employment and that employees receive such fire prevention training and instruction annually thereafter.
    - a. Fire prevention training and instruction shall include the use of fire extinguishers, responding to Fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity) by the Fire Department and the training and instruction provided to each employee shall be documented and kept on file.
  - (3) No person shall engage in Fuel Handling until that person is properly trained. Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.
    - a. Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
    - b. Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
    - c. Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
    - d. Training shall be performed in accordance with 14 CFR Part 139.321

**(e) Fuel Handling**

- (1) Unless otherwise provided herein, aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.
- (2) Prior to engaging in Fuel Handling, Entity shall provide the Authority with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the Authority at least 30 calendar days prior to any planned change in operations.
- (3) A properly trained person shall be present and responsive while Fuel is being transferred into or out of any Fuel storage facility (from or into Refueling Vehicle).
  - a. The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
  - b. The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of Fuel is in progress.
  - c. The person shall not block open, disengage, or deactivate the deadman or any related controls while Fuel Handling.
- (4) All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property.
- (5) If any malfunction or irregularity is detected on or within the aircraft, fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner and/or Aircraft Operator immediately. Persons engaged in fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.
- (6) Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual.
- (7) Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.
  - a. Should a Fuel or oil spill occur at the Airport, the party responsible shall fully comply with Section 2-20(b) of these Rules and Regulations.
- (8) Refueling Vehicles shall be positioned so the vehicle can be directly driven away from the loading or refueling position in the event of spill or fire.

- (9) Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority and the Fire Department.
- (10) In the absence of suitable ground support equipment, a turbine-powered auxiliary power unit mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling.
  - a. A turbine-powered auxiliary power unit may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a Fuel vapor ignition source.
  - b. Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual.
- (11) Fuel Handling shall not occur if an electrical storm is in progress in the immediate vicinity of the Airport.
  - a. Fuel Handling may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.
- (12) Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority.
  - a. All extinguishers shall be inspected and certified, as required by law.
- (13) The Refueling Vehicle shall be bonded to the aircraft or Fuel storage facility to equalize the voltage potential.
  - a. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.
- (14) Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the cabin door of the aircraft, the aircraft door is open, and a cabin attendant is present at or near the open cabin door.
  - a. **JAX Only** – Where Fuel Handling is taking place while passengers are on board away from the terminal building, and stairways are not provided, such as during inclement weather (diversions), all aircraft emergency slides shall be armed and the aircraft rescue and firefighting (ARFF) services shall be notified to respond in standby position in the vicinity of the Fuel Handling with at least one vehicle.

- (15) No person engaged in Fuel Handling shall operate any cellphone, radio transmitter or receiver or switch it on or off during Fuel Handling unless said cell phone, radio transmitter or receiver is designed to be intrinsically safe.
  - (16) No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.
  - (17) Hold down or hold open devices on Refueling Vehicle nozzles are prohibited.
  - (18) For single point Fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order.
    - a. No person shall deactivate or bypass a deadman control or mechanism at any time.
  - (19) During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.
    - a. Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, Fuel storage facility.
  - (20) Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training. The Authority assumes no liability or responsibility for any violation of any legal requirements.
    - a. Entities engaged in Fuel Handling shall reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.
  - (21) Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the Entity's approved SPCC Plan.
- (f) **Rotorcraft Rapid Refueling**
- (1) Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the Fuel inlet port(s), vents or tank openings.
  - (2) An FAA-licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process.
  - (3) If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area in the event of a Fuel Handling accident.

- (4) Only designated personnel, approved by the Authority, properly trained in rapid refueling operations, shall operate the Refueling Vehicle.
  - (5) All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the Fuel inlet ports shall be closed and shall remain closed during Fuel Handling.
  - (6) Fuel shall be dispensed into an open port from approved dead-man type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.
  - (7) When Fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space.
  - (8) The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering near-by.
  - (9) Rotorcraft rotors must be stopped during Fuel Handling (except as approved by the Authority for military hot-refueling operations).
- (g) **Refueling Vehicles**
- (1) Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:
    - a. National Fire Protection Association (NFPA) Codes;
    - b. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
    - c. Applicable ACs including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
  - (2) Refueling Vehicles (including Fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of Fuel.
  - (3) Refueling Vehicles (including Fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.
  - (4) Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements.
  - (5) All Refueling Vehicles shall be bottom loaded.
  - (6) Only those Fuel storage facilities and Refueling Vehicles which are approved by the Authority and the Fire Department shall be used for Fuel Handling.

- (7) Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.
    - a. When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the Entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
    - b. Hoses or piping connections shall be secured and capable of holding under the pump's rated PSI discharge.
    - c. Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be UL or FM approved.
    - d. All storage tanks shall be rated in accordance with UFC Article 24, Division II and Article 79, Division XII.
  - (8) If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately and the malfunction or irregularity shall be brought to the attention of the Aircraft Operator immediately.
  - (9) Refueling Vehicles and Fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.
    - a. A copy of all applicable permits, registrations, certificates, and insurance documents shall be maintained in each Refueling Vehicle.
  - (10) Appropriate and proper fire extinguishers shall be immediately available during Fuel Handling.
- (h) **Storage of Refueling Vehicles**
- (1) Refueling Vehicles shall be stored outdoors and not less than 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose.
  - (2) Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.
- (i) **Maintenance of Refueling Vehicles**
- (1) Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose.



