



TRUCKEE TAHOE AIRPORT DISTRICT BOARD OF DIRECTOR STAFF REPORT

AGENDA TITLE: PMCD Update and Policy Instruction Repeal

MEETING DATE: May 23, 2018

PREPARED BY: Hardy Bullock, Director Aviation & Community Services and
Jill McClendon, Aviation & Community Services Program
Coordinator

RECOMMENDED ACTION: Repeal the proposed TTAD Policy Instructions as outlined. Additionally, review and adopt the proposed changes to the Rules and Regulations, Section 5 and 6 and General Aviation Leasing/Rents and Fees as outlined.

DISCUSSION: The District worked with Jeff Kohlman and Airport Management Consulting Group (AMCG) over the course of two years to develop and implement a set of Primary Management and Compliance Documents (PMCDs). These documents were reviewed by the Board, Staff, Brent Collinson and the Airport's Aviation attorney Peter Kirsch. During this process the public as well as on-field operators and tenants had several opportunities to provide comment on the documents. The final documents were adopted by the Board of Directors in January of 2017 and include the following:

- Development Standards
- General Aviation Leasing/Rents and Fees Policy
- General Aviation Minimum Standards
- Rules and Regulations

The PMCDs serve as a set of governing documents that outline acceptable airport practices. It is common for GA airports to have a set of PMCDs in place. Throughout the development process AMCG reviewed seventy-one TTAD Policy Instructions (PIs) currently in place. Much of the information from the PIs and SPIs was incorporated into the PMCDs. Upon completion of the project, AMCG provided a summary of PIs and their incorporation into the PMCDs which is

attached. Those sections that did not make their way into the PMCDs were not included due to lack of relevance or redundancy to other PMCD provision. The PMCDs were developed and adopted with the understanding that the documents would supersede some of the Policy Instructions previously adopted by the Board of Directors and that those Policy Instructions would be repealed. When the PMCDs were adopted by the Board, Staff wanted to ensure a transition period for implementation and so delayed the repealing of the Policy Instructions at that time. Additionally, the PMCDs are living documents and it is expected to be updated as the needs of the Airport change and evolve. Following is a summary of actions recommended by Staff. The Policy Instructions recommended for repeal are attached. The PMCDs can be found on the District website under Publications.

Recommended Action: Repeal PI 401 Posting of Advertisements

The posting of signage and advertisements is covered in Rules and Regulations, Section 2.8. This section states that all signage must be consistent with the approved Development Standards and all applicable legal requirements. Signs, advertisements, etc. are ultimately subject to the approval of the General Manager. Under this section, the General Manager also reserves the right to remove or relocate any sign or advertisement as displayed or distributed.

Section 2.8 does include the following: The posting of advertisements on TTAD property shall conform with established TTAD Policies. If the Board approves the repeal of this PI, Staff recommends the removal of this sentence from Section 2.8 of Rules and Regulations.

Recommended Action: Repeal PI 502 – Commercial Activity Proposals

This PI discusses the designation of the Airport as a Special District of California which is discussed in Rules and Regulations, Section 1.3 *Governing Body*. Also outlined is Commercial Activity Proposals which is addressed in Section 2.5 of Rules and Regulations. The provisions in the PI are represented in the PMCDs and Staff recommends repealing of this policy.

Recommended Action: Repeal PI 504 Property Management Policies

This PI provides guidelines for the prudent management of District owned property. The content in this policy is the core of the PMCD documents. The PMCDs serve as a set of governing documents that outline acceptable airport practices including minimum standards, development standards, and use of District property, assets, land or improvements. They align District policy with FAA regulatory requirements and grant assurances. The PMCDs provide guidance and set standards of conduct for not only the District but all parties interested in doing business with the District including Specialized Aeronautical Services Operators (SASOs) and Commercial Operators.

The Non-Aeronautical Use of Airport Land and/or Improvements is discussed in the GA Leasing/Rents and Fees Policy. It is Staff's recommendation to add language regarding Non-Aeronautical rate setting to this policy. Recommended language: *Rates for the use of non-aeronautical lands and facilities shall be based on appraisal in the District market.*

PI 504.1 – Minimum Standards for Commercial Skydiving

Recommended Action: Keep PI 504.1 but rename/renumber based on the repealing of PI 504 if approved by the Board.

The purpose of the policy instruction was to establish application, evaluation and operational requirements for commercial skydiving at the Airport. Much of what is outlined in this PI was used during the process review prior to Skydive Truckee Tahoe beginning their operation. Staff feels that this Policy Instruction would be applicable should another skydiving operation approach the Airport in the future. The Rules and Regulations, Minimum Standards, and Leasing Rents and Fees policies also discuss Skydiving requirements and operational guidelines.

Recommended Action: Repeal PI 506 Assignments, Transfers and Use of Aircraft Hangars

Leasing of hangars is discussed in General Aviation Leasing/Rents and Fees Policy, Appendix 5.3. This section covers hangar waiting list procedures, hangar assignment procedures, hangar transfer requests, and loss of hangar assignment. This section also aligns the District's hangar policy with the FAA's *Final Policy on the Non-Aeronautical Use of Airport Hangars* which went into effect July 1, 2017.

Proposed changes to the GA Leasing/Rents and Fees Policy outlined in the attached document allow the General Manager prioritize hangar assignments and leasing decisions to best maximize the use of District hangars on a long-term, temporary or nightly basis. Proposed changes are outlined for Board review and attached to this Staff report.

Recommended Action: Repeal PI 507 Access Control of the Airport Operations Area (AOA)

Access control of the AOA is discussed in Rules and Regulations. Vehicle access to the AOA is covered in Rule and Regulations, Section 5. Commercial Vehicle Operator access including the commercial operating permit process is covered in Rules and Regulations, Section 6.

In summer 2017, the Airport closed ramp access gates in order to improve airfield safety and security. On busy operational days this helps ensure the safety of operations staff on the Ramp and lets them know that vehicles accessing the AOA are limited to those with access media, who are engaged in an aeronautical activity or those who have business dealings the Airport or an Operator. Beginning last year, the District has also established a Commercial Vehicle Operator permit application and approval process. Taxi, limos, and other transportation organizations such as Tahoe Elite go through a training and testing process. Drivers for the vehicle transportation companies are approved on an individual basis.

Proposed changes to Rules and Regulations, Section 5 and 6 align the language in the document with current Access Agreement protocols and Commercial Vehicle Operator requirements. Proposed changes are outlined for Board review and attached to this Staff report.

Recommended Action: Repeal PI 510 Hot Air Balloon Operations

Balloon operations are more thoroughly covered in SPI 8251.1 which will be updated to reflect the current Airport operations environment – Class D airspace and tower control services.

WHAT'S NEXT: Staff will repeal policies and make modifications to the PMCDs as directed by the Board.

FISCAL IMPACT: Minimum to no direct fiscal impact.

PUBLIC COMMUNICATIONS: Posted and noticed as part of the Board Meeting agenda and supporting documents.

SAMPLE MOTION(S): I move to repeal Policy Instruction as outlined in Staff Report and make modifications to the Primary Management and Compliance Documents (PMCDs) as outlined.

ATTACHMENTS:

- TTAD Policy Review and Integration from AMCG
- PI 401 Posting of Advertisements
- PI 502 Commercial Activity Proposals
- PI 504 Property Management
- PI 504.1 Minimum Standards for Commercial Skydiving
- PI 506 Assignments, Transfers and Use of Aircraft Hangars
 - o Proposed changes to General Aviation Leasing/Rents and Fees Policy
- PI 507 Access Control of the Airport Operations Area
 - o Proposed changes to Rules and Regulations, Section 5 and 6
- PI 510 Hot Air Balloon Operations

During the development of the Truckee Tahoe Airport District (TTAD) Primary Management and Compliance Documents (PMCDs) including the Rules and Regulations (RR), Minimum Standards (MS), Leasing/Rents and Fees Policy (L/RFP), and Development Standards (DS), Aviation Management Consulting Group (AMCG) reviewed and analyzed seventy-one TTAD Policy Instructions (PI) and Special Policy Instructions (SPI) currently in place that govern the administration, management, and operation of the TTAD and the Airport. The detailed review was conducted to determine which PI and SPI should be integrated into the new PMCDs. AMCG determined that the following TTAD policies had relevance to the PMCDs:

Policy Number	Policy Subject
PI 112	General Manager
PI 401	Posting of Advertisements
PI 502	Commercial Activity Proposals
PI 503	Temporary Use of Airport Land or Facilities
PI 504	Property management policies and procedures for leases, rentals, use agreements, concession contracts, licenses, permits, rates, fees, charges [December 1, 2011]
PI 504.1	The minimum standards applicable to specialized aviation service operators seeking to provide commercial skydiving at the airport
PI 505	Use of TTAD Board Room
PI 506	Assignments, Transfers and Use of Aircraft Hangars
PI 507	Access Control of the Airport Operations Area (AOA)
5 PI 10	Hot Air Balloon Operations
SPI 8251.1	Balloon Operations at Truckee Tahoe Airport

The following table details the sections of the TTAD policies that were integrated into the draft TTAD PMCDs. It should be noted that not all of the sections of the PI's/SPI's found their way into the PMCD's for several reasons including lack of relevance, redundancy to other PMCD provisions, or the section pertained to internal policy. Additionally, verbatim language was not used in many situations and was subsequently modified to provide brevity and/or consistency within the language used throughout the PMCDs. However, AMCG endeavored to ensure that the meaning/intent of the section was maintained.



TTAD Policies Integrated into the Draft TTAD PMCDs

TTAD Policy		RR	MS	L/RFP	DS
Number	Name	→	→	→	→
PI 112	General Manager				
	Pg. 1, Sec 1.	Sec 1.8			
	Other Sections not included in PMCDs				
PI 401	Posting of Advertisements				
	Pg. 1, Sec 1 & 2	Sec 2.8*			
	*Note: Sec 2.8 refers to established TTAD Policies				
PI 502	Commercial Activity Proposals				
	Pg. 1, Sec 1	Sec 1.3			
	Pg. 1, Sec 3	Sec 2.5		Sec 2.1	
	Other Sections not included in PMCDs				
SPI 600.1	Temporary Use of Airport Land or Facilities				
	Pg. 1. Sec 1 - 5	Sec 2.16			
	Other Sections not included in PMCDs				
PI 504	Property management policies and procedures for leases, rentals, use agreements, concession contracts, licenses, permits, rates, fees, charges [Revised December 1, 2011]				
	Pg. 1 Sec A.			Sec 4.1	
	Pg. 2 Sec B.			Sec 4.1	
	Pg. 2 Sec B.			Sec 4.4	
	Pg. 2 Sec C.			Sec 4.4	
	Pg. 2 Sec. E.	Sec. 1.13			
	Pg. 2 Sec 1. A.			Sec 4.1	
	Pg. 2 Sec 1. B.			Sec 4.3	
	Pg. 3 Sec 1. C.			Sec 4.4	
	Pg. 3 Sec 1. D.			Sec 1.4	
	Pg. 3 Disclaimer	Sec 1.23	Sec 1.5	Sec 2.1	
	Pg. 3 Sec 2. B.			Sec 1.1	
	Pg. 4 Sec 3		Sec 2.	Sec 3.	
	Pg. 4 Sec 3			Sec 4.	
	Pg. 5 Sec 3. F.		Sec 12.		
	Pg. 5 Sec 4. A. B. C.			Sec 2.7	
	Pg. 5 Sec 4. D.			Sec 3.	
	Pg. 5 Sec 5.			Sec 3.	
	Pg. 5 Sec 6.		Sec 1.3		
	Pg. 6 Sec 7. A – E.			Sec. 4.6	
	Pg. 7 Sec 7 J.			Sec. 4.4	
	Other Sections Not Included in PMCDs				



TTAD POLICY REVIEW AND INTEGRATION

TTAD Policy		RR	MS	L/RFP	DS
PI 504.1	The minimum standards applicable to specialized aviation service operators seeking to provide commercial skydiving at the airport				
	Pg. 1 Definitions	Sec 9.			
	Pg. 2 Sec 1. a.			L/OA & SIRF	
	Pg. 4 Sec 1. b.		Sec 2.2		
	Pg. 4 Sec 1 c.			SIRF	
	Pg. 4 Sec 1 d.			SIRF Sec D.	
	Pg. 5 Sec 2. a.			Sec 2.3	
	Pg. 5 Sec 2. b.	Sec 1.23			
	Pg. 7 Sec 2. c.			L/OA	
	Pg. 7 Sec 3. a.			Sec 2.3	
	Pg. 7 Sec 3. b. i.	Sec 1.10			
	Pg. 8 Sec 3. b. ii.		Sec 2,7		
	Pg. 8 Sec 3. c.		Sec 9.		
	Pg. 8 Sec 3. d.		Sec 2.12		
	Pg. 9 Sec 3. e. i.	Sec. 2.5			
	Pg. 9 Sec 3. e. ii.			Sec 4.5	
	Pg. 9 Sec 3. f.			Sec 3.	
	Pg. 9 Sec 3. g.	Sec 7.2			
	Pg. 9 Sec 3. h.		Sec 9.7		
	Pg. 10 Sec 3. i.		Sec 9.3		
	Pg. 11 Sec 3. k.			Sec 3.	
	Other Sections Not Included in PMCDs				
PI 505	Use of TTAD Board Room	Sec 4.4*			
	*Note: Sec 4.4 Refers to established TTAD Policies				
PI 506	Assignments, Transfers and Use of Aircraft Hangars			Sec 5.3	
PI 507	Access Control of the Airport Operations Area (AOA)	Sec 5.5			
	Pg. 1 Definitions	Sec. 9.			
PI 510	Hot Air Balloon Operations	Sec 3.18			
SPI 8251.1	Balloon Operations at Truckee Tahoe Airport	Sec 3.18			
Definitions					
RR	Rules and Regulation				
MS	Minimum Standards				
L/RFP	Leasing/Rents and Fees Policy				
DS	Development Standards				
L/OA	Lessee and/or Operator Application				
SIRF	Supplemental Information Request Form				

TRUCKEE TAHOE AIRPORT DISTRICT POLICY INSTRUCTION

PI NUMBER 401

Formerly PI 122.2

Effective: October 26, 2006

Approved: September 22, 2011

SUBJECT: POSTING OF ADVERTISEMENTS

PURPOSE: To establish District policy for the posting of advertisements on TTAD property

POLICY:

1. Due to limited space in the terminal, we allow only small postings, defined as 8-1/2 x 11 inches or smaller, on the terminal bulletin board. The District will remove posters with profanity or that make unlawfully discriminatory statements.
2. Campaign posters may only be placed on the portion of the bulletin board where this Policy Instruction is posted. This space shall be allocated first to candidates for the Airport District Board, then on a space available basis to candidates for other offices, and then on a space available basis for other types of advertisements. There may be only one poster supporting a candidate. We do not allow posters or signage at any other locations, although leaseholders may neatly post advertisements on the small personal access door of their hangars. All campaign materials must be removed within two days of the date of the election.

