

RULES AND REGULATIONS OF THE BONNER COUNTY  
AIRPORTS

SANDPOINT AIRPORT  
&  
PRIEST RIVER AIRPORT

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## SECTION 1. INTRODUCTION

### **1.1 Purpose and Scope**

The purpose of these Rules and Regulations, adopted by Bonner County, Idaho (hereafter, the “County”), is to protect the public health, safety, interest, and general welfare of the users of Sandpoint and Priest River Municipal Airports. These Rules and Regulations are intended to restrict or prevent any activity or action that would interfere with the safe, orderly, and efficient use of the Airport by its operators, tenants, passengers, and users.

These Rules and Regulations are subordinate to applicable federal, State, or local government laws, County Code, and applicable City ordinances and shall in no way supersede or abrogate regulations set forth in the Federal Aviation Administration’s 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*.

These Rules and Regulations may be supplemented, amended, or modified from time to time and in such manner and to such extent as the County determines to be appropriate. The County may also issue special rules, regulations, notices, memorandums, or directives when necessary.

### **1.2 Applicability**

These Rules and Regulations apply to all users and tenants of the Airports. Any entry upon or use of the Airport with or without expressed permission is conditioned upon compliance with these Rules and Regulations. Entry upon the Airport by any person shall be deemed to constitute an agreement by such person to comply with these Rules and Regulations.

### **1.3 Authority**

These Rules and Regulations are adopted under the authority of the County. The County specifically grants the Airport Manager the authority to operate, manage, maintain, and secure the Airport and to take such actions, including but not limited to the issuance of trespass letters and/or administrative penalties, as may be necessary to enforce these Rules and Regulations.

### **1.4 Variance or Waiver**

The Airport Manager may grant relief from the literal requirements of these Rules and Regulation when strict enforcement would result in practical difficulty or unnecessary hardship. Any such relief may be subject to reasonable conditions necessary to maintain safety of flight operations, fulfill the intent of these Rules and Regulations, and to protect the public interest. Any relief granted under this paragraph shall be in writing. Oral variances and waivers are explicitly prohibited.

All variances and waivers shall be at the sole and exclusive discretion of the Airport Manager.

No waiver or variance shall entitle any Person, other than the recipient, to a deviation from these Rules and Regulations.

### **1.5 Severability**

Should any paragraph or provision of these Rules and Regulations be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of any other Rule or Regulation hereunder.

### **1.6 Enforcement**

The County and Airport Manager reserve the right to take any actions they deem necessary or appropriate in the event of any violation of these Rules and Regulations, including, but not limited to, prohibiting, or restricting the use of the Airport and its facilities by the Person committing such violation.

### **1.7 Interim Rules**

For any contingencies not specifically covered by these Rules and Regulations, the Airport Manager is authorized to make such interim rules as he or she deems necessary to protect property and/or the public health, safety, interest, and general welfare of the users of the Airports. Interim rules shall be enforceable for a period of ninety (90) days.

## **SECTION 2. DEFINITIONS**

For purposes of these Rules and Regulations, the following definitions shall apply:

Aeronautical Activities/Services: means any activity or service conducted at the Airport that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. The following services/activities commonly conducted on airports are Aeronautical Activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, air-carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an "Aeronautical Activity."

Agreement: means a written agreement between the County and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport, including but not limited to: rents, fees, and charges to be paid; and the rights and obligations of the respective parties.

Air Operations Area (AOA): means all Airport areas where aircraft can operate, either under their own power or while being towed. The AOA includes runways, taxiways, and apron areas.

Aircraft: means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to: airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.

Aircraft Fuel: means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.

Aircraft Fueling Vehicle: means any vehicle used for the transportation, delivery, and dispensing of Aircraft Fuel.

Airport Layout Plan (ALP): A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, roadways, utilities, aircraft and vehicle parking, nav aids, Through the Fence Operations, etc. The ALP must also show planned airport development.

Aircraft Maintenance: Means the repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power plant, and propeller as defined in

Part 43 of the FARs. Minor repairs include normal, routine annual inspections with attendant maintenance, calibration, adjustment, or repair of aircraft and their accessories.

Aircraft Movement Area (AMA): means the runways, taxiways, and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps, maintenance ramps, aircraft parking areas.

Aircraft Operator: means any person or 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 piloting aircraft or the operation of aircraft on any part of the surface of the Airport.

Airport: means the real property and improvements known as the Sandpoint Airport and the Priest River Airport both of which are owned by Bonner County and all of the area, buildings, facilities, and improvements within the exterior boundaries of such airports as it now exists, or as it may hereafter be extended or enlarged

Airport Advisory Board: (AAB) The Bonner County Airports Advisory Board, appointed by the Bonner County Commissioners consisting of seven (7) members to advise and assist the Airport Manager by providing recommendations to the County Commissioners regarding airport improvement, maintenance, and operation.

