



AGENDA ITEM: \_\_\_\_\_

MEETING DATE: August 26, 2015  
TO: Board of Directors  
FROM: Hardy Bullock, Director of Aviation and Community Services  
SUBJECT: Skydive Truckee Lake Tahoe

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**RECOMMENDATION:**

Approve the attached **LEASE AND OPERATING AGREEMENT SPECIALIZED AVIATION SERVICE OPERATOR (SASO) AGREEMENT**

**DISCUSSION:**

Interim guidance was given to the Board at the June 24, 2015 regular Board meeting. Attached is the **LEASE AND OPERATING AGREEMENT SPECIALIZED AVIATION SERVICE OPERATOR (SASO) AGREEMENT** and the **LETTER OF AGREEMENT** between Truckee Tahoe Airport District, Sky Dive Truckee Lake Tahoe, and Soar Truckee Inc. These two documents together with supporting material from the operator comprise the full and complete final agreement allowing the operator to begin work on improving the site for commercial activity. It is anticipated that commercial skydiving activity will begin in the spring of 2016.

**LAST ACTION COMPLETED:**

At the regular May 27, 2015 Board meeting Staff presented information on a commercial skydiving application. That information is located here:

[https://truckeetahoeairport.com/board\\_meetings/94/view\\_file?file=TAB+9+-+Skydive+TLT+Staff+Report+May+27%2C+2015WEB.pdf](https://truckeetahoeairport.com/board_meetings/94/view_file?file=TAB+9+-+Skydive+TLT+Staff+Report+May+27%2C+2015WEB.pdf)

Direction given to Staff from the Board of Directors:

1. Discuss our specific situation with the FAA and gain an understanding of the process for a formal or informal safety assessment.
2. Get Soar Truckee and Skydive Truckee Lake Tahoe to sit down at the table and discuss the operational specifications and behavior of the two operations.
3. Understand acceptable insurance criteria for the skydiving activity.
4. Understand air traffic control procedures.

### **ACTION FOR ITEM #1**

I had a conference call with the FAA including the following personnel, Loraine Herson-Jones: Deputy Director of Airports for Western Pacific Region, Robert Lee: Director of Safety Compliance for Airports Western Pacific Region, Holly Dickson: Assistant to Loraine Jones.

- I described our application process and the current concerns raised by Soar Truckee Inc.
- We discussed the two competing aeronautical activities, skydiving and soaring.
- The group reviewed our unique fleet mix including gliders relative to our Airport Layout Plan.
- Safety concerns with the location of the DZ was a lengthy discussion.
- The lack of alternative DZ locations that do not impact other aeronautical activities was discussed.
- I summarized our third party safety assessment and the methods used by Convergent Performances LLC to DE-CONFLICT the airspace.
- We discussed the role we (airport sponsor) play here at KTRK without a tower or center controller and only a UNICOM facility.
- I articulated our anticipated role as an arbiter/supporter for procedures that work for all airport users, operators, the skydivers and the gliders, and all other aircraft within the airport area.
- We discussed our need to mitigate noise and annoyance.
- I reiterated our desire to comply with our grant assurances.

FAA guidance I received in summary:

1. Our biggest challenge is to comply with all parts of Grant Assurances #22
2. KTRK acknowledging Skydive Truckee Lake Tahoe as an aeronautical activity is correct, the airport would be subject to a part 13 complaint and possible action if the airport did not support this activity under Grant Assurance #22.
3. Most airports, in their opinion have not gone to the lengths described by me to safely accommodate a skydiving operation.
4. If Reno FSDO has not voiced opposition to our plan then the FAA does not get involved unless a part 13 action is brought about.
5. A formal response to safety concerns is only valid when and if the FAA receives a formal complaint.
6. Keep doing what you are doing. You have done the right things up to this point. Work with all parties involved to find solutions to accommodate both activities. If the parties cannot comply or get along and a formal complaint is lodged then the FAA will intervene. The complaint would need to be fairly substantiated by fact not supposition. There is no safety threat yet because we haven't done any skydiving.

### **ACTION FOR ITEM #2:**

A meeting was held with Doug Downey of Convergent Performances, Mike Swanson of Skydive Truckee Lake Tahoe, Richard Pearl with Soar Truckee Inc., and airport staff on June 30 at 9:30 AM. The group discussed both operations, the location of the DZ (landing zone), the communications protocol, and safety issues resulting from simultaneous operations. It was agreed that the District would formulate a Letter of Agreement that all parties would consign to support. This letter of agreement, attached to this report, outlines the enforceable conduct of each operator.

### **ACTION FOR ITEM #3: DISTRICT SPECIAL COUNSEL PETER KIRSCH**

The operator has to maintain a \$1 million policy in liability insurance. While the Minimum Standards do not call out specific insurance coverage requirements, the Minimum Standards do state that the District “reserves the right to make reasonable adjustments” to the coverage, limits and exclusions when “deemed necessary and prudent.” While insurance for risk as to third parties would be costly, it would seem reasonable for the District to require such insurance. It is the opinion of staff that the liability associated with skydiving activity is no different than other aeronautical activities currently underway the KTRK.

### **ACTION FOR ITEM #4:**

FAA federal aviation regulation part 105 section 13 outlines the requirement for the skydiving operator to integrate with air traffic control. This section of regulation further defines the use of two-way radio communication between the controlling authority of the airspace and the skydiving jump plane. Staff has a request for information pending with Oakland Center and NorCal approach regarding the use of a memorandum of agreement with respect to skydiving at KTRK. It is not anticipated that a memorandum of agreement will be required, rather the skydiving operator will integrate directly with Oakland Center and NorCal approach.

### **FISCAL IMPACT:**

Based on District Policy Instruction #504 the District will receive monthly rent in the amount of \$232.00 during the operating season which is roughly May through September, adjusted for CPI annually. The District will also receive an annual road fee of \$375 and a mobile fuel fee of \$250. Annual revenue will total \$1785 adjusted by the CPI increase annually.

### **ATTACHMENTS: BACKGROUND**

1. LEASE AND OPERATING AGREEMENT SPECIALIZED AVIATION SERVICE OPERATOR (SASO)
2. FAA Grant Assurance #22
3. LETTER OF AGREEMENT

1 TRUCKEE TAHOE AIRPORT DISTRICT  
2 **LEASE AND OPERATING AGREEMENT**  
3 SPECIALIZED AVIATION SERVICE OPERATOR (SASO) AGREEMENT  
4  
5

6 This Service and Lease agreement (herein called "Lease") is entered into as of **September 1**, 2015 by and between  
7 the TRUCKEE TAHOE AIRPORT DISTRICT (herein called "District" or "Airport"), and Mike Swanson D.B.A. SKYDIVE  
8 TRUCKEE LAKE TAHOE (herein called "Tenant"), with respect to the following facts:  
9

10 The District is a public agency organized and existing under the provisions of the California Airport District Act, Public  
11 Utilities Code SS 22001-22908, and operates the Truckee Tahoe Airport, located in the counties of Placer and Nevada,  
12 State of California.  
13

14 The Tenant desires to enter into an agreement with District permitting Tenant to provide specialized aviation skydiving  
15 and services for the public and District to provide Tenant with certain facilities necessary thereto.  
16

17 **Witnesseth:**  
18

19 WHEREAS, Specialized Aviation Service Operation (SASO) are essential to the proper accommodation  
20 of general aviation at the Airport; and  
21

22 WHEREAS, DISTRICT desires to make such services available at the Airport and TENANT represents  
23 that it is qualified, ready, willing and able to provide such services; and  
24

25 WHEREAS, LESSEE is receiving a reduced rent due to their operating as a SASO;  
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27 NOW, THEREFORE the parties agree as follows:  
28

29 1. **PREMISES.** District hereby leases for nonexclusive, seasonal use to Tenant and Tenant leases from District  
30 for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in  
31 the County of Nevada, State of California, described on Exhibit A, attached hereto and incorporated herein by  
32 reference. Said real property including the land, comprising approximately 1 acre of gravel ramp area adjacent  
33 to RWY02-20, a small parking area, a dropzone otherwise known as a skydiving landing zone and all  
34 improvements, is herein called "the Premises".  
35

36 2. **USE OF PREMISES.** The Premises shall be used by Tenant only for the purpose of operating specialized  
37 aviation skydiving services. Acceptable uses of the Premises include the following:  
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- 39 A. Provision of tie down facilities for jump aircraft and associated vehicles in designated areas identified  
40 on Exhibit A.  
41 B. Tenant shall be signatory to enforceable Letter or Agreement, attached hereto as exhibit B and  
42 incorporated by reference while Premises are in use.  
43 C. Maintenance of an operations building and related facilities which have been constructed or installed  
44 by the Tenant.  
45 D. Other related or incidental purposes, as may be first approved in writing by the Airport Manager.  
46 E. Tenant shall not commit or permit the commission of any acts on the Premises that would increase  
47 existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the  
Premises or any improvements. Tenant shall not commit or permit the commission by others of any



waste on the Premises or permit the maintenance or commission of any nuisance.

F. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations, and requirements including but not limited to, land use and zoning regulations, of all governmental entities relating to Tenant's use and occupancy of the Premises, whether such statutes, ordinances, regulations and requirements are now in force or hereafter enacted. District does not make any representation or guarantee that the intended use of the Premises conforms to current zoning restrictions for the Premises.

G. Tenant covenants and agrees to use the Premises throughout the term hereof for the above-specified purposes and to diligently conduct the business thereon. Failure to continuously use the Premises during the season for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by the District. The use of the Premises for any unauthorized purpose shall constitute a substantial default and subject this Lease to termination at the sole option of the District.

3. **TENANT'S OBLIGATIONS; NATURE AND QUALITY OF SERVICES.** Tenant agrees to furnish, in a good, prompt, efficient, and dependable manner, those services set forth below, in the manner described below:

A. Tenant shall provide skydiving and parachute rides and instruction services for the general public and provide skydiving jump authorization to qualified jumpers, subject to equipment and personnel availability.

B. DELETED

C. Tenant shall have in place prior to each Season, a Standard Operating Procedure (SOP) containing a detailed description of the operation protocol and safety measures to be followed by Tenant and members of the public. Annually a copy of this SOP shall be provided to the District for review. The District shall have the right but not the obligation to provide comment. Following annual review, the SOP shall become a part of this Lease and become an enforceable covenant under this Lease. If any portion of the SOP is not approved by the District, it shall be revised by Tenant and resubmitted to meet the District's standards as outlined in Truckee Tahoe Airport District Policy 504.1.

D. Tenant must perform all services to the highest safety standards set forth by the United States Parachute Association (U.S.P.A.), the District, and all applicable governmental and regulatory agencies. Tenant's Operations Manager shall ensure that each aircraft will be equipped with an air-to-ground radio capable of the local UNICOM frequency. The District strongly encourages the equipage and use of a Mode A/C or S Transponder whenever practicable in the interest of flight safety. Nothing stated above relieves the jump pilot, employees, agent, independent contractor from his responsibilities for the safe operations of his aircraft under FAA Regulations.

E. Tenant shall insure that only certified and qualified personnel provide skydiving and parachute rides, instruction services for the general public and provide skydiving jump authorization to qualified jumpers, subject to equipment and personnel availability.

F. Tenant may provide telephone service to the Premises and may provide a telephone message board for customers.

G. Tenant shall abide by the rules and regulations of the Federal Aviation Administration and the District at all times. Any violation of these regulations may be cause for a temporary halt to all operations until Tenant is in compliance. Repeated violation of these regulations may be cause for termination of this Lease.

H. Tenant shall be eligible for the District FBO Fuel Discounts for jump planes only at the sole discretion of the Airport General Manager. No "Self Fueling"

will take place without the express written permission of the District. The District may provide (for a fee of \$250 per season) a tank and pump unit to facilitate operations for the tenant's jump planes only. The tenant shall pay for fuel when the tank is filled, shall provide an SOP for operations and safety, and shall not sell or otherwise dispense fuel to other than tenant jump planes.