Steve Swigard, President

TRUCKEE TAHOE AIRPORT DISTRICT POLICY INSTRUCTION

PI NUMBER 502

Formerly PI 511

Effective: September 22, 1983

Approved: September 22, 2011

SUBJECT: COMMERCIAL ACTIVITY PROPOSALS

REFERENCE: (a) TTAD POLICY INSTRUCTION NO. 621.1, LEASES, LEASE AGREEMENTS OR RENTAL CONTRACTS WITH USERS OF TRUCKEE TAHOE AIRPORT DISTRICT FACILITIES

PURPOSE: To define the Truckee Tahoe Airport District Policy for submission of proposals to establish a commercial activity on District property (see paragraph 3 of reference (a) for definition of commercial activity).

POLICY:

1. The Truckee Tahoe Airport District is a public agency established and existing under the provisions of the California Airport District Act. As a public agency it is incumbent upon the District to act in the best interests of all tax payers of both Nevada and Placer Counties which form the tax base area for this District.
2. Experience in negotiations with individuals and organizations making commercial activity proposals have shown an increasing cost to the District in staff direct labor hours, attorney consulting fees and facilities preparation.
3. It is therefore the policy of the Truckee Tahoe Airport District that individuals or organizations who, after preliminary investigation with the Airport Manager desire to negotiate a contract with the District, shall: prepare a detailed written proposal for presentation to the Manager and the District Board. At this point a security payment will be required to assure that the District can recover costs incurred in legal fees, facilities and document preparation, when the agreement is not consummated. There will be no charge for time spent by elected officials and no charge for renegotiating existing lease agreements.

Kenneth B. Jones, President

TRUCKEE TAHOE AIRPORT DISTRICT

POLICY INSTRUCTION

PI Number 504

Formerly PI 621.1

Effective: September 24, 1990

Revised: November 23, 1999
August 22, 2002
September 27, 2007
February 28, 2008

Approved: September 22, 2011

SUBJECT: PROPERTY MANAGEMENT POLICIES AND PROCEDURES FOR LEASES, RENTAL USE AGREEMENTS, CONCESSION CONTRACTS, LICENSES, PERMITS, RATES, FEES AND CHARGES

PURPOSE: To provide guidelines for the prudent management of District owned property

POLICY:

- A. **GOALS:** The District's policy in rate-setting is to: (1) Use public funds fairly and equitably; (2) Keep local aviation activities affordable; (3) Recover costs for aeronautical activities; (4) Compete fairly with commercial businesses by using the market rent for non-aeronautical activities; (5) Comply with FAA grant assurances and other applicable regulations, laws, etc.
- B. **ANALYSIS:** To generate sufficient funds from the use of District property to recover the full costs of administration, operations, maintenance, and capital improvement of the Airport, and to maintain a reasonable reserve for contingencies, and to provide set asides and other funds that may be established by the District, the General Manager shall recommend rents, rates, fees, and charges consistent with guidance contained herein and inform the Board of changes. The Board will consider a quadrennial review of the cost/revenue structure of the District to inform rate-setting.
- C. **Aeronautical rate-setting.** Aeronautical rates are based on a "non-fully loaded" cost recovery formula. It is not fully loaded because the Board does not add to the rate for the cost of land or a sinking fund/replacement cost. The formula considers: Operating costs; Capital improvements and return on investment (ROI) at LAIF (Local Agency Investment Fund) rate, and; allocated costs (pro-rated air- and landside access costs). The Board may, from time to time, approve signatory rates for tenants who voluntarily agree to certain conditions.
- D. **Non-aeronautical rate-setting:** The District shall only engage in non-aeronautical business activities when it has resources excess to aeronautical needs. Excess resources are those lands and facilities without reasonably foreseeable access to the airside, or resources specifically allocated to non-aeronautical activities. Rates for the use of excess lands and facilities shall be based on appraisal in the District market.
- E. The District shall not allow "through-the-fence" business operations.

1. GENERAL.

- A. Rents/Fees and Charges. District property is public property. Rents, fees, and charges for lease and use of airport public property shall **minimally** be set at cost recovery. To authorize business or personal use of District property without charge, or to lease, rent, or authorize use of District property at less than cost recovery is a gift of public funds, unless the public purpose of the Airport District is best served by authorizing use without charge, or by setting rents, rates, fees, or charges at less than cost recovery. In such cases where it is deemed to best serve the public purpose of the Airport District to set rents, rates, fees, or charges at less than cost recovery, the determination shall normally be made by the Board of Directors.
- B. Lease Value Appreciation. To keep pace with the general rate of inflation, leases shall provide for annual rent adjustment based upon the Consumer Price Index (CPI) "West B/C".
- C. Types of Tenancy and General Provisions.

Aeronautical			Non-Aeronautical	
Non-fully loaded cost recovery formula Tenant pays utilities and taxes District as developer/manager			Excess resources Market appraisal formula Tenant pays utilities and taxes directly District manages existing Tenant may develop future No land sales, lease only	
Personal	Commercial	Gov't/Non-profit	Commercial	Gov't/Non-profit
Hangar Tie-down (annual) Signatory rates	Leased facility COP(no facility) Landing Transient Use Tie-down Parking	Leased facility Document in- kind payments	Warehouse Office Land Parking	Majority in TTAD Warehouse Office Land

- D. Surplus Revenue. Should the District generate more revenue than is required for recovery of costs, capital improvements, contingency reserves, and other funds that may be established by the District, then certain airport use fees may be appropriately reduced.
- E. District Negotiator. The General Manager negotiates leases, rental agreements, permits, concession agreements, and other instruments consistent with the policy guidance herein. The Board shall review such instruments for acceptability, but shall not act as a negotiating party.

DISCLAIMER: Any person or entity reviewing this Policy Instruction should note that any proposal submitted that complies with this Policy Instruction does not constitute approval of that proposal, which can only be approved as set forth in this Policy Instruction as a discretionary act. Any proposal in compliance with this Policy Instruction shall only act as a threshold requirement to then be reviewed by the appropriate person or Board.

Any person or entity should carefully consider their expenses incurred in preparing a proposal in that the General Manager or Board may, in the General Manager's discretion or Board's sole and absolute discretion, as designated herein, reject or otherwise fail to approve any such proposal.

2. BUSINESS THRESHOLD.

- A. The public purpose of the Airport is enhanced by allowing the opportunity for low yield, specialized, and/or part time aeronautical businesses to operate on the Truckee Tahoe Airport. This policy establishes an operating threshold, above which said operation is viewed as a bona fide business, and therefore, subject to operating requirements contained herein. Exhibit 1 lists those aviation related business enterprises that are subject to this policy. These thresholds attempt to balance the divergent needs of the Airport (and its users) with those of established businesses that operate at the Airport under the terms of a duly executed license, permit, contract, or other form of agreement.
- B. All non-aeronautical activities, regardless of operating thresholds, require permitting or other agreement with the District for operations.

3. POLICIES SPECIFIC TO TENANCY

The General Manager shall prepare terms and conditions that place the below guidelines into operation, as well as negotiate and require tenants to meet standard business principles that protect the District's funds and interest.

- A. Aeronautical-Personal - Addressed in PI 645, consistent with this policy.
- B. Aeronautical-Commercial SASO.
 - 4-year term with annual CPI, unless major capital improvement (>\$50k) **to facility**;
 - 2007 rate: \$0.37/sf/month office; \$0.30 for hangar space (adjust for yearly CPI);
 - Ramp parking spaces @ 1/12th annual, non-signatory tie-down rate per month;
 - Separate permits, fees, utilities;
 - Minimum standards: 8a.m.-5p.m. Friday to Monday and holidays with mechanic on duty; on-call other times; pre-heat, jump start, towing and supplies for sale;
 - Non-transferable.
- C. Aeronautical-Government/Non-profit.
 - 4-year term with annual CPI, unless major capital improvement to facility;
 - Rent set by current revenue and cost allocation analysis for facility;
 - Separate permits, fees, utilities;
 - In-kind payments negotiable on an annual review basis; provide a measurable and tangible benefit to the District¹, documented in lease addendum.

¹ Measurable and tangible benefit to District: District must always be noted in organizational/media materials as a key supporter to qualify for the following; cash donations, scholarships, or educational expenses for organizing and conducting classes credited dollar for dollar; events held at the Airport to promote/support the organization credited at \$0; community outreach flights at \$100/flying hour when qualifying passengers are on board; volunteers to support Airport events and facility maintenance credited at \$30/hour; federal, state, local government SAR, disaster relief, Homeland Security, or counter-drug missions credited monthly rent; other categories may be negotiated annually.

D. Non-Aeronautical-Commercial.

(1) Facilities

- 4-year term with annual CPI;
- Market rent;
- Separate permits, fees, utilities.

(2) Land

- Must be excess to aeronautical needs for lease duration;
- Rent based on appraisal with ROI of LAIF + 3%, annual CPI;
- Separate permits, fees, utilities;
- 30-year term with rate review at 10 and 20;
- Improvements removed at end of lease, District may consider reversion.

E. Non-Aeronautical-Government/Non-profit.

(1) Facilities: same as commercial, plus;

- Majority of service area contiguous to TTAD.

(2) Land: same as commercial, plus:

- Majority of service area contiguous to TTAD;
- Demonstrate strength and staying power of business;
- 30-year term with rate review at 10 and 20, negotiable.

F. Permits. The General Manager is granted discretion with respect to the use of the Commercial Operating Permit (COP). This discretion includes determination of the threshold of a particular business -- when a COP is appropriate or when the proposed business enterprise must exercise a more formal agreement with the District.

- Permits shall include an appropriate annual administrative fee or a cost recovery fee based on facility use, e.g. parking for vehicles or aircraft, transient use by aircraft, allocated cost for airside and landside access.
- Permits shall not be used for the assignment of facilities that are waitlisted.

4. APPROVAL OF LEASES, CONTRACTS, AGREEMENTS, LICENSES, PERMITS, AND OTHER REAL ESTATE TRANSACTIONS.

- A. Actions Requiring Board Approval. All leases, use agreements, concession contracts, licenses, and permits, as well as the approval of options to extend the terms of leases, contracts, and agreements for more than one (1) year, shall be approved by the Board of Directors and signed by the President.
- B. General Manager Signature Authority. The General Manager is authorized to sign the following real estate transactions: approval of encumbrances; attornment agreements; estoppel certificates; holdover notices; rent credits of \$1,000 or less; consents to sublease; incidental uses; and right-of-entry, occupancy, and sign permits.
- C. Other Approvals/Signature Authority. The District Controller is authorized to sign consumer price index adjustments, rent adjustments, and letters of default.

- D. Extension. Unless explicitly provided in leases, contracts, or agreements, a tenant shall have no entitlement to extend the lease, contract, or agreement. This notwithstanding, leases, contracts, and agreements may be extended should it be determined by the Board of Directors that it best serves the public purpose of the District and is in the best public interest.

5. SALE/ASSIGNMENT.

Sale and assignment of leases or concessions shall be subject to District approval and normally addressed in the lease or rental agreement. Approval of sale and assignment of leases or concessions shall be at the sole discretion of the District, regardless of the objective standards of others. The ability of the prospective assignee to adequately and fully provide the services that may be specified in the lease shall be a condition of assignment approval. Typically, financial responsibility and experience criteria are the basis for determination of the prospective assignee's ability to adequately provide the services specified.