- (2) Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the Authority upon request.
- (j) **Fuel Storage Facilities**
  - (1) Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result from Fuel Handling.
  - (2) Fuel storage facilities shall be operated and maintained in accordance with practices recommended by the NFPA (Pamphlet No. 30 and NFPA 407) and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA (Pamphlet No. 30) and in full compliance with Legal Requirements.
  - (3) Plans for installation and operation of Fuel storage facilities shall be submitted to the Authority and the Fire Department and approval shall be received from the Authority and the Fire Department prior to installation and operation.
  - (4) All security gates leading into Fuel storage facilities shall remain (be kept) closed, locked, and secured except when actually in use.

**Section 7-2. Commercial Aviation Fueling**

- (a) **Introduction**
  - (1) Any Entity engaged in Commercial Fueling shall fully comply with Section 7-1 and Section 7-2 of these Rules and Regulations.
- (b) **Agreement**
  - (1) Entities engaged in Commercial Fueling (e.g., FBO) must have an Agreement with the Authority stipulating the right to engage in this Commercial Aeronautical Activity.
- (c) **Training**
  - (1) Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.
    - a. Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
    - b. Recurrent training shall be provided on a regularly scheduled basis, but not less than every 24 consecutive calendar months.
    - c. Records shall be subject to review of and/or inspection by the Authority or other designated representative(s).
    - d. Training shall be performed in accordance with 14 CFR Part 139.321 and the Airport's ACM if applicable.

**(d) Fuel Handling****(1) Fire extinguishers**

- a. Each Refueling Vehicle shall have two listed fire extinguishers, each having a rating of at least 40-B:C and a minimum capacity of 9.0kg (20 lbs) of dry chemical agent, with one extinguisher mounted on each side of the Refueling Vehicle.
- b. Air Carrier Ramp Operations shall have at least one wheeled extinguisher having a minimum listed rating of 80-B provided at each gate or stand or at intervals of 61m (200 ft) along the length of aircraft ramps.
- c. ABC multipurpose dry chemical fire extinguishers (ammonium phosphate) shall not be placed on aircraft Refueling Vehicles, fuel servicing ramps or aprons, or at Fuel storage facilities that are located within 150m (500ft) of aircraft operating areas.

- (2) Appropriate and proper absorbent material(s) and Fuel spill containment capable of damming/diking a Fuel spill shall be immediately available or as defined in the Entity's approved SPCC Plan.

**Section 7-3. Commercial Aviation Self-Serve Fueling**

- (a) Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 7-1 of these Rules and Regulations
- (b) No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license.

**Section 7-4. Non-Commercial Aviation Self-Fueling****(a) Introduction**

- (1) Non-Commercial Aviation Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.
- (2) Any Entity engaged in Non-Commercial Aviation Self-Fueling (Self-Fueling) shall comply with Section 7-1 and Section 7-4 of these Rules and Regulations.

**(b) Permit**

- (1) No Aircraft Owner and/or Aircraft Operator shall engage in Self-Fueling unless a valid Non-Commercial Aviation Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the Authority (herein after referred to as Self-Fueling Permittee).





- (2) The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Self-Fueling rules, which shall be included in the Self-Fueling Permit by reference.
    - a. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control of).
    - b. If the aircraft is being leased or operated by (under the full and exclusive control of) Self-Fueling Permittee, Self-Fueling Permittee shall provide the Authority with a copy of the lease or operating agreement.
    - c. The Authority will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.
  - (3) Self-Fueling Permittee shall comply with Florida Department of Revenue regulations pertaining to aviation use fuel tax and Internal Revenue Service Publication 510 (Excise Taxes – Including Fuel Tax Credits and Refunds) when remitting payment in compliance with Publication 510.
  - (4) Self-fueling Permittee shall maintain written records of compliance with all Regulatory Measures (including tax or fee payments) for the use of Fuel utilized in aircraft and provide records upon request by the Authority.
- (c) **Reporting**
- (1) On or before the 15th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the Authority identifying the number of gallons of: (i) aviation Fuel purchased by Self-Fueling Permittee (by Fuel type), (ii) delivered to Self-Fueling Permittee's Fuel storage facility (by Fuel type), and (iii) dispensed to Self-Fueling Permittee's aircraft at the Airport(s) and (b) pay the appropriate fees due to the Authority at the Airport Administrative Office.
  - (2) Records and meters shall be made available for review by the Authority or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee's aircraft and/or dispensed by Self-Fueling Permittee at the specific Airport, the greater amount shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the Authority at the Airport Administrative Offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

(d) **Fueling Operations**

- (1) Self-Fueling shall be conducted only in those areas designated by the Authority as identified in the Self-Fueling Permit.
  - a. Self-Fueling at any other location at the Airport is prohibited.
  - b. Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than five gallons is prohibited.
  - c. Hand or power operated pumps shall be used when using drums or other metal containers.
  - d. Hoses shall be approved for flammable liquids and shall be maintained in compliance with Legal Requirements.





