

## NORTHERN COLORADO

### REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

#### MEETING AGENDA THURSDAY FEBRUARY 17, 2022 3:30PM - 5:00PM

CALL TO ORDER **ROLL CALL PUBLIC COMMENT CONSENT AGENDA** 

- JANUARY 17, 2022 MEETING MINUTES
- 2. JANUARY FINANCIAL STATEMENTS
- 3. AIRPORT DIRECTOR'S REPORT
- 4. LEASE ASSIGNMENT AND ASSUMPTION - 5261 STEARMAN
- 5. SHORT TERM LEASE AGREEMENT - BOYD LAKE SELF STORAGE

#### APPROVAL OF CONSENT AGENDA

#### AIRPORT DIRECTOR'S REPORT COMMENTS

#### **REGULAR AGENDA**

- 6. STRATEGIC PLANNING RETREAT
- 7. HANGAR DEVELOPMENT RFP DISCUSSION AND POSSIBLE EXECUTIVE SESSION CONSISTENT WITH C.R.S. 24-6-402(3)(a)(I) and/or C.R.S. 24-6-402(3)(a)(V)
- 8. **BUSINESS FROM MEMBERS**

#### **PULLED CONSENT AGENDA ITEMS ADJOURN**

## Meeting Planning Calendar

Date To Be Determined March 24 • Half Day StratOp Session

• Federal Funding: Bipartisan Infrastructure Bill Capital Plan

• Remote Tower Certification Update

•Terminal Concessions Car Rental & Food/Beverage Vendor

April 21

•Terminal Funding: Philanthropic Feasibility Study Report

Next Regularly Scheduled Planning & Development Subcommittee Meeting: February 23 @3:30. Agenda and materials available at www.flynoco.com/airport-commission/pdsc.



#### January 20, 2022 Meeting Minutes

**Call to Order:** Chair Overcash called the meeting to order at 3:29 pm

**Roll Call:** Chair Overcash, Vice-Chair Fleming, Commissioners Adams,

Arndt, DiMartino, and Stooksbury were present. Commission Adams, Arndt, and DiMartino connected via teleconference.

Commissioner Burgener was absent.

#### **Public Comments:**

**Scott Lindy Royer II**: Requested the airport be renamed after Marvin Bay, who taught aviation at the Aims Community College for 33 years.

Commissioner Burgener arrived 3:33 p.m.

#### **Consent Agenda**

Vice-Chair Fleming moved to approve the Consent Agenda. The motion, seconded by Commissioner Stooksbury carried with all the Commissioners present voting in favor thereof.

Pulled Items None
Consent Follow up None

Monthly Report Follow-up: The airport finished 2021 in a positive financial position. Highlights include increased fuel revenue from increased fuel loads and rising oil prices from last year. This latest revenue report was higher than normal due to reimbursement received for airport equipment used in fire support for 2020 wildfires and income generated from the air show; which was about 85% of the \$205,000 in miscellaneous income. The Airport's self-generated revenues were just under \$1.3 million for two years which is also attributed to increases in land leases and development.

Consolidated usage information for the airport was provided in this year-end report which should provide a quick glance to see the Airport's operations standpoint. 1.2 million gallons of fuel were sold in 2021, which is 200,000 gallons more than what was seen in the past. In the last three years prior, that number has been right at around 1 million gallons total, which includes jet fuel and aviation gasoline.

The airport finished 2021 with over 100,000 flight operations during air traffic control's operating hours of ten hours a day, seven days a week. Including the estimated operations outside of those hours gives an approximate total of 120,000 arrivals and departures supported last year, which supports a wide variety of aircraft. The information from air traffic control (ATC) is limited, since the system has only been operating for the last 22 months, so the data point suggests activity has stayed static throughout 2020. The last half and throughout the year 2021 are comparable. It is assumed that 100,000 takeoffs and

landings every year is the average, but there is no other data to support that from previous years.

The Remote Tower testing is delayed yet again from the pandemic. The team is still planning on the February 8th start for now. Unfortunately, data from the county reflects the peak has not been met in Larimer County. If this latest planned start date doesn't occur, then a later date could be determined. FNL's ATC tower, as a result of the pandemic, has had a rough start and a few controllers have tested positive. ATC was down three of the five air traffic controllers in the last week. This resulted in a couple of days with limited scheduling reducing the ten-hour day down to an eight-hour day.

Public Comments: None

Commissioner Adams disconnected and arrived in person 3:37 p.m.

#### **Regular Agenda**

5. TERMINAL
FUNDING:
PHILANTHROPC
FEASIBLITY STUDY
UPDATE

The role of philanthropy is a unique but growing revenue stream for municipal infrastructure including the development and expansion of airports. More than ever before, municipalities are leveraging the role and potential of private-public partnerships. This includes charitable giving as a vehicle to fund strategic priorities and community needs that fall outside municipal budgets but are well-positioned for private funding.

A Philanthropic Feasibility Study was approved by the Commission in the spring of 2021 and an RFP was issued in April 2021. The Airport Commission approved funds to secure the study and the contract was awarded to Philanthropic Experts, LLC. The purpose of the study is to assess the feasibility of philanthropy to support the airport expansion as well as cull stakeholder input related to future initiatives and services at Northern Colorado Regional Airport.

The purpose of this item is to build a common understanding about the project—what it is and what it is not.

- It will explore the potential of charitable support as an ancillary funding stream for the NoCo Regional Airport terminal project.
- A Philanthropic Feasibility Study is also an opportunity to strengthen relationships with and among key community stakeholders.
- Importantly, this project is about assessing feasibility; it is not an active fundraising campaign.

The presentation and discussion, reviewed the goals of this project, scope of work and deliverables, and a general timeline.

A short discussion was brought up about remote participation for the public and the inability to hold hybrid meetings. At the May 20, 2021 meeting, the Commission voted unanimously to hold meetings for in-person attendance only. However, no official action was taken by the Commission at this meeting regarding this discussion.

**Direction:** Nina will develop the updated workplan with defined outputs and expectations to airport staff for feedback and then provide it to the Commission. Philanthropy Experts is targeting the Commission's April 21<sup>st</sup> meeting to provide the presentation and report on their findings.

Public Comments: None

6. RECOMMENDATION
TO AWARD CONTRACT
TO DIBBLE
ENGINEERING & VFLA
ARCHITECTS FOR 100%
TERMINAL
ARCHITECTURAL &
ENGINEERING DESIGN

The design team from Dibble Engineering, VFLA Architects, and Swanson Rink submitted a proposal and negotiated with staff on scope and fees to continue through the design process. The design will evolve to include the company approved by the Commission in the item following this, which is the Construction Manager at Risk (CMaR).

The Terminal Building Project is based on the 2020 Northern Colorado Regional Airport Master Plan and stakeholder input from the project's scoping meeting on June 4, 2020. Based on this starting point and input from a series of charrette stakeholder meetings during the prior design phase, the Schematic Design package was developed and submitted to the Airport Commission in August 2021. Subsequently, the Schematic Design package was approved by the Airport Commission in September 2021, with the direction to move forward with obtaining a construction company to partner with for the remainder of the design and ultimately construction through the CMaR delivery method chosen for the project.

This scope of work is to extend the approved Schematic Design package through Design Development and Construction Documents in preparation for the Construction Phase of the terminal. This scope of work includes a base fee and optional allowances to provide maximum flexibility for FNL to capture any potential funding beyond the current available budget. Below are details on the base design and the allowances that will enable the most flexibility if needed for the project:

- Base Design Design for the Terminal Building as developed in Schematic Design, minimal rework of the existing parking lot, and an interim Loop Road.
   The Base Design will be developed for the anticipated base GMP and will be targeted to be as close as possible to the available budget.
- Design Allowance 1 Design for the Ultimate Loop Road.
- Design Allowance 2 Design for reconstruction of existing parking lot and expansion to the north.
- Design Allowance 3 Design for widening of Earhart Road.

This item provided updated information on timelines and budget for the project.

Commissioner Adams moved to approve the contract amendment with Dibble Engineering and VFLA Architects for the continuation of the design from 30% to 100%. The motion, seconded by Vice-Chair Fleming carried with all the Commissioners present voting in favor thereof.

Public Comments: None

7. RECOMMENDATION
TO AWARD CONTRACT
FOR CONSTRUCTION
MANAGER AT RISK
FIRM FOR THE
TERMINAL PROJECT

One year ago, the terminal design project kicked off with the qualification-based selection process for a team of professionals to begin designing the future airport terminal building. The Airport contracted with the most qualified team that consisted of the airport specialized firm Dibble Engineering and Fort Collins based VFLA Architects.

Since then the project team has conducted a stakeholder-driven schematic design process that included four charrette exercises where feedback from airport stakeholders was integrated into every step. The goal of the project is to expand the Airport's Commercial services infrastructure through a sustainable iconic new facility that will serve as a new gateway to Northern Colorado. The current plan includes a 26,600 square foot facility that includes high quality architectural themes and finishes.

The project reached the 30% schematic design milestone in September, and is now working to obtain a construction management company to join the design team. The Construction Manager at Risk (CMaR) project delivery method is a qualifications-based selection process and will establish a negotiated guaranteed maximum price upon the end of the design process.

Staff and the design team published the CMaR request for proposals (RFP) in November and received a high amount of interest from many highly qualified firms with experience constructing similar facilities. Since receiving the submittals in December, a team of individuals from both Cities and the design team have spent a considerable amount of time evaluating the submittals, shortlisting the top firms, interviewing, and have come to a consensus to make a recommendation. The selection panel consisted of the following individuals:

- Chris Aronson: VFLA Architects
- Jared Bass: Dibble Engineering
- Brian Hergott: City of Fort Collins Senior Facilities
   Project Manager
- Michael Hogan: City of Loveland Facilities Manager
- Jason Licon: Airport Director
- Ken Mannon: City of Fort Collins Operations Services
   Director

The CMaR RFP selection panel recommend Hensel Phelps as the most qualified Construction Manager at Risk firm for the project. The Hensel Phelps team will partner with the Airport to get the project designed and ultimately built. This approval will allow the Hensel Phelps team to work in lock step with the rest of the consultants hired to design the project through complete design.

This item will review information about the selection process and rationale for the recommendation.

Commissioner Adams moved to accept the recommendation from the selection panel to award the Construction Manager at Risk Contract to Hensel Phelps as presented for the Terminal Project. The motion, seconded by Commissioner Stooksbury carried with all the Commissioners present voting in favor thereof.

Public Comments: None

8. 2022 STRATEGIC
WORK PLAN DRAFT

In February of 2021, Stacey Pearson of Spinnaker Strategy facilitated a two-day StratOp session. On February 18th she will be leading a half-day session to refine, update, and operationalize the plan.

Suggested agenda for half-day StratOp session:

- Review/Update
  - Bring new Commission members up to speed
  - Discuss staffing and day-to-day operations

- Highlight the changes
- Discuss the successes and illustrate the time and effort required
- Discuss where we fell short and why
- Set the Action Plan:
  - Refine/scrub the 4 strategic focus areas
  - Review/refine potential action steps for 2022-2023
  - Prioritize focus areas and action items (What is important now?)
  - Align funding/resources with focus areas/action items
- Refine success metrics
- Communicate the Plan
  - Format Decide on the best format that adds value and will communicate the content internally and externally (i.e. 2018 strategic plan or plan-on-a-page format, or both, or other)
  - Communications decide on the groups that need this content, then select the format and content to share

**Direction:** February 17<sup>th</sup> will be added back on the schedule for a regular Commission meeting and the Hangar RFP selection committee will have a recommendation for the Commission at that meeting. If February 17<sup>th</sup> cannot be met by the selection committee, then a new date will be scheduled by February 7<sup>th</sup>. February 18<sup>th</sup> will remain scheduled separately for the half day StratOp session.

Commissioner Stooksbury moved to add Scott Schorling from the Loveland Economic Development Department to the PDSC. The motion, seconded by Vice-Chair Fleming carried with all the Commissioners present voting in favor thereof.

Public Comments: None

## 9. BUSINESS FOR MEMBERS

#### Stooksbury

In respect to philanthropic giving. I think we should ask the question as part of the feasibility study, are there any other airports where this has been done? Has Denver taken advantage of it or any other airports? Nina mentioned, some items about this kind of capital giving and how it might be different and a little bit more difficult. But I think we need to understand that segment. Just as a quick aside in today's presentation. Thank you very much for calling it the \$7 million funding shortfall, it is what it is. That segues into my second point. I think as a commission, I would like for us to revisit other possible funding options for that shortfall. I'm coming back to the public private partnership that we've never really gotten traction for. And that's part of the

reason why I asked you about spending CARES Act money in ways that would not traditionally be subject to federal grants. But, you know, are there bonding instruments? Are there private bonds or are there other things that we could be doing for this \$7 million to evaluate as possible sources of that and not just rely on a handout for that? So that that's my impression of it.

**Overcash** 

Thank you. Good questions, good challenges. Sure, both sides are very involved. We're putting former Fort Collins city manager Darin Atteberry and Mr. Adams on the hot seat if we don't get that \$7 million. We got to find it someplace. We're committed to finding it. We need to make that work. There's lots of ways of doing it.

Stooksbury cont.

Tweet New Haven Connecticut Airport, who is the poster child for a public private partnership. Who's the airline that centered there?

Licon

Avelo

Stooksbury cont.

Who's the airline here? It just seems like there's an opportunity, and we're not knocking on the right doors. And I understand there's an RFP processes and things like that. But you know, if we're putting up the first \$17 million and we're only looking for another seven, then there's a way to structure that deal, it could be a very attractive win-win. And I just don't know that we're presenting it that way.

**Adjournment:** 

Meeting adjourned at 5:21 p.m.