Airport Manager: means the individual employed and authorized by the County to be the chief administrative officer of the Airport, or the person authorized by the Airport Manager to act for or on behalf of the Airport Manager, with respect to any particular matter.

Airport Leasing Policy: means “A Policy to Govern Leases Involving the Use or Disposal of Airport Property for Aeronautical Activities” as established and amended from time to time by the County, to govern the safe, orderly, and efficient use of Airport property.

Board of County Commissioners (BOCC): The Airport Sponsor.

County: means Bonner County, Idaho, owner and operator of the Airport, acting by or through the elected Bonner County Commissioners or any duly authorized employee, agent or instrumentality of Bonner County.

County Code: means the Code of Bonner County, as adopted by County Commissioners.

Code of Federal Regulations (CFR): means the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

Commercial Aeronautical Activity: means an Aeronautical Activity for commercial purposes as defined in the Airport Minimum Standards.

Equipment: All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.

FAA: means Federal Aviation Administration.

FAR: Federal Aviation Regulation.

FBO: Fixed Base Operator: means any individual, firm or corporation duly licensed and authorized by written Agreement with the County to operate, under strict compliance with such Agreement, and in strict accordance with the *Airport's Minimum Standards for Commercial Aeronautical Service Providers*, as may be amended from time to time.

Fuel Flowage Fee: means a fee paid to the County for each gallon of fuel distributed on the Airport including adjacent property with access to the airport.

Fueling or Fuel Handling: means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from fuel storage tanks, aircraft, vehicles, or equipment.

General Aviation: means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.

Ground Vehicle: Any device that moves on the ground either self or externally propelled which is not intended to fly.

Hazardous Material: means any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous substance by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Idaho, or any political subdivision thereof.

Interim Rules: temporary rules established at the sole discretion of the Airport Manager to protect property and/or the public health, safety, interest, and general welfare of the users of the Airports.

Land Use Identification Plan: A scaled, dimensional layout of the entire Airport property, the primary purpose of which is to indicate the current and proposed use for each identifiable segment of property as well as the airport sponsor's intentions for the future allocation of Airport

property. The plan should identify areas dedicated to aeronautical activities and services such as fuel storage, general aviation, passenger loading, air freight and cargo handling, common use aircraft parking, and public automobile parking. Additionally, the plan should identify areas dedicated to future expansion. The land use identification plan may take the form of an airport master plan.

Law Enforcement Officer (LEO): means any law enforcement officer assigned duty at the Airport, or any other state, federal, City or local law enforcement officer temporarily assigned duty at the Airport.

Lease: means a contract between the County and any Person wherein the County grants the use or occupancy of Airport property and certain leasehold interests for a specified period of time in exchange for a specified rent.

Lessee: means any Person obtaining a Lease from the County to occupy space and hold certain leasehold interests at the Airport.

Minimum Standards: means the *Airport Minimum Standards for Commercial Aeronautical Service Providers* as adopted by the County, and amended from time to time.

Operator: refers to both commercial operators and non-commercial operators.

Person: means and includes any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

Rules and Regulations: means these policies, procedures, and regulations established and amended from time to time by the County, to govern the safe, orderly, and efficient use of the Airport.

Shall: the word shall is always mandatory and not merely directory.

State: means the State of Idaho.

Sublease: means a written agreement, approved by the County, stating the terms and conditions under which a third party leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

Sponsor: A local municipal or state government body or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments: A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by state or local law. For the purposes of these Rules and

Regulations, the terms airport sponsor and airport owner are used interchangeably for Bonner County.

Taxi: Aircraft movement on the ground.

Tenant: means a leaseholder of land or premises within the boundaries of the Airport or Airport property and any of the leaseholders authorized sublessees.

Through the Fence Activities (TTFA): Through-the-fence activities are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operations offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

Through The Fence Agreement (TTFA): is an agreement between a Person and the Airport, approved by the FAA, that regulates Through the Fence Activities. Through the Fence activities without a Through the Fence Agreement are prohibited.

Traffic Pattern: The traffic flow that is prescribed for aircraft landing at, taxiing on or taking off from the Airport

Ultralight Vehicle: means a lightweight, low speed, short range aircraft subject to minimal regulation by 14 CFR Part 103.

Unicom Frequency: is 122.7 M.H. for the Sandpoint Municipal Airport and 122.900 M.H. for the Priest River Municipal Airport .

Vehicle: means any motorized and non-motorized conveyance, except aircraft.

