

**CITY OF WASILLA
ORDINANCE SERIAL NO. 03-64**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING WMC 13.20.010, DEFINITIONS AND 13.20.070, ACCESS TO AIRPORT TO PROHIBIT THROUGH THE FENCE AGREEMENTS.

* **Section 1. Classification.** This ordinance is of a general and permanent nature and shall become part of the city code.

* **Section 2. Amendment of section.** WMC 13.20.010, Definitions, is amended by amending the introductory paragraph and by adding a definition of "through-the-fence agreement" and repealing the definition of "mayor" as follows:

The following words or phrases, when [AS] used in this chapter, shall have the meanings set forth in this section:

"Through-the-fence agreement" means an agreement between the city and an owner or occupier of property adjacent to the airport that permits aircraft access between the airport and the adjacent property.

["MAYOR" MEANS THE MAYOR OF THE CITY OF WASILLA.]

* **Section 3. Amendment of section.** WMC 13.20.070, Access to airport, is amended to read as follows:

A. No person may enter a restricted area posted as being closed to the public except as permitted by this section.

B. No person may enter upon the field area except:

Bold and underline added. [CAPS AND BRACKETS, DELETED.]

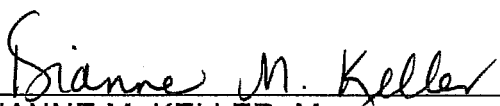
1. Persons assigned to official duty thereon;
2. Authorized representatives of the airport or Federal Aviation Administration;
3. Persons authorized by the airport manager;
4. Persons entering the area for the purpose of embarkation and debarkation.

C. The tampering, adjusting or in any way interfering with the normal operation of an access gate is prohibited.

D. The city will not enter into any through-the fence agreement, and aircraft access between the airport and adjacent property is prohibited.


* **Section 4. Effective date.** This ordinance shall take effect upon adoption of the Wasilla City Council.

ADOPTED by the Wasilla City Council on October 27, 2003.



DIANNE M. KELLER, Mayor

ATTEST:



KRISTIE SMITHERS, CMC
City Clerk

[SEAL]

Bold and underline added. [CAPS AND BRACKETS, DELETED.]



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, AK 99654-7091
PHONE: (907) 373-9090
FAX: (907) 373-9092

TO: Wasilla City Council
THRU: Mayor Dianne M. Keller *Dmk*
FROM: Tim Krug, City Planner
DATE: October 7, 2003
SUBJECT: **Ordinance Serial No. 03-64**

SUMMARY:

The Federal Aviation Administration, FAA, strongly recommends airport owners refrain from entering into *through-the-fence agreements*.

Over the last several years the City has received requests for *through-the-fence permits* allowing adjacent private property owners to taxi their aircraft to and from the municipal airport runway and taxiways to their private properties.

Public airports should encourage financial development within the airport to fund the airport, instead of using other city funds to operate and maintain the airport.

To date the City has been successful in procuring several valuable grants for our airport development. We wish to oblige the FAA whenever possible by honoring their recommendations not to grant *through-the-fence permits* so that we may continue to seek funds for future improvements and thus preserve the integrity of the airport.

This ordinance would keep orderly airport expansion that is consistent with our Airport Master Plan. Should we ever wish to allow a *through-the-fence permit* we would have the option of repealing this section in the future.

FISCAL IMPACT: No.

RECOMMENDED ACTION: Adopt Ordinance Serial No. 03-64

ATTACHMENTS: FAA correspondence.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Alaskan Region

222 W. 7th Avenue #14
Anchorage, Alaska
99513-7587

March 7, 2001

The Honorable Sarah H. Palin
Mayor, City of Wasilla
290 E. Herning Ave
Wasilla, Alaska 99654-7091

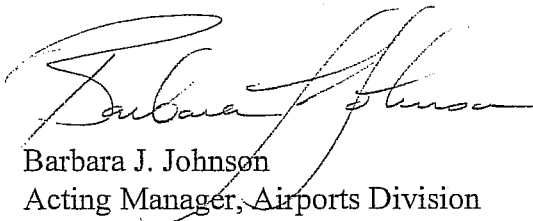
Dear Mayor Palin:

Wasilla Airport Through the Fence Operations

Enclosed please find a copy of the "Airport Compliance Requirements; Chapter Six" dated October 2, 1989. Specifically, paragraph 6-6 on page 44 addresses the issues of agreements granting access to landing areas from adjacent property. This is commonly referred to as through the fence operations. As a general principle, the Federal Aviation Administration will recommend that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case by case basis where operating restrictions ensure safety and equitable compensation for use of the airport.

Please feel free to contact Mr. John Lovett, Airport Planner, FAA Alaska Region Airports Division at 271-5446 if you have any questions.