Respectfully Submitted,

Vice-Chair, Tom Fleming

# Jan 20, 2022 REGULAR MEETING SIGN IN SHEET Please Print Your:

NAME	ORGANIZATION
Scottlindy 2 Royal	"Spirit of St. Louis 2"
JARGO BASS	DIBBLE
Rich Lavino	CPM
Jacki March	C. y of lovel and
Diane Joses	POSC
Danny Accinn	Jet (en ter
Cameron Singh	Business Austion Group City of Lovelend
SIGT Schorling	City of Lovelend
Gina Gonzales	GRA
Chris Aronson	VFLA
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## NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER**: 2

**MEETING DATE:** February 17, 2022

PREPARED BY: Jason Licon, Airport Director

#### **TITLE**

January 2022 Financial Statements

#### RECOMMENDED AIRPORT COMMISSION ACTION

Staff recommends acceptance of the preliminary financial statement as presented

#### **BUDGET IMPACT**

Neutral

#### **SUMMARY**

The Airport's financial highlights for the first month of the fiscal year include:

- Aviation business lease deferrals totaled \$117,925 for the period April 2020 –
  January 2022 with two companies utilizing the program. These amounts are
  reflected within the Hangar Rental and Land Lease revenue line items. This ends
  2021 and companies using the program must begin repayment in 2022 with full
  repayment within three years.
- Fuel related revenues are expected to be greater than last year due to rising fuel prices coupled with continued strong demand. The following are the oil price amounts per barrel for the past three months:

November 1, 2021: \$84.05
December 1, 2021: \$65.57
January 1, 2022: \$76.08

- Wholesale fuel volumes sold at the airport were reported by jetCenter as follows:
  - o December 2019: 79,959 January 2020: 56,078
  - o December 2020: 63,983 January 2021: 45,570
  - o December 2021: 120,003 January 2022: 79,529

#### **ATTACHMENT**

Preliminary monthly financial statement for January 2022



## Airport Statement of Revenues and Expenses From 01/01/2022 to 1/31/2022 PRELIMINARY

	PRELIMINARY PRELIMINARY										
	Y-T-D 2022Actual	Y-T-D 2021 Actual	Y-T-D 2022 Budget	2022 Total Budget	% of Total Budget						
OPERATING REVENUES											
Hangar Rental FBO Rent Gas and Oil Commissions Aviation Fuel Tax Reimbursement Land Lease Land Lease PD Training Ctr Terminal Lease and Landing Fees Parking Miscellaneous	20,457 7,848 0 15,235 28,266 0 820 0 7,023	20,734 7,361 7,128 6,141 28,149 0 255 0 4,300	18,750 8,024 15,000 11,666 30,833 31,658 1,208 6,250 1,708	225,000 96,287 180,000 140,000 370,000 379,900 14,500 75,000 20,500	9% 8% 0% 11% 8% 0% 6% 0% 34%						
TOTAL OPERATING REVENUES	79,649	74,068	125,097	1,501,187	5%						
OPERATING EXPENSES											
Personal Services Supplies Purchased Services	53,877 3,185 20,644	47,757 1,141 17,315	68,944 8,334 53,929	827,312 100,000 647,114	7% 3% 3%						
TOTAL OPERATING EXPENSES	77,705	66,213	131,207	1,574,426	5%						
OPERATING GAIN (LOSS)	1,944	7,855	(6,110)	(73,239)							
NONOPERATING REVENUES (EXPENSES)											
Passenger Facility Charge Interest Income Capital Expenditures	0 2,827 0	0 3,290 0	0 4,250 (1,458,333)	0 51,000 (17,500,000)	6% 0%						
TOTAL NONOPERATING REVENUES (EXPENSES)	2,827	3,290	(1,454,083)	(17,449,000)							
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	4,771	11,145	(1,460,193)	(17,522,239)							
Capital Contributions	0	0	1,381,781	16,581,373	0%						
CHANGE IN NET POSITION	4,771	11,145	(78,412)	(940,866)							
NET POSITION, Beginning	16,780,852	16,591,600									
NET POSITION, Ending Investment in Capital Assets Net Position Available for use	16,785,622 13,627,746 3,157,877	16,602,745 13,627,746 2,974,999									



## NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

DATE: February 7, 2022

TO: Northern Colorado Regional Airport Commission

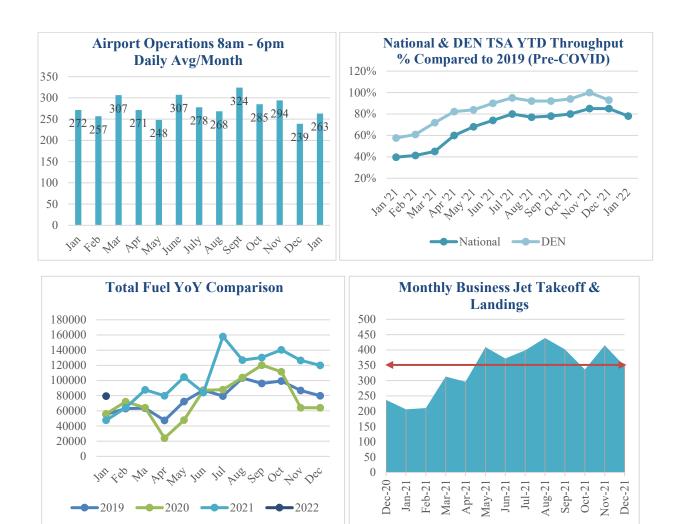
FROM: Jason R. Licon, Airport Director
RE: Airport Monthly Report for January

#### **Executive Summary**

- Remote Tower testing schedule has been postponed again due to pandemic risk impacting the ability for the FAA to travel. The next window for testing is March 21-April 1 and April 18-29.
- FNL is now authorized to seek application for PFC (passenger facility charge) payments now that the airport has reached 2,500 enplanements in 2021.
- Philanthropy Expert the firm hired to conduct a philanthropic feasibility study and Fort Collins City Give Director; Nina Bodenhamer have targeted the Commission's April 21<sup>st</sup> meeting to present the Philanthropic Feasibility report.
- Staff is working with engineering consultants and the contractor to close out the Commercial Apron and Taxiway project, and obtaining reimbursement from Federal grants for over \$3 million in project costs.
- The Terminal project for the CMaR RFP resulted in the Commission approving a contract with Hensel Phelps. Staff has a meeting scheduled for February 7<sup>th</sup> to finalize the scope of work involving their partnership as a Construction Manager at Risk. During the remaining design, Hensel Phelps will be part of the design team, and at the conclusion of the design and guaranteed maximum price will be negotiated with the Contractor to begin the construction phase.
- A destination marketing group with representatives from the Airport, Avelo Airlines, Estes Park, Fort Collins, and Loveland is being formed to begin a joint destination marketing platform and advertising with the goal of bringing visitors from the Burbank California, and Las Vegas Nevada areas to visit Northern Colorado on the new flights.
- In January winter weather returned, with storms that tested airport snow removal capabilities. The events on January 1, 5, 15, 19, & 25 all happened to coincide with days that Avelo Airlines operated scheduled flights. Staff worked diligently to have the runways clear and safe, allowing all flights to all operate as scheduled.

#### **January Airport Activity Dashboard**

The Air traffic control tower reported a daily average of 263 flight operations per day in January, which is slightly lower than the twelve-month average of 279. National airline passenger throughput stayed steady from December. The percentage of airline travel is still mostly reflecting leisure travel activities, with business travel slowly growing compared to prepandemic levels.



Denver International Airport is still exceeding the national passenger counts for December, DEN at 93% when compared to 2019 levels vs. 85% for the national passenger counts. January wholesale fuel orders increased by 67.2% as compared to 2021's numbers. Wholesale fuel ordered by the jetCenter FBO for January was 79,529 gallons. Business jet activity for the month of December (FAA data lags one month) compared to the same month last year increased by 46.0%. Airline figures still have not been released for flights out of FNL, as the USDOT information lags four months before reports are published.

#### **Avelo Airlines**

Avelo's flight schedules will be changing on February 18 to a more favorable schedule, from the current Wednesdays and Saturdays to operating on Mondays and Fridays. The new schedule is already showing stronger advance sales as a result. As a result of the new airline service a destination marketing partnership has been formed with Airport staff working collaboratively with Estes Park, Fort Collins, and Loveland CVB/Tourism entities and Avelo on focusing Northern Colorado as a destination from the Los Angeles and Las Vegas areas.



The company continues to build awareness with marketing several sweepstakes and partnerships for free tickets. Additionally, Avelo Airlines was nominated for two Cranky Network Awards, a popular travel blog, for Best New Focus City and for Most Improved Network.

#### **Ground Transportation**

Staff have been working in a difficult pandemic setting to set up reliable ground transportation services for the new influx of passengers. An agreement has been reached with a new rental car service provider as well as two rideshare providers. These services will generate revenues for the Airport and further supports the airport's role as a multi-modal transportation hub. Agreements will be presented to the Commission at the March meeting for approval.

#### **Cranky Flier Award**



Northern Colorado Regional Airport has been nominated to receive an award in partnership with Landline for Most Innovative Market Development from the Cranky Flier. The Cranky Flier is one of the most respected airline industry blogs that has been around since 2006. Please see the link for the nominations and categories at https://crankyflier.com/2022/01/26/announcing-the-

nominees-for-the-final-seven-cranky-network-awards.

#### **Attachments**

- 1. WEPA Remote Tower Project Manager Report for January
- 2. PDSC Draft Meeting Minutes from January 26, 2022
- 3. Cranky Flier Nominees



January 31, 2022

From: William E. Payne, P.E.

To: Colorado Division of Aeronautics

#### Section A – Remote Air Traffic Control Contract Progress Report #07

Re: Period: January 1 through January 31, 2022

Colorado Remote Tower Project								
Activity Status								
Activity	Status/Start Date (Projected)  Finish Date (Projected)		Kemarks					
Remote Tower Implementation								
Relocate Mobile Tower	8/2/2021	8/2/2021	Complete					
Remote Tower STARS Installation	9/27/2021	10/21/2021	Complete -					
Remote Tower System								
System Upgrade - Tech Refresh	In-Progress	TBD	Continuing					
Video Grabber Playback System	9/27/2021	1/28/2022	Complete in remote tower facility - Awaiting equipment installation in Washington					
Remote Tower Testing								
Serco Controller Staff Remote Tower	10/1/2021	1/18/2022	Controllers familiarization exercise underway					
Phase 1 - Passive Testing	2/8/2022	4/1/2022	Tentative based on FAA resource availability & Larimer County COVID risk Level					
Flight Test Scenarios	TBD	TBD	Participating aircraft fly briefed scenarios					
Safety Risk Manage Panel	TBD	TBD	FAA Forecast Schedule 1 week duration					
Safety Risk Management Document Signed	TBD	TBD	FAA Forecast Schedule 6-12 months					
Phase 2 - Active Testing	TBD	TBD	Subject to FAA Phase 1 SRMD Signatures					
Safety Risk Manage Panel	TBD	TBD						
Safety Risk Management Document Signed	TBD	TBD						
Phase 3 - Validation & Verification	TBD	TBD	Subject to FAA Phase 2 SRMD Signatures					
Safety Risk Manage Panel		TBD						
Safety Risk Management Document Signed	TBD	TBD						
Operational Viability Decision (OVD)	TBD	TBD						
Phase 4 - Post OVD Validation & Verification	TBD	TBD	Subject to FAA Phase 3 SRMD Signatures					
Safety Risk Manage Panel	TBD	TBD						

#### **Remote Tower Project Narrative:**

In anticipation of beginning Phase 1 testing of the Colorado Remote Tower system on January 18, 2022, the FAA NextGen team traveled to FNL in advance of the Headquarters subject matter experts' (SME) arrival at the site. The team was on site from January 5<sup>th</sup> through the 7<sup>th</sup>. During this visit the team accomplished four tasks:

- 1. Observe the health and operation of the system and develop a list of deficiencies.
- 2. Interview the Serco controllers to review their observations and suggestions during the system familiarization activity\* which has been ongoing for the past several months.
- 3. Brief the two new controllers on system operation.
- 4. Meet with pilots who have volunteered to fly test scenarios during Phase 1 testing.

\*This activity is designed to allow the controllers to become familiar with the remote tower system operation in advance of Phase 1 testing.

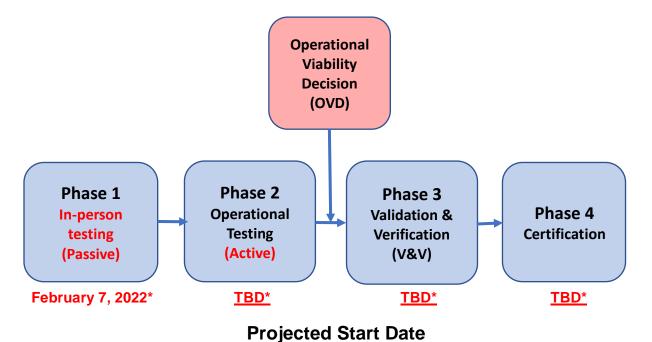
Twenty-three (23) items were identified as deficiencies requiring attention by Searidge, two of which have subsequently been addressed. Of the remaining twenty-one (21), eleven must be addressed before Phase 1 testing; nine are critical and will need to be resolved at some point. The remaining one which deals with vibration that manifests itself on the video displays will require more data to determine the cause. It has been postulated that it is a result of wind, as wind data (speed and direction) were not recorded when the vibration occurred; more observation will be required. While wind is a possibility, it could also be a synchronization issue within the stitching software.

The video grabber system for the video wall, which will support replaying of recorded video to be replayed in a facility at FAA, was completed on January 28, 2022. The equipment for replay of the video data has been ordered and is being installed in an FAA contractor's office in Washington. When complete the FAA will be able to view the recorded video in the contractor's facility.

The COVID pandemic has resulted in several of the FAA SMEs working on remote towers electing to retire. The result of these retirements is that an entirely new group of SMEs that have little or no experience with remote towers will be working on the Colorado Remote Tower Project. Numerous meetings with the new SMEs led me to believe this will not substantially affect the project. There appears to be some positive movement to allow local SMEs to observe some of the testing at FNL. This would greatly improve the ability to move through the testing phases. Stay tuned.

After the site visit by the NextGen team, the Integrated Management Team (IMT) determined that due to the proliferation of the COVID Omicron variant, Session 1 of Phase 1 testing would not begin on January 18, 2022, as planned. Further discussions with the FAA resulted in agreement to postpone Session 1 until February  $7^{th} - 18^{th}$  when Session 2 was originally scheduled to begin. This will preserve at least a portion of the schedule. Session 2 would then take place on March  $21^{st}$  – April  $1^{st}$  or April  $18^{th} - 29^{th}$ . The final decision as to whether Session 1 will begin on February  $7^{th}$  will be made by the IMT on February  $2^{nd}$ . The decision will be based on the status of COVID Omicron variant case numbers in Larimar County.