## SECTION 3. GENERAL RULES AND REGULATIONS

### **3.1 Abandonment of Property**

No person shall abandon any personal property on the Airport. If not claimed by the owner within seven (7) days, such articles will be handled in accordance with State and local statutes.

### **3.2 Intoxicants**

No person shall drink any alcoholic beverage at the Airport: (a) on or along any sidewalk, roadway, or open area; (b) in the parking lots, and other Airport areas designated by the Airport Manager for use by the general public; (c) in a motor vehicle; (d) in those portions of the Airport open for use by the general public; and (e) except at designated Airport events, as authorized by the Airport Manager. No person in any public area of the Airport shall be in possession of a bottle, can, or other receptacle containing an alcoholic beverage which has been opened, or with a broken seal, or where the contents of which have been partially removed, unless the bottle, can, or other receptacle is enclosed in a suitcase, carrying case, or other container.

### **3.3 Animals**

- A. Excluding Americans with Disabilities Act (ADA) and law enforcement requirements, no person shall enter any public airport building with any animal unless such animal is being transferred or shipped. Owners are responsible for the immediate removal and proper disposal of animal waste.
- B. No person shall permit any wild animal under his control or custody to enter the Airport.
- C. No person other than in conduct of an official act shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
- D. No person shall feed or perform any other act to encourage the congregation of birds or other animals on the Airport.

### **3.4 Commercial Activity**

No person or entity shall occupy or rent space, nor conduct any business, commercial activity or enterprise, or other form of revenue producing activity on the Airport without first obtaining a written lease, permit or other form of written agreement and authorization from the Airport Manager, unless specifically acknowledged and waived in writing by the Airport Manager. Commercial aeronautical activities are governed by the Airport Minimum Standards.

### **3.5 Fees**

The County shall establish fees, rates and charges from time to time and where applicable are paid to the County or Airport by users of the Airport.

Nonpayment of Fees may result in Administrative penalties.

### **3.6 Hunting and Trespassing**

There shall be no trespassing or hunting on the Airport unless authorized in writing by the Airport Manager.

### **3.7 Insurance Requirements**

- A. Insurance requirements as required by the County shall be obtained by a Tenant prior to signing a lease or other types and forms of an agreement. A business Tenant shall annually provide the Airport, without demand, a copy of the Certificate of Insurance from the Tenant's insurance agent, which identifies the County as an additional named insured and certificate holder.
- B. Insurance coverage required by the County represents the minimum coverage approved and required by the County. However, a Tenant may be required to purchase greater coverage to meet the scope of the Tenant's business activity and requirements of the Tenant's insurance agent and underwriters. The Tenant shall immediately correct any insurance "shortfalls" which may be amended from time-to-time. Insurance requirements are stipulated in the individual agreements, leases, contracts, and permits, and as such may be revised from time-to-time.
- C. When a Tenant who has obtained prior authorization from the Airport Manager to sublease its business on the Tenant's Airport leasehold, the Tenant shall require the contracted entity to comply with all applicable Tenant's lease provisions, applicable laws, rules, regulations, and directives, etc. as well as obtaining and maintaining the same insurance conditions as outlined in the Tenant's agreement with the Airport.

### **3.8 Liability**

All persons shall use the Airport at their own risk. The County assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, earthquake or other acts of God, collisions, or strikes; nor does it assume any liability for injury to persons or property while on the Airport. Additionally, any person, as a condition for the use of the Airport or any of the facilities thereof, shall release, hold harmless and indemnify the County, the Airport

Manager and all other officers and employees of the County and Airport, from any and all responsibility, liability, loss or damage resulting to it or them, or caused by or on his behalf and incident to the manner in which the Airport or its facilities shall be used. Notwithstanding the foregoing, airport users shall not be required to indemnify the County for damage occasioned by the sole negligence or willful misconduct of the County, Airport, or their employees or representatives.

### **3.9 Signage and Advertisements**

No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material without prior written permission from the Airport Manager. This rule is not intended to preclude the posting, distribution, or display of signs, advertisements, and other forms of printed or written material inside privately owned hangars.

### **3.10 Solicitation, Picketing, and/or Demonstrating**

No person shall solicit, offer for hire or sale, or engage in any business or charitable activity of any nature, picket, parade, march, patrol, demonstrate, sit-down, and/or assemble, carry, distribute, or display pamphlets, signs, placards, or other materials, upon, within or from the Airport except with the prior written approval of the Airport Manager and only then in designated areas and in conformance with an appropriate permit.

### **3.11 Sound Amplifying Devices**

Sound amplifying devices are prohibited on the Airport except when approved by the Airport Manager.