I. DELETE

J. DELETE

K. Tenant shall provide annually to the District a list of emergency contacts and/or responsible parties for the Tenant, along with a list of its Owners and Operators.

L. Tenant shall provide annually to the District a list of rates and charges for services rendered pursuant to this Lease.

M. DELETE

**4. TERM.**

A. The term of this Lease shall be for four (4) years commencing on September 1, 2015 and ending on April 30, 2019 unless terminated pursuant to any provision hereof. The term also includes one four (4) year option for extension if both parties are mutually agreeable to any District rent/term adjustments. If the tenant wishes to exercise this option, notification must be provided in writing to the District no more than 150 days and no less than 60 days before the expiration of the lease.

B. Operational use of the Premises shall not exceed March 1-October 15 of each year, herein called the "Season". Tenant shall notify the District in writing by March 1 of each Season with start and end date for the Season. Tenant shall be responsible for its improvements to the Premises throughout the year and the entire lease term. With the exception of the improvements, Tenants shall not otherwise be responsible for the Premises during the non-Season.

C. Upon mutually agreeable renewal of this lease (2019) the District reserves the right to reconfigure the premises for alternative uses. This will be reviewed on a seasonal basis and the District will notify Tenant in writing by January 15 of each year if it chooses to reconfigure the premises. The lease rate will be renegotiated based on any changes in the site configuration.

**5. RENT.** Tenant agrees to pay as rent for the premises the following sums:

A. Tenant agrees to pay District as a minimum basic rent that is calculated on the following factors:

(1) Monthly base rent, \$232.00 in 2015, paid monthly due on the first day of each month during the operating season. Partial months will be billed at a pro-rated amount.

(2) An annual access permit fee to offset the charge levied on the District for use of the Corps of Engineer road. As of May 1, 20013 this charge is \$375.00 and shall be paid at the beginning of the season.

(3) An annual fee for use of the District owned mobile refueler. As of May 1, 2016, this charge shall be \$250 and shall be paid at the beginning of each season.

(4) A Market Value Alignment Escalation (1%) shall be applied annually to the CPI adjusted rent.

B. Tenant shall pay to District as additional rent a cost of living increase applied to the annual base rent and computed annually as follows: On May 01 each year, the monthly rent shall be computed by adding to the then current monthly rent an amount obtained by multiplying the then current monthly rent by the percentage by which the level of the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, West-B/C (cities of less than 1,500,000 population). All items (December 1996 = 100), as reported for the month of March just preceding said May 01, has increased over its level on the preceding March, rounded to the next highest whole dollar. (For example, if an agreement were entered into in May 1997 at \$100 per month initial rent and the percentage change in

the index between March 1997 and March 1998 were 3.3%, the rent would be adjusted by adding \$100 x 3.3%, or \$3.30, to the \$100 rent, for a total rent of \$104.00 on May 01, 1998.) The amount thus derived shall be the monthly rent for May and each succeeding month during the next one (1) year term and shall be adjusted accordingly for each succeeding annual period, provided that the monthly rent shall in no event be less than the rent imposed at the beginning of the original term. In the event that the defined index is not available as of May 01, the consumer price adjustment shall be computed as soon as such index is available, and the rent shall be retroactively adjusted to said May 01. In the event no index is published for March, the index used shall be that for the next succeeding month which is published and an adjustment shall be made based thereon annually.

C. Tenant shall also pay:

- (1) all taxes, assessments, license fees and charges levied or assessed upon Tenant's use of the premises, including but not limited to any possessory interest tax, and additionally on all furniture, furnishings, fixtures, machinery and equipment in, on or about the premises
  - (2) all costs and expenses for repair or maintenance of the premises; and,
  - (3) all costs and expenses for any increase in District's fire or liability insurance relating to Tenant's use of the premises.
  - (4) all cost and expenses for repair to the mobile refueler due to negligence, misuse or abuse.
- District shall bill to Tenant additional rent as specified hereunder with the monthly statement for minimum basic rent immediately following the month in which District incurs any obligation relating to additional rent as defined in this Section 5C.

- D. All rent set forth in this Section 5 shall be due and payable at the times specified herein above, to District's principal place of business at 10356 Truckee Airport Road, Truckee, California 96161. If Tenant shall fail to pay, when the same is due and payable, any amounts due pursuant to the terms of this Lease, such unpaid amounts shall bear interest at five percent (5%). In addition to such interest, if Tenant shall fail to pay any monthly installment of the minimum basic rent by the tenth (10th) day of the month such installment is due, a late charge equal to ten percent (10%) of the monthly installment of the minimum basic rent shall be added to that installment and shall be due and payable from the Tenant to the District.

6. **SECURITY DEPOSIT.** \$928

7. **HOURS OF OPERATION.** Tenant agrees that conditions and weather permitting, it will be open and available for business during daylight hours seven (7) days a week during the Season. The District reserves the right to subject to Federal Regulation to suspend operations in times of peak aeronautical activity when it is anticipated that a delay of fixed wing aircraft traffic may occur.

8. **COMPLIANCE WITH LAWS.** Tenant shall, at Tenant's expense, comply promptly with all applicable federal, state and local statutes, ordinances, rules, regulations, orders, policy instructions and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises.

9. **CONDITION OF PREMISES.** Tenant has inspected the Premises and hereby accepts the Premises in its as is condition existing as of the date of the execution hereof. District does not warrant or guarantee Premises in the condition required by applicable laws for the intended use of the Premises. It is the Tenant's sole obligation to render the Premises in an operable condition to comply with all applicable federal, state, and local laws, ordinances and regulations governing and regulating the use of the Premises. Because the Premises have not yet been constructed, Tenant is advised, pursuant to Civil Code Section 1938 that the Premises have not been inspected by a Certified Access Specialist. Likewise, there is no Energy Star Portfolio Manager

benchmarking data and rankings provided to the United States Environmental Protection Agency that can be disclosed to Tenant pursuant to Public Resources Code section 25402.10.

**10. MAINTENANCE AND REPAIRS.**

**A. TENANT'S OBLIGATIONS.**

- i. Tenant shall during each Season in the term of this Lease, make all repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to the District. District shall incur no expense nor have any obligation of any kind whatsoever in connection with the maintenance of the Premises. District may, at any time, inspect the Premises.
- ii. Tenant shall keep the runways and taxiways free of Foreign Objects and Debris (FOD) generated by their operations.
- iii. On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to District in the same condition as when received, except as provided in Section 11.E..

**B. DISTRICT OBLIGATIONS AND RIGHTS.**

- i. District shall maintain the public access to the leased Premises during the Season, as defined in Section 4.B. District shall not remove any aircraft from the Premises, without District's reasonable good faith attempt to obtain Tenant's or aircraft owner's request and supervision.
- ii. If Tenant fails to maintain and repair the Premises as required herein, District may at its option (but shall not be required to) enter upon the Premises, after ten (10) days prior written notice to Tenant, and put the same in good order, condition and repair, and the cost thereof shall become due and payable as additional rental to District on the first day of the following month.
- iii. District shall not be responsible for the improvements to the Premises during the non-Season.

**11. ALTERATIONS AND ADDITIONS.**

- A. Tenant shall not, without District's prior written consent, make any alterations, improvements or additions on or about the Premises. Further, Tenant agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Premises without prior written approval by the District.
- B. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Tenant shall give District not less than ten (10) days notice prior to the commencement of any improvement work in the Premises, and District shall have the right to post notices or non-responsibility in or on the Premises as provided by law.
- C. Unless District requires their removal, and Tenant has not removed within 30 calendar days, all alterations, improvements, and additions which may be made in the Premises shall become the property of District and remain upon and be surrendered with the premises at the expiration of the term, subject to the provisions of Section 11.E Notwithstanding the provisions of this Paragraph, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.
- D. Trade Fixtures and Other Personal Property. Tenant shall have the right at any time at Tenant's

sole cost and expense, to install on the Premises such items herein called "trade fixtures" for use in Tenant's trade or business as Tenant may, in Tenant's sole discretion, deem advisable. Any and all such trade fixtures that can be removed without structural damage to the Premises shall remain the property of Tenant and may be removed by Tenant at any time prior to the termination of this Lease. Tenant shall, at Tenant's expense, immediately repair any damage occasioned by reason of the removal of any such trade fixtures. Any trade fixture not removed from the Premises upon the termination of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of District.

- E. Building and Water System. Upon the termination of this Lease, Tenant may remove the building and water distribution system from the Premises on the condition that the Premises is restored, at Tenant's sole cost and expense, to its pre-improvement condition, including but not limited to the removal of any improvement carried out by tenant, and debris, and the closure of any tenant created well in accordance with applicable law, if requested by the District. Restoration of the Premises to its pre-improvement condition shall also include re-vegetation at the Premises with native plants.

12. PERSONNEL. Tenant agrees that all of its personnel or agents performing services hereunder shall be neat, clean and courteous, and Tenant shall not permit its personnel or agents to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner. Tenant's personnel working in the service areas such as the flight line and maintenance areas shall wear clean and presentable attire consistent with their position in the organization and acceptable to the District. Tenant further agrees that consumption of alcoholic beverages and ANY illegal substances shall not be permitted by anyone, including Tenant's employees, customers, owners, agents, independent contractors, or visitors, on the Premises.

13. SIGNS. Tenant shall be entitled to have on the Airport property, signs identifying Tenant's business. Tenant shall obtain District's approval of the design of the sign prior to installation of the sign. All signs shall conform with all federal, state and local laws, rules, regulations and ordinances.

14. TENANT'S USE OF FACILITIES. Tenant shall have the right to the nonexclusive general use of all public airport facilities and improvements. The right to use said public airport shall be exercised subject to all federal, state, and local rules and regulations.

15. AIR SHOW. Tenant acknowledges that the District may conduct an Air Show and open house that serve to display the facilities and services of the Airport. Tenant acknowledges that such an Air Show is beneficial to Tenant and to the District, and Tenant agrees to cooperate with the District in conducting an Air Show should the District wish to pursue one and Tenant agrees not to inhibit any Air Show activities.

16. INSURANCE. The limits of insurance, herein set forth, shall not limit the liability of Tenant hereunder. If the Tenant shall fail to procure and maintain said insurance, the District may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

- A. LIABILITY INSURANCE. Tenant at its sole cost and expense, shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring District and Tenant against any liability arising out of the ownership, use occupancy, operation and/or maintenance of the Premises, and all areas appurtenant thereto. Said insurance shall specifically insure the performance by Tenant of the indemnity agreement set forth in Section 17 of this Lease. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000.00) combined single limit liability for bodily injuries and property damage. Tenant shall also carry one million dollars (\$1,000,000.00) combined single limited liability for bodily injury and property damage covering the operation of the jump plane and instructors used in the business.

B. **INSURANCE POLICIES.** Insurance required hereunder, shall be with companies acceptable to the District and licensed to do business in California. All insurance policies shall name District as an additional insured, protect District against any legal costs in defending claims, and shall not be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to District. Tenant shall deliver to the District copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to District. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to herein. Policies referred to herein must be in District's possession prior to commencement of any skydiving operations, and prior to the first day of said Season.

17. **INDEMNITY.** Tenant agrees to protect, indemnify and save harmless District against and from any and all claims, loss, damage, or liability (including reasonable attorneys' fees) arising from the use or possession or condition of the Premises, improvements, building, equipment, and the personal property or arising from any breach or default on the part of Tenant pursuant to the terms of this Lease, or arising from any strict liability imposed on Tenant or arising out of any act of negligence of Tenant or any of his agents, employees, or successors occurring during the Lease term, but Tenant shall not be liable for damage or injury occasioned by District's failure to comply with its obligations hereunder or by reason of the sole negligence of District, its directors, officers, agents, employees, or successor.