(e) **Equipment –**

- (1) Self-Fueling Permittee's desiring to Self-Fuel with no more than 30 gallons of Fuel must:
  - a. store Fuel off-site or on the FBO Leased Premises (with permission from the FBO) or
  - b. if conducting a local flight, Fuel may be stored in an appropriate container on Self-Fueling Permittee's Leased Premises, but shall not be stored overnight on the Leased Premises.
- (2) Self-Fueling Permittee desiring to Self-Fuel with more than 30 gallons of Fuel shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee's aircraft.
  - a. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.
- (3) Self-Fueling Permittee's utilizing FBO fuel storage or off Airport fuel storage shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed.
  - a. Self-Fueling Permittee's utilizing FBO fuel storage must park the Refueling Vehicle on the FBO's Leased Premises when not in use.
  - b. Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

Refueling Vehicles				
Jet Fuel				
Minimum Capacity (gallons)	2,000	2,000	2,000	1,000
Maximum Capacity (gallons)	3,000	3,000	3,000	3,000
Aviation Gasoline				
Minimum Capacity (gallons)	750	750	750	750
Maximum Capacity (gallons)	1,500	1,500	1,500	1,500

(f) **Fuel Storage Facilities**

- (1) Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
  - a. through an authorized FBO at the Airport;
  - b. through Self-Fueling Permittee's fuel storage facility on the Leased Premises in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Authority and Agencies having jurisdiction; or
  - c. off Airport.
- (2) Self-Fueling Permittee's authorized by the Authority shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area, and in no event shall the total storage capacity and annual Fuel volume be less than the following:

Fuel Storage				
Construction (above or belowground)	Above	Above	Above	N/A
Jet Fuel Storage (gallons)	20,000	20,000	20,000	N/A
Avgas/Unleaded Aviation Fuel/Diesel Storage (gallons)	10,000	10,000	10,000	N/A
Annual Fuel volume (gallons) <sup>2</sup>	120,000	120,000	120,000	N/A

- (3) **HEG Only** – The Authority is currently exercising its proprietary exclusive right for Fuel storage.
- (g) **Limitations**
  - (1) Self-Fueling Permittee shall not sell and/or dispense Fuels to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the Authority. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Authority as well as the collection of all applicable fines or other charges.
    - a. Revocation upon first violation will be for a period of one (1) year.
    - b. Revocation upon a second violation shall be permanent.
- (h) **Public Service Agency**
  - (1) Entities providing a public service (including, but not limited to, federal, state, and local Agencies) are not required to meet the standard annual fuel volume requirements identified in Section 7-4(f).
  - (2) Fuel storage facilities and Refueling Vehicles for aircraft operated by Public Service Agency must be approved in writing, in advance by the Authority.

<sup>2</sup> Non-Commercial Self-Fueling Permittee shall demonstrate compliance with annual fuel volume requirement predicated upon historical usage to the satisfaction of the Authority,

- (3) All other requirements identified in this Section 7-4 must be adhered to by the Entity providing Public Service.
- (i) **Insurance**
  - (1) Except as otherwise provided for herein, Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth in below:
    - a. **JAX Only** – Commercial General Liability (Combined Single Limit): Each occurrence – \$1,000,000 and Unlicensed Vehicles – \$5,000,000
    - b. **CRG, HEG, VQQ Only** – Commercial General Liability (Combined Single Limit): Each occurrence – \$1,000,000 and Unlicensed Vehicles – \$2,000,000
    - c. **JAX Only** – Vehicular Liability (Combined Single Limit, Each Occurrence) - \$5,000,000
    - d. **CRG, HEG, VQQ Only** – Vehicular Liability (Combined Single Limit, Each Occurrence) – \$2,000,000
    - e. Environmental Liability – \$2,000,000



**ARTICLE 8. SPACEPORT RULES AND REGULATIONS (VQQ ONLY)****Section 8-1. *Legal Requirements***

- (a) Spaceport Activities shall conform to the Authority's Part 420 launch site operator's license, the launch or re-entry operator's Part 450 license, these Rules and Regulations, the instructions of the Authority, the directives of the CEO, or ATC personnel (as appropriate).

**Section 8-2. *Explosive Site Plan***

- (a) During rocket motor fueling and testing, non-participating personnel, vehicles, and aircraft will be directed to remain clear of the Public Area Distance (PAD) and Public Traffic Route Distance (PTRD) perimeters, as appropriate, see Explosive Site Plan, Appendix K.
  - (1) Operator may be required, at its own expense, to determine the explosive siting criteria for its operation based upon 14 CFR Part 420, Appendix E and Defense Explosives Safety Regulations 6055.09.
  - (2) No rocket fueling or testing may take place until such separation distances are determined and approved by the Authority.
  - (3) No fueling or testing operations that require closure of movement area surfaces (runways, taxiways, etc.) or otherwise significantly impact Airport operations shall commence without prior written approval from the Authority.