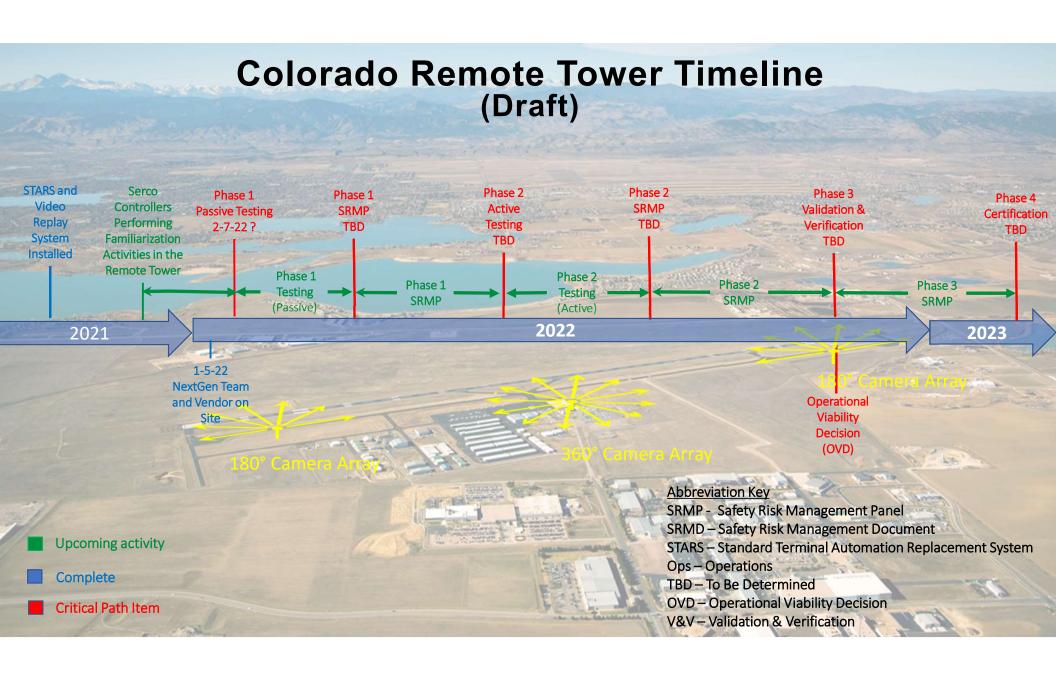
### **Proposed Remote Tower Testing Phases:**



\*Dependent on local resources' ability to travel to FNL and COVID status

**Schedule Note:** This status is based on the latest proposed schedule and is dependent upon availability of FAA resources to staff the remote tower and support the Phase 1 SRMP.

Note: The FAA has replaced the term Initial Operating Capability (IOC) with Operational Viability Decision (OVD). This may change again as the terminology of remote tower certification is in flux.





#### **MEETING RECORD**

Page 1

**DATE:** 1/26/2022 **TIME:** 3:00-5:17 PM

**RE:** Planning and Development Subcommittee Meeting (PDSC)

**ATTENDEES:** Tom Fleming, Jason Licon, Aaron Ehle, Josh Birks, Scott Schorling, Cameron Singh

#### **Begin Meeting Record 1/26/2022**

#### Agenda Item #1: Meeting Minutes - December 22, 2021

• Tom moved to approve the minutes. The motion, seconded by Josh, passed unanimously, with Troy abstaining due to not being present at the meeting.

#### Agenda Item #2: Boyd Lake Self Storage – West Airport Lease

- Boyd Lake Self Storage (BLSS) is requesting to lease 10 acres of land on the west side of the airport adjacent to their existing storage facility.
  - The land would be used for open storage of recreational vehicles (RV) and boats, allowing them to build more covered storage on the land that they own.
  - o The 5-year lease would generate \$117,612 in the first year and would be adjusted annually according to CPI
  - The site is adjacent to the Northern Colorado Law Enforcement Training Center (NCLETC). BLSS is coordinating with NCLETC officials to mitigate any potential negative impacts.
  - o No permanent structures would be built on Airport land, preserving flexibility for future development on the site.
  - There are access issues associated with this site that would need to be resolved in order to make it viable and attractive for most kinds of development.
  - o The Master Plan does not contain suggestions on how this area should be developed as it was determined that development of the land is unlikely in the next 20 years.
    - The PDSC previously discussed creating a development plan for the west side of the Airport, something we may undertake this year.
  - Tom moved to recommend approval of the 5-year lease to the Airport Commission. The motion, seconded by Josh, passed unanimously.

#### Agenda Item #3: Fort Collins-Loveland Water District (FCLWD) Easement

- Staff have been in discussions with FCLWD regarding a water line easement along the boundary of the Airport.
  - o The main purpose of the water line is to transport water from the pump station on the west side of the airport to the water towers on Crossroads Blvd
  - o FCLWD has proposed to add infrastructure that could serve future Airport development as compensation for the encumbrance of Airport land.
  - The exhibit provided by FCLWD is conceptual and the final alignment would be coordinated in a way that considers future airport development, road alignment, etc.
  - Airport staff consulted with Loveland Water and Power staff to learn about how they obtain easements



#### **MEETING RECORD**

Page 2

- No one size fits all approach focus on creating a win-win situation.
- In addition to stubs with hydrants/blowoffs, it was suggested that water tap credit(s) could be considered as in-kind contributions, possibly for the new Airport terminal or a public restroom to serve hangars.
- Since this is an informational item, the consensus from the group (without a formal vote) was to support the continuation of the discussion and planning work that will lead to the eventual creation of an easement, with the Airport receiving compensation through payment and/or in-kind contributions.

#### Agenda Item #4: U.S. Customs User Fee Facility

- Prior to the start of the COVID-19 Pandemic, Airport Staff was working with Airport stakeholders to investigate the establishment of a U.S. Customs User Fee Facility (UFF).
  - Most UFFs are supported by charging fees for customs clearances
    - Based on the relatively low number of expected international arrivals at FNL, higher fees would have to be charged compared to other area airports in order to support the ongoing costs.
    - To cover just the annual costs of personnel and equipment, the break even charge per clearance would be \$2,350, as compared to \$410 at other nearby ports of entry based on the 70 anticipated annual clearances and cost of \$165,000 for US Customs fees for staff and equipment.
  - O Due to decreased international travel associated with the pandemic and more pressing priorities, this effort stalled
- On January 19<sup>th</sup>, Airport Staff and representatives of Discovery Air met with the Customs and Border Protection (CBP) Assistant Port Director for the Denver Area.
  - O Discovery Air has offered to provide space in one of their buildings for the UFF. This could greatly reduce the financial burden of establishing a facility.
  - O Discovery Air is proposing a reimbursement agreement that would allow the program to operate with no costs to the Airport or Cities.
  - o CBP indicated that a UFF at the Airport is possible and outlined the following steps for establishing one.
    - Orientation meeting with CBP
    - Submit application
      - Business plan
      - Sponsor assurances
      - Written support from governor
    - Review and conditional approval by CBP
    - Obtain design standards (requires non-disclosure agreement)
    - Design facility
    - Construct facility
    - Begin operations
- PDSC members provided their support of continuation of the discussion and were in support of the
  Discovery Air proposal of providing space and reimbursement from the users that are predominantly their
  tenants.

#### Agenda Item #5: Fuel Farm Relocation

• The existing fuel farm at the Airport is nearing the end of its useful life and is in need of replacement/relocation/expansion to meet future capacity needs.



#### **MEETING RECORD**

Page 3

- The fuel farm is owned by the Airport and managed/maintained by the fixed base operator (FBO) Fort Collins-Loveland jetCenter as part of their lease agreement.
- A new fuel farm is not a high priority for grant funding.
  - o \$1,700,000 in local funding for relocation of the fuel farm is programed for 2024 in the current Capital Improvement Plan (CIP).
  - o Department of Local Affairs (DOLA) grant is a possibility.
  - State Aeronautics is considering funding fuel farm needs at airports, but does not have clear guidance on when this could occur.
- Discovery Air recently announced that MillionAir will operate a second FBO at the south end of the Airport.
  - o Because a new permanent facility will not be ready in time, the Discovery Air team is investigating a temporary solution in order to store and provide fuel to their customers.
- Airport staff is considering a siting and future capacity need study to determine the best location, size, and timing for the new facility.
  - o Possible model The Airport would provide the location, containment, access, and security, but the FBOs would provide the actual storage/dispensing infrastructure.
  - The location identified in the Master Plan may need to be reconsidered due to aesthetic concerns.
  - Establish standards for tanks and other infrastructure.

#### **End Meeting Record**

It is now less than one month until the Cranky Network Awards presented by Ontario International Airport on February 24, streaming live from the University Club in Pasadena, California at 6:30pm PT/9:30pm ET. I have two bits of good news.

- 1. We have a streaming link! Bookmark it now if you'd like, but we will remind you once it gets closer.
- 2. We have the nominations for our final seven categories below! If you missed the first seven, you can watch those here.

If you're into spiffy videos, you can watch the short announcement here. Otherwise, scroll down for the more boring written versions.

Cranky Network Awards 2022 - Final Seven Nominations



Here's the line-up in writing.

## Most Innovative Market Development presented by Landline

- · Hawaiian in Phoenix
- · United in Fort Collins
- · Sun Country in Duluth
- Frontier in Cancun
- · Mokulele in Molokai

## **Best New Focus City**

- Avelo in New Haven
- · American in Austin
- Aha! in Reno
- · Spirit in Miami
- · Breeze in Charleston

## **Best Aircraft-Enabled Opportunity**

- JetBlue Vancouver Boston on the A220
- WestJet Edmonton Honolulu on the 737 MAX
- JetBlue New York/JFK London on the A321LR
- United Washington/Dulles Amman on the 787
- Air Canada Montreal Cairo on the 787

## **Most Promising New Partnership**

- American and Gol
- United and Virgin Australia

- American and JetSmart
- WestJet and Air Transat
- Allegiant and Viva Aerobus

## **Network Victory Award**

Spirit is being presented with this award in honor of its rapid and successful growth effort in Orlando over the last few years.

## **Most Exciting New Destination**

- Chetumal, Mexico on American
- Comayagua, Honduras on Spirit
- · Bishop, California on United
- · San Andres Island, Colombia on American
- Tenerife, Canary Islands on United

# **Most Improved Network presented by Ontario International Airport**

- American
- United
- Avelo
- Flair
- Alaska

Now you have the full lineup. Remember, tune in at 6:30pm PT/9:30pm ET on February 24 to see who wins and get silly with us.

## You may also like



## NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

ITEM NUMBER: 4

**MEETING DATE:** February 17, 2022

PREPARED BY: Shawn Battmer, Airport Executive Assistant

#### **TITLE**

Lease assignment and assumption – 5261 Stearman Street

#### RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to approve the lease assignment and assumption as presented

#### **BUDGET IMPACT**

Neutral, the lease rates will remain unchanged

#### **SUMMARY**

This is an administrative item. The transfer of ownership of privately-owned buildings is frequent on the Airport and requires the approval of the Airport Commission for a lease reassignment and assumption. In this case, the lease is requested to be transferred from the current owner NCRA Hangars LLC to Mr. and Mrs. Johns. Mr. Hiatt of NCRA Hangars is the second owner of this hangar since it was constructed in 2017 by KFNL Hangars, LLC, and Mr. Loren Johnson and Mrs. Heidi Johnson will be purchasing the structure and plan to store their American Champion 8KCAB, Xtreem Decathlon, N65BN in the hangar.

#### **LOCATION**



#### **ATTACHMENT**

Lease Assignment and Assumption: NCRA Hangars LLC to Mr. and Mrs. Johnson, 5261 Stearman Street

#### ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

5261 Stearman St Loveland, Colorado 80538

- WHEREAS, the Cities of Fort Collins and Loveland, Colorado (the "Cities") acting by and through the Northern Colorado Regional Airport Commission ("NCRAC") are the Lessors under that Lease Agreement dated May 18, 2017 as amended, a copy of which is attached hereto as Attachment 1 and incorporated herein by this reference (the "Lease Agreement") to NCRA Hangars, LLC as Lessee ("Assignor") concerning that property at the Northern Colorado Regional Airport described in Exhibit A to the Lease Agreement (the "Leased Premises"); and
- WHEREAS, the Cities are parties to an Amended and Restated Intergovernmental Agreement for the Joint Operation of the Northern Colorado Regional Airport signed on January 22, 2015 and paragraph 4.A. of said Agreement delegates to the NCRAC the authority to enter into lease agreements in a form generally approved by the Cities; and
- **WHEREAS**, the form of this lease agreement has been previously generally approved by the Cities; and
- **WHEREAS**, Commission Bylaws adopted on October 15, 2015 authorize the Commission Chair to sign such agreements on behalf of NCRAC; and
- **WHEREAS**, Assignor desires to assign all of its lease rights and obligations for the Leased Premises, as well as all improvements located thereon, to Loren and Heidi Johnson, ("Assignee"); and
- WHEREAS, Article 13 of the Lease Agreement permits this assignment under the conditions as set forth therein; and
- **WHEREAS**, Assignee intends to benefit the Cities by promising to perform all terms and conditions of the Lease Agreement with respect to the Leased Premises as Lessee under the Lease Agreement.
- **NOW, THEREFORE**, in consideration of the Cities' approval, the mutual covenants and agreements expressed in the Lease Agreement, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
- 1. Assignor, by its signature below, hereby assigns all of its right, title and interest in and to the Lease Agreement and the Leased Premises, to Assignee as of February 17, 2022 (the "Effective Date").
- 2. Assignee, by its signature below, hereby assumes and agrees to be bound by all obligations, responsibilities and terms of the Lease Agreement with respect to the Leased Premises and hereby becomes the Lessee of the Leased Premises under the Lease Agreement as of the Effective Date.

Revised 3/10/2017

- 3. Assignee acknowledges and agrees that the annual rent payment for the Leased Premises under the Lease Agreement is \$3,349.03 per year, payable in monthly installments, which rental amount shall be adjusted on May 1, 2022 and on each anniversary thereafter pursuant to Article 4 of the Lease Agreement.
- 4. Assignee submits to the Cities herewith, the proof of insurance as required in Articles 8 and 9 of the Lease Agreement, attached hereto as **Attachment 2** and incorporated herein by this reference.
- 5. Assignee submits to the Cities the following notice address pursuant to Article 23 of the Lease Agreement:

#### Loren and Heidi Johnson 6165 Clearwater Drive Loveland, CO 80538

- 6. The Cities designate the NCRAC and the Airport Manager as its representatives who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Lease.
- 7. For purposes of this Agreement, there may be any number of counterparts, each of which shall be deemed as originals. Facsimile, scanned and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.

Dated this	day of	, 20

[end of page 2]

Assignee:

Loren and Heidi Johnson

6165 Clearwater Drive Loveland, CO 80**5**38 SHAWN BATTMER
Notary Public
State of Colorado
Notary ID # 20074042324
My Commission Expires 02-17-2024

By: Loren Johnson

State of Colorado ) )ss
County of Larimer )
Subscribed and sworn to before me this 8th day of 10, 20 12 by Loren Johnson.
My commission expires $\frac{2/17/24}{}$ . SEAL
Notary Public
And By:     SHAWN BATTMER   Notary Public
State of Colorado ) )ss County of Larimer )
Subscribed and sworn to before me this 8th day of February, 2022 by Heidi Johnson.
My commission expires $2/17/24$ . SEAL
Se
Notary Public

Assignor: NCRA Hangars, LLC. 2521 Lake Drive Loveland, CO 80538

By:  Jeffrey Hiatt, Owner	SHAWN BATTMER  Notary Public  State of Colorado  Notary ID # 20074042324
State of Colorado )	My Commission Expires 02-17-202
County of Larimer )	
Subscribed and sworn to before me this 14th day of February Jeff Hiath, as owner of NCRA Hangars, LLC.	<u>y</u> , 20 <u>22</u> by
My commission expires $\frac{2}{17}$ /24	SEAL
Notary Public	

The Northern Colorado Regional Airport Commission acting on behalf of the City of Loveland, Colorado and the City of Fort Collins, Colorado, hereby consents to the above-described assignment of all right, title, and interest as Lessee under the above-described Lease Agreement from Assignor to Assignee on the terms and conditions set forth above.