18. **DAMAGE OR DESTRUCTION.** If the Premises, or the building in which the Premises are located, shall be destroyed by fire or other cause, or be so damaged thereby that fifty percent (50%) or more of the Premises become untenable and cannot be rendered tenantable within one hundred twenty (120) days from the date of the injury, this Lease may be terminated by the District or Tenant. In the event of such termination, District shall not have any liability to Tenant for the remaining term of the Lease. In the event of such damage whereby less than fifty percent (50%) of the Premises becomes untenable, this Lease shall continue in full force and effect, Tenant shall forthwith repair the damage. Tenant shall not be entitled to any compensation or damages from District for the loss of the use of any part of the Premises, damage to Tenant's personal property, or for inconvenience or annoyance occasioned by such damage or the repair thereof.

19. **CONDEMNATION.** If any part of the Premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rent payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after condemnation bears to the value of the entire Premises condemned. If all of the Premises, or such part thereof is taken or condemned so there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. Upon any such condemnation, District shall receive the entire award or other payment for the value of the building, improvements and fixtures taken, and Tenant shall not receive any part of the award for the value of any fixtures or improvements or for the value of the remaining term of this Lease.

20. **HAZARDOUS / TOXIC WASTE.** Other than approved agricultural chemicals, i.e., insecticides, pesticides, herbicides, and fungicides applied in accordance with all applicable regulations, Tenant shall not allow release of hazardous substances in, on, or under or from the Premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances, hazardous materials and toxic substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances, including gasoline, diesel fuel, motor oil, and propane.

In the event of any release of a hazardous substance, Tenant shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

Tenant agrees to assume the defense of, indemnify and hold the District harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Tenant's operations on the Premises, including, but not limited to, costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If Tenant knows or has reasonable cause to believe, that any hazardous substance has been released on or beneath the Premises, Tenant shall give written notice to the District within ten (10) days of receipt of such knowledge or cause for belief. Provided however, if Tenant knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, Tenant shall notify the District immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. Tenant will notify the District immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises. In addition, Tenant and Tenant's subtenants shall not utilize or sell any hazardous substance on the property without the prior written consent of the District.

**21. UTILITIES.** Tenant shall pay for or supply all water, gas, electric, sewer, trash disposal, telephone and other utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by District of all charges jointly metered with other premises. Tenant shall separately contract for trash disposal with the local refuse company and shall provide sufficient receptacles to maintain the site in an orderly condition. Such utility payments made to District shall be considered additional rent due under this Lease. District shall not provide snow removal to the Premises during the non-Season. Tenant shall be responsible for snow removal to the Premises during the non-Season if it requires access to the Premises.

**22. ASSIGNMENT AND SUBLETTING.** TENANT shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber, or dispose of this Agreement or any estate or right created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises. Any attempt to transfer this Agreement from TENANT by merger, consolidation, or liquidation, or the sale, conveyance, transfer by bequest or inheritance, or other transfer of a controlling interest in TENANT shall constitute a default and termination of the agreement.

**23. DEFAULTS.** The occurrence of any one or more of the following events shall constitute an "Event of default" and breach of this Lease by Tenant:

- A. If Tenant shall make an assignment for the benefit of its creditors; or
- B. If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, of any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, and if such proceeding shall not be dismissed within sixty (60) days after the institution of the same, except that such time shall be extended while such proceeding is being diligently defended against by Tenant; or, if any such petition shall be so filed by Tenant; or
- C. If, in any proceeding, a receiver or trustee is appointed for all or any portion of Tenant's property, and such receiver or trustee shall not be discharged within sixty (60) days after his appointment, except such time shall be extended while such proceeding is being diligently defended against by Tenant; or
- D. If Tenant shall fail to pay when due any rent due hereunder, and such failure shall continue for ten (10) days after written notice to Tenant; or

- 381 E. If Tenant shall fail to pay any additional rent or other charge or sum required hereunder, and such  
382 failure shall continue for ten (10) days after written notice to Tenant; or  
383 F. If Tenant shall fail to perform or observe any other requirement of this Lease and such failure shall  
384 continue for ten (10) days after written notice to Tenant, except if Tenant has commenced and is  
385 diligently proceeding to cure the same.  
386 G. The attachment, execution or other judicial seizure of substantially all of Tenant's assets located  
387 at the Premises or of Tenant's interest in this lease, where such seizure is not discharge within thirty  
388 (30) days.  
389

390 **24. REMEDIES.** In the event of any such Event of Default or breach by Tenant, District may at any time thereafter,  
391 with or without notice or demand and without limiting District in the exercise of any other right or remedy which  
392 District may have hereunder by law by reason of such default or breach, have the following rights and remedies:

- 393 A. Though Tenant has abandoned the Premises, the Lease shall continue in effect unless District  
394 elects to terminate Tenant's right to possession by written notice. District may enforce all of its rights  
395 and remedies under the Lease, including the right to recover rent as it becomes due. In no event shall  
396 District's acts of maintenance or preservation of the Premises, or the appointment of a receiver upon  
397 the initiative of District to protect its interest under this Lease, be deemed to constitute a termination  
398 of Tenant's right to possession. District may take any action whatever provided herein, or as permitted  
399 by law, without terminating this Lease, and this Lease shall continue in full force and effect until and  
400 only if District gives to the Tenant written notice of District's election to terminate this Lease.  
401 B. District may elect, by written notice to Tenant, to terminate this Lease at any time after the  
402 occurrence of an Event of Default and, in such event District may, at District's option, declare this  
403 Lease and Tenant's right to possession terminated, re-enter the Premises, remove Tenant's property  
404 therefrom at Tenant's expense, eject all persons from the Premises, and recover damages from  
405 Tenant as hereafter provided, as permitted by law. If re-entry is made after abandonment by Tenant,  
406 District may consider any property belonging to Tenant and left on the Premises to have been  
407 abandoned. District may utilize or dispose of such property without liability. Any such re-entry shall  
408 be permitted by Tenant without hindrance and District shall not thereby be liable in damages for such  
409 re-entry or be guilty of trespass or forcible entry.  
410 C. In the event District elects to terminate this Lease and Tenant's right to possession in accordance  
411 with Section 24.B., or the same are terminated by operation of law, District may recover as damages  
412 from Tenant the following:  
413 i. Unpaid rent or other sums due hereunder which had been earned at the time of  
414 termination of this Lease; and  
415 ii. Any other amounts, including attorneys' fees and court costs, necessary to compensate  
416 District for all detriment proximately caused by Tenant's default and/or failure to perform  
417 Tenant's obligations under this Lease, or which in the ordinary course of things would be likely  
418 to result therefrom.  
419 D. Efforts by District to mitigate damages caused by Tenant's breach of this Lease shall not constitute  
420 a waiver of District's right to recover damages under the foregoing provisions. Nothing herein affects  
421 the right of District to indemnification for liability arising prior to the termination of this Lease for  
422 personal injuries or property damage as may be provided elsewhere in this Lease.  
423 E. The foregoing remedies of District shall be cumulative, or alternative, as District determines, and  
424 shall be in addition to all rights and remedies now and hereafter provided or allowed by law.  
425

426 **25. DEFAULT BY DISTRICT.** District shall not be in default unless District fails to perform obligations required of  
427 District within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to  
428 District specifying wherein District has failed to perform such obligation; provided, however, that if the nature



of District's obligation is such that more than thirty (30) days are required for performance then District shall not be in default if District commences performance within such 30-day period and thereafter diligently prosecutes the same completion.

**26. GENERAL PROVISIONS.**

- A. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.
- B. SALE OF PREMISES BY DISTRICT. In the event of any sale or exchange of the Premises by District and assignment in connection therewith by District of this Lease, District shall be entirely freed and relieved of any liability contained in or derived from this Lease with respect to any act, occurrence or omission relating to the Premises or to this Lease occurring after the consummation of such sale or exchange.
- C. TIME OF ESSENCE. Time is of the essence.
- D. CAPTIONS. Articles and paragraph captions are inserted for convenience of reference only, and are not a part of this Lease.
- E. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by certified mail, addressed to District and Tenant respectively at the addresses set forth after their signatures at the end of this Lease.
- F. TERMINATION. This Lease may be terminated upon one hundred eighty (180) days written notice by either party.
- G. WAIVERS. No waiver by District of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. District's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of District's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by District shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of District's knowledge of such preceding breach at the end of time of acceptance of such rent.
- H. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- I. CORPORATE AUTHORITY. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.
- J. REQUIRED/RECOMMENDED PROVISIONS. District is required by Federal law to comply with certain regulations, and provide specific inclusion in all leases and agreements, as set forth in Addendum 1. Addendum 1, in its entirety shall become part of this Lease.
- K. SUCCESSORS AND ASSIGNS. This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of each of the parties hereto, except as limited by Section 22 hereof relating to limitation on assignment.
- L. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Lease which are not fully expressed herein. The provisions of this Lease may be waived, altered, amended or repealed in whole or in part only upon the written consent of all parties to this Lease.
- M. GOVERNING LAW. The construction of this Lease, and the rights and liabilities of the parties

hereto, shall be governed by the laws of the State of California. Venue shall be in Placer County or Nevada County, California.

N. ENTIRE UNDERSTANDING/AMBIGUITIES. This Lease contains the entire understanding of the parties. Tenant, by signing this Lease, agrees that there is no other written or oral understanding between the parties with respect to the Premises. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Lease itself. Each of the parties in this Lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Lease. The failure or refusal of any party to read the Lease or other documents, inspect the Premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Lease will be valid unless it is in writing and signed by all parties. Ambiguities in this Lease, if any, shall not be construed against the drafting party.

O. INSPECTION OF RECORDS. Tenant agrees to make any and all records available to District for inspection at all reasonable times, so that District can determine Tenant's compliance with this Lease. Only records relevant to determining compliance with the Lease shall be requested. These records and accounts shall be made available by Tenant at the Leased Premises and will be complete and accurate showing all income and receipts from use of the Premises. Tenant's failure to keep and maintain such records and make them available for inspection by District is a breach of this Lease and cause for termination. Tenant shall maintain all such records and accounts for a minimum period of five (5) years.

500 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Truckee, California.  
501  
502

503 TRUCKEE TAHOE AIRPORT DISTRICT: SKYDIVE TRUCKEE LAKE TAHOE (Tenant):  
504  
505

506 By: \_\_\_\_\_  
507 John Jones, President of the Board  
508  
509

By: \_\_\_\_\_  
Mike Swanson  
PO BOX 178  
Truckee, California 96160

510 By: \_\_\_\_\_  
511 Kevin Smith, Secretary to the Board  
512

513 10356 Truckee Airport Road  
514 Truckee, California 96161  
515 530-587-4119  
516

ADDENDUM 1  
STANDARD AIRPORT LEASE / AGREEMENT PROVISIONS  
REQUIRED OR RECOMMENDED BY THE FEDERAL AVIATION ADMINISTRATION

This Addendum 1 is attached to and made part of the Truckee Tahoe Airport District Airport Agreement (the "Lease") dated as of September 1, 2015, in which the Truckee Tahoe Airport District (the "District"), a California special district, agreed to lease real property to **Tenant**. In the event of any conflict between this Addendum 1 and the body of the Lease, this Addendum shall control.

1. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of and exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
2. Nondiscrimination. Tenant agrees for himself, his heirs, personal representations, successors in interest and assigns, as part of the consideration hereof, not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Tenant's use of the Premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
3. Disabled Access Compliance. Tenant agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities. Tenant's compliance shall include but not necessarily be limited to the following:
  - A. Tenant shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - B. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of services, programs, or activities of Tenant.
  - C. Tenant shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
  - D. Tenant shall include language in any sublease agreement which indicates the subTenant's agreement to abide by the foregoing provisions. Tenant and subtenant's shall be individually responsible for their own ADA employment programs. Tenant understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.
4. Drug-free Workplace. Tenant shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988 and amended thereto by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
  - A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace.
    - ii. The Tenant's policy of maintaining a drug-free workplace.
    - iii. Any available drug counseling, rehabilitation, and employees assistance programs.
    - iv. The penalties that may be imposed upon employees for drug abuse violations.