6. EXCLUSIVITY. Federal regulations generally require reasonable opportunity for business operators to fairly compete for public airport leases and concessions. Accordingly, the District's lease and concession practices shall not exclude qualified operators from such opportunity. Non-exclusivity requirements shall be met by periodically inviting qualified operators to fairly compete through the bid or Request for Proposal (RFP) process for Airport leases and concessions.

Notwithstanding this however, the Federal Aviation Administration recognizes that the owner of a public-use airport may elect to provide any or all of the aeronautical services needed by the public at the airport. The statutory prohibition against exclusive rights does not apply to public-use airport owners and they may exercise but not grant the exclusive right to conduct any aeronautical activity. Aeronautical activities that are, or may be, conducted exclusively by the Airport District -- known as Proprietary Exclusive -- will be periodically reviewed by the Board of Directors.

- A. AIRCRAFT HANGARS. The Truckee Tahoe Airport District maintains a Proprietary Exclusive Right with respect to the construction and administration of aircraft storage hangars (see Policy Instruction 645, Assignments, Transfers, and Use of TTAD Aircraft Storage Hangars).
- B. AVIATION FUEL SALES. The Truckee Tahoe Airport District maintains a Proprietary Exclusive Right with respect to aviation fuel sales.

7. RATES, FEES, AND CHARGES.

- A. JET FUEL. The General Manager shall set prices at \$2.50/gallon gross profit margin. The General Manager may discount the margin by up to 20% based on exceeding a minimum purchase quantity of not less than 500 gallons, or as agreed to in specific business leases.
- B. AVGAS.

(1) The General Manager shall set prices at \$0.50/gallon gross profit margin. The General Manager may discount the margin by up to 20% based on purchase of a minimum quantity of not less than 100 gallons, or as agreed to in specific business

leases.

(2) The General Manager shall charge an additional fee of no less than \$20.00 for full-service fuel to recover the additional costs associated with the service. The Manager shall evaluate full-service 100LL and recommend to the Board the best course of action for the upcoming year.

- C. OTHER FUELS. Other fuels are for District use. The General Manager may include sales of other fuels in business lease agreements approved in accordance with this policy.
- D. FUEL ADDITIVES. The General Manager shall set competitive prices with a goal of cost recovery.
- E. OIL. The General Manager shall set competitive prices with a goal of 50% gross profit margin.
- F. CATERING. The General Manager shall set prices with a goal of 50% gross profit margin.
- G. MISCELLANEOUS MERCHANDISE. The General Manager shall set prices with a goal of 30% gross profit margin, except when prices are set by vendor.
- H. LABOR. The General Manager shall set prices for labor services consistent with costs of wages and equipment used. The General Manager may include labor service charges in other fees for daily use of Airport property.
- I. SUBCONTRACTED SERVICES. The General Manager shall set prices in accordance with the policy statement above.
- J. DAILY TIEDOWNS AND OTHER RENTALS. Rates and charges for the following items are set forth in Exhibit 2, attached hereto and incorporated herein. The General Manager may waive fees for agencies engaged in public safety or crisis response.

(1) The Manager may, from time to time, recommend signatory rates for voluntarily meeting certain conditions. All tenants and applicants must have equal access and opportunity to meet the conditions. The individual choice not to take a signatory rate shall not constitute default of the basic agreement nor create a condition for denial of the service. Action taken by the Board setting signatory rates shall be reported in the minutes.

(2) Auto Parking. Short- and Long-Term.

(3) Tiedowns. Fees based on type, dimensions, and/or weight for aircraft that remain overnight.

(4) Nightly or Short-term Hangar Rental.

(5) Towing. To the extent possible, towing will be provided by tenant businesses as chargeable service. When tenant businesses are not available, or unable, the District may tow aircraft with the pilot's approval.

(6) Landing Fees. Fees consistent with District revenue requirements, sufficient to recover the transient operator's share of allocated air- and landside costs. The fee shall apply to airplanes greater than 5,500 lbs. (helicopter, 2,000 lbs) maximum certificated gross landing weight. This fee will not be charged in combination with any other tiedown fee, or TTAD hangar lease.

(7) Transient Use Fees. Fees for aircraft not intending to remain overnight that recover

operating costs associated with servicing transient crews and passengers, and allocated air- and landside costs when no landing fee is charged. The fee shall apply to airplanes greater than 5,500 lbs. (helicopter, 2,000 lbs) maximum certificated gross weight. The transient use fee will be charged for each arrival, but include the first night's parking if needed. Subsequent nights will be charged at the appropriate daily tiedown rate. This fee will not be charged in combination with any other annual tiedown fee, or TTAD hangar lease.

- K. Customer Issues. The Manager, or his designated representative, has discretion to resolve single, individual customer service issues using adjustments to the Rates, Fees, or Charges listed in this paragraph and associated enclosures.
- 8. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**. District lease and concession practices shall be consistent with Federal Disadvantaged Business Enterprise requirements and conform to the DBE plan and goals adopted by the District.

Mary Hetherington, President

Exhibit 1-COP Table

Exhibit 2-Daily Tiedown and Other Rental Charges

BUSINESS THRESHOLDS

ACTIVITY ¹	NO COP ² REQUIRED	COP REQUIRED (THRESHOLD)	PERMIT FEE	MINIMUM INSURANCE ³	LIMIT OF PERMIT ⁴
Scheduled or nonscheduled air carrier services	Lease required	Lease required	Lease required	Lease required	Lease required
Pilot Training	10 or less hours	11 hours	\$50.00 annually	\$1M combined single limit ⁵	100 hours
Aircraft rental	One aircraft and gross sales<\$1,000	Gross sales > \$1,000	\$100 annually	\$1M combined single limit	Two aircraft or gross sales=\$2,000
Aerial photography	Gross sales <\$3,000	Gross sales>\$3,000	\$100 annually	\$1M combined single limit ⁵	Gross sales>6,000
Crop dusting	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted
Aerial advertising and surveying	Permit required	Permit required	\$250 annually	\$1M combined single limit	Two aircraft
Aircraft storage	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted
Fuel sales	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted
Aircraft repair and maintenance	Annual billable<\$500	Billable >\$500 or annual or 100 hour insp.	\$10/day up to \$250	\$1M combined single limit ⁵	Billable=\$2,000 or two annual/100 hr insp.
Sale of aircraft parts	Sale of personal parts	Lease required	Lease required	Lease required	Lease required
Parachute activities	No DZ on Airport	No DZ on Airport	No DZ on Airport	No DZ on Airport	No DZ on Airport
Ultralight activities	Non-commercial activities	Lease required	Lease required	Lease required	Lease required

1 Activities as used herein are those that are based on the airport. "Based" on the airport is defined as activities or services that advertise or other wise hold out as being available at the Truckee Tahoe Airport. ALL SERVICE PROVIDERS MUST REGISTER WITH THE AIRPORT OFFICE.

2 COP means "Commercial Operating Permit"

3 Insurance listed is for COP, not for lease agreement. Permittee must execute a hold harmless agreement.

4 Requires formal lease agreement with TTAD.

5 Manager shall have discretion to reduce the minimum insurance limit to \$500,000.

PI 621.1 Para. #	POS Code	Description		Approved 9/27/07	
7. B. (2)		100LL Truck		30	
7.J.(2)	APA	Auto-Annual		300	
	APS	Auto-Semiannual		150	
	APM	Auto-Monthly		50	
	APN	Auto-Nightly		5	
7.J.(3)	Piston Single Tiedown				
	TSA	Annual		420	
	TSS	Semiannual		210	
	TSM	Monthly		70	
	TSN	Nightly		7	
	Piston Twin Tiedown				
	TTA	Annual		600	
	TTS	Semiannual		300	
	TTM	Monthly		100	
	TTN	Nightly		10	
	Light Turbine Tiedown (5,500 – 12,500)				
	T3A	Annual		900	
	T3S	Semiannual		450	
	T3M	Monthly		150	
	T3N	Nightly		15	
	Medium Turbine Tiedown (12,501 – 25,000)				
	T4A	Annual		1,800	
	T4S	Semiannual		900	
	T4M	Monthly		300	
	T4N	Turb-Nightly		30	
	Heavy Turbine Tiedown (25,001 and heavier)				
	T5A	Annual		4,500	
	T5S	Semiannual		2,250	
	T5M	Monthly		750	
	T5N	Nightly		75	
7.J.(1)	Signatory Rates				
	TA1	Homebase		-55,78,117, 234, 585	
	TA2	Vol. Curfew	11pm-6am	-27, 39, 59,	
	TA3	Extend Curfew	10:30 pm- 6:30 am	117, 293	
7.J.(4)	NTHANG	Nightly T-Hangar		30	
7.J.(5)	TOW	Towing		30	
7.J.(6)	LDG	Landing Fee		None	
7.J.(7)	TU3	Trans. Use		50	
	TU4	Fee(>5.5K mgw)		100	
	TU5			200	

TRUCKEE TAHOE AIRPORT DISTRICT MINIMUM STANDARDS FOR COMMERCIAL SKYDIVING

PI NUMBER 504.1

Effective: June 25, 2014

**SUBJECT: THE MINIMUM STANDARDS APPLICABLE TO SPECIALIZED AVIATION
SERVICE OPERATORS SEEKING TO PROVIDE COMMERCIAL SKYDIVING
AT THE AIRPORT**

PURPOSE: To establish application, evaluation, and operational requirements for
commercial skydiving at the Airport.

DEFINITIONS

- a. Agreement: A written, legally enforceable contract between the Airport District and another Entity concerning access to and use of the Airport.
- b. Airport: Truckee Tahoe Airport.
- c. Airport District: Truckee Tahoe Airport District
- d. ALP: Airport Layout Plan.
- e. Commercial Aeronautical Activity: Any commercial operation at the Airport that is related to the operation of Aircraft.
- f. Commercial Aeronautical Operator: An Entity conducting a Commercial Aeronautical Activity at the Airport pursuant to a Lease, License, or Agreement with the Airport District.
- g. Commercial Skydiving: Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.
- h. Drop Zone: intended parachute landing area.
- i. Entity: A natural person, partnership, corporation, organization or business that has a legal and separately identifiable existence.
- j. FAA: Federal Aviation Administration.
- k. Hazard: Hazards are obstructions or hazards to safe use of the Airport or navigable airspace and include but are not limited to, objects which lie within the Object Fee Area ("OFA"), Object Free Zone ("OFZ"), Runway Protection Zone ("RPZ"), and Building Restriction Line ("BRL"), as depicted on the Airport Property Map. The term Hazard also includes all telephone and power lines, towers, buildings, open bodies of water,

highways, automobiles, and clusters of trees covering more than 3,000 square meters.

- l. Lease: A contractual agreement between the Airport District and another Entity that establishes a tenancy on the Airport. A Lease is written and enforceable by law.
- m. License: A contractual agreement between the Airport District and another Entity that grants or otherwise authorizes the use of land or building space to conduct a specified Commercial Aeronautical Activity. A License is written and enforceable by law.
- n. Operator: An Entity whose application to provide Commercial Skydiving has been approved by the District and who is currently conducting Commercial Skydiving at the Airport.
- o. Participant: Persons paying a fee to the Operator and subsequently participating in Commercial Skydiving.
- p. SMS: Safety management System.
- q. SPCC Plan: Spill Prevention Countermeasures and Control Plan, prepared to comply with the federal regulations at 40 C.F.R. Part 112.
- r. SRM: Safety Risk Management.
- s. SWMP: Storm Water Management Plan, prepared to comply with the federal regulations at 40 C.F.R. § 122.26.
- t. USPA: United States Parachute Association.

SECTION 1 - APPLICATION

- a. Basic Information An Applicant must submit a written application to the District, providing the following information and any such additional information as may be requested by the District:
 - i. The name, address and telephone number of the Applicant. If the Applicant is a corporation, provide the name, address, and telephone numbers of the corporation's officers and directors and owners of any corporate stock with the number of total shares and the number of shares owned. If the Applicant is a partnership, provide the name, address, and telephone numbers of the partners.
 - ii. If any Entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any other on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the Applicant,

provide complete information about the extent and nature of such cross-ownership.