	Northern Colorado Regional Airport Commission acting on behalf of the City of Loveland, Colorado and the City of Fort Collins, Colorado
	By:Commission Chair
ATTEST:	
Secretary	
APPROVED AS TO FORM:	
Assistant City Attorney	

5



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

NOCO Trusted Insurance Agency  2000 Bighorn Dr  Fort Collins, CO 80525  Fort Collins, CO 80525  INSURER A: NEW HAMPSHIRE INSURANCE  INSURER B:  Loveland, CO 80538  INSURER B:  Loveland, CO 80538  CERTIFICATE NUMBER:  INSURER S: INSURER E:  INSURER F:  COVERAGES  CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OR SUCH POLICIES. HOW MAY HAVE BEEN REDUCED BY POLICY FER.  INSURER P.  INSURER D:  INSURER D:  INSURER F:  INSURER F:  INSURER D:  INSURER F:  INSURER D:  INSURER F:  INSURER D:  INSURER F:  INSURER D:  INSURER D:  INSURER F:  INSURER D:  INSURER D:  INSURER F:  INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY POLICY EXP		SUBROGATION IS WAIVED, subject to is certificate does not confer rights to							uire an endorsement.	A statem	ent on
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## NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER:** 5

**MEETING DATE:** February 17, 2022

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

#### **TITLE**

Short-term Lease Agreement – Boyd Lake Self Storage

#### RECOMMENDED AIRPORT COMMISSION ACTION

Make a Motion to Approve the Short-Term Non-Aeronautical Lease.

#### **BUDGET IMPACT**

Positive - The lease would generate \$117,612 in the first year and would be adjusted annually according to CPI.

#### **SUMMARY**

Boyd Lake Self Storage (BLSS) is requesting a 5-year lease of 10 acres of land on the west side of the airport adjacent to their existing storage facility, which is located between the western boundary of the Airport and the railroad tracks. The leased land would be used for open storage of recreational vehicles (RVs) and boats. No buildings or other permanent structures would be permitted on the leasehold, meaning the land could easily be converted to other uses in the future. The site is adjacent to the Northern Colorado Law Enforcement Training Center (NCLETC). BLSS is coordinating with NCLETC officials to identify and mitigate any potential negative impacts.

The short-term lease agreement is in line with all guiding documents and policies. This area within the airport's adopted master plan identifies this area as a flexible aeronautical or non-aeronautical development zone. The master plan further does not show any need in this location to accommodate aviation demands for the next 20 years, nor is there any infrastructure planned for this area to support future access or development within the same timeframe. The proposed use would not change any aesthetic preservation visibility corridors or impede future access from rail or proposed future roads.

The Planning and Development Subcommittee (PDSC) reviewed this proposal at their January meeting and voted unanimously to recommend approval of the short-term lease agreement to the Airport Commission.



## **ATTACHMENTS**

Boyd Lake Self Storage Lease Agreement

#### SHORT TERM GROUND LEASE AGREEMENT

Non-Aeronautical

THIS SHORT-TERM GROUND LEASE AGREEMENT (the "Agreement"), is made and entered into as of the date of the last party's signature by and between THE CITIES OF THE CITY OF FORT COLLINS AND LOVELAND, COLORADO, Municipal Corporations, (collectively, the "Cities") and Boyd Lake Self Storage, LLC, a Colorado limited liability company (the "Lessee").

#### WITNESSETH:

WHEREAS, the Cities own and operate an airport known as the Northern Colorado Regional Airport located in Larimer County, Colorado, including the real property upon which the same is located, (hereinafter, the "Airport"); and

WHEREAS, the Lessee desires to lease a portion of the Cities' property for the purpose of short term non-aeronautical use for the subleasing to the general public by Lessee of separate spaces within the Premises (defined below) for surface storage of personal property, including trailers, recreational vehicles, trailers, boats, storage containers and other similar equipment and related supplies; and

WHEREAS, the Cities believe that the lease of a portion of the Cities' property to Lessee will not adversely affect the Airport operations or the other aviation uses of the Airport.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, receipt and sufficiency of which is mutually acknowledged, the Cities and the Lessee agree as follows:

- 1. <u>Leased Premises</u>. In consideration of the payment of the rent and the keeping and performance of the covenants and obligations provided for in this Agreement, the Cities hereby lease to Lessee and Lessee leases from the Cities approximately ten (10) acres [435,600 square feet], of the Cities' real property as depicted and described on the attached **Exhibit "A"** (the "Premises"), subject to the terms and conditions set forth hereinafter.
- 2. <u>As Is Condition of Premises.</u> It is understood that Lessee has inspected the Premises and takes it "AS IS". The Cities shall have no obligation to make any changes, removals, or repairs of any kind. Lessee shall use the Premises only in the manner described in Section 6.
- 3. Rental Payment by Lessee. The Lessee agrees to pay to the Cities during the term of this Agreement an annual rent of \$0.27 per square foot square foot of that portion of the Premises, for a total of \$117,612 per year, subject to adjustment as set forth herein. All rent during the term shall be paid monthly, in advance, as billed by the Cities. Billing or acceptance bythe Cities of any rental shall not imply a definite term or otherwise restrict either party from terminating this Agreement as provided herein. Payment of rental specified herein is subject to a late payment charge of one and one-half percent (1.5%) per month (18% per annum), on balance past due over thirty (30) days.

Commencing on May 1st 2023, and on May 1st in each year thereafter during the remainder of the

term, the annual rent per square foot shall be adjusted by multiplying the annual rent per square foot payable in the next preceding year by a fraction, the numerator of which shall be the C.P.I., as hereinafter defined, published for the previous month of December and the denominator of which shall be the C.P.I. published for the month of December which preceded themonth used as the numerator. In no event shall the annual rent be reduced from that payable in a previous year. If this Agreement is executed after January 1<sup>st</sup>, such C.P.I. increase for the calendaryear in which this Agreement is executed shall be prorated. The term "C.P.I." as used herein shallmean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, for the Denver/Boulder Area as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100. In the event the Bureau of Labor Statistics ceases to use the C.P.I., or this index, an equivalent or comparable economic index will be used.

- 4. <u>Term.</u> This Agreement shall be for a term of five (5) years commencing on , \_\_\_\_, 20\_\_\_\_, and ending on the date that is the fifth (5<sup>th</sup>) anniversary of such commencement date, unless otherwise terminated pursuant to this Agreement or by operation of law. Prior to expiration of the term or other termination of this Agreement, Lessee shall remove all personal property or improvements not owned or placed on the Premises by the Cities, including, without limitation, all equipment, supplies, foundations, slabs, and fences installed by, through or under Lessee, and Lessee shall clear the Premises, including filling in and leveling any excavations, and restoring the ground to the condition as it existed prior to the commencement of this Lease (normal wear and tear excepted) and as may be reasonably satisfactory to the Cities, all at Lessee's expense; provided, however, that Lessee shall not be required to remove installed travel and parking surfaces if previously approved in writing by the Cities. If Lessee fails to remove said property or improvements within the above time limit, Lessee hereby grants the Cities the absolute right tokeep, convey, destroy, or otherwise dispose of the same in any manner the Cities choose, and, in addition, Lessee agrees to pay any net costs incurred by the Cities in doing so, within ten (10) days of receipt of Cities' statement.
- 5. <u>Covenants.</u> Upon Lessee's payment of the rent specified and upon Lessee's performance of the terms of this Agreement, Lessee shall at all times during this Agreement term peaceably and quietly enjoy the Premises without any disturbance from the Cities or any person claiming through the Cities except as otherwise expressly provided herein.

#### 6. Permissible Use of the Premises.

A. Lessee shall use and occupy the Premises (defined below) for the sole and exclusive purpose of subleasing to the general public by Lessee of separate spaces within the Premises for surface storage of personal property, including trailers, recreational vehicles, trailers, boats, storage containers and other similar equipment and related supplies. Items or use not allowed on the Premises include: construction materials, any chemicals or fuels not stored in accordance with applicable law, above- or below-ground fuel storage tanks, trash containers and dumpsters (except those provided by Lessee to its customers), accumulation of trash or junk parts. Lessor shall notify Lessee of any property found not in compliance with the terms of this Agreement, and Lessee shall remove any objectionable items within thirty (30) days from written notification from Lessor. If, in the opinion of the

Cities, the use of the Premises creates a legal nuisance for the neighbors, then following written request by Lessor, Lessee will install screening material, at its sole expense, deemed adequate by the Cities to reasonably correct the problem.

- B. Lessee shall not accept or allow to be placed on the Premises any materials or substances or items other than those of the types and kind listed above and Lessee shall have an affirmative obligation to prevent the deposit of any materials, substances or items not so permitted, including but not limited to any biohazards, any hazardous materials or other regulated materials or substances, any food or restaurant waste, animal carcasses, containers with or without contents, or human wastes.
- C. The Lessee shall not use the Premises nor knowingly permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, and protective covenants (provided Lessor notifies Lessee inwriting of the existence of such covenants) affecting the Airport or rules or regulations now in force or which may hereafter be enacted or promulgated. The Lessee shall give written notice within two (2) days from receipt thereof to Cities of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Cities shall give prompt notice to the Lessee of any notice it receives relative to the violation by the Lessee of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.
- D. The Lessee shall not affix, erect or maintain on the Premises any sign or advertisement without first obtaining the Cities' written consent as to the sign or advertisement to be erected on the Premises (which consent shall not be unreasonably withheld).
- E. Except for surface grading to level the Premises and for recycled asphalt/millings or crushed concrete for travel and parking surfaces, as well as excavation necessary for the installation of Lessee's security and fencing (including gates, entry code pads, fence posts, chain-link, three-strand barbed wire and related equipment) with prior written approval from the Cities as to the plans therefore, Lessee shall not do any excavation on the Premises nor construct any buildings on the Premises, nor bring any fill material on the Premises without the written consent of the Cities, which consent may be withheld at the complete discretion of the Cities.
- F. Lessee may sublease, rent or otherwise make available portions of the Premises to third parties for possession, occupation or use of such spaces for surface storage of personal property, including trailers, recreational vehicles, trailers, boats, storage containers and other similar equipment and related supplies, in accordance with and subject to the terms and conditions of this Agreement.

#### 7. Repairs, Maintenance, and Conduct.

- The Lessee, during the term of this Agreement, shall keep and maintain the A. Premises, including without limitation, the grounds, fencing, and any required landscaping in good condition. The Lessee shall maintain the Premises in a clean and orderly and safe condition, and free of litter, debris, weeds, nuisances, and any unsightly or dangerous condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations and standards of the City of Loveland, the County of Larimer, State of Colorado, or other governmental authority with jurisdiction over the Premises. The Lessee shall neither permit nor suffer any violation of the same or any disorderly noise or nuisance whatsoever about the Premises having any tendency to annoy or disturb any persons not on the Premises. Lessee shall only access the property through the existing gate off of Boyd Lake Avenue and shall keep the gate secured at all times. Lessee may improve access into the property if it so desires with prior written approval from the Cities as to the plans therefore (not to be unreasonably withheld, conditioned or delayed) and at the Lessee's expense.
- B. Lessee shall neither commit nor permit any waste upon or of the Premises and shall notify the City promptly of any damage to the same.
- C. Lessee shall not install any outside lighting or store any equipment that would violate height restrictions as defined in 14 CFR Part 77, nor store in bulk any gasoline or diesel fuels on the Premises (except in such amounts of gasoline or diesel fuels as may be within the self-contained storage tanks of any vehicle entering or stored at the Premises). Lessee shall be solely responsible for the cleanup of any leaks or spills of fuels onto the Premises, and shall further notify the Airport Director immediately upon discovering a leak or spill of fuel.
- 8. Taxes, Assessments and Utility Charges. In the event that the Premises, or any portion thereof or Lessee's possessory interest therein, shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, Lessee shall pay all such taxes, assessments and governmental charges when due. Lessee shall be responsible for payment of any utility services placed on the Premises by Lessee. Lessee shall be responsible for and shall pay for providing trash containers, placed on the Premises, of sufficient size to meet Lessee's reasonable needs and weekly trash removal services. Lessee acknowledges that no utility services are provided to the Premises, but Lessee may (at its sole cost and expense) obtain and install utilities to the Premises in connection with the permitted use hereunder.

## 9. Insurance.

A. The Lessee, at its sole cost and expense, shall, during the term of this Agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such coverage shall include, without limitation, legal liability of the insureds for property

damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises (including acts or omissions of the Lessee). This policy shall name the Cities as additional insureds. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insureds or theinsurance company until thirty (30) days prior written notice thereof is given to the Lessee and the Cities. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the Cities a certificate of insurance evidencing coverage required under this contract. The policy must be written by an insurance carrier which has a current rating by Best'sInsurance Reports of "A" (excellent) or better and must be authorized by law to do business in the State of Colorado.