### **3.12 Storage of Equipment or Property**

Storage of equipment or property not used for aviation or other approved operations or activity on the Airport is prohibited unless specifically provided for by lease or other contractual agreement. This includes recreational vehicles (boats, motor homes, personal watercraft, etc.) and other motor vehicles not specifically used for the authorized operation.

### **3.13 Trash**

Every person with access to the air operations area (AOA) shall keep the aprons, ramps and grounds of the Airport free of all foreign object debris.

Garbage, trash, papers, refuse, or other material shall not be placed, discharged, or deposited on the Airport except in the receptacles provided specifically for that purpose. Trash and other waste containers at the Airport shall not be utilized for the disposal of household trash. The Airport Manager shall designate areas that shall be used for garbage receptacles and no other areas shall be utilized. Such areas shall be kept clean and sanitary at all times.

### **3.14 Containers**

1. All tenants and parties responsible for aircraft maintenance shall inspect all containers used for the storage of aviation maintenance-related fuels, greases, oils, flammable liquids or waste products for leaks and proper integrity.
2. All such containers shall identify the type of material stored.
3. All such containers, as well as the location of the storage containers and equipment, shall be maintained in accordance with National Fire Protection Association's guidelines and the City of Sandpoint fire codes.

### **3.15 Prohibited Uses**

No tenant shall occupy or permit any portion of its premises to be occupied in any manner whatsoever beyond the use(s) set forth in its agreement with the Airport.

There shall be no vehicle racing of any kind in the proximity of the Area of Operations.

No pedestrian shall enter upon the runway or parallel taxiway unless authorized by the Airport Manager.

### **3.16 Improvements**

Prior to commencing any tenant improvement or construction project on the Airport, the tenant shall first obtain the written approval of the Airport Manager or his or her designee, regardless of the scope of work.

Submittals of accurate and complete as-built drawings are required for projects involving extensive remodeling, and/or electrical, mechanical, and structural systems and other projects as may be required in the Airport Manager's discretion.

Airport Manager's review is not a substitute for any other required applicable permits or approvals including, but not limited to, those issued by the following agencies: City of

Sandpoint, City of Priest River, Bonner County, and the Federal Aviation Administration (FAA).

### **3.17 Vermin and Pests**

Any tenant that misuses or neglects their leasehold or leased area such that it becomes infested with vermin or pests shall either allow the Airport Manager or designee to enter the leasehold and exterminate the vermin/pests and reimburse the Airport Manager for the cost of the work or at the direction of the Airport Manager and at their own expense cause the vermin or pests to be exterminated immediately. The tenant shall employ licensed exterminators as pre-approved in writing by the Airport Manager.

The tenant's failure to act promptly to immediately remedy the infestation or allow the Airport Manager to remedy the infestation may result in a determination by the Airport Manager to expend Sponsor's resources to protect public health and safety, property or the environment. The Airport Manager shall use all means available to seek reimbursement for such expenditures from the tenant.

### **3.18 Hours of Operation**

The Airport's AOA shall be open to the public seven (7) days a week, twenty-four (24) hours a day except as required for the safe repair and maintenance thereof.

## SECTION 4. AIRCRAFT OPERATIONS

### **4.1 Compliance with Rules and Regulations**

No person shall navigate, land, fly, service, move, maintain or repair any Aircraft or conduct any aviation activity, upon, within or from the Airport other than in conformity with these Rules and Regulations and all applicable federal, State, and local statutes, ordinances, and regulations.

*Federal Aviation Regulations pertaining to aircraft operations shall be observed at all times.*

### **4.2 License Requirements**

Only Aircraft and airmen certificated by the Federal Aviation Administration shall operate on or from the Airport. This restriction shall not apply to Aircraft owned or operated by the Federal Government or to Aircraft licensed by Foreign Governments having a reciprocal agreement with the United States covering the operation of the Aircraft in the United States.

### **4.3 Control of the Airfield**

The Airport Manager shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when the Airport Manager considers, in its sole discretion, any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Manager determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, the Airport Manager shall issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any part thereof.

### **4.4 Disabled Aircraft**

- A. Airport Manager may take any and all necessary action to effect the prompt removal or disposal of disabled Aircraft that obstruct any part of the Airport utilized for Aircraft operations.
- B. Any costs incurred by or on behalf of the Airport or County for any removal or disposal of any Aircraft shall be paid to the County by the owner/operator. Any claim for compensation against the County, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled Aircraft, or any part thereof, by reason of any such removal or disposal is waived.

- C. The owner, Lessee, operator or other person having control, or the right of control, of disabled Aircraft shall indemnify, hold harmless and defend the County and Airport, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal or disposal of said Aircraft.