5. District reserves the right (but shall not be obligated to Tenant) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.
6. District reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interferences or hindrance.
7. District reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of District would limit the usefulness of the Airport or constitute a hazard to aircraft.
8. During time of war or national emergency District shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the District. If any such agreement is executed, the provisions of the instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
9. It is understood and agreed that the rights granted by this lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
10. There is hereby reserved to District, its successors and assigns, for the use and benefit for the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
11. The Lease shall become subordinate to provisions of any existing or future agreement between the District and the United States of America, or any agency thereof relative to the operation, development, or maintenance of the District, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the District .

Executed this 1<sup>st</sup> Day of September 2015, at Truckee, California.

TRUCKEE TAHOE AIRPORT DISTRICT

By: \_\_\_\_\_  
John Jones, President of the Board

By: \_\_\_\_\_  
Mike Swanson

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**Letter of Agreement by the Truckee Tahoe Airport District between, Soar Truckee, Inc./Truckee Tahoe Soaring Association (TTSA) and Mike Swanson D.B.A. Truckee Lake Tahoe Skydive (Skydive) and the Truckee Tahoe Airport District.**

All parties signatory to this letter of agreement acknowledge the items listed here as critical to the safe operation of the airport and each individual aeronautical activity.

The parties hereto acknowledge the binding nature of this letter with respect to individual operating permits, leases, agreements, and authorization to operate.

Soar Truckee, Inc./Truckee Tahoe Soaring Association (TTSA) and Truckee Lake Tahoe Skydive (Skydive) will be operating adjacent facilities at Truckee-Tahoe Airport District (District)

The parties hereto acknowledge that both activities, respective to each party, Skydiving and Soaring/Glider Activity, are recognized as equal aeronautical activities governed by Federal Regulation and in part by the agreements under the authority of the Truckee Tahoe Airport District.

TTSA and Skydive will work cooperatively to ensure safe ground and aerial aircraft/people movements and will, at the beginning of each season, confer with the other party as to intended operations and exchange SOPs. If any individual operation changes, the respective party will advise the other of the intention before the action is implemented. Prior to February 28th of each year TTSA and Skydive will exchange intended SOP's and will work collaboratively to resolve any issues; prior to April 30th, both organizations will submit their intended SOP's to District for its review.

The parties hereto acknowledge that both activities have an impact on the surrounding community from an annoyance and overflight perspective and that the District strives in every way possible, and requires commercial operators to take whatever reasonable and safe steps allowed to reduce community annoyance.

TTSA will ensure all pilots with soaring flights originating from the Truckee Tahoe Airport read and sign the TTSA SOPs. Skydive will ensure that all non-employee parachutists read and sign the Skydive SOPs. Both TTSA and Skydive agree that non-employee clients who violate the SOPs are a threat to the safety of all concerned and will take appropriate action.

Both parties agree to include, in a primary way, the District in all conversations related to operational activity pertaining to shared airspace use, shared facilities, shared safety protocol, and shared communications protocol.

Both parties agree to allow the District to act as the primary arbiter, prior to FAA involvement, for minor competing aeronautical procedures that require discussion and cooperation.

The parties hereto agree to execute the following plans attached to this Letter of Agreement; communication plan, de-confliction plan, community annoyance reduction plan.

Truckee Tahoe Airport District

\_\_\_\_\_ Date \_\_\_\_\_

Soar Truckee, Inc./Truckee Tahoe Soaring Association (TTSA)

\_\_\_\_\_ Date \_\_\_\_\_

Mike Swanson D.B.A. Skydive Truckee Lake Tahoe

\_\_\_\_\_ Date \_\_\_\_\_



## Community Annoyance Mitigation Plan

The Truckee Tahoe Airport is a community airport that provides high quality aviation facilities and services to meet local needs, and strives for low impact on our neighbors while enhancing the benefit to the community-at-large. This mission underlies all airport activity. Commercial operators doing business with the Airport District or on District property must be resolved to uphold the same values and core mission. All company personnel and officers, agents, subcontractors or those under its control agree to comply with Airport District Noise Abatement Procedures, to include pattern of flights, pattern altitudes, and noise curfews.

Furthermore, Soar Truckee Inc. / Truckee Tahoe Soaring Association (TTSA) and Skydive Truckee Lake Tahoe agree to avoid flight over nearby residential areas consistent with safety and to make reasonable efforts to contain operations to the airfield and overlying airspace, thus minimizing impact to local residents. All parties agree to take whatever reasonable and safe steps allowed to reduce community annoyance. It is understood there is a variety of factors which influence the course and altitude of aircraft flying in this area; all parties agree to operate with the intent of minimizing impacts to the community.

If and when the District receives community annoyance associated with operations from Soar Truckee Inc. / Truckee Tahoe Soaring Association (TTSA) and Skydive Truckee Lake Tahoe all parties agree to discuss the circumstances of the events and to revisit current operational protocols with the intent of annoyance mitigation.

## KTRK COMMUNICATIONS PLAN

1. Objectives. To provide operations support to UNICOM, STI, and STLTl through a comprehensive communications net maintaining channels and open time for free flow of vital communication and information. The plan allows for standardization of simultaneous operations or individual operations.

### 2. Concept of Operations.

2.1. Tenant Lease Operation POCs. During flight operations, or related ground operations all airport entities will be on frequency (see table of frequencies) and available for prescribed primary means of contact (i.e. cell, LAN).

2.2. Land Mobile Radios (LMR). If used, LMRs are self-procured and primary operational and airport frequencies should be preset, if able.

2.3. LMR Use. The LMRs will be operationally tested via a radio check prior to commencement of all operations on a daily basis to ensure effectiveness. The LMRs will only be used as necessary and brevity will be maintained. All radio calls should be clear and concise. The less time spent on the LMR or designated UHF/VHF frequencies keeps communication channels clear for higher priority communications and emergency response.

2.4. Emergency Coordination. All emergency coordination will be coordinated with UNICOM and all situational awareness calls will be made when applicable to all additional entities on frequency.

### 3. Administration and Logistics

3.1. LMRs will be provided by each specific operation (i.e. KTRK, STI, STLTl, etc).

3.2. Below is a table of all operational channels/frequencies on LMRs at KTRK.

Channel	Frequency	Function
1	122.800	UNICOM Common Traffic Freq.
2	118.000	AWOS Weather and Field Conditions
3	123.300	Air to Air for Gliders
4		
5		
6		

3.3. Frequencies will not conflict with emergency operations (Fire, Police, Care Flight, etc.). These emergency response agencies will communicate exclusively with KTRK UNICOM and share the discrete KTRK maintenance radio LMR frequency for coordination.

3.4. UNICOM. KTRK UNICOM is the primary node of communications during normal airport operation hours. The phone numbers for UNICOM are 530 587 4119 EXT 100 only. The radio frequency is 122.800 The radio call-sign for UNICOM is "UNICOM."

3.5. Brevity Codes. The following brevity words will be used to the greatest extent to minimize time on frequency. However, when situation dictate “plain English” is the best choice for translating clear, concise, and correct communications.

<u>RADIO CALL</u>	<u>SIGNIFICANCE</u>
“ROGER”	I understand
“WILCO”	I will comply
“BREVITY”	Indicates current transmission is taking too long

3.6 Airport LMR Carrying Personnel/Operation.

<u>POSITION</u>	<u>LMR CALL SIGN</u>	<u>CHANNEL</u>
Soar Truckee Inc. OFFICE	Soar Truckee	122.800
Sky Dive Truckee Lake Tahoe OFFICE	Sky Dive	122.800
Jump Plane AIRBORN	Jump Plane	122.800
UNICOM ADMIN BUILDING	UNICOM	122.800

#### 4.0 Flight Operations Communications

4.1 Each flight operation will maintain an up to date radio frequency list and coordinate changes through UNICOM. Operations will utilize cell phone and/or LAN lines as back up options for communication with other flying operations and UNICOM.

4.2 STI and STLTI will coordinate with each other on a daily basis prior to commencing operations to include planned frequencies as well as a frequency operations check.

4.3 Each Operator will have on file with the Truckee Tahoe Airport District a current communication plan that summarizes basic radio calls used throughout the lifecycle of an average day of operation.

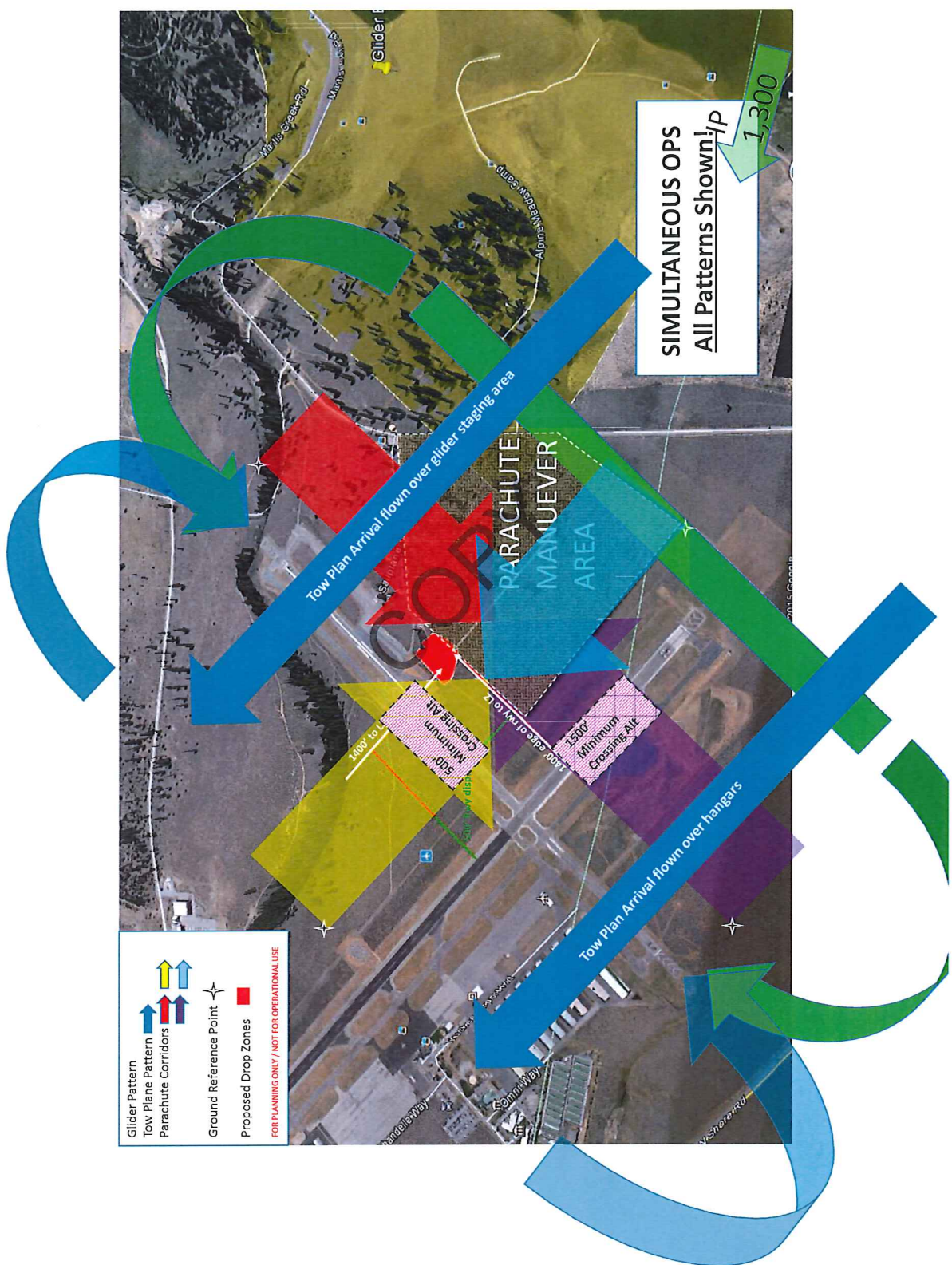
OPERATION	FREQUENCIES	PHONE #s
STI	122.800	(530) 587-6702
STLTI	122.800	
UNICOM	122.800	(530) 587 4119

## 5.0 Contingencies

5.1 All operations POCs will immediately report any and all communication issues/anomalies to UNICOM. When communications issues/anomalies impact airborne aircraft or parachutists, STI and STLTI will immediately contact each other to communicate the limiting factors and potential de-confliction impacts on operations.