- B. Lessee shall also maintain at all times during the term of this Agreement a "commercial vehicle liability" insurance policy with a Combined Single Limit of \$500,000.00 covering any vehicles used by Lessee on the Premises, and shall meet statutory requirements for the provision of worker's compensation insurance.
- C. A certificate of insurance for each of the above described policies shall be submitted to the Cities, at the time of signing of this Agreement.
- 10. <u>Destruction of Premises</u>. In the case of damage to the Premises by fire, flood, or any other such casualty, whether by act of God or nature or third parties, and if the damage renders the Premises untenable in whole or part, then, at the Lessee's option, this Agreement shall cease and terminate and the rent shall be apportioned to the time of damage, provided, however, that if Lessee chooses not to terminate the Agreement, Lessee shall repair the damage with reasonable dispatch and there shall be an abatement or apportionment of the rent until the damage has been repaired and Lessee is able to open to the general public for the permitted use in accordance with this Agreement. In determining what constitutes reasonable dispatch, consideration will be given to delays caused by strikes, adjustment of insurance or other causes beyond the Lessee's or the Cities' control.
- 11. <u>Encumbrances</u>. Lessee shall pay all costs and charges for work done by it or caused to be done by it, in or to the Premises and for all materials furnished in connection with such work. In no event shall Lessee be entitled to cause or permit the establishment of any lien or other encumbrance on the Premises.
- 12. Requirements of Law. At all times during the term of this Agreement, Lessee shall observe and comply promptly with all then current laws, ordinances, resolutions, orders, covenants, restrictions, rules and regulations and standards of the federal, state and local governments, and of all courts or other governmental authorities having jurisdiction over the Premises or any portion thereof, whether the same are in force at the commencement of this Agreement or are in the future passed, enacted or directed. Lessee shall require compliance with the foregoing by all invitees or licensees present on the Premises through Lessee, and shall make diligent effort to prevent the violation of any such requirements by trespassers or any other persons present on the Premises during the term of this Agreement.
- 13. <u>Environmental Concerns</u>. Lessee shall not create or permit any condition on the Premises that could present a threat to human health or the environment or violate any federal or

state law, rule, or regulation governing regarding environmental compliance and/or use, storage, release, discharge or disposal of hazardous materials. The Cities may at their option at any time conduct an environmental audit of the Premises, at the Cities' cost and expense, to determine if any environmental damage to the Premises has occurred during Lessee's occupancy thereof. Lessee shall pay all expenses for any further investigation or remedial action that may be required as a result of said audit to correct any environmental damage, and all necessary work shall be performed by Lessee immediately upon notice from the Cities of the need for further investigation or remediation, except as otherwise agreed to in writing by the Cities.

- 14. <u>Default by the Cities</u>. If the Cities shall breach any of the conditions required to be performed by the Cities under this Agreement, Lessee may elect to terminate this Agreement upon giving at least thirty (30) days' notice to the Cities of its intention to so do, in which event this Agreement shall terminate upon the date fixed in such notice unless the Cities shall havemeanwhile cured such default to the satisfaction of Lessee, which shall not be unreasonably withheld, conditioned or delayed. Election by Lessee to terminate under this provision shall not be construed as a waiver of any of Lessee's rights as a non-defaulting party to such other remedies asmay be available in law or equity. However, no term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as nor or hereafter amended. The parties understand and agree that liability for claimsfor injuries to persons or property arising out of negligence of the Cities, its departments, agents, officials, and employees, is controlled and limited by the provisions of said Act.
- 15. Default by Lessee. If the rent provided for above, or any part thereof, shall be in arrears, or if default shall be made by Lessee in any of the covenants or agreements herein contained, the Cities shall give to Lessee five (5) days' notice to correct any default in the payment of rent, or to undertake performance which will cure any other default; and if said rent is not paid or cure commenced within the said five (5) day period, or if Lessee fails to diligently pursue the work thereafter required to cure such other default, or if Lessee allows any default to recur within one hundred eighty (180) days of original default. Upon the occurrence of the foregoing event(s) of default, following the applicable cure period, it shall be lawful for the Cities, at the Cities' election, to declare Lessee's right of possession ended and to enter into the Premises, or any part thereof, and with process of law to expel, remove, and put out Lessee or any person or persons occupying the same, and to repossess and enjoy the Premises as in the first and former state of said Cities, and in the event of such failure to correct said default.
- 16. <u>Surrender of Premises</u>. Lessee hereby covenants and agrees to surrender and deliver up the Premises peaceably to the Cities immediately upon the expiration or other termination of this Agreement, and to remove all personal property prior to such termination. Lessee shall remove all personal property or improvements not owned or placed on the Premises by the Cities, including, without limitation, all equipment, supplies, foundations, slabs, and fences installed by, through or under Lessee, and Lessee shall clear the Premises, including filling in and leveling any excavations, and restoring the ground to the condition as it existed prior to the commencement of this Lease (normal wear and tear excepted) and as may be reasonably satisfactory to the Cities, all at Lessee's expense; provided, however, that Lessee shall not be required to remove installed travel and parking surfaces to the extent such surfaces were permitted in writing by the Cities. If Lessee fails to remove said property or improvements within the above time limit, Lessee hereby grants the Cities the absolute right tokeep, convey, destroy, or otherwise

dispose of the same in any manner the Cities choose, and, in addition, Lessee agrees to pay any net costs incurred by the Cities in doing so, within ten (10) daysof receipt of Cities' statement. If Lessee shall remain in the possession of the same after the termination thereof, Lessee shall be deemed guilty of an unlawful detainer of the Premises under the law and subject to eviction and removal.

- 17. <u>Cities' Right to Enter the Premises</u>. The Cities, or their agents shall at all reasonable times, following reasonable prior notice to Lessee, be permitted to enter upon the Premises for the purpose of inspecting the Premises.
- 18. <u>Assignment or Subleasing</u>. Except as permitted under Section 6 of this Agreement, Lessee shall not assign any interest in this Agreement or sublet, license or permit any other party or parties to occupy any portion of the Premises withoutprior written permission from the Airport Manager (not to be unreasonably withheld, conditioned or delayed).
- 19. <u>Holding Over</u>. If after the expiration of the term of this Agreement, Lessee fails to surrender possession of the Premises, Lessee shall be deemed to be in default and subject to the default provisions set forth in Section 15, above. The Lessee shall indemnify the Cities, and their agents, employees, and representatives against all loss or liability resulting from the delay by Lessee in surrendering possession of the Premises including, without limitation, any reasonable and direct claims madeby a succeeding Lessee with regard to any succeeding occupancy caused by such holdover period.
- 20. <u>Notices</u>. Any notice, consent, approval or other communication given by either party to the other relating to this Agreement shall be in writing, and shall be delivered in person, sent by U.S. mail postage prepaid, or sent by electronic means (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by US mail postage prepaid, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; and if delivered by electronic means, notice shall be deemed effective when received. The notice addresses of the parties are as follows:

300 Laporte Ave. Fort Collins, CO 80522

LESSEE:	Boyd Lake Self Storage, LLC Attn: Lance Fitzgerald 5210 Boyd Lake Ave Loveland, CO 80538 Email: lance@boydlakeselfstorage.com
CITIES:	
	City Manager
	City of Fort Collins
	City Hall West

City Manager City of Loveland 500 E. Third Street, Suite 300 Loveland, CO 80537

With a copy to:

Fort Collins City Attorney's Office City Hall West 300 Laporte Ave. Fort Collins, CO 80522

Loveland City Attorney's Office 500 E. Third Street, Suite 330 Loveland, CO 80537

- 21. <u>Attorneys' Fees</u>. In the event that either party shall default under any of the provisions of this Agreement and the non-defaulting party shall commence litigation to enforce this Agreement, the defaulting party shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the non-defaulting party concerning such litigation as fixed by a court.
- 22. <u>Indemnity:</u> Lessee agrees to indemnify and hold harmless the Cities, the Northern Colorado Regional Airport Commission ("Commission"), their agents, licensees, employees, and volunteers from and against any and all claims, losses, expenses, costs, damages, judgments, and/or demands arising from any act or omission (including negligence or other tortuous conduct) of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near the Premises.
- 23. <u>No Waiver</u>. The failure of the Cities, at any time, to assert rights pursuant to this Agreement shall not constitute a waiver of the right of the Cities to make subsequent assertions of such rights. The failure of the Lessee, at any time, to assert rights pursuant to this Agreement shall not constitute a waiver of the right of the Lessee to make subsequent assertions of such rights.
- 24. <u>Authority of Commission and Airport Manager.</u> The Cities designate the Commission and the Airport Manager as their representatives who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Lease.
- 25. Agreements with the United States. This Agreement is and shall be subordinate to the provision of existing and future agreements between the Cities and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport.
- 26. <u>National Emergency.</u> During the time of war or national emergency, the Cities shall have the right to lease all or any part of the landing area or of the Airport to the United Statesfor military or naval use, and if any such lease is executed, the provisions of this Agreement insofaras they may be inconsistent with the provisions of such lease to the Government, shall be suspended. Such suspension shall extend the term of this Agreement.

Termination for Convenience. Either party, the Cities or the Lessee, may elect to 27. terminate this Agreement for convenience without default by the other party by giving at least one hundred eighty (180) days' prior written notice setting forth the date on which this Agreement shall terminate. Upon such termination, Lessee hereby covenants and agrees to surrender and deliver upthe Premises peaceably to the Cities immediately upon termination date specified in the written notice of termination, and to remove all personal property prior to such termination. Lessee shallremove all personal property or improvements whether or not owned or placed on the Premises bythe Lessee or Cities (regardless of their owner or source), including, without limitation, all equipment, supplies, foundations, slabs, and fences, and Lessee shall clear the Premises, including filling in and leveling any excavations, and restoring the ground to a condition satisfactory to the Cities, prior to the termination of this Agreement, all at Lessee's expense. If Lessee fails to remove said property or improvements within the above time limit, Lessee hereby grants the Cities the absolute right to keep, convey, destroy, or otherwise dispose of the same in any manner the Cities choose, and, in addition, Lessee agrees to pay any net costs incurred by the Cities in doing so, within ten (10) days of receipt of the Cities' statement therefor. If Lessee shall remain in the possession of the same after the termination thereof, Lessee shall be subject the Hold Over provisions of Section 18 of this Agreement and shall be deemed guilty of an unlawful detainer of the Premises under the law and subject to eviction and removal.

#### 28. Miscellaneous.

- A. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado and venue shall be in Larimer County, Colorado.
- B. All obligations of the Cities hereunder are expressly contingent upon the annual appropriation of funds sufficient to carry out the same by the City Councils of the Cities of Fort Collins and Loveland, Colorado.
- C. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
- D. The covenants, terms, condition, provisions and undertakings in this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties as if they were in every case named and expressed and shall be construed as covenants running with the land. Wherever reference is made to either of the parties, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party as if in each and every case so expressed.
- E. The captions of Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provisions herein.
- F. This Agreement contains the entire agreement between the parties and cannot be changed or terminated orally, but only by an agreement in writing

- signed and authorized by the parties.
- G. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- H. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.
- I. To the extent necessary to effectuate the intended rights and obligations of the parties hereto, the obligations of the Lessee to indemnify or hold the Cities harmless hereunder, and the rights granted to the Cities hereunder in the event of a default or failure of Lessee to comply with the terms of this Agreement, shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Short-Term GroundLease Agreement, as of the date first written above.

LESSOR:	CITY OF FORT COLLINS, COLORADO A municipal corporation,	
	Kelly DiMartino, Interim City Manager	Date
ATTEST:		
City Clerk		
APPROVED A	IS TO FORM:	
Senior Assista	nt City Attorney	
	CITY OF LOVELAND, COLORADO A municipal corporation,	
	Stephen C. Adams, City Manager	Date
ATTEST:		
City Clerk		
APPROVED A	IS TO FORM:	
Senior Assista	nt City Attorney	

Boyd Lake Self Storage 5210 N. Boyd Lake Ave. Loveland, CO 80538

By:\_/

Title:

MANAGING MEMBER

LANCE FITZGERALD

# LEASE PARCEL EXHIBIT A LEGAL DESCRIPTION

COMMENCING AT A POINT DESCRIBED AS AND BEING THE SOUTHWEST CORNER OF TRACT A BARNSTORM SECOND ADDITION TO THE CITY OF LOVELAND, BEING A PORTION OF SECTION 28 AND 33, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE  $6^{\text{TH}}$  P.M. AND A PORTION OF SECTION 3 AND SECTION 4, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE  $6^{\text{TH}}$  P.M., LARIMER COUNTY, COLORADO.

WHENCE THE NORTHWEST ¼ SECTION 33, N02°39'15"E 1637.01 FEET.

THENCE S32°59′56″E, ALONG THE SOUTHEAST LINE OF TRACT A, A DISTANCE OF 1588.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING (4) FOUR

THENCE N69°45'33"E A DISTANCE OF 428.53 FEET;

THENCE S25°25'33"E A DISTANCE OF 1244.87 FEET;

THENCE S54°40′56"W A DISTANCE OF 254.10 FEET, TO THE SOUTHWEST LINE OF TRACT A;

THENCE N32°59′56″W ALONG THE SOUTHWEST LINE OF TRACT A , A DISTANCE OF 1338.95 FEET, TO THE TRUE PIOINT OF BEGINNING.

CONTAINING 435618.4 SQFT. OR 10.0 ACRES MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE REFERANCED TO THE NORTH LINE OF NORTHWEST 1/4, SECTION 4, TOWNSHIP 5 NORTH – RANGE 68 WEST OF THE  $6^{TH}$  P.M., BEARING OF N 89°30′14″W.

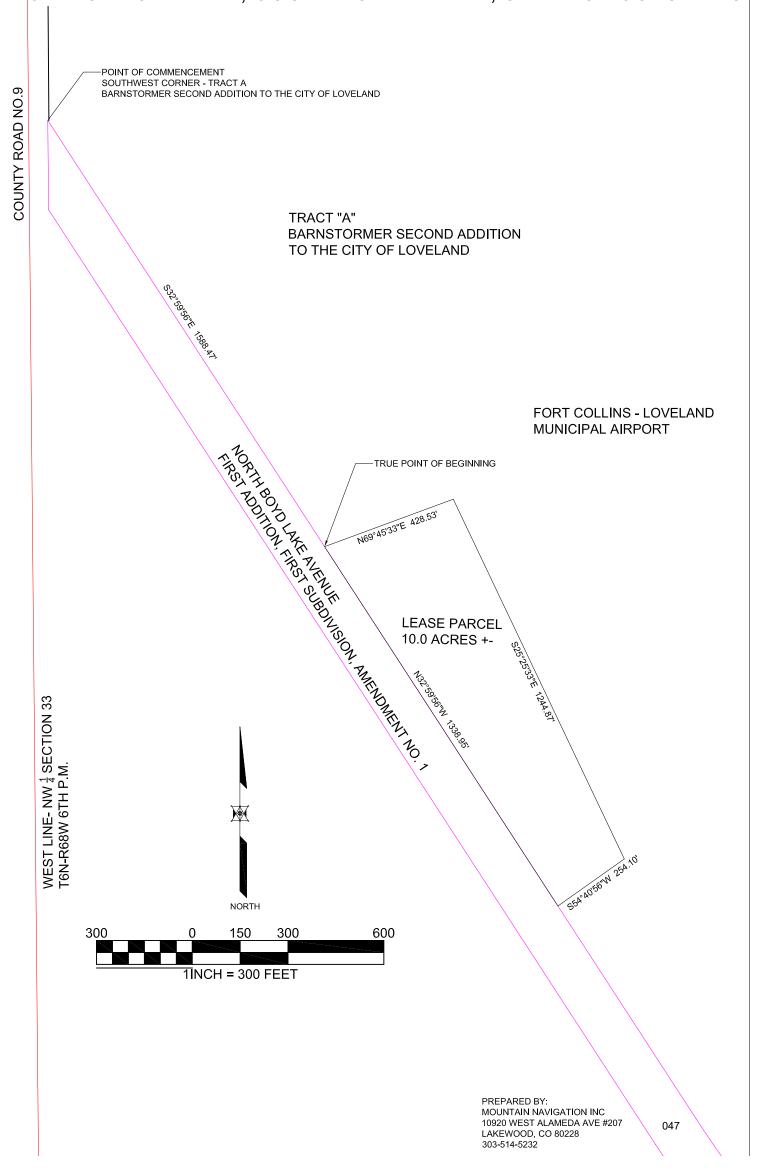


Mountain Navigation Inc 10920 West Alameda Ave. #207 Lakewood, CO 80226 303-514-5232

# EXHIBIT A LEASE PARCEL

# A PART OF TRACT A

BARNSTORMER SECOND ADDITION TO THE CITY OF LOVELAND CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO





# NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER:** 6

**MEETING DATE:** February 17, 2022

PREPARED BY: Jason Licon, Airport Director

## TITLE

Strategic Planning Retreat

# RECOMMENDED AIRPORT COMMISSION ACTION

Consider two options for moving forward with a rescheduled half day StratOp session. The options include rescheduling for April 1<sup>st</sup> or at a time to be determined later in the year with the interim solution being created by the PDSC and recommended for adoption at the next regularly scheduled meeting.