#### **4.5 Instructor and Student Responsibilities**

Instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an Aircraft independent of an instructor, it shall be the student's sole responsibility to observe and abide by these Rules and Regulations.

#### **4.6 Starting or Running of Aircraft Engines**

No person shall start or run an Aircraft engine unless a qualified, certificated pilot or mechanic is attending the Aircraft controls and only in the locations designated for such purposes by the Airport Manager. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available. Aircraft engines shall not be operated in such position that persons, structures or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast or rotor- wash.

#### **4.7 Aircraft Parking and Storage**

Aircraft shall be parked only in those areas designated for such purpose by the Airport Manager and shall not be positioned in such a manner so as to block a runway, taxiway, taxilane, or obstruct access to hangars, parked Aircraft, and/or parked vehicles. Unless otherwise provided in an Agreement with the Airport or authorized FBO, no person shall use any area of the Airport for the parking and storage of Aircraft, other than transient parking, without prior written permission of the Airport Manager. Should a person use such areas for Aircraft parking or storage without first obtaining the prior written permission of the Airport Manager, the Airport Manager may remove and store the Aircraft at the expense of the Aircraft Operator without liability for damage that may arise from or out of such removal or storage.

The operator of any aircraft at the Airport shall move the aircraft from the place where it is parked or stored to any other place designated on the Airport at the direction of the Airport Manager or his or her designee. In an event of the failure or refusal to comply with such direction, the Airport Manager may cause the aircraft to be moved to such place at the operator's

expense.

- a. Temporary Tie Downs: Aircraft parked at the airport less than 30 days are designated temporary. Fees shall be paid in an amount and manner specified by the Sponsor and paid to the Airport Manager. Aircraft shall be tied down at locations approved by the Airport Manager.
- b. Permanent Tie Downs: Aircraft parked at the Airport more than 30 days are designated permanent. No permanent parking shall be allowed without the Aircraft owner/pilot executing and adhering to an approved aircraft parking agreement. Fees shall be paid in an amount and manner specified by the Sponsor and paid to the Airport Manager. Aircraft shall be tied down at locations approved by the Airport Manager.
- c. Private Hangars: Aircraft storage in private hangars shall be in accordance with conditions set forth in a written Agreement between the hangar owner and Bonner County. In addition, the Aircraft operator shall abide by all applicable rules and regulations and FARs.

#### **4.8 Careless or Negligent Aircraft Operation**

No person shall operate an aircraft on airport property including, but not limited to, public aircraft parking and storage area, public landing area, taxiway, or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others. No Aircraft shall be taxied or towed on any area, other than areas normally used for the operation of Aircraft, without the express prior written approval of the Airport Manager.

#### **4.9 Rotorcraft Operations**

Except in emergencies, no landing or take-off of rotorcraft shall be made except on designated Airport runways, taxiways or ramps, without express written permission from the Airport manager. Rotorcraft shall not be operated within 50 feet of any building or within 100 feet of any area where light Aircraft are parked or operating.

#### **4.10 Aircraft Accident and Incident Reporting**

Operators of Aircraft involved in accidents or incidents requiring notification of the FAA, NTSB or insurance company and occurring on the Airport shall notify Airport Manager as soon as practical, and make a full written report of the accident or incident within twenty-four (24) hours.

The report shall include names and addresses of those involved and all details of the accident and the Aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Airport Manager at the same time.

#### **4.11 Specialized Aeronautical Activities**

Specialized Aeronautical Activities, as defined in the *Airport's Minimum Standards for Commercial Aeronautical Service Providers* require coordination and approval by the Airport Manager.

Operation of ultralight aircraft into the airport traffic area, and their landing, parking and take-off, require prior coordination and must comply with 14 CFR Part 103. Ultralight Aircraft shall have an appropriate air band radio with which to communicate with other airport traffic.

The Airport Manager has the authority to approve/disapprove requests for use of airport facilities for hot air balloon launches, experimental aircraft tests, surplus military aircraft tests, home-built aircraft tests and parachute drops when the parachute landing zone is on Airport property. Operation of these specialized aeronautical activities shall require proof of liability insurance in an amount and form as approved by the County.

#### **4.12 Aircraft Registration**

Aircraft regularly operating at the Airport (commercial or non-commercial) must be registered with the Airport Manager. Registration information must include the following: Aircraft Make and Model, Registration Number, Gross Takeoff Operating Weight, and Aircraft Owner Name, Address, and Phone Number. Aircraft Operators must have a tiedown agreement with the Airport or an authorized FBO, a valid Through The Fence Agreement, a written lease, or written agreement with the Airport.