**APPENDIX A. PMCD GENERAL PROVISIONS****Section A-1. Purpose**

- (a) The Primary Management Compliance Document (PMCD) General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

**Section A-2. Airport Sponsor and Governing Body**

- (a) The Jacksonville Airport System (Airport System) is owned and managed by the Jacksonville Aviation Authority (Authority) and governed by and through the Board of Directors (Board).
- (b) The authority to: (1) grant the occupancy, use or development of land and Improvements at the Airports, (2) grant the right to engage in any Commercial Aeronautical Activity at the Airports, and (3) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including the PMCDs, is expressly reserved to the Authority.

**Section A-3. Applicability**

- (a) Provisions of the PMCDs apply within the defined boundaries of the Airport(s) as illustrated on the Airport Layout Plan (ALP) and includes all access roads on the Airport.

**Section A-4. Authority Mission and Vision Statements**

- (a) The mission of the Authority is to manage, operate, maintain, and develop an Airport System that exceeds the aviation need of the City of Jacksonville, Northeast Florida, and Southeast Georgia.
- (b) The vision of the Authority is to enhance the Authority's standing as a premiere economic engine for the City of Jacksonville and the Northeast Florida region.

**Section A-5. Authority Management**

- (a) The Chief Executive Officer (CEO) is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport System and all Authority owned and operated land, Infrastructure, Improvements, vehicles, and equipment.
- (b) The Board has authorized and directed the CEO to:
  - (1) interpret, administer, and enforce Agreements and the PMCDs,
  - (2) allow, where and when appropriate, temporary, short-term occupancy or use of Authority land or Improvements, and
  - (3) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the Authority.
- (c) All official inquiries regarding the PMCDs or compliance therewith should be directed to the CEO.

**Section A-6. Authority to Adopt and Revise PMCDs**

- (a) These Rules and Regulations are promulgated in accordance with the Charter of the Authority, Article 4 of the Charter of the City of Jacksonville, which grants the Authority the power "to adopt rules and

regulations with reference to all projects and matters under the control of the Authority” and are adopted by the Board.

- (b) These Rules and Regulations may be revised by the Board, or the authority to revise may be delegated, in whole or in part, to the CEO.

**Section A-7. *Statement of Policy***

- (a) It is the desire of the Authority to: (a) plan, develop, operate, and manage the Airport System in such a manner so as to ensure the Airports’ long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of aeronautical (and related) products, services, and facilities desired by the public.
- (b) For situations not specifically addressed in the PMCDs, the Authority reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airports.
- (c) The Airports are required to be operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

**Section A-8. *Non-Discrimination***

- (a) No person, in the use of the Airports’ land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airports’ land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

**Section A-9. *Effective Date***

- (a) Each PMCD shall be in effect and shall remain in effect, unless repealed by the Authority, from the date of adoption by the Board.

**Section A-10. *Compliance with Legal Requirements and Agreements***

- (a) All entities occupying, using, or developing Authority land or Improvements or engaging in an Aeronautical Activity shall comply, at the Entity’s sole cost and expense, with all applicable Legal Requirements.
- (b) No Agreement, nor any payment or performance required there under, shall excuse any Entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an Entity may have to the Authority under any existing Agreement.

**Section A-11. *Conflicting Legal Requirements and Agreements***

- (a) If a provision of the PMCDs is found to be in conflict with any other Authority policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail to the extent permitted by law.

**Section A-12. Repeal of Legal Requirements**

- (a) The following Rules and Regulations previously adopted by the Authority or the Board are repealed by the adoption of these Rules and Regulations:
  - (1) Authority Rules and Regulations for the Jacksonville International Airport, Cecil Airport, Jacksonville Executive at Craig Airport and Herlong Airport, adopted January 28, 2013, and
  - (2) All other Authority Legal Requirements previously enacted which are in conflict with these Rules and Regulations are hereby repealed to the extent of the conflict.

**Section A-13. Right to Self-Service**

- (a) An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service).
- (b) An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.
- (c) If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airports by those Operators authorized to engage in such Commercial Activities at the Airports.
- (d) An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.
- (e) Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 7.2

**Section A-14. Prohibited Activities**

- (a) Through-the-Fence activities are prohibited.
- (b) Co-op Self-Service (the sharing of vehicles, Employees, equipment, and/or resources) is prohibited.

**Section A-15. Fines or Penalties**

- (a) Entities shall have the responsibility to pay any fine or penalty levied against Entity, the Authority, or the Board, individually or collectively, as a result of Entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, Entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**Section A-16. Severability**

- (a) If one or more clauses, sections, or provisions of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of the PMCDs.