5.2 Both operations will follow prescribed NORDO (NO RaDiO) plans for failure of in-flight radios, LMRs, and phone services.

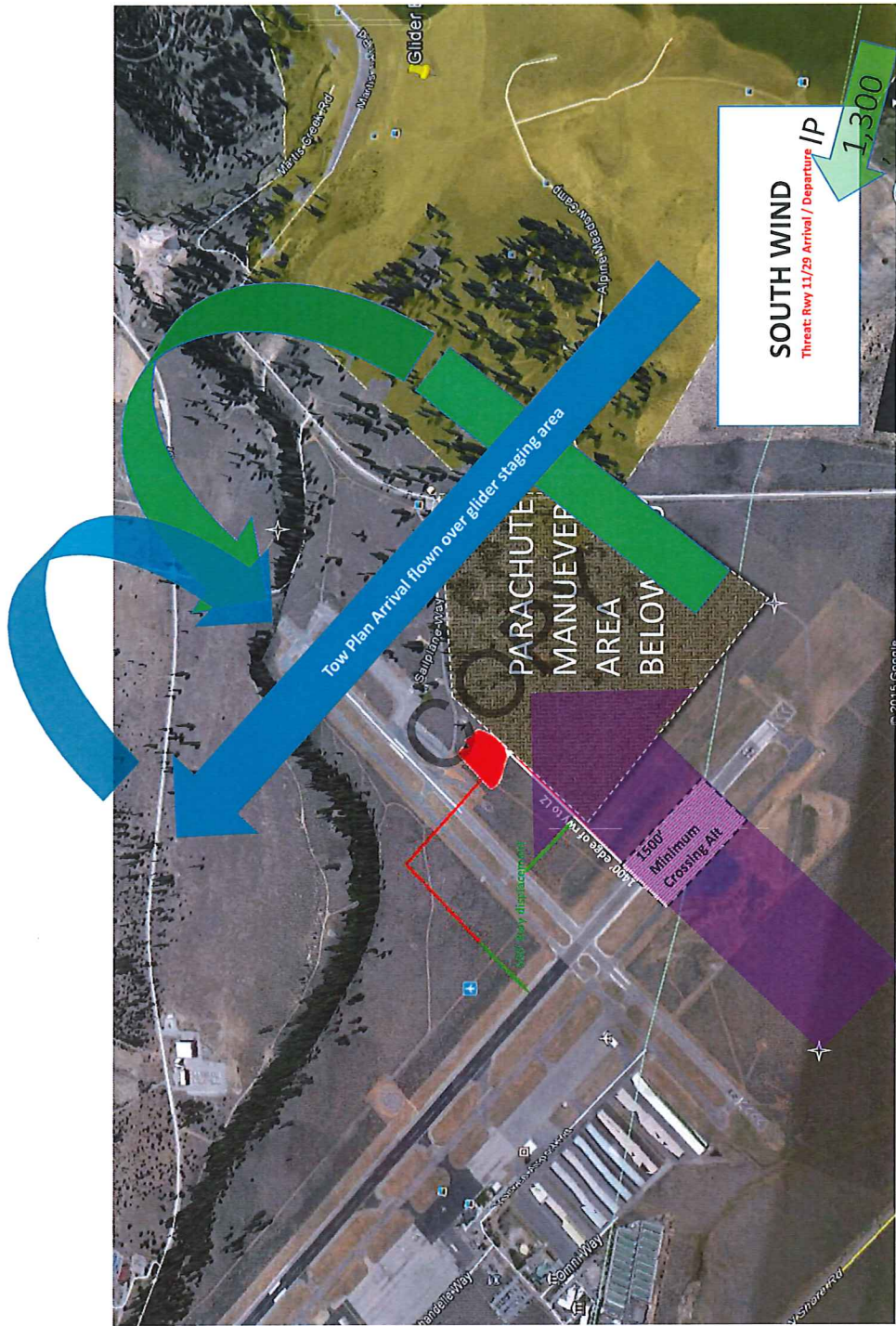
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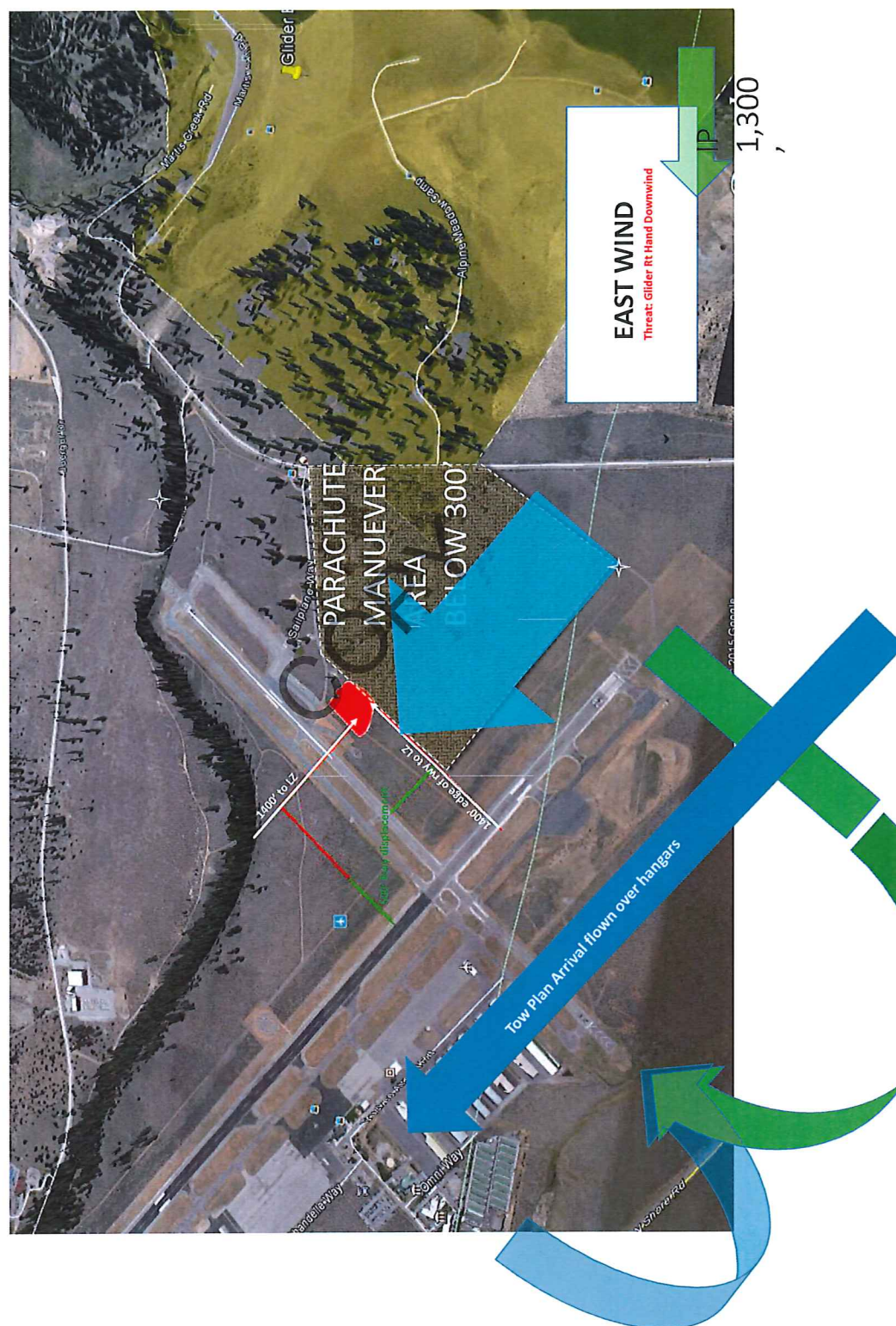
SIMULTANEOUS OPS  
All Patterns Shown! /p