- iii. The requested or proposed date for commencement of the Commercial Aeronautical Activity and the proposed duration for conducting the same.
- iv. A comprehensive listing of all services proposed to be offered on or from the Airport and the proposed schedule of fees and charges therefor.
- v. A map, to scale, of the amount, configuration, and location of the land requested or desired to be constructed or leased.
- vi. The size and position of any building(s) to be constructed or leased for the purpose of office space, hangar space, or public access; the proposed design and terms for the construction of such additional space; and the ownership, leasing or sub-leasing thereof. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the operation and the Applicant's proposal for financing the same.
- vii. The size and location of any improvements to be constructed within the Drop Zone; the proposed design and terms for the construction of same; and the leasing or sub-leasing thereof. An identification of any necessary or desirable capital improvements to be constructed in conjunction with the use of the Drop Zone and the Applicant's proposal for financing the same.
- viii. The number, type(s), registration, and basing of aircraft to be provided/maintained (as applicable) and a detailed description of all equipment and facilities.
- ix. The number of persons to be employed (including the names, qualifications, and certifications of each person); whether the employees will be based at the Airport (full-time, part-time and seasonal) or transient; and the certifications required, if any, for each employee.
- x. The hours of the proposed operation.
- xi. Identification of any and all bankruptcies relating to the Applicant and the Applicant's principals.
- xii. Disclosure of any and all documented violations by the Applicant and/or the Applicant's principals of FAA regulations.

b. Financial and Managerial Responsibility and Capability

- i. The Applicant must provide a statement, satisfactory to the District, as evidence of its financial responsibility, from a federally chartered bank or from such other source that may be acceptable to the District and readily verified through normal banking channels.
- ii. The Applicant must demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit-and-loss projection for the first five years of the proposed operation.

c. Experience and Reputation of the Operator and Key Employees

- i. The Applicant shall furnish the District with a statement of its past experience and a description of its key employees in providing the proposed Commercial Aeronautical Activity, together with a statement that the Applicant or its principals have the managerial ability to perform the selected services.

d. Airport Safety Procedures

- i. The Applicant must describe procedures for safely conducting Commercial Skydiving at the Airport that address the following topics:
 - 1. Vehicular and pedestrian access to the Drop Zone;
 - 2. Supervision of Commercial Skydiving and Participants;
 - 3. Measures to ensure against runway incursions or incursions into OFAs, OFZs, and RSAs by any Participant, vehicle, or equipment.
 - 4. Communications systems which will be used to ensure positive communication among Participants and the Applicant's employees at all times.
 - 5. Compliance with any USPA safety recommendations for Commercial Skydiving operations.

- e. Safety Review
 - i. Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, the Applicant shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to submission of its application. The costs associated with compliance shall be borne by the Applicant and any contemplated FAA or Airport District costs must be deposited with the Airport District in advance.
 - ii. The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the Drop Zone. The Applicant must commit in writing to implement all recommendations that result from the SRM panel and to fund the cost of any safety actions that are so recommended.

SECTION 2 - ACTION ON APPLICATION

- a. Procurement Upon receipt of an application, or on its own initiative, the Airport District may issue a request for qualifications or proposals or otherwise select an Entity to offer Commercial Skydiving through a competitive solicitation.
 - i. No action will be taken upon receipt of an application until or unless the Airport District shall have issued a request for proposals or qualifications in a manner consistent with the then-current Airport District procurement procedures to determine whether any other Entity is interested and qualified to offer Commercial Skydiving.
 - ii. The Airport District shall accept responses for a reasonable time period so as not to unreasonably delay consideration of the initial application. The initial Applicant need not respond to the request for proposals or qualifications. Upon receipt of one or more responses to the Request for Proposals, the Airport District shall choose from among the Applicants and select the Entity that proposes to provide the highest level and quality of Commercial Skydiving services.
- b. Grounds for Denial The Airport District reserves the right to deny an application upon finding any of the following:
 - i. The Airport District has determined, upon examination of the Applicant's business plan, financial plan, and credit report that the

Applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of a Lease, License, or Agreement, including the payment of rates and charges.

- ii. The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport District for Commercial Skydiving; or
- iii. The Applicant has, either intentionally supplied the Airport District with false or misleading information, or has failed to make full disclosure in its application or supporting documents.
- iv. There is no suitable space on the Airport to accommodate Commercial Skydiving without requiring the reduction in space leased to another Commercial Aeronautical Activity; or the development or use of the area requested by the Applicant will result in a congestion of aircraft or buildings or will result in unduly interfering with the operations of any other Commercial Aeronautical Operator on the Airport.
- v. Commercial Skydiving as proposed is inconsistent with the ALP or the current Master Plan.
- vi. The FAA has determined that Commercial Skydiving would constitute a Hazard or an obstruction or danger to air navigation.
- vii. Commercial Skydiving as proposed would require the Airport District to spend funds or to supply resources and such funds are not available or budgeted, or the operation could result in a financial loss to the Airport District.
- viii. The Applicant, a principal of the Applicant, an immediate family member of a principal of the Applicant, or an Entity of which a principal of the Applicant was a principal, meets one or more of the following descriptions:
 - 1. Was party to a Lease or License with the Airport District that was terminated for cause.
 - 2. Was previously evicted from the Airport.
 - 3. Has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the Airport District concerning Commercial Aeronautical Activities at the Airport.

4. Has been debarred or evicted from another public-use airport at which the Applicant conducted a Commercial Aeronautical Activity; provided, however, that the Airport District nevertheless may approve the application upon examination of the facts and circumstances surrounding the debarment or eviction.
- c. Notification of Changes The Applicant must provide the Airport District with any information reflecting a material change in the information submitted in an application. This information includes, for example, and without limitation: (i) a change in ownership of the Applicant, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, and (v) any federal fines imposed on the Applicant.

SECTION 3 – GENERAL REQUIREMENTS

Upon approval by the Airport District, the following performance standards shall apply to all Operators.

- a. Bond Requirement
 - i. The Operator shall post a performance bond in a form acceptable to the Airport District in an amount equal to at least 10% of the annual rent for the Operator's Commercial Skydiving operations.
- b. Compliance
 - i. The Operator must comply with all federal, state and local requirements applicable to its operations, including, but not limited to, the grant assurances applicable to the Airport District. Without limiting the foregoing, the Operator must comply with the following specific requirements:
 1. All federal, state and local laws applicable to workplace and aviation safety, including 14 C.F.R. Part 105; and the orders and directives of the Airport District in furtherance of any SMS or similar or related program at the Airport designed and intended to enhance safety.
 2. All applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; the Airport District's environmental policies and procedures, including, for example, and without limitation,

SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

- ii. The Operator shall, at its own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of its activities at the Airport. Upon request, the Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport District.

c. Equipment and Vehicles

- i. The Operator must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving without causing any flight delays or other operational impacts on aircraft at the Airport.
- ii. The Operator shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with the intended use.

d. Insurance

- i. General requirements
 - 1. The Operator must maintain \$1 million in liability insurance.
 - 2. The Operator shall maintain the required insurance throughout the term of a Lease, License or other Agreement.
 - 3. Lapses in insurance coverage may result in denial of access to the Airport.
- ii. In prescribing insurance coverage types and limits, the Airport District is not representing or guaranteeing that the types and limits are adequate to protect the Operator's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease, License or other Agreement shall in no way limit the liability of the Operator.
- iii. The Airport District reserves the right to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport District based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Operator.
- iv. The Operator will provide a certificate of insurance listing the Airport District, Board of Directors, and Staff as an additional

insured. This obligation shall not apply to any workers' compensation policy.

- v. Insurance shall be secured by a company authorized to conduct business in the State of California.

e. Lease or License Requirement

- i. A Lease or License is a prerequisite to providing Commercial Skydiving on the Airport.
- ii. Failure to remain current in the payment of any and all rents, fees, charges, and other sums due and owing to the Airport District shall be grounds for revocation of the Operator's Lease, License or Agreement permitting Commercial Skydiving at the Airport.

f. General Lease Terms

- iii. The Lease or License with the Airport District shall recite the terms and conditions under which the Operator will do business on the Airport, including but not limited to, the term of the agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants.
- iv. Leases and Licenses shall contain all provisions required by the FAA to be included as a condition of any federal grant to the Airport District for the Airport.
- v. The length of the term of any Lease or License will be determined by the Airport District.

g. Construction

- i. All paving and building shall comply with the then-current Airport District development and construction standards.
- ii. All construction shall comply with the local land use regulations as amended from time to time.

h. Drop Zone Requirements

- i. Pursuant to the USPA's *Basic Safety Requirements*, Drop Zones must be unobstructed, with the following minimum radial distances as follows:
 - 1. If the Operator intends at any time to serve any student skydivers or Participants without a skydiving license, or A-license holders, then the Drop Zone must be 100 meters from the nearest Hazard.

2. If the Operator intends at any time to serve B and C license holders, or any tandem skydivers, then the Drop Zone must be 50 meters from the nearest Hazard.
 3. If the Operator intends at any time to serve D-license holders, then the Drop Zone must be 12 meters from the nearest Hazard.
- ii. Each Operator must enter into a separate Lease or License with the Airport District for the area on the Airport to be used as a Drop Zone. Rates shall be set by the Airport District. The Drop Zone shall be used exclusively for such purpose and shall not be subleased at any time when Commercial Skydiving is authorized to occur.
 - iii. The Drop Zone must be sufficiently large to enable safe landings by Participants. At a minimum, the Drop Zone must be 300 ft. by 300 ft.
 - iv. The Drop Zone must be maintained to facilitate safe landings by Participants.
 - v. The Drop Zone must be sufficiently lit to facilitate safe landing by Participants in all weather and at all times of day when it is safe to conduct Commercial Skydiving.
 - vi. The Operator must install a fence around the Drop Zone with sufficient signage, and ground markings to prevent runway incursions or incursions into any OFA, OFZ or RSA. The fence must meet requirements applicable to fencing at airports in proximity to the OFA, OFZ or RSA.

i. Participant Requirements

- i. The Operator shall ensure that Participants comply with the following requirements:
 1. Medical requirements
 - a. All Participants must:
 - i. Possess at least a current FAA Third-Class Medical Certificate;
 - ii. Carry a certificate of physical fitness for skydiving from a licensed physician; or
 - iii. Have completed the USPA recommended medical statement.
 2. Age requirements
 - a. Participants must be at least either:

- i. 18 years of age; or
- ii. 16 years of age with a notarized parental or guardian consent.

j. Notice and Reporting

- i. The Operator must submit to the Airport District all new, updated or amended FAA certificates and ratings annually when received.
- ii. Upon hiring new employees, the Operator must file all FAA certificates of ratings with the Airport District within two weeks of hiring the employee.
- iii. Upon any revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder, the Operator must provide written notice to the Airport District within two weeks.
- iv. The Operator shall provide the Airport District with three weeks advance notice of its intention to start or discontinue Commercial Skydiving operations. However, if said start-up or discontinuation is not permitted or authorized under the Lease, License or Agreement, an amendment to the Lease, License or Agreement is required prior to the initiation or discontinuance of said use.

k. Subcontracting, Subleasing, and Assignment

- i. No sublease or assignment of any Agreement, Lease, or License shall be permitted without written approval by the District.
- ii. Subleasing.
 - 1. The Operator is permitted to sublease space to another Entity to perform one or more Commercial Aeronautical Activities, provided that all of the following conditions are met:
 - a. The subleasing party must obtain a License to operate at the Airport; and
 - b. The Operator must carry public liability insurance for its sublessee or provide a certificate of insurance which shows the lessee and the Airport District as additional insured, in amounts commensurate with the services provided by the sublessee.
- iii. Assignment.
 - 1. Prior to granting consent for any assignment, the Airport District may require the prospective assignee to complete

an application or submit the information prescribed in Section I (Application) hereof. The Airport District may reject the request to assign the agreement based on the factors enumerated in Section 2 hereof.

Board of Directors President

John Jones

Date

7-3-14

TRUCKEE TAHOE AIRPORT DISTRICT

POLICY INSTRUCTION

PI NUMBER 506

Formerly PI 645

Effective: August 19, 1982
Revised: March 23, 1993
August 22, 2002
June 19, 2003
June 28 2007
September 22, 2011
March 22, 2012
March 26, 2014

SUBJECT: ASSIGNMENTS, TRANSFERS AND USE OF TRUCKEE TAHOE AIRPORT DISTRICT AIRCRAFT STORAGE HANGARS AND END POCKET AVIATION STORAGE SPACES

PURPOSE: To establish policy for the assignment, transfer, and use of Truckee Tahoe Airport District (the "District") aircraft storage hangars and end pocket aviation storage spaces.

GENERAL

1. The prime objectives for building and maintaining aircraft storage hangars are to provide aircraft (as defined in the Federal Aviation Regulations/Aeronautical Information Manual) with protection from the severe local weather conditions, a higher level of security, and to provide the District with income from users.
2. The District recognizes that constituents fund aircraft storage hangars for the personal use of a single tenant, and is sensitive to the need to balance affordability for the individual pilot with equity for all District constituents.
3. The Manager shall, from time to time, review and recommend aircraft storage hangar rates based on a non-fully loaded cost recovery formula. The formula does not include cost for land, sinking or replacement costs, nor electrical cost. The formula includes: (operating costs/sf) + (capital/sf) + (interest on capital (* LAIF rate ROI over life of asset)) + (allocated cost/sf) as defined in the 2005 AMCG Cost Allocation Report. This formula will yield the "base rent". Action taken by the Board setting rents shall be reported in the minutes of the meeting.
4. The Manager shall include, where not directly billed to the tenant by a utility company, reasonable utility charges not included in operating costs. These charges may be adjusted annually, without Board action, based on actual District costs for the prior 12 months.
5. The Manager may, from time to time, recommend signatory rates for voluntarily meeting certain conditions. All tenants and applicants must have equal access and opportunity to meet the conditions, providing the tenant is involved in activity that is outlined by an approved incentive program. The individual choice not to take a signatory rate shall not constitute default of the basic lease nor create a condition for denial of a lease. Action taken by the Board setting signatory rates shall be reported in the minutes.