**Section A-17. Subordination**

- (a) The PMCDs are subject and subordinate to the provisions of any agreements between the Authority and the State of Florida or the United States Government pertaining to the planning, development, operation, and management of the Airport System and Airports and are specifically subordinated to, and shall be construed in accordance with, the Airport Sponsor Assurances.
- (b) The Authority recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the Authority over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**Section A-18. Notices, Requests for Approval, Applications, and Other Filings**

- (a) Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt) to the attention of the CEO. Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the CEO or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided.
- (b) Operator, Lessee, or Sublessee shall provide notice to the Authority of a change of address within 14 calendar days of change of address.

**Section A-19. Amendments**

- (a) The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Board or CEO.
- (b) The Board or CEO may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comments.
- (c) The Board or CEO, as is deemed appropriate, may issue specific policies, standards, rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time.

**Section A-20. Variance or Exemption**

- (a) The Authority may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist.
- (b) Requests for variances or exemptions shall be submitted in writing to the CEO and must include the following:
  - (1) The specific provision of the PMCDs for which the variance or exemption is sought;
  - (2) Describe the proposed variance or exemption;
  - (3) State the reason for the proposed variance or exemption;
  - (4) Identify the anticipated impact on the Authority, Airport System, Airport(s), as well as other entities, users of the Airports, and the public; and
  - (5) Identify the duration of the proposed variance or exemption.
- (c) Prior to approving or denying variances or exemptions, the Authority shall conduct a review of all relevant information. Approval or denial by the Authority of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
  - (1) An approved variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
  - (2) If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
  - (3) Requests for variance or exemption can be denied in accordance with Section A-21 of these PMCD General Provisions.

**Section A-21. Possible Grounds for Rejecting Application, Variance, or Exemption**

- (a) In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.
- (b) The Authority may reject any application, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Authority)
  - (1) The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority. The burden of proof shall be on the Entity and the standard of proof shall be by clear and convincing evidence.
  - (2) The Authority or the FAA has determined that the proposed activity and/or Improvement would create a safety or security risk or constitute a Hazard, obstruction, or danger to air navigation.
  - (3) The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed activity



and/or Improvement that the Authority is unwilling and/or unable to expend or supply.

- (4) The financial plan associated with the proposed activity and/or Improvement is not realistic and attainable and/or will result in a financial operating loss or hardship for the Entity.
- (5) No appropriate, adequate, or available land and/or Improvement exists at the Airport(s) to accommodate the proposed activity or Improvement at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- (6) The proposed activity and/or Improvement do not comply with ALP or Master Site Development Plan currently in effect or anticipated to be in effect.
- (7) The Entity's occupancy, use, or development of land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airports, Operators, Lessees, Sublessees, or users of the Airports.
- (8) The Entity has intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- (9) The Entity or an officer, director, agent, representative, shareholder, or key employee of the Entity has a record of violating the Legal Requirements of the Authority, any other airport sponsor, the FAA, or any other Legal Requirement applicable to the Airport(s) and/or the Entity's proposed activity or Improvement.
- (10) The Entity or an officer, director, agent, representative, shareholder, or key employee of the Entity has defaulted in the performance of any Agreement or agreement or sublease at any other airport.
- (11) The Entity does not demonstrate adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- (12) The Entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed activity or Improvement.
- (13) The Entity seeks terms and conditions which are inconsistent with the PMCDs and/or as stated in any request for qualifications and/or proposals issued by the Authority.
- (14) The Entity's interests and/or the proposed activity or Improvement are inconsistent with the Authority's mission, vision, values, goals, or objectives, the best interest of the Authority, or Airport Sponsor Assurances.
- (15) The Entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Authority.

**Section A-22. Enforcement**

- (a) Representatives of the Authority, as designated by the CEO in (see Appendix M), are empowered to require compliance and shall enforce the PMCDs.
- (b) The Jacksonville Fire and Rescue Department (Fire Department) is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction). The Jacksonville Aviation Authority Police Department (Police Department) and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction).
  - (1) **JAX Only** – Users of the Airport can be cited with a Notice of Violation for any of the following violations:
    - a. Speeding or Reckless Driving
    - b. Failure to Remain in the Vehicle Lanes
    - c. Failure to Remove F.O.D.
    - d. Failure to Regard Signage/Markings (Stop/Yield/Airfield Markings)
    - e. Failure to Give Right of Way to Aircraft
    - f. Operating Vehicle without Required Training/Expired Badge
    - g. Driving Vehicle Under Boarding Bridge
    - h. Operating Boarding Bridge without Training/Authorization
    - i. Failure to Comply with Environmental Rules/Laws
    - j. Failure to Comply with Fuel Fire Safety Requirements
    - k. Feeding Wildlife or Creating a Hazardous Wildlife Attractant
    - l. Other Violation of Rules & Regulations, Minimum Standards, Lease Terms
- (c) Any Entity or person who violates, omits, neglects, or refuses to comply with the PMCDs or any lawful order issued pursuant thereto may be cited and/or removed from, denied use of, and/or prevented from engaging in activities at the Airports and may be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, damages, fines, penalties, etc.
- (d) In the event any Airports' user, guest, Tenant, Permittee, or Lessee frequently, regularly, or repetitively violates the terms, covenants, conditions required herein, and regardless of whether the violator has cured each individual condition of violation, the violator may be determined by the Authority to be a "habitual violator". At the time such determination is made, the Authority shall issue the violator a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the violator that there will be no further grace periods to correct any subsequent violations, breaches or defaults of whatever nature, taken with all previous violations, breaches or defaults, shall be considered cumulative, and collectively shall constitute a condition of non-