#### **4.13 Through the Fence Agreements**

The FAA views Through the Fence Activities as a privilege and not a right. Under existing federal law, there is no requirement for the Airport sponsor to provide access to the airport from private property adjacent to the airport.

All Persons accessing the Airport's runway and/or taxiway system from private property adjacent to the Airport are required to have a Through the Fence Agreement approved by the FAA and identified in the Airport Layout Plan (ALP). Vested property rights, like legacy ingress and egress easements to the Airport, are not a substitute for Through the Fence Agreements.

Through the Fence Activities without a Through the Fence Agreement are grounds for immediate suspension or elimination of contract privileges. Furthermore, such Person shall be regarded as a trespasser upon Airport property and subject to civil and/or criminal charges for violations to other federal, State, County or municipal laws and regulations.

#### **4.14 Radio Protocols**

All pilots are directed to monitor the current Unicom/Common Traffic Advisory Frequency (CTAF) 122.7 Mhz (Sandpoint) 122.900 Mhz (Priest River) and required to announce take-off, taxi, departure, landing intentions, etc.

#### **4.15 Aircraft Take-offs and Landing (Fixed-winged aircraft only)**

- a. No aircraft may take off or land except on the paved runway.
- b. Take-offs and landings should be made on the runway most nearly aligned into the wind. The designated active runway during sustained calm wind conditions is "2" at Sandpoint and "1" at Priest River.
- c. Formation take-offs or landings shall be in accordance with FARs.
- d. Except as herein provided, all pilots shall observe standard, left-hand traffic pattern procedures.
- e. The traffic pattern altitude is 1000 feet above ground level (AGL) or 3131 feet above sea level (MSL) for Sandpoint and 3187 feet above sea level (MSL) for Priest River.
- f. No turn shall be made after take-off until the Airport boundary has been reached and the Aircraft has reached an altitude of at least 500 feet below the traffic pattern altitude (500 feet AGL or 2631 MSL for Sandpoint and 500 or 2687 MSL for Priest River).
- g. All Aircraft shall monitor the Unicom/Common Traffic Advisory Frequency (CTAF) and announce intentions or runway use, i.e., touch and go, clear of runway, etc., in accordance with the FAR/AIMs part 4-3-4.
- h. Except when Airport information is being requested, Aircraft approaching the Airport and using said Unicom/CTAF should not always expect a reply but said Unicom/CTAF shall be used merely to advise of intentions any time within a ten (10) N.M. radius of the Airport.
- i. When preparing for take-off, all Aircraft on the ground shall yield to all Aircraft on

beginning of the base leg for final approach.

## SECTION 5. VEHICLE OPERATIONS

### 5.1 General

- A. Violation of any regulation under this section may be cause for immediate termination of driving privileges on the airfield.
- B. The maximums speed for ground vehicles operating in Airport property is 15 miles per hour.
- C. Every person operating any vehicle or equipment on the movement areas shall ensure that such vehicle or equipment is readily identified by paint scheme, logo, flag or other device as specified in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5210-5B (as amended) or specified by the Airport Manager.
- D. No vehicles shall enter Aircraft Movement Area at any time without the express approval of the Airport Manager. Operation across Aircraft Movement Area without express authorization by the Airport Manager, or designee, shall be subject to immediate removal and loss of privileges in accordance with section 6.
- E. The operation of motor vehicles on the Airport shall occur in accordance with these Rules and Regulations, County Code, and all other applicable State and municipal laws relating to the operation of motor vehicles on streets and public highways. No person may operate a motor vehicle on the Airport unless they hold a valid motor vehicle operator's license for the type of vehicle they are operating.
- F. All vehicles operated on Airport pavements must at all times comply with any lawful order, signals or direction by authorized personnel. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by authorized personnel.
- G. The Airport Manager is authorized to place and maintain such traffic signs, signals, pavement markings, and other traffic control devices upon Airport roadways, parking facilities and other Airport property as required to indicate and carry out the provisions of these Rules and Regulations to guide and control traffic.
- H. Vehicles on Airport roadways shall be operated in compliance with the roadway speed limits prescribed by the County as indicated by posted traffic signs.
- I. No person shall clean or make any repairs to motor vehicles anywhere on the Airport other than in designated shop areas for that purpose, or as provided for in lease agreements with tenants. Minor repairs necessary to remove inoperable motor vehicles

will be permitted if done within a reasonable period of time as determined by the Airport Manager, otherwise the Airport Manager may order such vehicle towed from the premises at the owner's expense and liability.