6. The use of any of the Truckee Tahoe Airport District facilities creates an obligation by the users to obey all regulations, rules, and procedures established by the District. The District is not liable for loss in the mail in either direction.
7. Hangars may be used by hangar lessee to build homebuilt or experimental aircraft or to restore antique aircraft owned by the tenant. Welding and painting of any kind is prohibited in all hangars. All aircraft storage hangars may have maintenance performed on lessee's aircraft only.
8. The Manager may adjust Hangar base rents annually using the West B/C Department of Labor Consumer Price Index and rounding the amount up to the next dollar. The lease will specify the details of the adjustment.
9. Hangar leases are not transferable except to relatives within two degrees of consanguinity, spouses or registered domestic partners upon death of the lessor when aircraft ownership is retained. Next-of-kin must sign a new lease within six-months after the death of the lessor.
10. Circumstances will arise in the normal management of hangar assignments that are not addressed in this Policy Instruction nor in the Standard Procedure Instruction (SPI-645.1) that implements this Policy. In these circumstances the Airport Manager shall decide how to proceed using his/her best judgment.
11. All hangar tenancy shall be subject to the provisions of the District approved Hangar Lease Agreement, as it may be changed from time to time, which shall supercede any of the provisions herein. No hangar occupancy shall be allowed until the tenant executes the Lease and complies with the provisions thereof.
12. Hangar assignment, transfer, and use rules and regulations and fees are subject to change at any time with 30 days' prior notice. An application for assignment or transfer does not create a vested right in any District facility. Waiting lists may be terminated at any time and being on a waiting list does not guarantee future occupancy of a hangar.
13. Management shall from time to time review and amend the Hangar Lease Agreement as necessary to ensure consistency with this policy, local, state and federal regulations. Existing leases shall be adjusted as soon as practicable.
14. The District reserves the right to reassign hangars at any time such that aircraft are housed in appropriately sized hangars. In making such reassignments, the District shall not take into account space needed for non-aeronautical uses.
15. No hangar tenant shall assign, sublet, or otherwise permit occupancy or use of any hangar by any person other than as authorized in writing by the District for any purpose or reason. In the event of any unauthorized occupancy or use, any compensation received by the hangar tenant, in money or money's worth, shall, upon demand of the District, be turned over to the District and become the property of the District. The tenant may be evicted for same.
16. No aircraft storage hangar shall be used permanently for any commercial purpose, including, without limitation, warehousing, manufacturing or fabrication. Aircraft used for timed rental, on lease back, or owned by an approved SASO may lease District hangars for aircraft storage

purposes. Any aircraft publicly advertised for timed rental aircraft occupying a hangar shall have an approved Commercial Operating permit approved by District.

17. Tenants must maintain hangars in a condition that permits an aircraft of record to fit into the space at all times and be removed without undue effort to mobility.
18. Tenants shall only use hangars for storage of aircraft, and associated aircraft equipment, parts, tools, and supplies. All items stored must belong to the individual tenant authorized to use the hangar.
19. Nothing in this policy shall be construed to prohibit the use of hangars in a “nightly” program or other short-term program authorized by management.
20. When there are no names on either the Hangar Wait List or the Hangar Transfer Request List, the District General Manager may lease unused Aircraft Storage Hangars for non-aeronautical, non-commercial storage of cars, trucks, recreational vehicles, or boats. These leases shall be for a maximum period of 30 days, but may be terminated immediately, at the discretion of the District General Manager, when the Aircraft Storage Hangar is needed for aeronautical purposes. At no time will non-aeronautical use have priority over aeronautical use of an Aircraft Storage Hangar. Non-aeronautical use of Aircraft Storage Hangars shall be subject to such limitations on use as the District General Manager shall determine are in the best interest of the safe and efficient use of the Airport and are consistent with the purpose for which Aircraft Storage Hangars were developed.

TYPES OF HANGAR OCCUPANCY

21. The District recognizes three types of aircraft hangar occupancy – Hangar Lease occupancy, Hangar Sublease occupancy and Hangar Subshare occupancy.
 - a. **Hangar Lease** occupancy occurs when a hangar tenant executes the standard Hangar Lease Agreement with the District and occupies the hangar pursuant to the terms of the lease agreement and District rules and regulations.
 - b. **Hangar Sublease** occupancy occurs when (1) a hangar is temporarily not needed by a hangar tenant of record due to loss or sale of aircraft and pursuant to District policies is turned over to the District for sublease; or (2) when an individual on the Hangar Wait List is offered assignment of a hangar and accepts, but is unable to identify an aircraft immediately and elects to exercise the option to take up to one year to identify an appropriate aircraft prior to executing the standard hangar lease and taking possession of the hangar. All subleases are on a month-to-month basis not to exceed one year. All sublease tenants are selected by the District from the Hangar Wait List.
 - c. **Hangar Subshare** occupancy occurs when a hangar tenant of record either does not need consistent occupancy of the hangar or when, because of the size of the hangar and the size of the tenant’s aircraft, it is possible to place two aircraft in the hangar at the same time (called a “multiple use” arrangement). Subshare arrangements are only initiated at the request of the tenant of record. All subshare tenants are selected by the District from the Hangar Wait List.

WAIT LISTS

22. When demand for hangars exceeds supply, the District may manage assignments by maintaining a wait list. There may be separate lists for t-hangars, executive hangars and end pocket aviation storage spaces. In addition, there may be a Transfer Request List.
 - a. When demand for hangars exceeds supply, the Hangar Wait List is a list of prospective hangar tenants based on their hangar requirements. **The District shall post Hangar Wait Lists in the terminal for public viewing.**
 - b. The Hangar Transfer Request List is a list of current hangar tenants who, for appropriate reasons, desire to change their hangar assignments. In addition to current hangar tenants, previous hangar tenants who meet all of the following criteria shall also be eligible to be on the Hangar Transfer Request List: (1) the tenant sold or otherwise disposed of the aircraft which was assigned to the previous hangar, and (2) turned possession of the previous hangar back to the District for reassignment, and (3) within 60 days of selling or otherwise disposing of said aircraft acquired an aircraft which would not physically fit into the previous hangar, and (4) within 30 days of acquiring said larger aircraft applied to be on the Hangar Transfer Request List for assignment of a hangar of suitable size to house the new aircraft.

Hangar transfers will be implemented to accommodate aircraft requirements such as size and weight, as well as a tenant's preference for aspect. No consideration will be given to transfer requests to accommodate storage of other items unrelated to the aircraft of record.

WAIT LIST APPLICATION PROCEDURE

23. All wait lists are maintained by the District in application order. The applicant with the oldest date/time of submitting a proper and complete application with all required fees will be at the top of the list; the applicant with the most recent date/time will be on the bottom. All requests to be placed on a list must be in writing on the appropriate District form, which shall include, among other information, identification of the type and size of aircraft for which the application is being made. Determination of aircraft/hangar compatibility and offers of assignment shall be based upon this submitted information. Only applicants who meet wait list criteria will be placed on a wait list. Approved Hangar Wait List applicants shall pay an application fee of \$250.00 to the District. The District will retain \$50.00 of the \$250.00 to cover administrative costs. The remaining \$200.00 will be retained by the District as a deposit without bearing interest to the applicant. The \$200.00 will be returned to the applicant upon withdrawal or termination from the Hangar Wait List, or may be applied to applicable charges upon execution of a hangar lease. Approved Hangar Transfer Request List applicants shall pay a non-refundable \$50.00 application fee to the District.

ANNUAL WAIT LIST MAINTENANCE PROCEDURE

24. In order to be assured that only those with a current interest remain on wait lists, all those on either a Hangar Wait List or the Hangar Transfer Request List shall be required to file their current addresses with the District. Each year the District shall mail a wait list maintenance form request to each individual on any list. Said form shall require that each individual reconfirm their desire to be on the list, verify essential information relative to their application, and return the form to the District together with a \$10 annual administrative fee. Any individual who does not return said form and fee by the date indicated on the form shall be dropped from the list without further notice. It is the responsibility of each individual on a list to ensure that the annual confirmation is actually received by the District. Failure to return the confirmation will result in placement as "missing" on the list, debit of the annual administrative fee to the waitlist deposit, and ineligibility for assignment.

HANGAR ASSIGNMENT PROCEDURE

25. All assignments shall be attempted in application order, considering aircraft compatibility. The determination of the District shall be final.
 - a. The District shall determine aircraft compatibility for all assignments. The policy of the District is not to place small aircraft in a large hangar when larger aircraft which will fit in said hangar are waiting, regardless of application order. This may result in larger aircraft being assigned first, regardless of position on the list.
 - b. While there is a hangar waitlist of people who do not have a hangar, the District may not assign an additional hangar to someone who already has a hangar. A requirement for additional aircraft storage space may be more readily addressed by transfer to a larger hangar.
 - c. To be assigned a hangar, an applicant must show proof of ownership or lease of aircraft and a certificate of insurance as described in the hangar lease within one year. Proof must be in the form of an aircraft registration naming applicant as owner or a copy of lease naming applicant as lessee of the aircraft or a bill of sale and FAA registration application. Should any information submitted be found to be fraudulent it shall be deemed as a default by the District, any hangar lease agreement shall automatically terminate, and the District shall retake the hangar.
26. The Hangar Transfer Request List shall have priority over the Hangar Wait List.
27. When a hangar becomes available for assignment, the hangar will be offered to individuals on the Hangar Transfer Request List with compatible aircraft, starting at the top of the Hangar Transfer Request List. Any individual on the Hangar Transfer Request List who declines an offer of transfer shall be placed at the bottom of the Hangar Transfer Request List. If an offer of transfer is accepted, the individual accepting the transfer shall be dropped from the Hangar Transfer Request List, and the assignment procedure started anew for the vacated hangar.

28. When any hangar available for assignment is not assigned to an individual on the Hangar Transfer Request List, it shall then be offered to an individual on the Hangar Wait List with compatible aircraft, if a wait list exists. An individual from a wait list who is offered assignment of a hangar may have three options:
- a. To accept the offer and take immediate possession of the hangar after providing proof of ownership and insurance, and executing the Hangar Lease Agreement as provided herein, with the name of the individual accepting the assignment being dropped from the Hangar Wait List; or
 - b. To accept the offer, execute a Hangar Lease Agreement including payment of required deposits, and place the hangar in the District sublease pool subject to the acquisition by the tenant of a compatible aircraft within a one year time period. The tenant shall give the District 30 days' written notice when they are prepared to provide proof of aircraft ownership and insurance and occupy the hangar. In the event that the prospective tenant does not provide notice and proof of acquisition of a compatible aircraft within the one year period, any of the prospective tenant's right to a hangar shall cease and the prospective tenant shall be assessed an administrative fee of \$200 to cover District costs during the one year period; or
 - c. In some instances, dependent upon the length of the wait list, the District may allow a customer to decline the offered hangar and return to the bottom of the wait list. This option will be at management's discretion.

LOSS OF HANGAR ASSIGNMENT

29. When a hangar tenant no longer possesses an aircraft of record, the aircraft of record is no longer flyable, or the hangar tenant obtains an aircraft which will not physically fit into the assigned hangar, the lease by which the tenant had possession of the hangar shall automatically terminate, subject to the following exceptions:
- a. In the case of a sale or loss, the hangar tenant may retain the right to the hangar for a period of one year from the date of sale or loss, provided that the hangar tenant (1) notifies the District in writing of their intention to replace the aircraft with another aircraft which will physically fit into the hangar, and (2) that the hangar is turned over to the District for subleasing until the hangar tenant gives 30 days' written notice that the aircraft has been replaced. In the event that such notice is not given in writing within one year the lease shall automatically terminate.
 - b. A tenant may be assigned a hangar based on ownership of a non-flyable aircraft, and may retain the hangar lease for up to 18 months with a non-flyable aircraft. For the purposes of defining and documenting flyability, this section incorporates by reference FAR Parts 21, 43, and 91, and Order 8130.2F: Airworthiness Certification of Aircraft and Related Products. The District shall require the following documentation to prove flyability:

- (i) A valid airworthiness certificate, including, but not limited to FAA Form 8100-2 or 8130-7, and;
 - (ii) Annually, a copy or affidavit of "annual" inspection, or certification that the aircraft is in a condition for safe operation as referenced in FAR's, AC's, AD's, and orders for the aircraft.
- c. An aircraft of record that enters as a construction project shall allow the tenant to retain possession of the lease under the following conditions:
 - (i) The tenant shall demonstrate progress over two (2) years, and by the end of the second year, obtain and provide a copy of an airworthiness certificate;
 - (ii) The tenant shall provide documents specified to obtain a lease per provisions listed in this policy instruction and the lease document;
 - (iii) The General Manager may grant, upon written request by the tenant including demonstration of progress, a one (1) year extension to the requirement to produce documentation supporting flyability.
- d. The District may, from time to time, request a tenant provide additional information indicating the aircraft is in a condition for safe operation.

