

Bonner County Municipal Airports

Application for Municipal Airport Through the Fence Agreement

Name of Applicant: _____

Name of Primary Contact (if Applicant is a company or other entity): _____

Property is adjacent to: Sandpoint Municipal Airport _____
Priest River Municipal Airport _____

Applicant's Mailing Address for Notice Purposes: _____
Street or P.O. Box

City, State & Zip

Applicant's Billing Address (if different from above): _____
Street or P.O. Box

City, State & Zip

Applicant's Telephone #: _____

Applicant's Facsimile #: _____

Applicant's E-mail: _____

Address of Off-Airport Parcel: _____
That location of which the Access Area is a Part

Legal Description of Off-Airport Parcel _____

Desired date to commence Through the Fence Operations: _____

If prior Through the Fence Operation, since when: _____

I would be interested in selling my property to the Airport and negotiating a long term lease: Yes ___ No ___

Applicant's use of the Access Area is intended to be for only the following aviation related activities:

Aircraft to be stored or located on the Access Area
(whether or not it is owned or controlled by Applicant):

Aircraft Make and Model: _____	Aircraft Registration #: _____
Name of Owner of Aircraft: _____	Owner's Telephone: _____
Address of Owner _____ _____ <i>City, State & Zip</i>	Owner's Email: _____
Name of Lessee, if any: _____	Lessee Telephone: _____
Address of Lessee: _____ _____ <i>City, State & Zip</i>	Lessee Email: _____

Aircraft Make and Model: _____	Aircraft Registration #: _____
Name of Owner of Aircraft: _____	Owner's Telephone: _____
Address of Owner _____ _____ <i>City, State & Zip</i>	Owner's Email: _____
Name of Lessee, if any: _____	Lessee Telephone: _____
Address of Lessee: _____ _____ <i>City, State & Zip</i>	Lessee Email: _____

If more Aircraft Are To Be Registered Please Continue on Separate Page

The Applicant named above certifies to the best of their knowledge the above information is true and correct. Applicant also acknowledges that they have reviewed the current Rules and Regulations of the Bonner County Airports.

Applicant's Signature: _____

Applicant's Name Printed: _____

Date: _____

Notes to Applicant:

- Until a valid Through the Fence Agreement is issued to Applicant, any unauthorized access to the Airport Property either by foot, vehicle or aircraft is expressly prohibited.
- A survey or plat prepared by a certified engineer or of a form acceptable to Bonner County giving the gross land area included within the Off-Airport Property is required to be included with this Application.
- **IF THE BASIS FOR APPLYING FOR A THROUGH THE FENCE AGREEMENT IS AN EXISTING PERMIT, LICENSE, EASEMENT, OR ANY OTHER DOCUMENT, YOU MUST PROVIDE A COPY OF SAID LEGAL DOCUMENT. FAILURE TO PROVIDE MAY RESULT IN A DENIAL OF YOUR APPLICATION.**
- Each Off-Airport access point shall be regulated by a single entity responsible to Bonner County and composed of all Applicants authorized by Sponsor to use said Off-Airport access point.

Use of Access Area

Through the Fence Access is a unique class of aviation operation at Bonner County Municipal Airports, which is neither itinerant in nature nor based from any aviation facility located within the Airport. Any individual, company, or corporation wishing to establish through the fence access for any aviation facility, private or commercial, on or adjacent to the Bonner County Municipal airports shall make formal application to Airport Manager.

Airport Sponsor is not required to permit Through the Fence Operations – Airport Sponsor can prohibit Through the Fence Operations and any type of Through the Fence activity without being in violation of its airport sponsor’s obligations. Sponsor shall consider whether Through the Fence Operations best serve the aeronautical interests of the public when granting or denying an application for Through the Fence Operations.

An easement granting Through the Fence access does not negate the FAA requirement of the airport sponsor to require a Through the Fence Agreement and require payment of appropriate fees. Fees for TTF operations are established to be comparable to the fees being charged to on-airport operators, tenants, and users.

Through-the-Fence Operation means those operations which require aircraft to taxi across the airport property boundary. Aviation safety will be of paramount importance in consideration of any application. Special emphasis will be placed upon developing means of controlling the number of access points for through-the-fence operations. TTF access controls, signage, and/or markings will be required by the airport sponsor to control access to the airport’s airside infrastructure and address safety, utility, and efficiency concerns.

Off-Airport Access means access to the Airport for aviation purposes from Off-Airport Property in accordance with a Through the Fence Agreement, and applicable law, rule, or regulation. Off-Airport Access is frequently referred to as a "through-the-fence" operation, even though an airport’s perimeter fence may be imaginary.