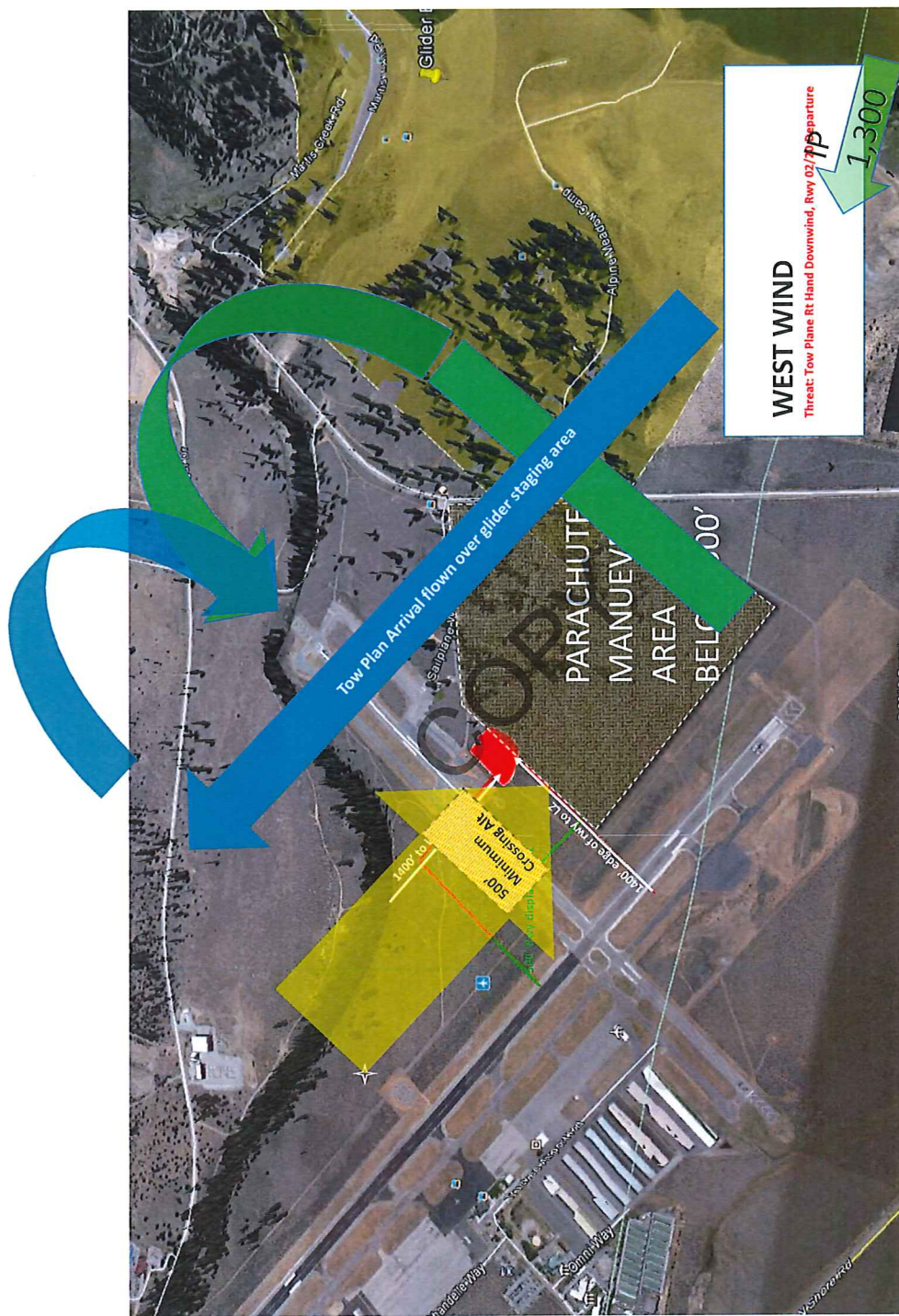








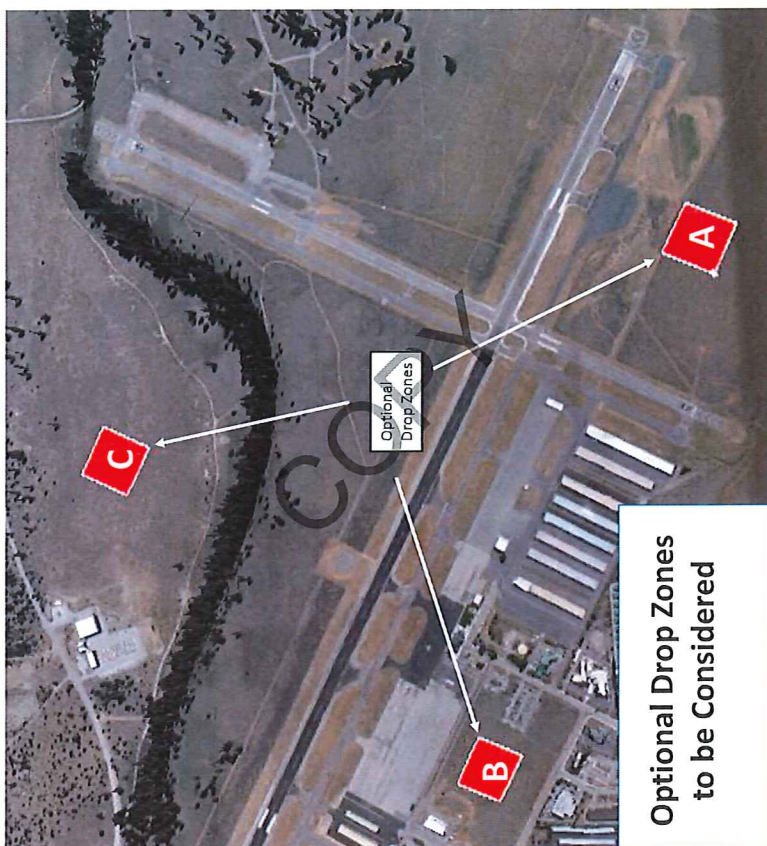




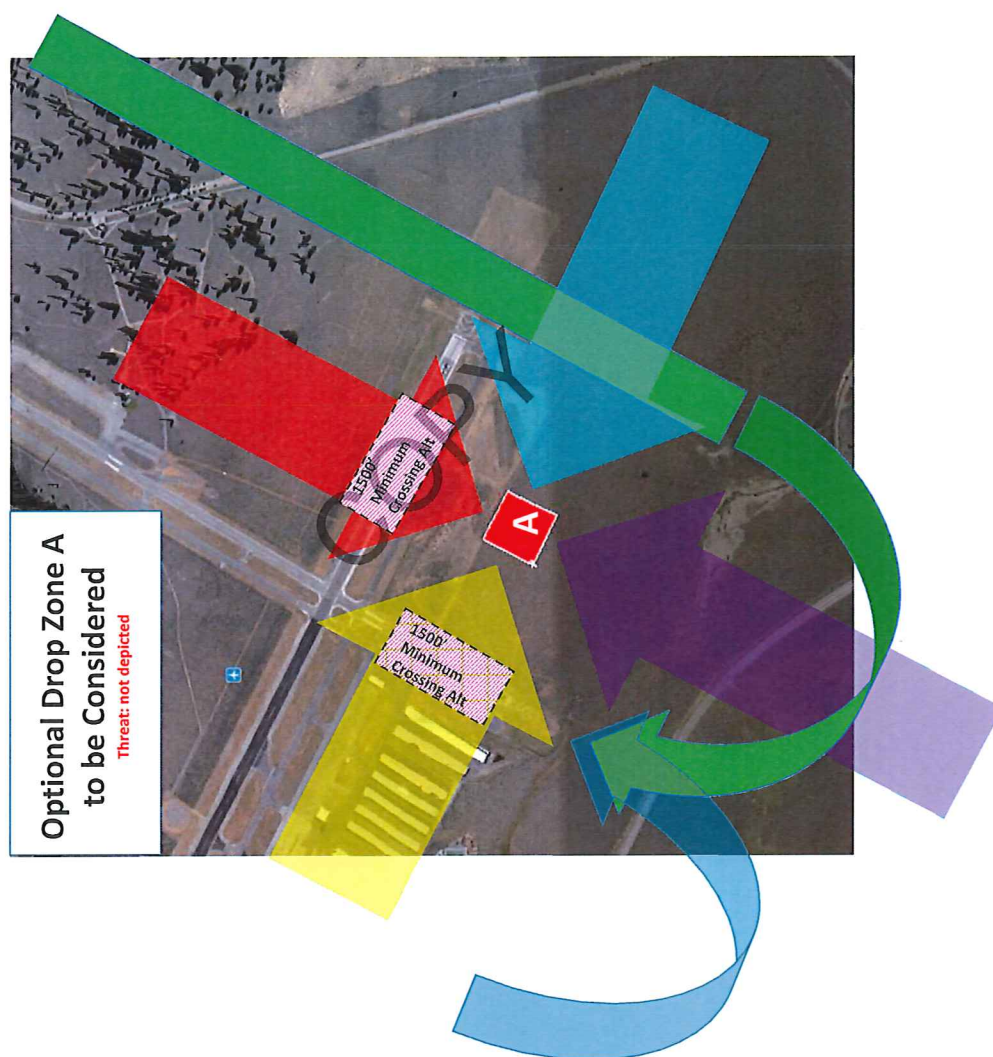




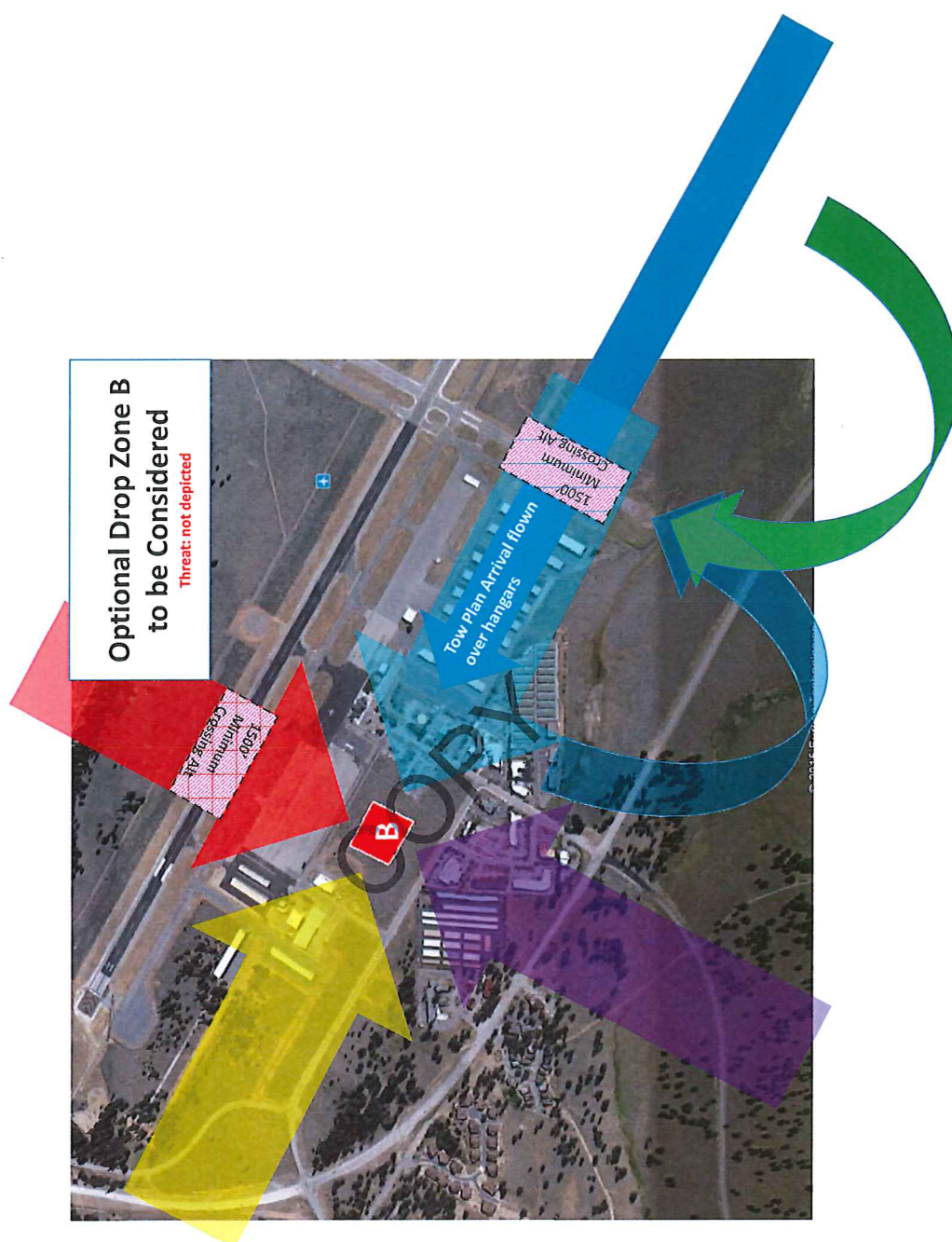


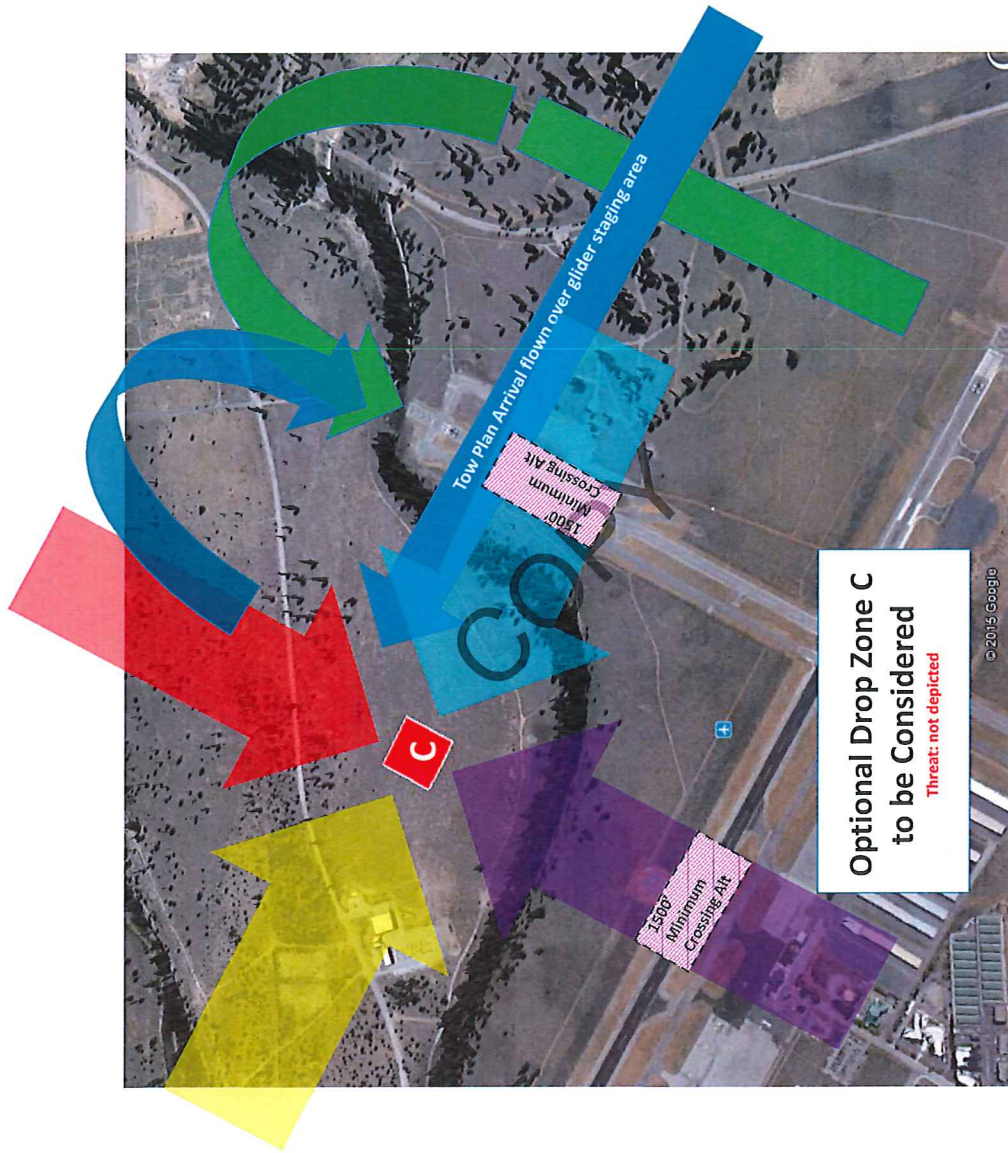


Optional Drop Zones  
to be Considered









## ***Skydiving Procedures:***

**Spring, 2015**

The aircraft used to fly skydivers to their exit altitude is a Cessna 206 with a 3 bladed prop. This aircraft will not be owned by the skydiving business. All operations will comply with the Fly Quiet Procedures set out by Truckee Tahoe Airport for VFR aircraft and will be carried out with minimizing noise in the area as a chief priority.