curable default and grounds for immediate termination of Agreements and/or revocation of Airport Access Privileges and Airport Identification Badges. In the event of any such subsequent breach, default or violation, the Authority may terminate the Agreement or access privileges upon giving the written notice to the violator, such termination shall be effective upon delivery of the notice to the violator. The term "Habitual Violator" shall be defined to mean any user, guest, Tenant, Permittee, or Lessee who has had at least 2 Airport or Security Violations within a rolling 12 month period.

- (e) The Authority reserves the right to promulgate a schedule of fines and penalties to address violations of the PMCDs. The assessment of a fine or penalty may be appealed to the CEO in the manner set forth in Section A-23 of these PMCD General Provisions.

- (1) **JAX Only** – In accordance with the JAA Airport Security Plan, security violations issued to JAX Airport Identification Badge holders may be subject to fines and penalties imposed by the TSA.

- (2) The following are the established guidelines based on offense(s):
    - a. **1<sup>st</sup> Offense:** Security Training and testing
    - b. **2<sup>nd</sup> Offense:** Badge suspension of 14 days (if the second offense occurs an 18-month period)
    - c. **3<sup>rd</sup> Offense:** Badge revocation (if a third incident has occurred within an 18-month period or a fifth violation has been issued while employed at JAX.)

### **Section A-23. Appeals**

- (a) An Entity aggrieved by a decision of the Authority may appeal such decision to the CEO.
- (b) The Entity shall submit all appeals from a decision of the Authority in writing, to the CEO within 10 calendar days of the occurrence allegedly giving rise to the appeal. Any appeal not timely submitted to the CEO will not be considered.
- (c) The CEO shall respond to such written appeal within a reasonable time by either:
  - (1) Making a written determination with respect to the appeal, and either granting or denying said appeal in whole or in part; or
  - (2) Making a written request for additional information, which should be provided by the Entity within the time frame set forth in the request. If the additional information is not provided by the Entity within the time specified, the appeal shall be deemed denied.
- (d) If requested by the CEO, a meeting may be held. If such a meeting is held, the CEO shall have a reasonable time following the meeting to make a written determination.
- (e) If Lessee, Operator, or Permittee has filed a dispute, the Lessee, Operator, or Permittee shall diligently continue performance of its Agreement, including but not limited to the payment of all fees, while the appeal is pending, and regardless of the outcome of such appeal

**Section A-24. Rights and Privileges Reserved**

- (a) In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.
- (b) In addition to the following enumerated reserved rights and privileges, the Authority reserves all the rights and privileges outlined under applicable Legal Requirements and the Airport Sponsor Assurances as such rights and privileges may be amended from time to time.
  - (1) Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airports by the Authority (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, DHS, TSA, Police Department, Law Enforcement Officers, or Fire Department personnel from acting in official capacities.
  - (2) The Authority reserves the right for the use of the Airports by others pursuant to applicable Legal Requirements pertaining to such use.
  - (3) The Authority reserves the right to designate specific areas for activities in accordance with the currently adopted ALP for each Airport, as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airports.
  - (4) It is the policy of the Authority that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is objectionable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient development or use of the Airports. Nothing contained in the PMCDs shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Lessee, Sublessee, Operator, Permittee, or user of the Airports.
  - (5) The Authority reserves the right to develop the Airport and make any improvements and/or repairs to the Airports that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impacted entities that such development, improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Lessee, Sublessee, Operator, or Permittee, or any other Entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
  - (6) The Authority (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for