Sincerely,



Barbara J. Johnson
Acting Manager, Airports Division

Enclosure: Compliance Order

RECEIVED

MAR 07 2001

CITY OF WASILLA, ALASKA

ORDER

Jim

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AIRPORT COMPLIANCE REQUIREMENTS



OCTOBER 2, 1989

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

6-6. AGREEMENTS GRANTING ACCESS TO LANDING AREA FROM ADJACENT PROPERTY (THROUGH-THE-FENCE OPERATOR).

There are times when the owner of an airport will enter into an agreement which permits access to the public landing area by aircraft based on land adjacent to, but not a part of, the airport property. In some cases, special taxiways have been built for this purpose. This type of an arrangement has frequently been referred to as a "through-the-fence" operation even though the perimeter fence may be imaginary. In reviewing a lease or contract which proposes this type of arrangement, the following guidance should be followed:

a. Rights and Duties of Airport Owner. The obligation to make an airport available for the use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. The existence of such an arrangement could place an encumbrance upon the airport property unless the airport owner retains the legal right to, and in fact does, require the off-site property owner or occupant to conform in all respects to the requirements of any existing or proposed grant agreement.

b. Practical Considerations. The owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area. The development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through the fence" operator to the detriment of on airport operators. To equalize this imbalance the airport owner should obtain from any off-base enterprise a fair return for its use of the landing area.

c. Safety Considerations. Arrangements that permit aircraft to gain access to a public landing area from off-site properties complicate the control of vehicular and aircraft traffic. Special safety operational requirements may need to be incorporated in the "through-the-fence" agreement.

d. Agency Position. As a general principle, FAA will recommend that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the airport. Examples include:

(1) Where a bonafide airport tenant has already leased a site from the airport owner and has negotiated airfield use privileges, but also desires to move aircraft to and from a hangar or manufacturing plant on adjacent, off-airport property. In this case

actual access will be gained through the area provided by the airport owner.

(2) Where an individual or corporation, actually residing or doing business on an adjacent tract of land, proposes to gain access to the landing area solely for aircraft use incidental to such residence or business without offering any aeronautical services to the public. This situation is commonly encountered where an industrial airpark is developed in conjunction with the airport.

e. Determinations. The existence of arrangements granting access to a public landing area from off-site locations contrary to FAA recommendations shall be reported to regional Airports divisions with a full statement of the circumstances. If the regional Airports division determines that the existence of such an agreement circumvents the attainment of the public benefit for which the airport was developed, the owner of the airport will be notified that the airport may be in violation of his agreement with the Government.

6-7. AIR CARRIER AGREEMENTS AND LEASES.

Unless a complaint has been made, the FAA will not attempt to judge or evaluate the fairness of any rental rate or fee structure under consideration for air carriers. However, the rights and privileges granted by contract to air carriers as distinct from the rental rate or fee structure, may involve the compliance obligations of the airport owner. When discussing these agreements, particularly in connection with their impact on other aeronautical tenants, the following considerations should be borne in mind.

a. Use in Common of Aeronautical Facilities. While the actual rates for use of the landing area are a matter of negotiation, there should be no discrimination in use rates between air carrier and general aviation using aircraft of the same type and weight.

b. Discrimination Between Carriers. Where several air carriers serve the same airport they usually cooperate in developing a consolidated position with respect to negotiations with the airport owner. For this reason, compliance violations by the owner arising from preferential treatment of one carrier are rare. On occasion, however, small local service carriers have complained that the imposition of uniform user charges or landing fees equally applicable to long-haul and short-haul operators is inequitable. Such complaints usually arise when the level of fees has been increased concurrently with the expansion of runways and other airport facilities to accommodate larger aircraft not needed in the short-haul operation. It is the position of the FAA that the requirement for user fees, under a standard schedule uniformly applied to all users, does not violate the owner's obligation to make

THROUGH-THE-FENCE

- FAA strongly recommends that airport owners refrain from entering into through-the-fence agreements
- Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the airport
- Sponsor must submit the following to the FAA for review:

Copy of proposed agreement.
Agreement must require the off-site property owner to conform in all respects to existing or proposed grant agreements.

The agreement should not allow the property owner to assign the agreement to any other party. The sponsor should be allowed to terminate the agreement without cause.

A summary of rates and charges to on airport owners and operators. The sponsor is entitled to seek recovery of initial and continuing costs of providing a public use landing area.

Provide a layout of proposed access to airport facilities and a plan for the control of aircraft traffic

Provide a proposal for vehicular access to the off-site hangar

- If the agreement is not acceptable, airport sponsor may be in violation with the grant agreement