### ***Procedures will be as such:***

1. Skydivers proceed to the loading area.
2. Load organizer performs a safety check on all gear.
3. Pilot signals "ready to load" to the load organizer.
4. Aircraft boarding occurs.
5. All passengers fasten their seatbelts and secure their helmet straps. Instructors secure the two lower lateral straps from their Tandem Students to their own harness. All additional gear that can't be worn during take off will be secured to a seatbelt. Helmets will remain worn and gear secured during taxi, take off, and the climb to 1000 ft. AGL.
6. Pilot makes radio call advising take off and departure direction.
7. Aircraft takes off.
8. Pilot makes radio call to local traffic on Unicom advising climbing pattern over Boca reservoir and that there will be skydiving over the airport in 25 minutes.
9. Aircraft reaches 1000ft.
10. Jumpers unbuckle their seatbelts and helmets can be removed for the remaining climb to altitude.
11. Pilot will make radio call to the controlling ATC advising that he is climbing with jumpers and the advise of the intended jump altitudes.
12. ATC responds and communications are established.
13. ATC will provide a squawk code to the pilot.
14. 5 minutes before reaching each intended jump altitude, the pilot will make a radio call to ATC advising of the timing, altitude and location of the jump.
15. Immediately thereafter, Pilot makes a radio call on Unicom advising of the timing, altitude and location of the upcoming jump.
16. Pilot confirms clear air space.
17. Pilot will advise load organizer of time remaining until exit.
18. Load organizer advises jumpers of time remaining until exit.
19. Tandem Instructors attach the two shoulder attachment points and tighten the lower lateral attachment points.
20. Pilot turns the aircraft on to final run-in and signals the load organizer "2 minutes"
21. Pilot makes a radio call to ATC advising "2 minutes until skydivers away above Truckee Tahoe Airport".
22. Pilot makes a radio call to Unicom advising "2 minutes until skydivers away above Truckee Tahoe Airport".
23. Pilot confirms clear air space.
24. Jumpers exit.
25. Pilot makes a radio call to Unicom announces "Jumpers away over Truckee Tahoe Airport."
26. Tandem Skydivers will open parachutes at 5000 ft. AGL.
27. Experienced Skydivers will open parachutes no lower than 2500 ft. AGL.
28. Skydivers land.
29. The manifestor counts all parachutes and confirms it matches the jumper of jumpers on the manifest sheet.
30. Pilot makes a radio call to Unicom advising "All Skydivers on the ground."
31. Skydivers walk back to Skydive at Truckee Lake Tahoe base of operations.







## Welcome to Soar Truckee, Inc!

*Soar Truckee, Inc. (STI)* is a unique organization. It is not a Fixed Base Operator in the usual sense of the phrase as our goal is not profit making like a traditional corporation, but rather to provide a service to the flying community and general public. We do this through a combination of private glider launches, glider flight instruction, and by introducing the general public to soaring flight via commercial rides. STI should really be thought of as a broad-based non-profit association where all participants need to get involved with making the operation work most effectively, and everyone is safety-conscious.

Our mission statement is: *"To provide safe, efficient, and friendly soaring services, equipment and facilities for our shareholders, their families and our guests"*. We are glad you have chosen to fly with us and we look forward to a long, mutually rewarding relationship.

Thousands of operations, both glider and power, take place at Truckee each year, and deviations from accepted procedures can have serious consequences. These SOP's have evolved from the input of many capable people, FAA and airport regulations, years of experience, and common sense. The area around Truckee offers some of the best soaring in the country, and some of the most challenging. We hope that you have a thoroughly enjoyable, safe experience while you are here.

After reading these SOP's your signature will be required stating that you both understand the SOP's and will abide by them. We encourage you to ask questions and clarify any issues that you don't fully understand *before* signing your name. Failure to abide by any part of these SOP's may result in revocation of your flying privileges at Soar Truckee. **Items new for the 2015 season are highlighted in yellow.**

**Our primary goal is safety!**

### A. FLIGHT OPERATIONS

#### 1. GENERAL

**SAFETY MUST COME FIRST!** You are expected to understand and abide by our SOP's, all applicable FAR's, and airport regulations. Failure to do so may result in our refusal to tow or allow sailplane operation from our facility. *These SOPs are part of our lease.* We won't allow our lease with the Airport District to be jeopardized by irresponsible acts of commission or omission by any individual.

- ❖ Private/Club aircraft Liability Insurance – Proof of liability insurance must be submitted (annually) to STI for tow-launch privileges. Uninsured aircraft pose a residual risk to our operation in the event of a lawsuit.
- ❖ Initial check-out. If you are new to Soar Truckee, Inc. you must obtain an area familiarization session with an STI instructor (or another local, experienced pilot). The orientation will consist, at a minimum, of a ground orientation, and, at the sole discretion



of the STI instructor, an area check out. There will be no charge for the ground orientation. Should an area checkout be required, standard STI charges for the instructor's time, aircraft rental (if applicable), and towing will apply.

- ❖ Safe flying begins with a thorough preflight and a positive control check. Please do these before you get to the staging area. Please don't leave your glider unattended. Do your errands before you line up!
  - When you move your glider across the double yellow lines, you are on an active runway. You must be in, or get into your glider immediately.
- ❖ STI posts NOTAMs and the weather every day on the flight office window. As a pilot you are required to understand all conditions that could pertain to your flight before launch. If you don't understand a certain notation, ask.
- ❖ When landing, plan your approach while you have plenty of altitude. Manage your energy so that you can get your glider off the runway at the second or third turnoff. Do not turn off at the first turnoff (the one where the tow planes and gliders stage). After landing, you must clear the runway immediately. Consider this: often times all traffic, both glider and power, uses runway 20. Under those circumstances, a glider sitting on runway 20 effectively closes the airport until the runway is cleared.
- ❖ Be mindful of the implications of circling at pattern altitude at or near the "I.P." This is a potentially dangerous flight maneuver to you and other gliders, and may hold up launch operations. Use your radio to advise your intentions, but do not count on anyone hearing your call.
- ❖ WORKING RADIO ON 122.8 IS REQUIRED: The Truckee Tahoe airport can be a busy place. Traffic includes jet and sport plane activity. Not all aircraft operate with radios, which makes a continual visual watch and situational awareness necessary. Be aware of approaching and departing aircraft positions and intentions. Monitor 122.8 within ten miles of the airport per AIM 4-1-9(c), and certainly below 10,000 feet MSL. We *may* be able to loan you a radio if necessary.
- ❖ Under certain conditions (downwind takeoffs and high density altitude days are examples), we may ask that you tow from the far end of runway 20.
- ❖ Ballasted and powered gliders must operate from the far end of the runway without exception.
- ❖ **When landing, do not stop in the staging or launch areas.** Manage your energy so that you can roll beyond the launch pad to a turnoff. Don't stop on the runway if at all possible. **Clear the runway as soon as possible.**

## 2. OPERATIONS

**Pre-flight your sailplane, including radio checks, in the tie-down area.** It is suggested that you also do your positive control check at this time. Only then should you move your sailplane into the lineup for takeoff. Make sure you have a completed, *legible* tow ticket with all the





necessary information. Tow tickets are available in the office or from line personnel. Pilots must remain with their sailplane once it has been placed into the takeoff lineup! Please do not leave your glider unattended with the tail wheel dolly on at any time anyplace on the airport. Dust devils and/or wind can damage your glider and other gliders in the blink of an eye.

**You must have a working radio to fly at STI.** No launches will commence without direct radio communication between the tow pilot and the glider pilot. This will be strictly enforced! NEW SIGNAL: while in the pre-launch position, if you see the tow plane lower its flaps and/or rock its ailerons, or you get a "thumbs down" hand signal from the tow pilot, radio communication has not been established and you must immediately establish communication or you will be pulled from the launch position by staff. Please be aware the signal may also indicate an impending conflict and you will have to immediately release the towrope from your end so you can be moved off the runway.

**Once the glider has been moved over the runway holding line in the launch area, the pilot must be ready for takeoff.** Our line staff will help you push out for launch and can often do so with you already in your glider. Have your cockpit secured and complete your pre-launch checklist *before* towline hookup. Is your oxygen on?

- ❖ Our line staff will help you move your glider into position, but *you are responsible* for correct positioning and tail dolly removal. You assume full responsibility for help offered by your crew or Soar Truckee personnel.
- ❖ Establish radio contact with the tow plane *before* it starts to move into position. We ask that you do your radio check before getting in the takeoff lineup. Doing a radio check while on the launch pad is not acceptable.
- ❖ Your crew may run your wing only if they have read and are thoroughly familiar with the Soar Truckee SOP's regarding Line Person procedures. On occasion it may be necessary to help each other by running a wing if Soar Truckee staff isn't available. When the tow plane has taken the slack out of the line, call on 122.8 "Rope tight, glider \_\_\_\_\_ ready for takeoff. Call "Stop takeoff" if not ready.

Relay any instructions to the tow pilot via line personnel when you give them your tow ticket. This will keep radio traffic to a minimum. The tow pilot will make every effort to comply with your wishes subject to safety and traffic considerations. Use the radio to direct the pilot to your preferred heading or area once airborne. When practicing tow maneuvers, inform your tow pilot of your intentions by radio.

Upon tow release, turn right (after clearing your turn, of course), and immediately advise the tow plane "Tow plane \_\_\_\_\_ (identify your tow plane), glider \_\_\_\_\_ (identify your glider), off tow at \_\_\_\_\_ (say altitude). Be sure to identify your tow plane and your glider call sign as there may be more than one tow in progress at any given time.

**MOTORGLIDER TAKEOFF:** Motor gliders **must have operating radios** and are expected to utilize the same general procedures as the tow plane during their takeoff and climb out (**this means being aware of, and following, noise-sensitive takeoff procedures**). A motor glider will always stage and conduct its checkout and engine run-up in the run-up area, not on the runway. In the case of runway 19, this area is on the west side of the runway threshold. A properly



working radio is critical for safe motor glider operation. Prior to entering the runway environment, the motor glider will ensure that its radio is functioning, and that the pilot can properly monitor transmissions from other traffic despite engine noise. The motor glider is responsible for radio communication to ensure proper traffic separation.