SUBLEASING

- 30. When a hangar becomes available for sublease, the District may, depending on candidate interest, assign an appropriate sublease tenant from the Hangar Wait List, starting from the top of the list. A prospective sublease tenant who declines an offer of a sublease shall become ineligible to participate in the sublease program for a period of one year. The sublease tenant must execute the District standard sublease agreement.
- 31. The District shall bill the sublease tenant directly for the full base hangar rent less any incentives the subtenant has elected to take advantage of by completing the required addenda to the sublease agreement. The hangar tenant is not authorized to solicit or accept any payment, in money or money's worth, from the sublease tenant. The authorized tenants are jointly and severally liable for any utility charges and such taxes as may be imposed by taxing agencies.
- 32. Sublease tenants must abide by the terms of the Hangar Lease Agreement including any addenda thereto. The District, hangar tenant or sublease tenant may terminate the sublease agreement by giving 30 days written notice to the other two parties. If the sublease agreement is terminated by the hangar tenant, said tenant must take immediate possession of the hangar with an appropriate aircraft or lose possession of the hangar.
- 33. Acceptance of a sublease arrangement does not modify an individual's position on the Hangar Wait List.

SUBSHARING

- 34. If a hangar tenant wishes to subshare the hangar, tenant must submit a written request to do so. The District will assign an appropriate subshare tenant from the Hangar Wait List, starting

from the top of the list. The hangar tenant may decline the assignment of two willing subshare tenants before becoming ineligible to participate in the subshare program. A prospective subshare tenant may decline two offers of assignment before becoming ineligible to participate in the subshare program. The hangar tenant and subshare tenant must execute the District standard subshare agreement.

35. Acceptance of a subshare arrangement does not modify an individual's position on the Hangar Wait List.
36. Subshare tenants must abide by the terms of the Hangar Lease Agreement. The District, hangar tenant, or subshare tenant may terminate the subshare agreement by giving 30 days written notice to the other two parties.
37. All subshare arrangements are subject to the following rent surcharge in addition to the monthly hangar rent charged by the District: **\$30** for "T" hangars and **\$150** for executive hangars. The tenant will be billed by the District for one-half the monthly base rent, one-half of the subshare surcharge, and remains responsible for said rent. The subshare tenant will be billed by the District for one-half of the monthly base rent, plus one-half of the applicable surcharge. Any incentives the tenant elects to take advantage of will be processed by completing the required addenda to the Hangar Lease Agreement. Any incentives the subshare tenant elects to take advantage of will be processed by completing the required addenda to the subshare agreement. Any incentives based on square footage will be calculated based on one half of the square footage of the hangar being attributed to both the tenant and the subshare tenant. The hangar tenant is not authorized to solicit or accept any payment, in money or money's worth, from the subshare tenant. Monthly hangar rent is due on the first of each month and is considered late if not received in the District office by noon on the 15th of the month. Late charges will be levied to whomever fails to pay their portion of the rent by the specified due date deadlines.
38. If the hangar subject to the subshare agreement has a monthly utility surcharge, one half of the monthly utility surcharge will be charged to both the tenant and the subshare tenant.
39. Both the hangar tenant and the subshare tenant must execute a hold harmless agreement in favor of the District acknowledging that an arrangement such as the subshare program has many potential difficulties, that the District management recognizes but does not encourage such arrangements, that the arrangement is only allowed to ease hangar shortages, and that the District and District management will not act to resolve disputes regarding the use of subshared hangars.



John B. Jones Jr., President



5.3 Hangar Leasing Policy

Leasing, assignment, transfer, and use of TTAD non-commercial Hangars shall conform with the provisions detailed in this section and the FAA Policy on the Non-Aeronautical Use of Airport Hangars; Final Policy at 38910, and 38911, as maybe amended from time-to-time.

Circumstances may arise in the normal management of hangar assignments that are not addressed herein. In these circumstances the General Manager shall decide how to proceed using his/her best judgement. The General Manager can set policy to best maximize hangar use on a long-term, temporary, or nightly basis.

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Application – Entities desirous of obtaining an Agreement to use a TTAD Hangar shall complete and submit a Hangar Lessee Application (Hangar Application) to the General Manager.

- In addition to the completed Application, entity shall pay all applicable fees and provide a non-interest bearing deposit as stipulated in the Airport's as specified in the TTAD Master Rents and Fees Schedule. The TTAD shall retain a non-refundable portion of the deposit to cover administrative costs.
- If entity executes a Non-Commercial Aircraft Hangar Agreement (Hangar Agreement), the refundable portion of the deposit may be applied to applicable charges upon execution of the Hangar Agreement or to the first month's rent
- Upon receipt of the: (a) completed Application, (b) applicable fees, and (c) deposit, the entity shall be placed in the last position on the requested Hangar waiting list.

Hangar Waiting List – When demand for Hangars exceeds supply, the TTAD may manage Hangar assignments by maintaining a waiting list for T-Hangars, executive Hangars, and Hangar transfer requests. The TTAD may terminate a waiting list at any time. An Applicant on a waiting list is not guaranteed the occupancy of a Hangar.

- To be removed from a Hangar waiting list, the entity shall notify the General Manager in writing. At the time the entity is removed from the Hangar waiting list, the refundable portion of the non-interest bearing deposit shall be refunded to the entity.
- If an entity is desirous of reapplying, the entity shall apply in accordance with this section and be placed in the last position on the requested waiting list.

Annual Waiting List Maintenance Procedure – The TTAD conducts an annual waiting list maintenance program to ensure the integrity of the waiting list(s). Commencing one year after being established on a Hangar waiting list(s), entities are required to fully



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complete a maintenance form. The entity shall return the maintenance form to the TTAD along with an administrative fee as specified in the TTAD Master Rents and Fees Schedule within 30 days of receipt. It is the applicant's responsibility to ensure that the form is received by the TTAD. An entity who fails to return the form in a timely manner shall be dropped from the waiting list without further notice and the deposit shall be forfeited to the TTAD.

Hangar Transfer Request Waiting List – Lessees who desire to change Hangar assignments may apply to be placed on a Hangar transfer request waiting list. A Lessee who meets the following criteria is eligible to be placed on the Hangar transfer request list:

- Lessee has purchased an Aircraft incompatible with the assigned Hangar.
- Lessee has sold or otherwise disposed of the Aircraft and terminated the Hangar Agreement and agrees in writing to acquire a permitted Aircraft within 60 days.
- A Lessee who fails to procure a permitted Aircraft within 60 days will be dropped from the Hangar transfer request waiting list.

Hangar transfers are intended to accommodate specific Aircraft requirements as well as Lessee's preference. Consideration will not be given to transfer requests intended to accommodate non-aeronautical activities.

Notification of Hangar Availability – If a TTAD Hangar becomes available, the TTAD shall contact the entity in the first position on the Hangar waiting list.

- It is the entity's sole responsibility to keep a current address, telephone number, and email address on file with the TTAD.
- If the TTAD is unable to reach the entity by telephone or email in the first position on the Hangar waiting list within seven calendar days, the entity shall not be eligible to lease the available Hangar.
- In the event an entity fails to respond on two consecutive occasions, the entity shall be removed from the Hangar waiting list and the deposit shall be forfeited to the TTAD.

If the entity in the first position does not respond within seven calendar days, the TTAD shall contact the entity in the next position on the Hangar waiting list and so on.

Hangar Assignment Procedure – The General Manager shall make Hangar assignments subject to the following criteria:

- Aircraft compatibility with the available Hangar (as determined by the General Manager).
- Small Aircraft will not be assigned to an Executive Hangar.



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- Permitted Aircraft – an applicant must demonstrate to the General Manager that the Aircraft is owned and/or operated by (under the full and exclusive control of) the entity and provide evidence to this effect. Evidence shall be in the form of an Aircraft registration naming entity as owner, a copy of an Aircraft lease naming applicant as Lessee, or a bill of sale and associated FAA registration application.
- Fraudulent ownership information shall be deemed a default of the Hangar Agreement.

An entity who is offered a Hangar assignment has the following options:

- Accept the offer, execute a Hangar Agreement, and take possession of the Hangar with a permitted Aircraft or
- Decline the offer in writing and return to the bottom of the waiting list.
- Receive approval from the General Manager to delay possession of the hangar for a period of up to one year. Subject hangar is the property of the District during that time period.

An entity who fails to execute a Hangar Agreement or fails to decline the offer within 7 business days, shall forfeit the deposit to the TTAD and shall be dropped from the waiting list(s).

General Hangar Leasing Policy – Lessee must fully comply with the provisions of the Hangar Agreement

- Occupancy of a Hangar is not permitted until the Hangar Agreement has been fully executed.
- Lessee shall not assign, sublet, or permit occupancy or use of a Hangar by any entity unless authorized in writing by the General Manager.
- Compensation received by Lessee from unauthorized Hangar occupancy or use shall be forfeited to the TTAD.
- A Hangar Agreement is not transferable except to relatives within two degrees of consanguinity, spouses, or registered domestic partners.
- The TTAD reserves the right to reassign Hangars at any time. The TTAD does not consider space for non-aeronautical uses during reassignments.
- TTAD reserves the right to use Hangars in short-term occupancy programs.
- A SASO or entity with an Aircraft used for SASO lease back purposes, may enter into a Hangar Agreement providing Lessee possess a Commercial Operating Permit. Subject to the General Managers approval, hangar leases for lessees with a Commercial Operating Permit may be given priority in hangar placement.
- TTAD may review and amend the Hangar Agreement to ensure consistency with PMCDs and Legal Requirements.

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Utility Charges – The General Manager shall include utility charges (when not billed to Lessee) in the monthly rent. These charges may be adjusted annually based on actual TTAD costs for the prior 12-month period.

Signatory Rates – The TTAD may establish signatory rates for voluntarily meeting certain conditions. Lessees shall have equal access and opportunity to meet the prescribed conditions. The decision not to take a signatory rate shall not constitute default of the Hangar Agreement nor create a condition for denial of a Hangar Agreement.

Certificates of Insurance – A current certificate of insurance shall be delivered to the TTAD prior to the execution of the Hangar Agreement. It is the sole responsibility of the tenant to ensure that the TTAD has a current certificate of insurance.

Aircraft Partnership – Each Aircraft partner shall provide proof of ownership or lease and proof of liability insurance coverage to the TTAD.

Hangar Interest Transfer – Lessee may not transfer interest in the Hangar to an Aircraft partner within two years of the date of the Aircraft partnership agreement on file with the TTAD.

Hangar Occupation as Contingency for Aircraft Sale – The sale of any Aircraft, contingent upon the continued use of any Hangar, is not permitted. At the time of purchase, the new owner of the Aircraft must vacate the Hangar.

Vacating a Hangar – Lessee shall provide written notice to the TTAD no less than 30 calendar days prior to vacating a Hangar.

Hangar Trades – Lessees may elect to trade Hangars, if mutually agreed and subject to obtaining the prior written consent of the General Manager, in accordance with the following requirements:

- Each Lessee is in full compliance with the Hangar Agreement.
- Each Lessee must have used and/or occupied the Hangar for a period of not less than 30 calendar days.
- Prior written notification shall be provided to the General Manager at least 30 calendar days prior to the proposed trade date.
- Hangar trades will commence on the first day of the month.

Non-Flyable Aircraft – The General Manager may assign a Hangar to an entity with a permitted non-flyable Aircraft for up to 18 months. The TTAD requires the following documentation to allow occupancy beyond the 18-month period:

- A valid airworthiness certificate meeting all Legal Requirements.
- A copy or affidavit of an "annual inspection" verifying airworthiness.



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Note: The General Manager may extend the 18-month period if there are existing Hangar vacancies.

The TTAD may allow a Lessee to commence a construction project on a permitted Aircraft and retain possession of the Hangar for up to two years under the following conditions:

- Tenant must demonstrate construction progress to the General Manager 3 months after the date of lease execution and every three months thereafter.
- Prior written permission for the Aircraft construction project has been granted by the General Manager.
- Lessee is in full compliance with PMCDs and Legal Requirements.
- Lessee provides a copy of an FAA airworthiness certificate before the end of the two-year period.
- A copy or affidavit of an "annual inspection" verifying airworthiness.

The District may, from time-to-time, request a tenant provide additional information validating the ownership of the aircraft and that the aircraft is in a condition for safe operation. If it is deemed an aircraft is not safe for operation or out of compliance with lease requirements, the District may take steps to terminate the hangar lease.

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Loss of Hangar Assignment – The Hangar Agreement shall automatically terminate in the event of the following circumstances:

- Failure to comply with the terms of the Hangar Agreement.
- Lessee is no longer in possession of a permitted Aircraft for a period of 6 months.
- Permitted Aircraft is no longer flyable.
- Lessee acquires an Aircraft that is incompatible with the assigned Hangar.
- The General Manager deems that the hangar is not adequately utilized for aeronautical purposes.

Non-Aeronautical Use of Hangars - During times of high aeronautical Hangar vacancy, the TTAD reserves the right to lease hangars for non-aeronautical purposes within acceptable FAA guidelines as set forth in the FAA Policy on the Non-Aeronautical Use of Airport Hangars, as maybe amended from time-to-time.

Hangar and Airfield Maintenance – TTAD performs or contracts with companies to perform hangar and airfield maintenance as needed. From time-to-time this work may limit or prevent a lessee's ability to access a leased hangar. When possible TTAD will provide advance notice of such maintenance. During times that an aircraft is displaced from a hangar, TTAD will provide tie-down access on the Ramp. TTAD assumes no responsibility for any aircraft or personal items stored within District hangars whether during times of maintenance or the regular course of District business.