# **BUDGET IMPACT**

Not Applicable

# **SUMMARY**

In February of 2021, Stacey Pearson of Spinnaker Strategy facilitated a two-day StratOp session with the Airport Commission. She was scheduled to return for a half day facilitated session on February 18<sup>th</sup> to refine, update, and further operationalize the plan. A tertiary goal of this meeting was to foster inclusion of the new members on the Airport Commission and incorporate these new perspectives and opinion with the updated plan.

The meeting unfortunately has been postponed due to the facilitator's inability to participate on the originally planned date. The result of the cancellation has had staff working to find another day that everyone can align schedules in order to participate, which has been identified as April 1. During the rescheduling outreach, commission members alternatively provided the option to conduct some additional strategic work planning through the Airport Commission's Planning and Development Subcommittee to bring back for Airport Commission approval in March.

Suggested agenda for half-day StratOp session:

- Review/Update
  - Bring new Commission members up to speed
  - Discuss staffing and day-to-day operations

- Highlight the changes
- Discuss the successes and illustrate the time and effort required
- Discuss where we fell short and why
- Set the Action Plan:
  - Refine/scrub the 4 strategic focus areas
  - Review/refine potential action steps for 2022-2023
  - Prioritize focus areas and action items (What is important now?)
  - Align funding/resources with focus areas/action items
- Refine success metrics
- Communicate the Plan
  - Format Decide on the best format that adds value and will communicate the content internally and externally (i.e. 2018 strategic plan or plan-on-apage format, or both, or other)
  - Communications decide on the groups that need this content, then select the format and content to share

# **ATTACHMENT**

2022 Strategic Work Plan Draft – This is a draft based on review and feedback of the existing strategic plan and StratOp conducted by the Planning and Development Subcommittee and Stacey Pearson in preparation of the now postponed meeting.

#### 1. Our Mission

Serving the region, we are a catalyst for innovation in all modes of transportation, a driving force in business and training, and a global gateway to a magnificent Colorado.

3. Our Big Idea Core Strategies (What differentiates us?)			
Location and Climate	Our Rocky Mountain backdrop, the \$50M view, our weather, our people, and ranked a top place to live.		
Northern Colorado Aviation and Tourism	A front leader for all things aviation related in Northern Colorado, and connecting tourism entities throughout the state.		
Customer Experience	Positive customer experience for all customer segments, providing low cost, convenience, and quality at a good deal.		
Mobility Hub	Leveraging and creating a safe and reliable multi-modal transportation capability, with close proximity to I-25 and rail.		
Innovation and Aerospace Education Hub	Premier entity providing education and training focused on Innovation and Technology.		



Confidential Document: FOR INTERNAL USE ONLY

#### 2. Our Long Term Vision

Northern Colorado Regional Airport: sparking innovative transportation and leadingedge economic development, training, research and education throughout the region.

#### Describing Where We are Headed:

- By 2040, population in the northern region projected to reach 900,000, with 350,000 households, 430,000 employees. By 2050, population increase projected to 1 million, increase by 50%
- Between 2014 and 2045, growth rate in all of Colorado is 53%, with a rate of 83% in northern Colorado
- Serves as technology center, high tech as an emphasis, supporting training and education, and catalyst for innovation Partnerships between the Triple Helix government, business, research enterprises
- Airport foundationally exists and is safe and operationally excellent
- We have high security areas surrounding airport, extending deep, technological research and development
- We see our airport going vertical, leading a regional consistent approach to the vertical airspace within our communities; focused on safety and minimizing noise
- Our airport has a role and function in our community, we are something that our community wants and needs into the future Delivering safe reliable transportation solutions and a driving force for regional economic vitality
- Our airport provides a sense of place, and is an important part of promoting the brand of northern Colorado, bolstering that norther Colorado vision
- Intentionally providing transportation options that are "quintessential Colorado" (i.e. peaceful, proud, sustainable, transparent)
- Smart evolutionary growth of aviation to serve all segments of population Practical growth and a vital part of our business economy Northern Colorado is the most connected region in the world Our federal state research facilities are tied to the airport
- We see growth leading companies of the world within our region
- We are an airport that supports the economic activity -entrepreneurial, collaborative, connected, beacon of leading innovation We have become a cluster of airports that are important assets of northern Colorado in conjunction working together
- A multi-modal way of thinking people are choosing our airport over DIA
- A world class airport that is a catalyst for economic development, and that benefits our region and beyond
- Opportunity where businesses and people want to be; lined up
- Through innovation and collaboration, creating opportunity for all people
- We are partnering with tourism entities and attracting visitors, travelers, and targeted businesses
- We're attracting people here to northern Colorado recreation travel
- We are retaining and supporting existing businesses while attracting businesses in industries that are in our targeted plan
- We must continue to be intentional about safety and noise mitigation



#### 5. Our 2022 Strategic Dashboard (Success Metrics)

- 1. Terminal Funded: based on design process and option selected during design Charrettes in 2021
- 2. Remote Tower: FAA testing has commenced and is being utilized by air traffic controllers
- 3. Economic Dev Plan defined, including AIA Plan, business retention, partnerships and branding
- 4. Achieve 10,000 enplanements on commercial service (Wingless success, Commercial Service started this year)
- 5. Work with private development to replace the aging City owned hangars that will accommodate current and future aviation demands for general aviation to include growing business aviation needs
- 6. Aligned and High Performing Board (Onboard and integrate new members to commission & PDSC)
- 7. Staffing plan implemented to scale with the Strategic Plan initiatives
- 8. Targeted Airport Generated Revenues \$TBD (Land Leasing, Fuel Sales, Commercial air service passengers)

	6. Strategic Initiative Profile			
#	Objective (Targeted Outcome)  Key Deliverables			
1	Organizational Excellence & Innovation <establish objective=""></establish>	a) Operate a safe and efficient airport b) Manage airport assets responsibly c) Provide leadership and management for airport operations, projects, and initiatives. d) Support the Airport Commission by providing policy advice and meeting materials. e) Attract, support and retain high quality staff. Ensure that staff are provided opportunities for training, continuing education and maintaining required certifications. f) Manage airport finances in a responsible and transparent fashion g) Foster partnerships with stakeholders, business partners, and government agencies. h) Update the Airport's emergency plan & conduct a full-scale disaster exercise Supporting critical emergency response activities – firefighting, medevac. j) Develop a staffing plan that is linked to the strategic and work plans of the airport. Ensure that there is adequate staffing, facilities, and equipment to support the needs of airport customers. k) Complete maintenance projects that are urgent and not an eligible or priority for FAA or State of Colorado grant funding l) Publicize accomplishments and set an example for other airports.	TBD	
2	Multimodal Transit & Terminal <establish objective=""></establish>	a) Support commercial air service b) Support Design of the new terminal c) Develop a funding plan for the terminal and associated infrastructure d) Develop a phasing plan that will allow the terminal to grow to meet the demands of the region e) Develop a Multi-modal Transportation Plan (Phase I: Preliminary Research) f) Make improvements to the current terminal to temporarily increase capacity and enhance customer experience g) Remote Tower Testing and Certification – to secure uninterrupted air traffic control services	TBD	
3	Capital Projects (Non- Terminal Related) <establish objective=""></establish>	a) Create a list of needs and wants and illustrate the possibilities that increased funding could lead to b) Reconstruct Stearman Taxiway (design and construction) c) Reconstruct Northrop Taxiway (design and construction) d) Planning for fuel facilities for future with new FBO & Airline e) Lindberg Drive extension f) Taxiway B & D Rehab (design and construction)	TBD	
4	Private Development & Economic Development <establish objective=""></establish>	a) Develop a Plan to Maximize On-Airport Business Development b) Develop a conceptual development plan for certain areas within the Airport Influence Area (AIA) c) Develop a plan to establish a U.S. Customs User Fee Facility	TBD	

	7. Operations Workplan				
#	Action Item	Action Steps	Owner		
1	Staffing- resourcing	a. Make this a robust of a plan- look at the resources this takes to accomplish the best-case scenario or other vs. the self-sustaining route b. Without this plan- we don't have the ability to make real progress i. Staff has barely enough bandwidth to focus on day to day operations and increasing workloads for maintaining current and growth-related needs. This demand has been increasing in recent years due to many projects that include recent airline announcements and increasing activity levels associated with new aviation developments, remote tower project progression, and other transportation service providers. c. Show how much work is needed to put into the achievement of these goals from all groups i. Commission – what is their role and how do they move us forward ii. PDSC – crafting the strategy and aligning recommendations and influencing resources iii. Staff – programming the budgets, executing plans d. Facilities – where should the airport staff be located? The current office space is functional however is not an ideal location/ layout for airport staff due to future usage uncertainties from LFRA and limits growth.			
2	Remote tower	Ensuring that this system is certified by the FAA or a tower is built to support air service. The bottom line is without air traffic control, air service is not possible to maintain. a. Continue to support the project b. Work to continually educate federal electorate on the system and its importance c. Keep stakeholders informed on the progress			
3	New terminal facility	A new terminal facility is needed to support the future of the Airport. We need to ensure that there is adequate financial support to complete the facility that has been selected by City officials and stakeholders. a. This is a golden opportunity- that we need to keep our momentum on and capture local interest and support b. Find resources for terminal funding gaps through a variety of sources i. Federal infrastructure bill ii. Federal reimbursements iii. State Infrastructure Bank/ borrowing/TIFIA v. Philanthropic Sources vi. City provided funding			
4	Building air carrier services	This will enable the airport to obtain resources that are critical for the future of the region. The revenues from the air service can also help offset some of the existing and future needs such as staffing and infrastructure support for aviation and non- aviation development.  a. Why do this?  i. We know the market exists  ii. DEN is a great airport, but is becoming more challenging to get to and is much less convenient to Northern Colorado than FNL  iii. DEN can be a partner in multi-modal travel options  b. What do we want?  i. Build the leisure market and collaborations with DEN first, this is critical to do before a business travel option can be supported with direct flights  ii. Attract the frequency and volume of flights to key locations that can help to add value to area companies from an economic development perspective  c. Marketing  i. Continue to build the Avelo presence at FNL  1. Bring key Avelo officials here to discuss the potential for investment or expanding service levels  2. Develop a destination marketing support group with area tourism and travel entities  ii. Attend targeted marketing events for other airlines to showcase Northern Colorado and the future of FNL to include the new terminal			
5	Maximizing development potential	Investigate the potential for maximizing development potential on the airport, leveraging land use that may not be identified within the master plan for aviation use.  a. Innovation, Technology, & Education  i. Identify locations onsite where these areas can be best supported, and more importantly preserved for future needs.  b. Multi-modal transportation hub, including exploration of Union Pacific Railroad opportunities  i. How can we preserve property to bring light rail to the airport as a future stop?  ii. Can rail be used to bring economic development opportunities to the Airport?  iii. Trends in nearby development is highly centered around logistics, how can the airport play a role in this?  iv. How do we expand the partnership with DEN through the landline/United and Groome operations?  c. Protecting the sustainability of the airport and enhancing environmental impacts  i. Where would be good locations for park and ride facilities, or PV electric generation?  iii. How can the airport be ready for electric aircraft of the future.			
6	Funding	Create a financial connection to all of these priorities and a dedicated lead for each priority			



# NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538 (970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER:** 7

**MEETING DATE:** February 17, 2022

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

# **TITLE**

Hangar Development RFP Discussion and Possible Executive Session

# RECOMMENDED AIRPORT COMMISSION ACTION

Provide direction to the evaluation committee

# **BUDGET IMPACT**

Unknown

# **SUMMARY**

In February of 2021, staff received an unsolicited proposal from Fort Collins-Loveland jetCenter (FCLJC) to redevelop the Airport-owned T-hangars with larger hangars capable of supporting the increased business jet traffic at the Airport. Staff followed the normal process for Airport development, negotiated lease terms with FCLJC, and presented the proposal at the June 2021 Airport Commission meeting. The proposal generated considerable stakeholder concern and at the July 2021 meeting, the Airport Commission directed staff and the Planning & Development Subcommittee (PDSC) to create a request for proposals (RFP). The goals of the RFP were:

- Replace the aging Airport-owned T-hangars with new facilities that represent a higher and better use in alignment with the Airport Master Plan (2020).
- Support the construction and operation of new hangars to help offset the loss of redeveloped T-hangars.

At the November 2021 meeting, the Airport Commission approved the RFP and it was published and advertised. The RFP closed in December, with three entities responding to the entire RFP or components within. An Airport Commission approved evaluation committee, which includes staff from both cities, was tasked with evaluating the proposals and making a recommendation to the Commission.

## **Evaluation Committee:**

- Diane Jones PDSC Citizen Member
- Troy Bliss Senior Planner, Loveland Development Services

- James Hays President, FNL Pilots Association
- Josh Birks Fort Collins Economic Health Director
- Aaron Ehle Airport Planning & Business Development Specialist
- Scott Schorling City of Loveland Economic Development

Committee members reviewed the three proposals and met on December 17 to discuss and evaluate the proposals. It was determined that more information was needed from the groups that submitted proposals. Questions were submitted to the groups, and interviews were conducted on February 7 and February 9. After the interviews, the committee met to prepare a recommendation to the Airport Commission. The evaluation committee concluded that there were gaps and items of concern with all three proposals and that more information was needed in order to make a recommendation.