- loss, injury, or damage to persons or Property at the Airports related in any way to any natural disaster or illegal activity.
- (7) The Authority reserves the right to prohibit any Entity from using the Airports, engaging in activities at the Airports, and/or revoke or suspend any privileges granted to any Lessee, Sublessee, Operator, Permittee, or user upon determination by the Authority that such Lessee, Sublessee, Operator, Permittee, or user has not complied with the PMCDs, or has otherwise jeopardized the safety or security of entities or the land and/or Improvements located at the Airports.
  - (8) During time of war or national emergency, the Authority shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airports. If any such agreement is executed, any Agreement, insofar as it is inconsistent with the agreement between the Authority and the United States Government, shall be suspended, without any liability on the part of the Authority.
  - (9) The Authority will not relinquish the right to take any action the Authority considers necessary to protect the aerial approaches of the Airports against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airports or constitute a hazard to aircraft.
  - (10) The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled nor shall any provision of any Agreement be so construed.
  - (11) The Authority will not submit to the laws of any state other than those of the State of Florida.
  - (12) The Authority is under no obligation to provide financing and/or make any improvements to land and/or Improvements to facilitate any development or consummate any proposed Agreement. In addition, the Authority is under no obligation to: (1) pursue federal, state, or other funds to contribute to such development or (2) provide matching funds if required to secure such funding.
  - (13) The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Authority in preserving and protecting the assets of the Authority, protecting the safety and security of the people who work at and use the Airports, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.

**APPENDIX B. PMCD DEFINITIONS AND ACRONYMS****Section B-1. Definitions**

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airports for 48 hours without the owner moving or claiming it.

Abandoned Vehicle – Any vehicle that has remained stationary at the Airports in excess of 45 days and/or is in a condition that would render the vehicle non-drivable, including expired license plates, missing tire, and/or broken window.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Advisory Circular (AC) – A document issued by the FAA to help explain the intent of a Legal Requirement, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related Legal Requirement, as may be amended from time to time.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airports.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the Authority and Entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An Entity engaged in the operation of an aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of the Airports which includes aircraft Movement Areas, Aprons, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (ATC) – A service operated by appropriate authority to promote the safe, secure, orderly, and expeditious flow of air traffic or a service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of aircraft in the air or on the surface of the Airports.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and, avionics or instrument removal and/or replacement.



Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts).

Aircraft Operator – An Entity who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an Airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport (Airport(s) or Airports) – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Jacksonville International Airport (JAX), Cecil Air and Spaceport (VQQ), Jacksonville Executive at Craig Airport (CRG), or Herlong Recreational Airport (HEG).

Airport Identification Badge – A media allowing access to certain parts of the Airport.

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and Authority depicting the physical layout of the Airports and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Manager – That person (or designated representative thereof), appointed by the Authority, responsible for the administration and day-to-day operation and management of the Airport(s), all Authority owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport(s), and all employees assigned to the Airport(s).

Airport Operations Control Center (AOCC) – The control center for the Airport Operations Department.

Airport Operations Department – Personnel who are responsible for maintaining safety and regulatory compliance of the Airports.

Airport Security Coordinator – An airport's primary security representative and point-of-contact for the Transportation Security Administration.

Airport Security Program (ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property and those contractual obligations which comprise the State of Florida Aviation Program Assurances, as may be amended from time to time.

Airside – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Apron for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – An Entity desiring to use land and/or Improvements at the Airports to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airports.

Apron – Those owned, leased, or managed Paved areas within the Movement Area and Non-Movement Area designated by the Authority for the loading or unloading of passengers or cargo or the servicing and/or parking of aircraft.

Association – An Entity legally formed and recognized under the laws of the State of Florida having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Avgas (Aviation Gasoline) – Fuel commonly used to power piston-engine aircraft.

Based Aircraft – An aircraft stored on the Airports for a majority of the year, including those identified in a written Agreement with the Authority or in a Sublease with an FBO or SASO.

Board of Directors (Board) – The governing body of the Authority consisting of seven directors some of which are appointed by the Governor of Florida and confirmed by the Florida Senate and some of which are appointed by the Mayor of Jacksonville, Florida.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the Authority providing evidence of the insurance coverages and policy limits.

Chief Executive Officer (CEO) – The Executive Director/CEO of the Authority or such other person as the Executive Director/CEO may designate.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial Filming – Includes still or motion pictures or voice recordings for Commercial purposes.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or activities of the Entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Co-op Fueling – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airports or between the Airports and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Derelict – Property that is in poor condition as a result of disuse or neglect.

Development Standards – The parameters governing the design, construction, and/or modification of Tenant's land and/or Improvements at the Airports, as may be amended from time to time.

Drop Zone - intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Authority official or employee in response to an emergency call.

Employee(s) – Any individual employed by an Entity whereby said Entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Entity (or Entities) – Includes a person; persons; firm; partnership; limited liability partnership or corporation; Agency; unincorporated proprietorship, association, or group; or corporation other than the Authority, and includes any trustee, receiver, assignee, or other similar representatives.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Fire Department – Jacksonville Fire and Rescue Department (JFRD) and is responsible for firefighting at the Airports.

Fire Hazard – Any situation, process, material or condition which may cause a fire or explosion or provide a ready fuel supply to increase the spread or intensity of the fire or explosion and which poses a threat to life or property.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Authority's Minimum Standards.

Foreign Object Debris (FOD) – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.

Fuel – Any substance (solid, liquid, or gas) used to operate any engine in Aircraft, Spacecraft, Vehicles or equipment.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper's Legal Liability – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airports.

Independent Operator – An Entity offering aeronautical service(s) but without an established place of business on the Airports.