Off-Airport Property means the gross land area of a lot or tract of land which abuts the Airport or an Airport Taxiway and may be used or intended to be used in whole or in part for aviation-related purposes.

Off-Airport User means an owner of the fee simple title of an Off-Airport Property who is issued and holds a Through the Fence Agreement to conduct Off-Airport Access operations.

Through the Fence Agreement is granted for the term specified in them and are subject to all of the terms and conditions in them and all other applicable laws, rules, and regulations. The final decision on whether a Through the Fence Agreement is granted is at the sole discretion of the Bonner County Board of Commissioners (“Sponsor”).

Applicant acknowledges the Off-Airport Property shall be used in accordance with the terms of the Through the Fence Agreement and all ordinances, laws, rules, regulations, standards, plans, policies and permits of the City of Sandpoint, City of Priest River, Bonner County, the FAA, Idaho Transportation Department, and/or any government (whether federal, state, or local) entity, agency, department, commission or board having jurisdiction over, at, or in connection with the Airport. All Through the Fence Agreements are subordinated to the *Airport Sponsor Assurances to the FAA*.

Application Review and Approval Procedure. The Airport Manager shall review and consider this Application. The Airport Manager may require additional information and/or documentation from Applicant about the Off-Airport User's intended aeronautical activities under the Through the Fence Agreement and to ensure adequate measures will be put in place by the Applicant restricting unauthorized access to the Airport from the Off-Airport Property. Once satisfied, and at its sole discretion, the Airport Manager may present a Through the Fence Agreement to the Applicant for execution. Upon acceptance by Applicant the Through the Fence Agreement shall be presented to the Federal Aviation Administration for an opportunity to object or approve.

There being no objection from the FAA, the Airport Manager shall deliver to the Sponsor: (i) a copy of this Application and other relevant information, (ii) a Through the Fence Agreement signed by the proposed Off-Airport User, (iii) the Airport Manager's written recommendation for the Sponsor's consideration. In making such recommendation, the Airport Manager shall consider, among other things, the Airport Master Plan (as applicable) and all applicable laws, ordinances, rules, codes, standards, guidelines, policies, regulations, grant assurances and grant agreements. The Sponsor shall either approve or disapprove the Application.

Conditions for Issuing a Through the Fence Agreement. Following receipt of the Application and all accompanying information and materials, the Sponsor will review and may, within fifteen (15) days after such receipt, request the Airport Manager to provide to the Board other information in connection with the application as the Sponsor deems necessary. Following receipt of such other information, if any, the Sponsor will, in considering approval or disapproval of the Application, review and consider the Application and all materials and information pertaining to the Application, including among other things, the Airport Master Plan (as applicable) and all applicable laws, ordinances, rules, codes, standards, guidelines, policies, regulations, FAA Guidance on Through the Fence Agreements, grant assurances and grant agreements. The issuance of the Through the Fence Agreement will be consistent and in conformity with, the Airport Master Plan (as applicable), the Minimum Standards for the Conduct of Commercial Aeronautical Activities (applicable to commercial aviation use), Compliance Guidance Letter 2013 -01 - FAA Review of Existing and Proposed Through-the-Fence Access Agreements, and all applicable laws, ordinances, codes, rules, standards, guidelines, policies, regulations, grant assurances and grant agreements.

Acknowledgement: The Applicant named above certifies to the best of their knowledge the above information is true and correct and that they have reviewed the Compliance Guidance Letter 2013 -01 - FAA Review of Existing and Proposed Residential Through-the-Fence Access Agreements together with the current Rules and Regulations of the Bonner County Airports in advance for their own review and understanding. It is recommended that the Applicant seek qualified legal counsel prior to completing this Application for a complete and thorough understanding of all the terms and conditions, obligations, rights, reservations and limitations, implied or otherwise stated of Applicant and the Sponsor. Only the Sponsor has the capacity to extend and execute a Through the Fence Agreement, the Airport Manager has no legal authority to bind the Sponsor, Bonner County, the Priest River Municipal Airport, or the Sandpoint Municipal Airport to any such permit or arrangement.

Applicant's Signature: _____

Applicant's Name Printed: _____

Date: _____

For Airport Use:

Date Application Received:	____/____/____
Airport Manager's Comments:	
Airport Manager's Recommendation:	<input type="checkbox"/> Recommend Issuing TTFA <input type="checkbox"/> Recommend Issuing TTFA w/Conditions (See comments above) <input type="checkbox"/> Do not recommend Issuing TTFA (See comments above) _____ Sandpoint Airport Manager
Date Forwarded to City Manager:	____/____/____
Sponsor's Authorized Signature	<input type="checkbox"/> TTFA Approved <input type="checkbox"/> TTFA Denied _____ Sponsor