

## Lauren Tapia

---

**From:** Mike Mayo <gliderechofive@gmail.com>  
**Sent:** Tuesday, September 12, 2023 6:20 PM  
**To:** Comments  
**Subject:** TTAD board comment

This comment is addressed to Airport Management and to the majority of the TTAD board that gives Management their marching orders.

This comment addresses the appearance, or optics, generated by the actions of said Management.

I am a resident of your district. Just around the corner from Glenshire Elementary School. I am making this comment as a payer, via property taxes, of your airport income. Income that is intended for use maintaining and improving airport assets. Presumably for the purpose of making it possible for residents of the district to participate in aeronautical activities. I just so happen to also have been participating in the sport of gliding, for a few decades, at Soar Truckee.

It appears that you have spent many tens of thousands of our property tax dollars on consultants and lawyers. Those many tens of thousands of our property tax dollars were, according to your monthly check reports, spent specifically on opposing informal administrative complaints to the FAA by your tenants. Heaven knows why you paid lawyers and consultants to oppose your tenants in a matter that was informal and administrative rather than legal.

You could have made an informal response to each of the complaints. That would have taken just a little staff time. Instead you spent oodles of our money on a lawyer who, of course (being a lawyer), filled eight pages of text with obfuscations and lies that did nothing to address any of the complaints. And prior to that you spent oodles of our money on a consultant to give you an opinion of "market rent". Not an appraisal. AMCG (the consultant) specifically said in the rent study that it was not an appraisal. They even put a certificate at the end of some of their documents. Certificates stating that they are not authorized to do appraisals (except for one temporary authorization). After all this expense we are no further ahead. You have, most likely, only succeeded in convincing your tenants, providers of aeronautical possibilities to the people, and convincing their customers, and their members, that you are opposed to people participating in aviation based activities, hobbies, and sports. Oh my. What a way to run an airport.

Optics ..... none of this makes you look good.

What should one conclude lies behind these appearances?

Perhaps you are taking the voluminous writings of the consultant as gospel? I do appreciate TLDR. Same for the lawyer's ramblings? Would that not give the appearance of negligence, though?

Perhaps, underlying the appearance, there is a strategic effort to expel tenants? Demanding 2.5 times a tenant's gross revenue (as you did) does look like surreptitious eviction. Or it could, simply, be a matter of not reading the text critically. Either way it does not give the appearance of you doing your jobs effectively and conscientiously.

Your consultant, AMCG, said in their rent study that you should be setting "market rent" lease prices rather than negotiating. You appear to have been following that advice. Presenting non-negotiable prices. Given that you are not negotiating then you have been violating the Brown act by discussing these matters in secret ("closed session"). The Brown Act permits closed session discussion of tactical aspects of current real estate negotiations so that such discussion, out of the public eye, would not interfere with, or prejudice, those negotiations. Presenting non-negotiable prices is not negotiation. Therefore not permitted, by the Brown Act, in secret. Public discussion of non-negotiable prices does not adversely affect any kind of negotiations.

I am not accusing you of anything. I am not alleging anything. I am just telling you what your actions look like. I am not standing in opposition to you. It is your prerogative to decide whether or not we are opponents. My preference is that we be friends. That we cooperate in facilitating safe and cost-effective aeronautical activity. I am just letting you

know what your actions look like from the people's perspective.

Sincerely and respectfully,  
Mike Mayo

---

**Here is one example of your consultant (AMCG) skillfully burying a LIE within Obfuscation**

In AMCG letter, dated February 24, 2023, to Robb Etnyre ....

"

The Soar Truckee Ramp (or Apron) is located within the AOA, defined in the Rules and Regulations as "a portion of an airport which includes Aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures." However, an important distinction is the Soar Truckee Ramp is in the Non-Movement Area, which is defined in the Rules and Regulations as "those portions of the Airport where Aircraft taxi or are moved without radio contact with Unicom or other Aircraft." This is further delineated in Appendix 9.5 Movement, Non-Movement, and Restricted Areas of the Rules and Regulations. Given the location within the Non-Movement Area, it is appropriate to include the Ramp (or Apron) within the Soar Truckee leased premises (as defined in the Rules and Regulations as "the land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee").

"

Note, AMCG says .... "it is appropriate to include the Ramp (or Apron) within the Soar Truckee leased premises"

But, In "Rules and Regulations", TTAD says ..... [https://truckeeatahoeairport.com/documents/424-rules\\_and\\_regulations-trk-revised-9-26-2018-pdf](https://truckeeatahoeairport.com/documents/424-rules_and_regulations-trk-revised-9-26-2018-pdf) ....

"Ramp—Those Paved areas of the Airport within the AOA designated by the TTAD for parking, loading, unloading, fueling, or servicing of Aircraft."

Note "Paved areas". .... thus the area leased to Soar Truckee is not "Ramp" (the area is not paved)

**Note the volume of obfuscation hiding the lie.**

---

-----

---

-----