- ❖ Prior to entering the runway environment, the motor glider pilot shall query for conflicting traffic, saying "Truckee traffic, motor glider (identify your motor glider) will be taking runway (identify the runway number, typically 20 for departure. Is there any traffic on base or final for runway (identify intersecting runway, typically 29)?" The motor glider pilot will look and listen carefully for any responses.
- ❖ The motor glider pilot shall then enter the runway, and announce "Motor glider (identify your motor glider) is rolling runway (identify the runway, typically one-nine), left turnout." During climb out, the motor glider shall fly a pattern similar to that flown by a tow plane utilizing the same runway to tow a glider.
- ❖ If the motor glider takeoff must be aborted for any reason, the motor glider pilot is expected to be able to safely execute this maneuver (see emergency procedures section above).

If the motor glider pilot has any questions regarding procedures, the pilot will receive satisfactory clarification from Soar Truckee personnel prior to operating.

### 3. LANDING PROCEDURES

Before landing, obtain weather information on 118.0 (AWOS). Monitor 122.8 (CTAF) and pace yourself so you can enter into a safe pattern sequence. Don't force your right-of-way over powered aircraft unless necessary. Gliders use a left hand pattern for runway 20 while power aircraft make right traffic for 20. Expect the unexpected.

On passing over the "lone pine tree" (initial pattern entry point for runway 20 at 7000 feet MSL, radio "Truckee traffic, glider \_\_\_\_\_ (identify your glider) entering left downwind for runway 20 at Truckee". This may seem a bit premature but is safe and reasonable considering our short landing pattern. The approach end of runway 20 may have downwash and/or turbulence, and there isn't a good alternative landing site if you come up short. Because of these conditions, it is **Highly Recommended** that you make your turn to base leg opposite the runway 20 threshold. **Landing short can be fatal.**

- ❖ When turning base, check for incoming power traffic and radio "Truckee traffic, glider \_\_\_\_\_ (identify your glider), turning left base to short final for runway 20 will stop short of 29 at Truckee".
- ❖ Plan your touchdown BEYOND the runway numbers. There is plenty of runway, and coming up even a little short on runway 20 can have serious consequences. After landing, **immediately clear the runway**. Manage your energy so that you can make one of the turnoffs. If for some reason you miss the turnoffs, push your glider off the edge of the runway between the runway lights and wait for help to retrieve your aircraft.
- ❖ Do not dump any water over the airport below 400 feet AGL





#### 4. CROSS COUNTRY

Soar Truckee guards 123.3 at the airport for any messages. **Please relay messages for other gliders if they are out of the area and can't reach Soar Truckee by radio. If you are going cross-country, please radio the STI office on 123.3 or a land line by 1630 letting us know your status. If you plan to arrive back at Truckee after 1730 hrs. (somewhat later on Saturdays), please make prior arrangements to have someone available to help you with your glider. For your safety, please be aware that STI may, at its sole discretion, contact the proper authorities (FAA, Sheriff, Civil Air Patrol) for any overdue aircraft not reporting its status by dusk of each day. This may result in a formal search and rescue operation. **Failure to follow the reporting procedure may result in loss of flying privileges at Soar Truckee.****

STI encourages cross-country flight, and we will make every effort to provide an aero retrieve, consistent with safety and our operational requirements. We cannot, however, perform or participate in "land" retrieves. Please make personal arrangements with your fellow glider pilots for land retrieves. Please also make every effort to advise the office of your land-out status. You should also carry a cell phone with the personal number of someone who will be at the airport base.

There can be no STI aero retrieves from Topaz or Herlong due to hazardous conditions. We might be able to aero retrieve from Sweetwater, but this is not guaranteed. There are also practical endurance limits to our retrieve abilities. Please check with the General Manager about potential retrieve locations.

**CROSS COUNTRY AND TRANSPONDERS:** In 2006 there was an accident where a jet aircraft and a sailplane met in the air over the Pine Nut mountains. In February 2009 there was a FAA-reported near miss in the Minden, NV area. While the current Federal Aviation Regulations do not require gliders to have transponders, many seasoned glider pilots are electing to install and fly with a transponder. **STI STRONGLY encourages all pilots flying outside of Truckee Valley to have and USE transponders, and to maintain radio contact with Reno Approach when flying in the Reno aero environment. The FAA has assigned transponder code 1202 for use by gliders not in contact with an air traffic control (ATC) facility, with an effective date of March 7, 2012.**

- ❖ If you fly a glider, private or club, that doesn't have a tail dolly, please obtain and mark a small cone (similar to the kind kids use for soccer) with the tail dolly's number on it and place it near the launch pad. This will give us a redundant method (along with our spread sheet) for seeing who is still out.
- ❖ Please review PASCO's *RECOMMENDED COMMUNICATIONS PROCEDURES FOR FLYING GLIDERS IN THE VICINITY OF RENO, NV. : 11/12/2010* (Obtain from PASCO)

#### 5. EMERGENCY PROCEDURES

Anticipate emergency situations and your response ahead of time. Your reactions should be virtually automatic.

- ❖ **ALL EMERGENCY COMMUNICATIONS** are on **122.8 (CTAF)**. You must have an operating radio to fly at Soar Truckee.



- ❖ **ABORT TAKEOFF:** Tow plane calls "Emergency... tow plane (identify) aborting takeoff, runway\_\_\_\_\_." If sailplane does not immediately get off tow, tow plane will release the towrope and stay clear to the left of the overtaking sailplane.
- ❖ **AIRBORNE:** Tow plane calls "Emergency... tow plane (identify) releasing tow, Truckee".
- ❖ **ROPE BREAK:** Sailplane calls "Truckee traffic, emergency, glider rope break, must land immediately, all traffic stand clear.
- ❖ **TOW RELEASE FAILURE:** Sailplane calls "Tow release failed, tow plane release rope". The tow plane will position the sailplane in the airport pattern with extra altitude and will release the rope from the tow plane. The sailplane should land long to avoid catching the towrope on objects at the approach end of the runway. If neither can release, follow the next procedure below.
- ❖ **LANDING WITH TOW PLANE:** Tow plane calls "Emergency... tow plane (identify) is landing runway\_\_\_\_\_ at Truckee with glider in tow". The approach to the runway will be made straight into the wind if possible. A long runway is preferable, and the landing will be made long. The tow plane will continue down the runway and guide left to stay clear of the overtaking sailplane that will guide right during the landing rollout.
- ❖ **OFF AIRPORT LANDING:** Identify your aircraft and state the location of intended landing. Pick a field and plan your approach early while you still have time to think. Maintain control at all times. Stay calm and touch down with minimum airspeed, uphill, and into the wind in that order of priority. After landing, attempt to establish radio contact with Soar Truckee. It may be necessary to have someone relay your messages.
- ❖ **MOTORGLIDER ABORT TAKEOFF:** Motor glider calls "Motor glider (identify) aborting takeoff, runway\_\_\_\_\_." Soar Truckee expects all motor glider pilots to be able to safely abort their takeoff at any point during their ground roll due to engine problems, conflicting traffic, or any other emergency situation that may develop.
- ❖ **HAZARDOUS SPILLS:** A "hazardous spill" is defined as an unauthorized or unintended release of a chemical or substance that may be injurious to the environment. In our case, a potential spill could include AVGAS, battery acid, oil(s), solvents, resins or similar materials. In the event of a hazardous spill, contact the airport manager. Also call airport maintenance at 587-8992 as they may be able to help contain the spill.

**B. ADDITIONAL INFORMATION OF IMPORTANCE:**

- ❖ **ASSISTING IN GLIDER OPERATIONS:** Line assistance is critical to safety and a smoothly-functioning launch and recovery operation. STI line personal have all taken the SSA Wing Runner Course. You are encouraged to have anyone helping you take this on-line course.
- ❖ **INSTRUCTION:** STI encourages club-based flight instruction. To ensure safety consistency at the site, all club CFG's providing instruction must become an "Associate STI Instructor." Associate Instructor status will be given at the discretion of the STI General Manager. Associate Instructors must sign the appropriate (annual) written document prior to commencing any on-site flight instruction. Associate Instructors may have the opportunity to perform compensated STI flight instruction upon mutual agreement between the individual instructor and STI. STI aircraft may not be used for instructional or commercial usage by non-STI personnel without STI's prior approval.





- ❖ **FLIGHT AREAS:** Your family and friends are welcome in the tie-down area. Please make sure they understand aircraft movements. Only well-briefed assistance should be allowed near or in the flight line.
- ❖ **OXYGEN:** Please notify a staff member if you want oxygen, and we will bring the oxygen cart to your glider. Only approved Soar Truckee staff are allowed to fill O2 bottles, no self-filling.
- ❖ **BILLS:** Please pay your bill in the office at the end of each day.
- ❖ **CAMPGROUND:** This is a private campground and is only available to pilots and their families. Please check with the office before choosing a campsite to see which ones are available. Please keep your campsite in a "good neighbor" manner (free of unsightly items or junk). If you use a generator, please observe quiet hours between 9pm and 7am.
- ❖ **Please check in and out at the office when arriving/departing with your RV or glider**
- ❖ **SPARE KEYS.** We have a board in the office where you can leave a spare set of keys to your trailer, camper, or car. Please check with office personnel before storing.
- ❖ **Please keep your vehicle speed down in and around the campground to minimize dust and noise.**
- ❖ **SMOKING AND CAMPFIRE:** Be extremely careful if you smoke. **Please put cigarette butts in an appropriate trash receptacle, not on the ground.** The fire hazard in this area is usually very high. Campfires are not allowed in the campgrounds. There is a fire ring near the glider shack for recreational fires. The last person leaving the fire must make sure it is "dead out".
- ❖ **DOGS:** Common sense dictates that dogs be under **direct control and on a leash** at all times... dogs may not roam unattended. Please don't allow your dog in the BBQ and/or lawn areas while people are eating, and please pick up after your pet.
- ❖ **TOOLS:** ***The tool shed is off limits to all but Soar Truckee staff.*** Some simple hand tools *may* be borrowed, but *please* ask first!
- ❖ **GLIDER TRAILER PARKING:** Please check with the office before parking your glider trailer. Trailers must be parked as close together as is reasonably possible to assure room for everyone. All glider trailers must be identified with pilot name and/or glider number. STI may be able to provide tie down ropes for your glider. Use at your own risk.
- ❖ The fuel truck is available for STI aircraft only. This is an Airport rule.
- ❖ **RADIO USAGE:** Several operations share the airwaves in this area. Please keep radio chatter to the minimum necessary for safe flight.
- ❖ **BUNKHOUSE:** The bunkhouse is available on a first-come, first served basis for a fee.
- ❖ **OFFICE:** Office computer and telephone are for the exclusive use of Soar Truckee staff. Pilots are asked to limit their time in the office due to its close quarters. The office may be periodically "off-limits" to pilots as office staff performs their duties and/or due to guest congestion.



- ❖ **INTERNET ACCESS:** We have added (free) wireless internet to the premises. If you are interested in connecting to the internet, please contact a member of the Soar Truckee administrative staff.
- ❖ **Golf carts are to be used primarily for moving gliders to/from the launch/landing areas.** Golf carts can only be driven by adults and STI line personnel. Cart's are not to be taken into the campground without express permission from STI staff. Please manage your use of the carts so they aren't tied up any longer than necessary. **Golf carts should not ordinarily be taken across runway 29, and then only with a working radio and in direct communication with Truckee UNICOM.**
- ❖ Children must be under the supervision of an adult at all times.
- ❖ Aircraft renters **MUST** provide proof of non-owner insurance for hull, liability, and loss of revenue (\$30,000 minimum coverage) or an equivalent bond – before receiving solo privileges.
- ❖ By signing this SOP, you agree to hold STI harmless for any damage to gliders and/or RV's while on STI property. STI also cannot be responsible for the security of you glider and/or RV.

**Aircraft Operating Procedures are put into place for collective safety. Your cooperation will ensure a safer flying environment for you, your family, and friends. We're glad you've chosen to fly at Truckee.**