#### The committee has concerns about:

- Alignment with airport guiding documents and policies to include the Airport Master Plan, Minimum Standards, Aviation Activity Forecast, etc.
- Assurances that concurrent development of new hangars will assist to offset displaced tenants residing in redeveloped hangars
- The level of detail contained in the proposals was insufficient to perform a thorough financial analysis.
- The value of the land could be greater after the terminal is constructed and could lead to higher usage potential in the future.
- Lack of phasing commitment, with proposals citing that the development of hangars would be market driven vs. defined timeline, committing property.
- The income currently generated by the existing T-hangars is greater than that which would be generated by the proposals just leasing the land.
- Concern that we are being reactive, not driving the process; or that the RFP was not specific enough to clearly identify what is desired by the Cities.

# Options:

- Ask the groups that responded to the RFP to provide more information and/or revise their proposals to address the concerns of the evaluation committee.
  - Potentially hire a firm specializing in airport development to take a fresh look at the results (assist in the evaluation process) and provide opinion.
- Consider the RFP process failed and see what opportunities arise from future activity and market demand.

#### **ATTACHMENTS**

Hangar Development RFP Fort Collins-Loveland jetCenter Proposal & RFP Timeline



# REQUEST FOR PROPOSALS (RFP) CITIES OF LOVELAND AND FORT COLLINS 500 EAST 3<sup>RD</sup> STREET LOVELAND, COLORADO





SOLICITATION NUMBER: 2021-109

DESCRIPTION: Northern Colorado Regional Airport Hangar Development

Opportunity

RECORDING DATE: December 9, 2021

#### I. INTRODUCTION

The Cities of Loveland and Fort Collins (hereafter the "Cities") are soliciting proposals from qualified parties to finance, build, manage, and operate aircraft hangars at Northern Colorado Regional Airport ("Airport"), located in Loveland, Colorado. The Cities are offering three parcels of land to be leased in accordance with the Standard Airport Lease Agreement ("Lease") appearing in section XII hereof, and all other provisions of this Request for Proposals ("RFP"), and to be developed for aeronautical use in alignment with the Airport Master Plan, Strategic Plan, Minimum Standards, and other guiding documents. Those documents can be found at: https://www.flynoco.com/airport-commission/guiding-documents/.

The issuance of this RFP <u>does not</u> constitute a commitment by the Cities to award a contract, or an agreement to pay any costs incurred by any individual or company in the preparation of a response to this RFP. The Cities reserve the right to engage in discussions with any of the respondents to this RFP to explore the viability of a development arrangement or partnership and/or to negotiate a potential memorandum of agreement and/or definitive contract.

### **II. PROPOSAL INSTRUCTIONS**

Responses to this RFP must be addressed to the City of Loveland Purchasing Division at: bids@cityofloveland.org.

Your email shall state "Response to Airport Hangar Development Opportunity RFP" in the subject line. Please note that email responses to this request are limited to a maximum of 25 MB capacity. Your electronic file shall be one

(1) .pdf file only; <u>NO ZIP FILES ALLOWED.</u> Electronic Submittals must be received at the e-mail provided above. Submittals sent to any other email address will NOT be forwarded or accepted.

Responses will be accepted until 2:00 p.m. Mountain Time, Thursday, December 9, 2021, at which time they will be recorded. There will be a virtual bid opening on Zoom.

1

https://zoom.us/j/92900034362?pwd=MTEwUEs5N0NIa01YY2hzODFZUm4yQT09,

Meeting ID: 929 0003 4362

Passcode: 619491 or call in 1-346-248-7799

All questions regarding this RFP must be in writing and sent to Aaron Ehle, Planning & Business Development Specialist for the Airport, at <a href="mailto:aaron.ehle@cityofloveland.org">aaron.ehle@cityofloveland.org</a>. Questions will be accepted until 5:00 p.m. Mountain Time, Thursday, December 2, 2021.

All questions received by the question deadline stated above will be responded to via Addendum, which will be published at Rocky Mountain e-Purchasing System (<a href="https://www.bidnetdirect.com/colorado">www.bidnetdirect.com/colorado</a>).

The Cities are subject to section 24-72-201 *et seq.* of the Colorado Revised Statutes, the Colorado Open Records Act. If you object to the disclosure of any confidential or privileged information as such is defined in the Colorado Open Records Act, any such pages must be marked confidential and submitted as outlined below in the Submittal Instructions. If you fail to mark the documents confidential and fail to include the explanation, any objection to the release of any information will be deemed waived by the Cities.

Please note that your objection will be considered, but is not binding on the Cities. The Cities are required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law. If the Cities release documents marked as confidential in compliance with the Colorado Open Records Act, the Proposer(s) waive any claims for liability or damages.

Interested parties are <u>highly encouraged</u> to submit proposals and other relevant information pursuant to this RFP. The Cities reserve the right to engage in discussions with any of the Proposers to this RFP to explore the viability of proposals and to negotiate lease terms.

Responsibility for timely submittal and routing of responses, prior to recording, lies solely with the Proposer(s). Responses received after the closing time specified will not be accepted.

The Cities are committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, contact the City of Loveland's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The Cities will make reasonable accommodations for Proposers in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, contact the City of Loveland's ADA Coordinator at jason.smitherman@cityofloveland.org or 970-962-3319.

"Las Ciudades están comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, contacte al Coordinador Título VI de la Ciudad de Loveland al TitleSix@cityofloveland.org o al 970-962-2372. Las Ciudades realizará las acomodaciones razonables para los Proposeres de acuerdo con la Ley de Discapacidades para Americanos (ADA). Para más información sobre ADA o acomodaciones, contacte al Coordinador de ADA de la Ciudad de Loveland: jason.smitherman@cityofloveland.org o al 970-962-3319.

#### **III. AIRPORT BACKGROUND**

Since its opening in 1964, Northern Colorado Regional Airport has evolved to accommodate the aviation demands of the Northern Colorado Region. It is jointly owned and operated by the Cities of Fort Collins and Loveland and supports a diverse mix general aviation and commercial aviation users. The Airport generates approximately \$296 million annually in economic impact according to a Colorado Department of Transportation Division of Aeronautics study <a href="https://www.codot.gov/programs/aeronautics/studies-plans-reports/2020ceis/2020ceisreports/northern-co-regional-loveland-fnl.pdf">https://www.codot.gov/programs/aeronautics/studies-plans-reports/2020ceis/2020ceisreports/northern-co-regional-loveland-fnl.pdf</a>.

The Airport is located adjacent to Interstate 25 in Loveland, Colorado, approximately a one-hour drive north of Denver. In recent decades, remarkable population and economic growth have occurred in the Northern Colorado region, particularly in areas along I-25 near the Airport. Once surrounded by empty fields, the Airport is now at the center of a vibrant mix of industrial, commercial, and residential development.

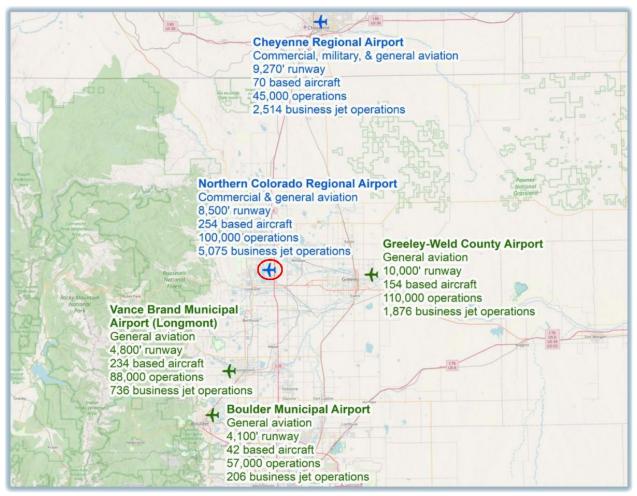


Figure 1 - Airport Vicinity Map

The Airport serves Larimer County and portions of Weld County and is centrally located among the cities of Fort Collins, Loveland, and Greeley. It is home to the innovative Remote Air Traffic Control Tower project: a first of its kind technologically advanced air traffic control tower system that is currently being tested by the Federal Aviation Administration ("FAA").

With approximately 200 aircraft hangars and 254 based aircraft, the Airport is home to many private-sector developments and businesses that support a wide array of aeronautical activities. The Airport is one of 12 commercial service airports in the state of Colorado and the only one serving the Northern Colorado region. Avelo Airlines recently began offering twice weekly service to and from Hollywood Burbank Airport in California. In December, Avelo will add twice weekly flights to and from Las Vegas. In addition to flights, the Airport also supports ground transportation services to Denver International Airport provided by United Airlines and Groome Transportation.

Table 3-11: Summary of Aviation Activity Forecasts, 2018-2038

<b>Aviation Activity</b>	2018	2023	2028	2033	2038
OPERATIONS					
Commercial Service	50 <sup>1</sup>	590	692	812	954
General Aviation	94,650 <sup>2</sup>	108,504	118,452	129,313	141,170
Single Engine Piston	63,298³	72,372	79,008	86,252	94,160
Multi-Engine Piston	28,470³	32,009	34,351	36,854	39,528
Turboprop	285³	597	948	1,358	1,835
Business Jet	2,847³	3,526	4,146	4,849	5,647
Military	200²	200	200	200	200
TOTAL OPERATIONS	94,900²	109,294	119,344	130,325	142,324
Local Operations	35,208 <sup>2</sup>	43,280	50,244	58,125	67,034
Itinerant Operations	59,692 <sup>2</sup>	66,013	69,100	72,200	75,289
PASSENGER ENPLANEMI	ENTS				
Enplanements	3,388²	48,431	56,829	66,684	78,248
BASED AIRCRAFT BY TYP	PE				
Single Engine Piston	216 <sup>1</sup>	230	241	253	265
Multi-Engine Piston	16 <sup>1</sup>	16	16	16	16
Glider/Ultra-Light	2 <sup>1</sup>	3	4	5	6
Business Jet	91	11	13	15	17
Helicopter	13¹	15	17	19	21
<b>Total Based Aircraft</b>	256 <sup>4</sup>	275	291	308	325

SOURCE: Mead & Hunt, 2018.

NOTES:

Figure 2 – Aviation Activity Forecasts from 2020 Northern Colorado Regional Airport Master Plan https://www.flvnoco.com/airport-commission/guiding-documents/master-plan/

In 2020, the Airport was awarded a \$16.87 million grant through the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). A new multimodal passenger terminal is currently being designed, with construction anticipated to be finished in mid-2024.

#### IV. SITE LOCATIONS

The Cities are accepting proposals for three separate sites. Submittals may contain a proposal to develop one of the sites or a proposal to develop multiple sites.

Site A: Redevelopment of the area housing existing City-owned T-hangars - Approximately 175,752 square feet.

Site B: Vacant land currently outside of the Air Operations Area (AOA) with a road, Lear Drive, to be abandoned to accommodate aeronautical use - Approximately 324,910 square feet. This site has been identified as suitable location for the construction of new aircraft hangars to help offset the loss of T-hangar units from the redevelopment of Site A.

4

Site C: Vacant land north of runway 6/24, west of Rockwell Ave – Approximately 578,812 square feet.

<sup>1.</sup>FAA 2018 APO Terminal Area Forecast Detail Report for FNL.

<sup>2.</sup> Base year data source: FAA Form 5010.

<sup>3.</sup> Percentages of GA operations by aircraft by type were extrapolated using the percentages identified

in the 2007 Fort Collins-Loveland Airport Master Plan.

<sup>4.</sup> National Based Aircraft Inventory



Figure 3 - RFP Site Locations

In addition to the three sites included in this RFP, the Airport has approximately 160 acres of land available for both aeronautical and non-aeronautical development. For more information, please visit <a href="https://www.flynoco.com/airport-development/">https://www.flynoco.com/airport-development/</a>.

# V. Existing Conditions

**Site A:** There are four T-hangar buildings on site A that are owned by the Cities and rented out on a month-to-month basis. There are currently 24 people on waiting lists for T-hangar rental.

5

- A- Building 4920 Grumman Street
  - 56 years old
  - 9,100 square feet

- · Has been relocated and shortened
- · Sliding door
- 8 units with 5 units usable due to ground heaving & door issues
- B- Building 4910 Grumman Street
  - 51 years old
  - 12,735 square feet
  - Sliding steel door
  - 10 units all usable, but require cabling roof so wind does not blow the doors off and some have frequent flooding issues
- C- Buildings 4930 & 4960 Grumman Street
  - 44 years old
  - 21,330 square feet each
  - Electric bifold doors
- 40 units all usable, structures are noticeably bent due to soil heaving, frequent flooding issues Site A is entirely paved. The asphalt is in fair condition.



Figure 4 - Site A Aerial Image

Site B: This site consists of a vacant grassland with a road, Lear Drive, on the western edge.