Infrastructure – Runways, Taxiways, Taxilanes, Aprons, nav aids, Airport roadways, utilities, etc.

Jacksonville Aviation Authority (Authority) – Owner and manager of the Jacksonville, Florida Airport System consisting of Jacksonville International Airport, Cecil Air and Spaceport, Jacksonville Executive at Craig Airport, or Herlong Recreational Airport which is governed by the Board. The Jacksonville Aviation Authority was established pursuant to 2001-319, Laws of Florida, as the successor to the Jacksonville Port Authority.

Jacksonville Airport System (Airport System) – Comprised of Jacksonville International Airport, Cecil Air and Spaceport, Jacksonville Executive at Craig Airport, and Herlong Recreational Airport.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

Landside – The portion of the Airports used for activities other than the movement of aircraft, such as vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leasing/Rents and Fees Policy – PMCD that sets forth the parameters for leasing Airport land and Improvements and outlines the process for establishing and adjusting rents and fees at the Airport, as may be amended from time to time.

Leased Premises – The land and/or Improvements used exclusively under agreement by a Tenant.

Leasehold Development Standards – The criteria set forth by the Authority to guide the development and improvement of Leased Premises, as may be amended from time to time.

Legal Requirements – All applicable federal, state, Authority, and local laws, codes, ordinances, executive orders, policies, and regulations.

Lessee – An Entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Licensee – An Entity that has entered into a Non-Commercial aircraft Hangar License Agreement, Non-Commercial Shade Port License Agreement, or Non-Commercial Tiedown License Agreement with the Authority.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the Authority) covering the development of the Airport(s) from a physical, economic, social, and political jurisdictional perspective. The ALP is part of the Master Plan.

Master Site Development Plan – A comprehensive plan that provides strategies for marketing, financing, and developing future aviation and non-aviation developments within an Airport's boundaries. This plan addresses existing and future transportation linkages, multi-modal opportunities, building uses, building configurations, building areas and densities, road networks, wetlands and topography, utilities infrastructure, and regulatory and environmental considerations in an effort to create a realistic vision of an Airport's potential with proper long-term developmental planning.

Minimum Standards – PMCD that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airports, as may be amended from time to time.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airports which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

National Fire Protection Association (NFPA) – All codes, standards, and rules contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.



Non-Commercial Flying Club – An Entity that is legally formed as a non-profit entity with the State of Florida that collectively owns and operates aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Notice to Air Mission (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, Airport Operations, ATC, or other authorized Agency.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An Entity that has entered into an Agreement the Authority to engage in Commercial Aeronautical Activities at the Airport.

Operations Department – Department of the Authority responsible for Airport safety and security.

Owner – The Entity who has legal title or right to that which is owned.

Passenger Terminal – The building at Jacksonville International Airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An Entity who has written permission from the Authority to conduct an Activity at the Airport(s) according to the parameters established by a permit.

Primary Management Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airports, adopted by resolution of the Authority, as may be amended from time to time, including Rules and Regulations, Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an Entity.

Public Area – Those areas normally used by the general population. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passageways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage or placards.

Rules and Regulations – PMCD that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airports, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airports developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Safety Management System (SMS) – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies and procedures

Secured Area – A portion of an Airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an Airport approved identification medium unless under Authority approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airports whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Authority staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Apron, Taxiway, or Runway; use of Authority facilities; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (SPCC) – A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

Standard Operating Procedures (SOP) – Written instructions which describe procedures designed to achieve uniformity when performing a specific function.

Sterile Area – The area in the Passenger Terminal beyond the security screening checkpoint(s).

Storm Water Pollution Prevention Plan (SWPPP) – The Authority's plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

Sublease – An agreement entered into by an Entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and for which, the Authority has given proper consent.



Sublessee – An Entity that has entered into a Sublease with a Lessee who is authorized (by the Authority) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Apron used for access between Taxiways and Aprons. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required OFA requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). Additionally, a Taxiway is further differentiated from a Taxilane by the required OFA requirements stipulated by the FAA.

Tenant – An Entity that has entered into an agreement with either the Authority or a Lessee to occupy land and/or Improvements at the Airports for commercial or non-commercial purposes.

Through-the-Fence – When an airport sponsor grants an Entity ground access by an aircraft across an airport's property boundary to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airports for occasional or temporary purposes which is not stationed at the Airport.

Unleaded Aviation Fuel – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Users – Lessees', Sublessees', Operators' and Permittees' employees, sublessees, contractors, subcontractors, and visitors and all other Entities that use the Airports.

Vehicle Operator – Any person who is in actual physical control of a vehicle.

Vehicular Liability or Business Automobile Liability – An insurance policy that covers liability to include bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

**Section B-2. Acronyms**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
CVO	Commercial Vehicle Operator
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Air Mission
SASO	Specialized Aviation Service Operator
SAW	Sterile Area Worker
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SRM	Safety Risk Management
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association