- J. Vehicles found to be blocking or obstructing Airport operations, and/or in violation of posted signs shall, at the discretion of the Airport Manager, be removed. If any such vehicle cannot be moved because of needed repairs, the Airport Manager may order it towed from the Airport at the owner's expense and liability.
- K. In all cases, Emergency vehicles have the right-of-way.
- L. No person shall operate any motorcycle, motorbike, three-wheeled motor vehicle, roller or inline skates, roller blades, skateboard, bicycle or scooter, or personal transporter (e.g., Segway-type vehicle) on the AOA.
- M. Except for emergency service personnel no person shall operate any equipment or vehicles on the AOA while using a handheld cell phone, handheld radio other than an air-band communications radio, entertainment headset, or other handheld texting or electronic device; or while wearing an entertainment headset.

## **5.2 Authorization to Move Vehicles**

The Airport Manager has the discretion to remove, or cause to be removed, at the owner's expense from any restricted or reserved area, any roadway or right-of-way, or any other area on the Airport any vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety, security, or operations problem. The County shall not be liable for damage to any vehicle or loss of personal property which might result from the act of removal.

## **5.3 Tenant and Employee Parking**

All employees of companies, organizations or agencies having tenancy on the Airport shall park only in designated parking areas.

## **5.4 Vehicle and Driver Regulations**

- N. No motor vehicle shall be permitted on the Aircraft Movement Area unless specific permission has been granted by the Airport Manager.
- O. All motor vehicles in Airport property are subject to inspection at the sole discretion of

the Airport Manager.

- P. Motor vehicle owners will be required to have minimum liability insurance coverage with limits sufficient for the risk associated with the activity at the Airport in order to operate on the Air Operations Area, unless otherwise specified in a lease or other agreement. Upon request, the vehicle owner will be required to furnish the County verification from the insurance carrier that the vehicle is insured.
- Q. Aircraft shall have the right-of-way over vehicular traffic.
- R. All persons operating ground vehicles on the Aircraft Movement Area are required to participate in an FAA approved training course for the operation of ground vehicles on the Airport as provided by the County.
- S. Every person operating any vehicle or equipment between sunset and sunrise on the movement areas shall display an amber or red flashing or rotating beacon.
- T. Any person in violation of any of the procedures for the safe and orderly access to, and operation of a vehicle on the AOA shall be subject to disciplinary actions, including removal from the Airport and/or termination of any lease or use agreement as may be deemed appropriate by the Airport Manager.

## **5.5 Airport Parking**

- U. No person shall stop, park or leave any vehicle along the terminal curbside at the Airport except while in the immediate process of passenger pick up or drop off.
- V. No person shall park a vehicle at the Airport other than in a designated parking area, and in a manner that does not obstruct the safe and orderly movement of aircraft.
- W. Individuals with parking permits issued by the Airport shall park only in compliance with the issued parking permits.
- X. No person shall park at the Airport in violation of a parking limitation, parking restriction, or other parking regulation sign posted for the parking area.

## SECTION 6. PENALTIES

### **6.1 Administrative Penalties**

The Airport Manager or his or her designee may promulgate a schedule of fines and penalties for any violation of the Rules and Regulations. Penalties may include attending training as specified by the Airport Manager at his or her sole discretion.

These administrative penalties apply to all persons with any leasehold, permit or contractual relationship with the Airport or Sponsor, including, but not limited to, tenants, vendors, licensees, permittees and such persons' employees, agents, contractors and subcontractors.

The Airport Manager or designee shall issue a Notice of Violation before any administrative penalties are imposed.

### **6.2 Notice of Violation**

- D. When a person authorized to enforce the Rules and Regulations observes or has notice of a violation, that person shall issue to the violator a written Notice of Violation. If the violator leaves the scene or the notice otherwise cannot be issued to the violator, the Notice of Violation shall be delivered to the violator's place of employment and to the operator, if other than the employer, who has the leasehold, permit or contractual relationship with the Airport and who is responsible for control of the violator while on the Airport.
- E. A copy of the Notice of Violation shall be delivered to the violator's employer and the operator who is responsible for control of the violator while on the Airport if that operator is not the violator's employer.
- F. The Notice of Violation shall contain:
  - 1) the date, time, location and nature of the violation;
  - 2) the identity of the violator; and
  - 3) the name of the individual issuing the Notice of Violation, the names of victims and/or witnesses, and the Rules and Regulations section violated.

### **6.3 Responsibility and Liability**

Both the Person violating these Rules and Regulations and the Person employing that Person or responsible for control of that Person while at the Airport shall be responsible for taking

corrective action and payment of any imposed penalty.

#### **6.4 Detention of Aircraft**

The Airport Manager shall have the authority to detain any aircraft for nonpayment of any charges or fees due the Airport, or for the violation of any codes, or these Rules or Regulations.