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TRUCKEE TAHOE AIRPORT DISTRICT

POLICY INSTRUCTION

PI NUMBER 507

Formerly PI 819

Effective: October 28, 2010

Revised: September 22, 2011

SUBJECT: ACCESS CONTROL OF THE AIRPORT OPERATIONS AREA (AOA)

PURPOSE: To establish District policy for the management of access to the Airport Operations Area (AOA) with the goals of preventing Vehicle/Pedestrian Deviations (V/PD's), avoiding runway incursions, and enhancing safety. This policy will collaterally increase security, but it is not specifically a security measure. Access control will be structured to minimally meet the goals outlined while maintaining as open a feel as possible for the AOA, and allowing tenants convenient access.

REFERENCES:

- A. California Penal Code Section 602 (u), Airport Trespass
- B. FAA AC 150/5210 – 20, Ground Vehicle Operations on Airports
- C. Rules and Regulations, Truckee Tahoe Airport District (TTAD)

DEFINITIONS:

Aeronautical Activity – Any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, on-demand operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft/facilities repair and maintenance.

Airport Operations Area (AOA) – The area of an airport, including adjacent terrain and facilities and their accesses, where aircraft movement takes place and access is controlled (FAA); that part of the airport used by aircraft for landing, taking off, surface maneuvering, loading and unloading, refueling, parking, or maintenance, where aircraft support vehicles and facilities exist, and which is not for public use or public vehicular traffic.

Movement Areas – Runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas; at towered airports, under ATC control. The movement area at TRK is defined as any area within the runway object free area (OFA). (See attached drawing for approximate boundary)

Non-Movement Areas – Taxi lanes, aprons and other areas not considered movement areas.

Tenant – Any authorized individual or entity with a TTAD lease or operating permit whose leasehold or permit area is in the AOA; or an employee, emergency services crew, contractor, or consultant of the District requiring AOA access to perform their job; or, crew and passengers of aircraft parked in the AOA.

Vehicle – Any personal or commercial conveyance other than an aircraft. Pedestrians and wheelchairs are exempted.

POLICY:

- A. Vehicles may enter the Airport Operations Area to conduct airport related business from 0600-2300 daily, or during supervised Airport operations.
- B. No vehicle shall enter the Movement Area without prior coordination (including appropriate training and safety markings) and two-way radio communications with UNICOM or an Airport escort.
- C. Pedestrians and wheelchairs may enter the AOA at any time for Airport related business, but they shall NOT enter the Movement Area.

GENERAL:

- A. Vehicle access gates to the AOA will remain open daily from 0600-2300. Gates 4, 5 and 7 will be closed at 1900, with Gate 6, near the administration building remaining open until 2300. All gates will close at 2300, requiring access media to open. The District may close or otherwise restrict vehicle and/or pedestrian access when safety or security considerations dictate.
- B. Vehicular access shall be limited to those vehicles engaged in an aeronautical activity, or those who have business dealings with a commercial tenant.
- C. Tenants-in-good-standing will be granted ongoing vehicular access to the AOA. The District shall make access media reasonably available to tenants. Reasonably available means: up to two initial access media are issued free-of-cost, and that the District may recover the cost incurred to replace lost or compromised media. A fee of \$20 per media will be assessed for replacement of each lost media. Hangar and business tenants are required to return all issued media upon the termination of a lease.
 - 1. Hangar sub-lease and share tenants will be issued two (2) additional media, as needed. The tenant of record, sub-leasing the hangar, may retain their media during the sub-lease period, but will be required to return it upon termination of the lease
 - 2. Commercial Operating Permit holders will be issued necessary access media upon request and at management's discretion.
 - 3. Annual and Semi-Annual Tie-Down Permit holders will be issued up to two (2) access media, upon request.
- D. Access media or codes will not be issued to overnight hangar users or transient users.
- E. Any person operating a vehicle in the AOA shall adhere to applicable laws, policies, procedures, rules and regulations, which may change from time-to-time.

SPECIAL CIRCUMSTANCES:

- A. Certain businesses, organizations, tenants, and aircraft partnerships may require temporary or ongoing access for individuals who are not otherwise tenants. This access may be granted by the District as needed.
 - 1. Employers, organizations, or aircraft partners with leasehold or an operating permit in the AOA shall provide an annual list of individuals requiring vehicular access.

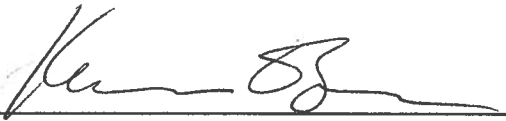
2. Additional media may be issued to businesses, organizations, tenants, and aircraft partnerships, upon approval by District management, for a fee of \$20 per media.

i. No more than two (2) additional cards shall be issued per hangar leasehold or agreement.

B. Police and fire departments will be provided appropriate access codes and/or media.

LOSS OF ACCESS PRIVILEGES:

- A. Tenants who fail to comply with their lease or operating permit provisions shall lose media-based vehicle access privileges; they will have to obtain access during normal business hours.
- B. Tenants or employees/organizational members of tenants who share their access media with people who enter the AOA for non-aeronautical purposes shall lose access privileges after one warning letter. Examples include, but are not limited to, unauthorized trash disposal or access to hangars for commercial, non-aeronautical business enterprises.



Kathleen Eagan, President

AOA Access Terms and Application

1. Applicant shall be subject to all applicable federal, state, local and District laws, regulations, and policies, as may be amended from time to time. Applicant consents to inspection when in the AOA.
2. Applicant agrees to use ramp access gate media solely for personal access to the AOA for aeronautical purposes, and agrees that such media and the access privileges granted are non-transferable and unassignable. Applicant agrees not to loan or give any access media to another person for any reason.
3. Applicant agrees to immediately report the loss or theft of any media to the airport office.
4. Applicant acknowledges that replacement of lost media is subject to a \$20.00 per media fee, due prior to the reissuance of such media.
 - a. Hangar and business tenants are required to return all issued media upon the termination of a lease or pay a fee of \$20 per media.
5. Applicant agrees to remain with any gate until such gate is closed behind the vehicle.
6. Applicant agrees to adhere to the following rules when operating a vehicle on the Airport Ramp:
 - a. Vehicles must yield to all aircraft, pedestrians and emergency vehicles.
 - b. AOA speed limit is 15 mph.
 - c. All traffic control signage and devices shall be observed.
 - d. Vehicles are not permitted to operate in the Movement Area at any time without prior permission and/or escort.
7. Applicant acknowledges and agrees that AOA access privileges may be revoked in writing after non-compliance with one written courtesy warning, in event of the following:
 - a. Violation of any of these Terms of Application;
 - b. Violation of any local, state or federal ordinance, rule or regulation, or policy;
 - c. Termination or loss of good standing of the lease, operating agreement, employment, or other need to access the AOA;
8. The District may restrict AOA access at any time if directed by any local, state or federal authority, or when the General Manager determines local safety/security concerns dictate.

By submitting this application and in consideration of the granting of vehicular access privileges to the AOA, I the undersigned applicant acknowledge that I have read, understand and agree to be bound by the aforementioned Terms of Application.

Printed Name

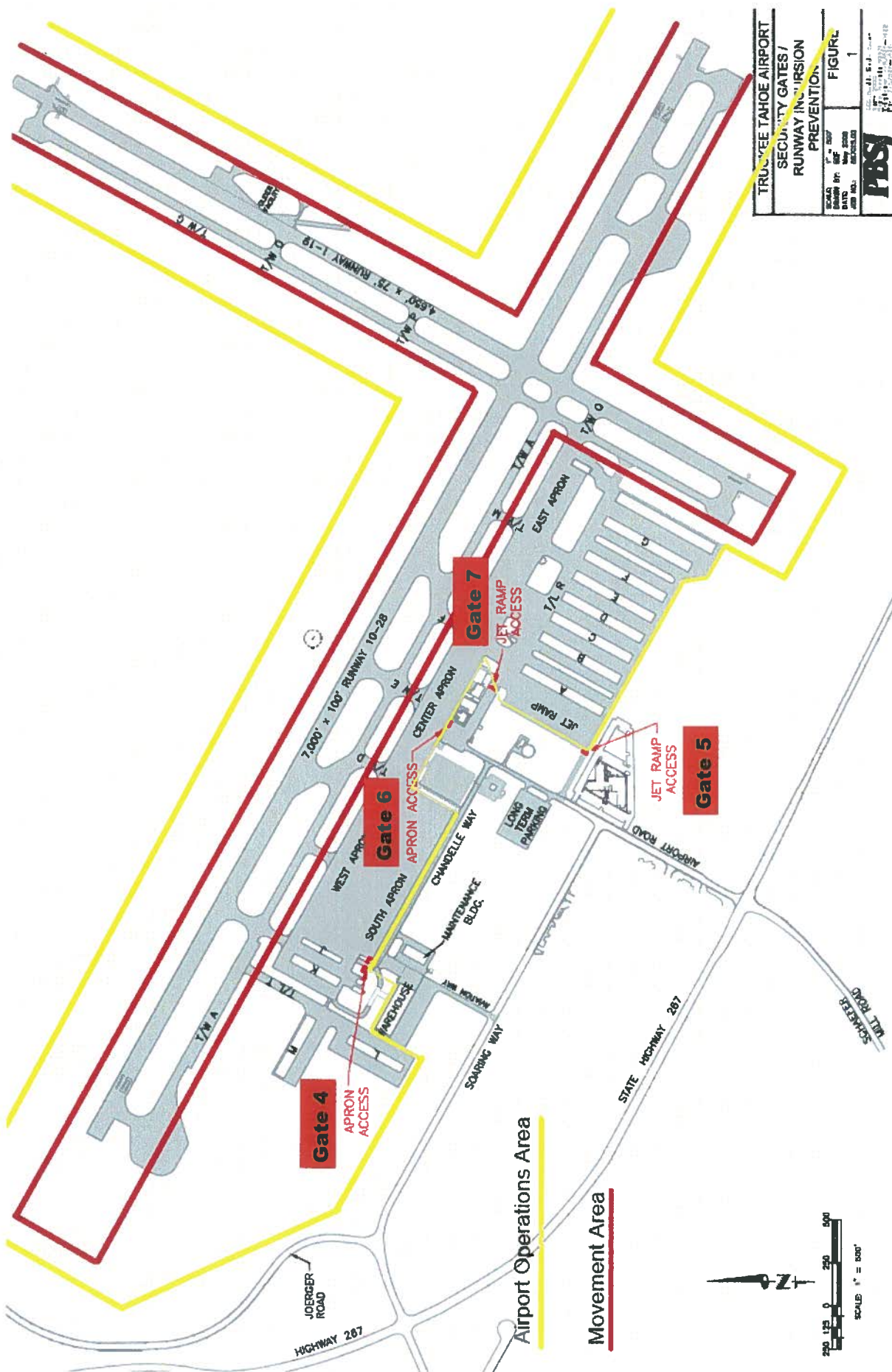
Hangar Number/Business Name

Applicant Signature

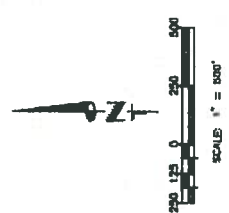
Date

-----TTAD Use Only-----

Lease/Permit Location	
Media Type & ID code	
Media Type & ID code	
Manager Approval (additional media only)	



TRUCKEE TAHOE AIRPORT	
SECURITY GATES /	
RUNWAY INCURSION	
PREVENTION	
SCALE: 1" = 500'	FIGURE 1
DATE: 10/1/2011	BY: [Signature]
APP: [Signature]	REVIEW: [Signature]



Airport Operations Area

Movement Area

JOERGER ROAD
HIGHWAY 267

STATE HIGHWAY 267

SCHAEFER
DELL ROAD

SOARING WAY

MAINTENANCE
BLOC

CHAUDELLE WAY

LONG
TERM
PARKING

ANCHORAGE

SOUTH APRON

WEST APRON

CENTER APRON

EAST APRON

TAXIWAY A

TAXIWAY B

TAXIWAY C

TAXIWAY D

TAXIWAY E

TAXIWAY F

TAXIWAY G

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TAXIWAY J

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TAXIWAY P

TAXIWAY Q

TAXIWAY R

TAXIWAY S

TAXIWAY T

TAXIWAY U

TAXIWAY V

TAXIWAY W

TAXIWAY X

TAXIWAY Y

TAXIWAY Z

Gate 7

JET RAMP
ACCESS

Gate 6

APRON
ACCESS

Gate 5

JET RAMP
ACCESS

Gate 4

APRON
ACCESS



VEHICLE RULES AND REGULATIONS

5. VEHICLE RULES AND REGULATIONS

5.1 Legal Requirements

All Vehicle Operators shall comply with the State of California Vehicle Code, these Rules and Regulations, directives issued by the General Manager, and the orders of Law Enforcement Officers.

5.2 Licensing and Permit

Except for Vehicles which are exclusively used on the AOA, all Vehicles shall meet the State of California licensing and registration requirements. Vehicle Operators must have a valid Vehicle Operator's license and evidence of insurance as required by State of California law, including those vehicles operated exclusively on the AOA.

5.3 Equipment

Vehicles shall not be operated at the Airport unless the Vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position.

Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing Vehicles.

5.4 Operations

Vehicles are not permitted to be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property.

Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger persons or Property is prohibited.

No tank Vehicle, truck, or semi-trailer used for the transportation of flammable liquids, Fueling, or defueling of Aircraft shall be operated on the AOA unless approved in writing by the General Manager.

Vehicles shall not be operated in any Hangar for a prolonged period of time unless the Vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

The operation of Vehicles which are overloaded (as designated in the vehicle operation manual) are prohibited.

Airside and Landside Speed Limits:

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

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VEHICLE RULES AND REGULATIONS

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	TRK
Airside	15
Landside	25

Vehicle Operators shall not, after receiving a visual or audible signal from a TTAD employee or Law Enforcement Officer fail to stop the Vehicle being operated, operate the Vehicle in disregard of the signal, or impede or interfere with or endanger persons or Property.

Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by a TTAD employee or Law Enforcement Officer.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle with the exception of Emergency Vehicles that are designed specifically for such operations.

Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles or equipment, and pedestrians.

Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe and secure operation of the Aircraft.

- Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not overtake or pass in front of a moving Aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing Aircraft and shall pass to the rear of taxiing Aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged Aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall not be operated on the Ramp in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Tugs (Towing Vehicles and Related Equipment):

- Positive locking couplings are required for all towing Vehicles and related equipment.
- Aircraft towing Vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

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VEHICLE RULES AND REGULATIONS

5.5 Air Operations Area/Ramp

Persons or entities desiring access to the AOA shall complete the TRK AOA Access Terms Agreement Form and fully comply with the terms and conditions contained therein. Vehicular access to the AOA shall be limited to those with access media, who are engaged in an Aeronautical Activity, or those who have business dealings with the Airport or an Operator.

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Vehicle Operators entering or exiting the AOA shall stop and allow the gate to fully close before proceeding. No tailgating. The Vehicle Operator shall ensure that no unauthorized Vehicles or persons gain access to the Airport while the gate is in operation. If the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the TTAD or "911".

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Authorized pedestrians and wheelchairs may enter the AOA for Airport related business, but they shall not enter the Movement Area.

Lessees and Operators shall provide an annual list of individuals and Vehicles requiring Vehicle access to the AOA.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the General Manager in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The General Manager may restrict Vehicles to a certain area(s) of the AOA. Such restrictions may prohibit Vehicle operations outside the designated area(s).

Use of motorhomes, mini-bikes, dirt bikes, all-terrain Vehicles, go-carts, roller blades, skate boards, unauthorized bicycles, or unicycles or other similar devices for recreational purposes are not permitted without the prior written permission from the General Manager.

5.6 Movement Area

No Vehicle shall enter the Movement Area as delineated in Appendix 9.5 without prior coordination (including appropriate training and safety markings) and two-way radio communications with Unicom or a TTAD escort.

Vehicles on the Movement Area shall be painted and/or properly marked in a manner approved by the General Manager. No person shall take or drive any Vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the General Manager.

Vehicles used exclusively on the AOA shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view and in compliance with AC 150/5210-5B. The beacon shall be activated by the Vehicle Operator prior to entering the AOA and shall remain in operation while the Vehicle is in the AOA.

When construction-related Vehicles are required to enter or work within the Movement Area, such Vehicles will be marked with an approved orange and white checkered flag (for daytime operations) or an amber beacon (for nighttime operations). If the construction Vehicle is not equipped with a two-way radio capable of communicating on the proper aeronautical



VEHICLE RULES AND REGULATIONS

frequencies, the Vehicle shall be escorted at all times (while in the Movement Area) by a TTAD authorized Vehicle and authorized personnel having radio contact with TRK Unicom or have a flagman (with a two-way radio capable of communicating with TRK Unicom) stationed at the area(s) designated by the General Manager to give instructions to the Vehicle.

5.7 Accidents

A Vehicle Operator involved in an Accident resulting in any injury or death to a person(s) or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the Vehicle) must remain at the scene until Law Enforcement Officers and/or the Truckee Fire Protection District take a full report.

5.8 Cleaning and Maintenance

Unless otherwise approved in writing by the General Manager, Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such Vehicles from the Airport.

5.9 Parking or Stopping

Vehicles shall be parked only in designated areas unless otherwise approved in writing by the General Manager. No vehicles shall be left unattended on the Ramp area.

Vehicles shall not be parked or stopped so as to obstruct Aircraft, Vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 3 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading Aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. No vehicle parking is allowed in front of the terminal building or along the airside in front of the playground.

Displaying Vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the General Manager.

- Parallel parking along the perimeter curb of the Vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Aircraft Operators may park Vehicles which are fully operational, completely functional, and properly permitted by the General Manager inside the Hangar while the Based Aircraft in the Hangar is gone.

- Vehicles may not be parked on Tiedown areas.
- Abandoning a Vehicle anywhere on the Airport, including on Leased Premises, is prohibited.

Unless approved in writing by the General Manager, the parking or storage of boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain Vehicles, race cars, recreational Vehicles, trailers, and other similar Vehicles in a Hangar or anywhere else on the Airport is prohibited.



VEHICLE RULES AND REGULATIONS

The General Manager may boot, tow or otherwise remove any Vehicle which is disabled or parked in violation of these Rules and Regulations (or if the Vehicle creates a safety or security hazard or interferes with Airport operations), or is parked in either the Airport Administration Building parking lot or the Long Term Parking lot if a current and valid Vehicle license plate and sticker is not prominently displayed, at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the TTAD.

5.10 Fees and Permits

A Vehicle Owner or Operator who parks a Vehicle overnight on the Airport shall pay overnight parking fees established in the TTAD Master Rents and Fees Schedule unless the Vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the TTAD.

A Vehicle Owner or Operator who desires to park a Vehicle in excess of seven (7) consecutive days at the Airport must procure a parking permit from the TTAD, park in the long-term parking lot located south of the Airport Administration Building, and pay parking fees established by the TTAD. Vehicles must prominently display the temporary tag, hang tag, or sticker issued by the TTAD.

5.11 Loss of Access Privileges

Unsafe or reckless vehicle conduct found to be in violation of these Rules and Regulations as determined by the General Manager are subject to the following penalties:

- First Offense
 - Warning in writing
- Second Offense
 - 30-day loss of access media
- Third Offense
 - Termination of hangar lease

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COMMERCIAL VEHICLE RULES AND REGULATIONS

6. COMMERCIAL VEHICLE RULES AND REGULATIONS

6.1 Legal Requirements

All Commercial vehicle transportation companies and car rental companies shall comply with these Rules and Regulations and other applicable Legal Requirements.

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6.2 Commercial Vehicle and Operator Licensing

Prior to providing Commercial vehicle transportation services, all Commercial Vehicle Operators (e.g., taxi, Limousines, charter party carrier/passenger stage carrier, and Courtesy Vehicle operators) providing Commercial ground transportation services must apply for and receive an approved Commercial Operating Permit from the TTAD.

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Commercial Vehicle Operator shall (at its own cost and expense) obtain from all applicable Agencies having jurisdiction, all licenses, permits, consents, approvals, and authorizations that may be required for the provision of Commercial ground transportation services at the Airport. Such documentation shall be produced for examination immediately upon request by the General Manager.

All required Commercial Vehicle Operator identification shall be displayed in the windshield or other location as directed by the General Manager. No person shall remove, damage, or tamper with Commercial Vehicle identification, Commercial Vehicle Operator identification and access media are non-transferable.

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Commercial Vehicles shall be clearly identified with the name of the Commercial Vehicle Operator on the outside of the Vehicle visible to passengers.

6.3 Non-Transferable

Commercial Operating Permit identification and access media shall not be assigned or transferred without prior written approval of the General Manager.

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6.4 Air Operations Area/ Ramp

Commercial Vehicle Operators with a Commercial Operating Permit shall fully comply with the terms and conditions contained therein.

Commercial Vehicle Operators entering or exiting the AOA shall stop and allow the gate to fully close before proceeding. No tailgating. The Commercial Vehicle Operator shall ensure that no unauthorized Vehicles or persons gain access to the Airport while the gate is in operation. If the Commercial Vehicle Operator cannot prevent such access, the Commercial Vehicle Operator shall immediately contact the TTAD or "911".

Authorized pedestrians and wheelchairs may enter the AOA for Airport related business, but they shall not enter the Movement Area.

Commercial Vehicle Operators shall provide an annual list of individuals and Vehicles requiring Vehicle access to the AOA.

Commercial Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the General Manager in writing and



COMMERCIAL VEHICLE RULES AND REGULATIONS

shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The General Manager may restrict Vehicles to a certain area(s) of the AOA. Such restrictions may prohibit Vehicle operations outside the designated area(s).

6.5 Insurance

Commercial Vehicle Operator shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial Vehicle Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the TTAD.

A current copy of Commercial Vehicle Operator's insurance must be kept on file with the TTAD.

- The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of California (with a Best rating of A or above) or be approved in writing by the TTAD.
- Required terms and limits shall be established by the TTAD.
- Insurance terms shall, at a minimum, assume financial responsibility for injuries to persons, employees, and property caused by Commercial Vehicle Operator's activities.
- Commercial Vehicle Operator shall maintain worker's compensation for all employees.
- Insurance shall identify the TTAD, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

6.6 Parking or Stopping

After discharging passengers, each Commercial Vehicle shall immediately leave the Airport (not Loiter). Commercial Vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic, with moving Aircraft, moving Refueling Vehicles, emergency Vehicles, ramp service personnel, pilots and passengers, and pedestrians. Parking is only allowed in designated parking areas. No stopping or dropping off passengers on the airside of the terminal building or playground area.

6.7 Commercial Vehicle Operator Conduct and Appearance

The TTAD is committed to minimizing negative impacts on the local Truckee Communities. Commercial Vehicle Operators shall make a concerted effort to reduce and/or eliminate any adverse impacts associated with Commercial Vehicle operations. Commercial Vehicle Operators are subject to community annoyance reduction programs and operational restrictions posted on signs or placards. Commercial Vehicle Operators shall prominently display and distribute TTAD informational materials that support community annoyance reduction programs.

Commercial Vehicle Operator is prohibited from Loitering.

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COMMERCIAL VEHICLE RULES AND REGULATIONS

Commercial Vehicle Operator shall not solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any Commercial Vehicle Operator or use offensive, abusive, or obscene language, gestures, or other forms of communication.

Commercial Vehicle Operator shall maintain a professional look and appearance. Commercial Vehicle Operator shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

6.8 Commercial Vehicle Equipment and Condition

All Commercial Vehicles shall be kept in good operating condition and appearance. Each Commercial Vehicle shall be subject to inspection by the General Manager at any time to determine compliance with these Rules and Regulations. Failure to pass any portion of the inspection may result in the Commercial Vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the General Manager.

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6.9 Fees

Nothing in these Rules and Regulations shall be construed as granting any Commercial Vehicle Operator the right to operate at the Airport without first obtaining a Commercial Operating Permit and meeting all other requirements and without paying the fees which may be established and assessed by the TTAD.

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6.10 Complaints

Commercial Vehicle Operator shall respond fully in writing and/or as otherwise requested by the General Manager within 14 calendar days to any written customer complaint and shall assist the TTAD to investigate and resolve customer complaints. Commercial Vehicle Operator shall respond fully in writing and/or as otherwise requested by the TTAD within 14 calendar days to any inquiry by the General Manager.

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6.11 Penalties

The penalties for Commercial Vehicle Operators who are determined by the General Manager to be in violation of these Rules and Regulations follow:

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- Unsafe Commercial Vehicle
 - Suspension of privileges pending compliance
- Minor violation (including, but not limited to, Loitering in the Administration Building)
 - First Offense – 24 Hour Suspension of Commercial Vehicle Permit
 - Second Offense – 30 Day Suspension of Commercial Vehicle Permit
 - Third Offense – Permanent revocation of Commercial Vehicle Permit
- Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a directive of the General Manager, offensive language, gestures, or other actions, or conduct that is discourteous or unprofessional)
 - First Offense – 7 Day Suspension of Commercial Vehicle Permit
 - Second Offense – 30 Day Suspension of Commercial Vehicle Permit



COMMERCIAL VEHICLE RULES AND REGULATIONS

- Third Offense – Permanent revocation of Commercial Vehicle Permit
- Reckless driving, arrest at the Airport for any criminal action, and driving under the influence of alcohol and/or drugs
- First Offense – Permanent revocation of Commercial Vehicle Permit

Any combination of offenses in excess of three may result in the permanent revocation of Commercial Vehicle Permit.

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TRUCKEE TAHOE AIRPORT DISTRICT POLICY INSTRUCTION

PI NUMBER 510

Formerly PI 8251

Effective: December 18, 1986

Approved: September 22, 2011

SUBJECT: HOT AIR BALLOON OPERATIONS

PURPOSE: The Truckee Tahoe Airport District supports hot air balloon operations from Truckee Airport. Balloon operations must be conducted in a safe and orderly manner just as aircraft and sailplane operations are.

POLICY:

A standard procedure instruction outlining balloon operations at the Truckee Tahoe Airport will be published as guidance for Airport Operations personnel and balloon operators.

Kenneth B. Jones, President