#### **6.5 Removal of Persons and Termination of Contract Privileges**

Any person or persons who fail to leave the Airport or a specified area thereof, or any person or persons who knowingly or willfully violate these rules and regulations or who refuse to comply therewith, after proper request to do so by an authorized representative of the Airport Manager or Sponsor shall be subject to immediate removal from and denial of access to the Airport for such period of time as may be specified by the Airport Manager.

Persons holding leases, permits, licenses, TTFA or operating agreements with the County may also have their contract privileges suspended or terminated for such violations. Furthermore, such person shall be regarded as a trespasser upon Airport property and subject to civil and/or criminal charges for violations to other federal, State, County or municipal laws and regulations.

#### **6.6 Appeals Process**

1. Persons who receive a Notice of Violation may submit a written “Letter of Explanation” to the Airport Manager within five (5) business days after receipt of a Notice of Violation. Within ten (10) business days after issuance of a Notice of Violation, the issuing Airport Manager, or designee, will do all of the following: (1) determine whether to confirm the Notice of Violation; (2) determine the administrative penalty imposed, if any; and (3) issue a decision letter with findings advising the recipient of these determinations.

The Notice of Violation findings and any suspensions, revocations, or other administrative penalties may be appealed in writing to the Airport Manager or his/her designee within ten (10) business days of the date the decision letter is issued. Any request for appeal shall state the basis of the appeal and outline supporting facts. If an appeal is not filed within the ten (10) days, the suspension, revocation or administrative penalty shall become effective and any appeal filed thereafter may be denied.

The Airport Manager or his/her designee may, without a hearing, immediately reverse an appealed suspension, revocation or administrative penalty based on the appeal, the notice of violation, and/or any other supporting documents.

2. When an appeal is timely filed, the appeal shall be assigned to the Bonner County Chief Civil Prosecutor or his/her designee as a hearing officer. The matter shall be heard no later than sixty (60) calendar days from the date of receipt of the request for appeal. The hearing shall be conducted as an informal administrative proceeding with the rules of evidence relaxed from strict judicial practice; e.g., hearsay evidence may be admissible. All parties may be represented by legal counsel, witnesses shall be sworn and be subject to cross-examination, and cumulative or repetitive evidence may be excluded.

The hearing officer may uphold the suspension, revocation or administrative penalty specified in the notice of violation or reverse or modify the decision which is the subject of the appeal, or make a different decision. The written decision of the hearing officer shall contain findings of fact and state reasons for the decision. A copy of the decision shall be sent to or personally served upon the parties within ten (10) business days of the conclusion of the hearing.

3. The decision of the hearing officer may be appealed in writing to the Bonner County Board of County Commissioners within fifteen (15) business days from the date the hearing officer's decision is sent or personally served. The decision of the Bonner County Board of County Commissioners shall be based on the documents considered by the hearing officer. The Bonner County Board of County Commissioners may uphold the suspension, revocation or administrative penalty or reverse or modify the decision which is the subject of the appeal, or make a different decision.
4. The decision of the Bonner County Board of County Commissioners shall be the final administrative remedy. There shall be no rehearing or reconsideration. The final decision shall be subject to judicial review pursuant to then applicable Idaho law.
5. When a timely appeal has been filed, the suspension, revocation or administrative penalty shall be stayed pending the decision(s) of the hearing officer and/ or the Bonner County Board of County Commissioners. However, when, in the opinion of the Airport Manager, there is a clear and immediate threat to public safety, the Airport Manager may, at its sole discretion, enforce a suspension or revocation prior to a hearing being held. The penalized party may then request a hearing from the hearing officer within ten (10) business days from the date notice that the suspension or revocation is not stayed has been sent or personally served. If no expedited hearing is requested, the appeal shall proceed in the ordinary course and the suspension or revocation shall remain in effect pending the outcome of the appeal process.

**6.7 Schedule of Administrative Penalties**

Section Number	Violation	Consequences


G = warning, termination of any airport agreement, loss of AOA driving privileges, monetary administrative civil penalty, administrative letter of correction, and/or attendance at additional training

S = Immediate Trespass

R = mandatory revocation

M = monetary penalty as specified

**Where two letters are listed, the first letter designates a mandatory consequence of violation. A second letter indicates additional consequences of violation applied at the discretion of the Authority.**

### **6.8 Schedule of Monetary and Administrative Penalty**

1. First Notice of Violation: Fine up to \$500
2. Second Notice of Violation: Fine up to \$5,000
3. Third Notice of Violation: Immediate Trespass

This schedule is provided for the convenience of Airport users. This Schedule does not limit the discretion of the Airport Manager to impose immediate trespass when warranted by a violation or course of conduct.