Figure 5 - Site B Aerial Image

**Site C:** This site consists of a vacant grassland.



Figure 6 - Site C Aerial Image

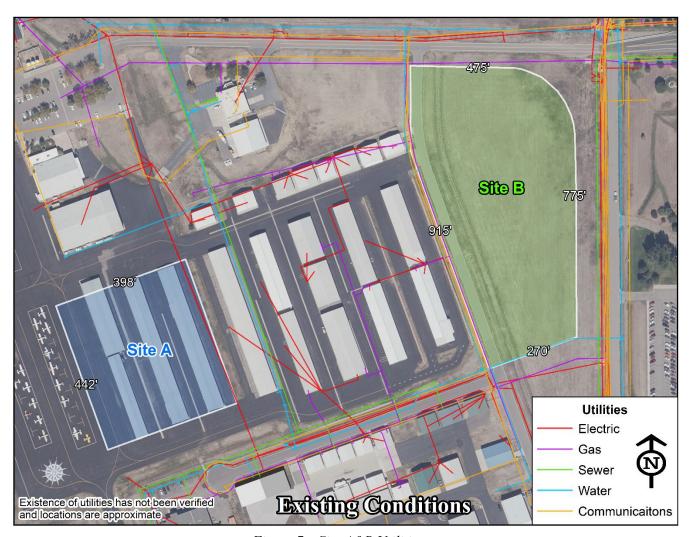


Figure 7 – Site A&B Utilities

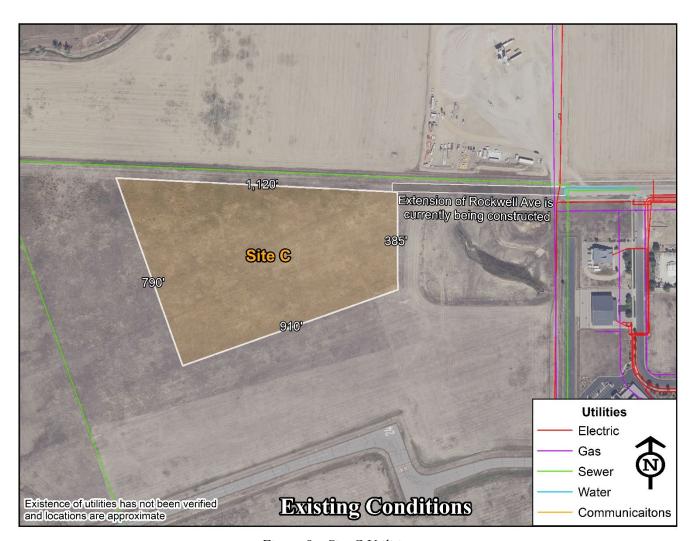


Figure 8 – Site C Utilities

# VI. DESIGN CRITERIA

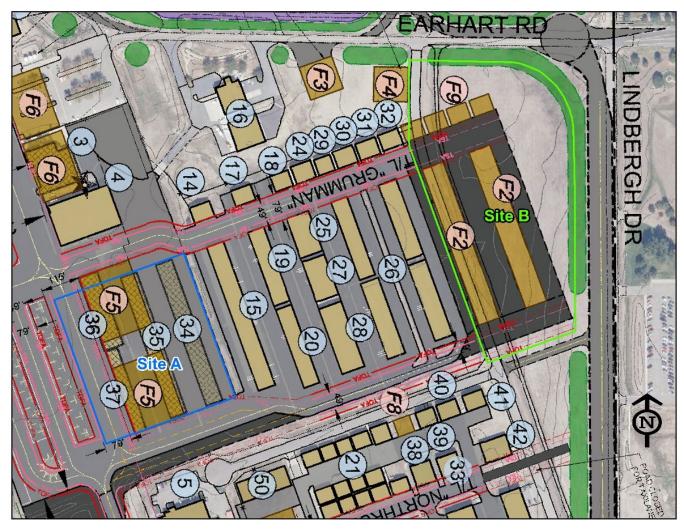


Figure 9a – Site A&B Airport Layout Plan from 2020 Northern Colorado Regional Airport Master Plan <a href="https://www.flynoco.com/airport-commission/guiding-documents/master-plan/">https://www.flynoco.com/airport-commission/guiding-documents/master-plan/</a>

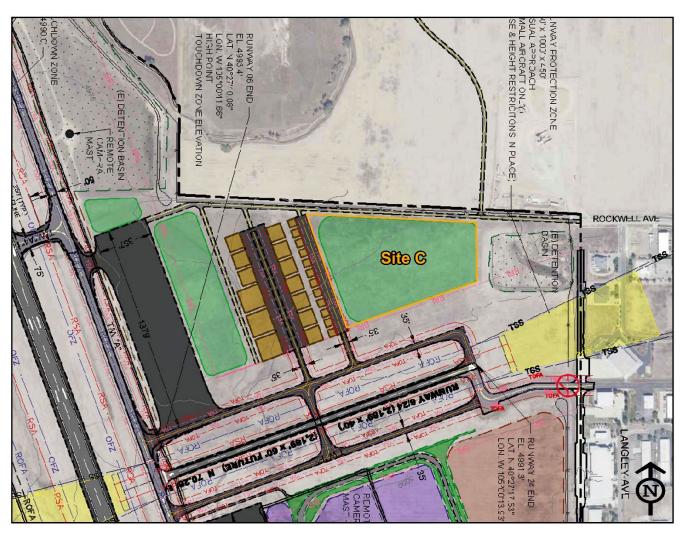


Figure 9b – Site C Airport Layout Plan from 2020 Northern Colorado Regional Airport Master Plan <a href="https://www.flynoco.com/airport-commission/guiding-documents/master-plan/">https://www.flynoco.com/airport-commission/guiding-documents/master-plan/</a>

FUTURE	E DEVELOPMENT AREAS
	Innovation Focused Aeronautical/Non-Aeronautical
	Terminal Parking
	Aeronautical/Non-Aeronautical Development
	Aeronautical Development
	Entryway Improvements/Setbacks

BU	ILDING LEGEND	
NO.	DESCRIPTION	TOP ELEVATION
1	PASSENGER TERMINAL BUILDING	5020.1
2	PASSENGER SECURE HOLD AREA/	5021.5
	TEMPORARY REMOTE TOWER CONTROL CENTER	
3	FBO HANGAR	5031.8'
4	FBO HANGAR	5045.5'
5	MAINTENANCE HANGAR	5040.6"
6	HANGAR	5060.1"
7	EXECUTIVE HANGAR	5048.8"
8	EXECUTIVE HANGAR	5048.4
9	EXECUTIVE HANGAR	5050.31
10	EXECUTIVE HANGAR	5047.0"
11	EXECUTIVE HANGAR	5049.2'
12	EXECUTIVE HANGAR	5046.7"
13	EXECUTIVE HANGAR	5047.0"
14	EXECUTIVE HANGAR	5040.4"
15	T-HANGARS	5034.0"
16	ARFF, SRE, GARAGE & AIRPORT ADMIN.	5042.6"
17	HANGAR	5035.7
18	HANGAR	5032.9"
19	T-HANGARS	5034.0"
20	T-HANGARS	5031.3'
21	EXECUTIVE HANGAR GROUP	5036.6*
22	EXECUTIVE HANGAR	5048.4"
*	BUILDING ELEVATIONS FROM AGIS SURVEY DEC 20	018.

BU	ILDING LEGEND	
NO.	DESCRIPTION	TOP ELEVATION
23	EXECUTIVE HANGAR	5050.8"
24	EXECUTIVE HANGAR	5037.1"
25	T-HANGARS	5035.1"
26	T-HANGAR GROUP	5036.5"
27	T-HANGARS	5034.8"
28	T-HANGARS	5034.9"
29	EXECUTIVE HANGAR	5036.1"
30	EXECUTIVE HANGAR	5038.1"
31	EXECUTIVE HANGAR	5043.2"
32	EXECUTIVE HANGAR	5043.1"
33	EXECUTIVE HANGAR	5044.8"
34	T-HANGARS	5028.8"
35	T-HANGARS	5027.5
36	T-HANGARS	5027.8"
37	T-HANGARS	5030.0*
38	EXECUTIVE HANGAR	5045.0"
39	EXECUTIVE HANGAR	5043.1"
40	EXECUTIVE HANGAR	5045.5"
41	EXECUTIVE HANGAR	5045.5"
42	EXECUTIVE HANGAR	5047.0"
43	EXECUTIVE HANGAR	5053.5"
44	EXECUTIVE HANGAR	5052.4"
45	EXECUTIVE HANGAR	5062.6"
46	EXECUTIVE HANGAR	5055.7"
47	EXECUTIVE HANGAR	5053.4"
48	EXECUTIVE HANGAR	5055.2"
49	EXECUTIVE HANGAR	5050.8"
50	EXECUTIVE HANGAR	5034.0*
F1	FUTURE EXECUTIVE HANGAR	5048" EST.
F2	FUTURE T-HANGARS	5036' EST.
F3	FUTURE REMOTE TOWER BUILDING	5027" EST.
F4	FUTURE FUEL FACILITIES	5027" EST.
F5	FUTURE FBO HANGARS	5032" EST.
Fβ	FUTURE FBO HANGARS	5050" EST.
F7	FUTURE PASSENGER TERMINAL BUILDING	5016' EST.
F8	FUTURE EXECUTIVE HANGAR	5036' EST.
F9	FUTURE EXECUTIVE HANGAR	5036" EST.
•	BUILDING ELEVATIONS FROM AGIS SURVEY	DEC 2018.

LAYOUT PLAN LEGEND		
	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
AVIGATION EASEMENT	N/A	7//////
AIRPORT BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS		
RUNWAY PROTECTION ZONE	102	R07
GLIDE PATH QUALIFICATION SURFACE		
PART 77 APPROACH SURFACE	P77	[ P77
THRESHOLD SITING SURFACE	T83	C_ 785
BUILDING RESTRICTION LINE	— BRL —	
RUNWAY OBSTACLE FREE ZONE	— OFZ —	OFZ
INNER APPROACH OBSTACLE FREE ZONE	— NOFZ —	N/A
PRECISION OBSTACLE FREE ZONE	100000000000000000000000000000000000000	000000000000000000000000000000000000000
GLIDE SLOPE CRITICAL AREA	— GSCA —	NA
LOCALIZER CRITICAL AREA	— LCA —	N/A
RUNWAY SAFETY AREA		RSA
RUNWAY OBJECT FREE AREA		ROFA
TAXIWAY SAFETY AREA	TEA	TSA
TAXIWAY OBJECT FREE AREA	——TOFA ——	TOFA
TAXIWAY SHOULDER		
TAXIWAY EDGE SAFETY MARGIN		~
AIRPORT SECURITY FENCE (8' HEIGHT)	- <del>-</del>	N/A
APRON/TAXIWAY/TAXILANE MARKING		
AIRPORT BEACON	*	NA
LIGHTED WIND CONE & SEGMENTED CIRCLE	•	N/A
WIND CONE	P	N/A
PRECISION APPROACH PATH INDICATOR (PAPI)	HMMM	N/A
RUNWAY END IDENTIFIER LIGHTS (REIL)	*	OF.
AIRPORT REFERENCE POINT (ARP)	•	0
REMOTE CAMERA MASTS		N/A
THROUGH-THE-FENCE ACCESS POINT	$\Theta$	N/A

Figure 9c – Airport Layout Plan Legend

#### Site A:

- 1. The minimum leasehold area for proposals within site A is 60,000 square feet.
- 2. The Airport Layout Plan depicts the replacement of the City-owned T-hangars with two 30,000 square foot aircraft hangars with accompanying apron and vehicle access. The Cities will not limit proposals to this particular building layout and will consider layouts that suit the Proposer(s)' aircraft storage and business requirements. Hangar configurations may include corporate hangar(s) or multi-bay box hangars. Hangar buildings shall be at least 20,000 square feet in area with door heights of at least 18 feet. Layouts shall make efficient use of the available parcel.
- 3. Hangar buildings shall be modern, fully enclosed, high quality, steel buildings equipped with interior and exterior lighting, electrical services, and other amenities as required by the most recent Airport Minimum Standards https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf.
- 4. Per 2018 International Building Code, which has been adopted by the City of Loveland, hangars shall have restrooms or unrestricted access to a shared restroom within 500 feet <a href="https://library.municode.com/co/loveland/codes/code">https://library.municode.com/co/loveland/codes/code</a> of ordinances?nodeId=TIT15BUCO.
- 5. During construction and upon completion, the project shall ensure integrity of the Airport security fence and boundary to prevent unauthorized persons from entering the AOA.
- 6. All development shall conform to requirements contained in the currently adopted Loveland Municipal Code <a href="https://library.municode.com/co/loveland/codes/code">https://library.municode.com/co/loveland/codes/code</a> of ordinances?nodeId=LOCOMUCO.
- 7. The successful Proposer(s) must submit a Form 7460 and receive a Determination of No Hazard from the FAA Obstruction Evaluation / Airport Airspace Analysis in accordance with 14 CFR 77.9. This requirement is to ensure the construction does not create an obstruction to air navigation, operationally impact the airport, or cause interference with any radio navigational aids <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a>.

#### Site B:

- 1. The minimum leasehold area for proposals within site B is 60,000 square feet.
- 2. The Airport Layout Plan depicts two 30,000 square foot fixed T-hangar buildings and four 3,000 box hangars with accompanying apron, taxilane, and vehicle access. The Cities will not limit proposals to this particular building layout and will consider layouts that suit the Proposer(s)' aircraft storage and business requirements. Hangar configurations may include T-hangar(s), box hangar(s), and/or open-air aircraft shelters. Layouts shall make efficient use of the available parcel.
- 3. Hangar buildings and/or aircraft shelters shall be modern, high quality, steel structures equipped with interior and exterior lighting, electrical services, and other amenities as required by the most recent Airport Minimum Standards <a href="https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf">https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf</a>.
- 4. Per 2018 International Building Code, which has been adopted by the City of Loveland, hangars shall have restrooms or unrestricted access to a shared restroom within 500 feet <a href="https://library.municode.com/co/loveland/codes/code\_of\_ordinances?nodeId=TIT15BUCO">https://library.municode.com/co/loveland/codes/code\_of\_ordinances?nodeId=TIT15BUCO</a>.
- 5. The successful Proposer(s) shall construct pavement connector(s) to the Airport's adjoining taxilanes. The connecting taxilane(s) must adhere to the design standards contained in the most-current version of FAA Advisory Circular 15/5300-13A Airport Design, Chapter 4, Section 404 <a href="https://www.faa.gov/documentLibrary/media/Advisory\_Circular/150-5300-13A-chg1-interactive-201612.pdf">https://www.faa.gov/documentLibrary/media/Advisory\_Circular/150-5300-13A-chg1-interactive-201612.pdf</a>.
- 6. Lear Drive needs to be closed/removed in order for taxilanes to be constructed to the site. Before Lear Drive is closed, Cessna Drive needs to be connected to Lindberg Drive to provide access to hangars and businesses west of the site. The successful Proposal(s) shall include plans to extend Cessna Drive to Lindbergh Drive as shown in Figure 10.



Figure 10 – Site B Criteria

- 8. During construction and upon completion, the project shall ensure integrity of the Airport security fence and boundary to prevent unauthorized persons from entering the AOA.
- 9. All development shall conform to requirements contained in the currently adopted Loveland Municipal Code <a href="https://library.municode.com/co/loveland/codes/code">https://library.municode.com/co/loveland/codes/code</a> of ordinances?nodeId=LOCOMUCO.
- 10. Prior to construction, the successful Proposer(s) must submit a Form 7460 and receive a Determination of No Hazard from FAA Obstruction Evaluation/Airport Airspace Analysis in accordance with 14 CFR 77.9. This requirement is to ensure the construction does not create an obstruction to air navigation, operationally impact the airport, or cause interference with any radio navigational aids <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a>.

#### Site C:

- 7. The minimum leasehold area for proposals within site C is 60,000 square feet.
- 8. The Airport Layout Plan depicts undefined aeronautical development in this area. Hangar configurations may include T-hangar(s), box hangar(s), and/or open-air aircraft shelters. Layouts shall make efficient use of the available parcel.
- 9. Hangar buildings and/or aircraft shelters shall be modern, high quality, steel structures equipped with interior and exterior lighting, electrical services, and other amenities as required by the most recent Airport Minimum Standards <a href="https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf">https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf</a>.

- 10. Per 2018 International Building Code, which has been adopted by the City of Loveland, hangars shall have restrooms or unrestricted access to a shared restroom within 500 feet <a href="https://library.municode.com/co/loveland/codes/code">https://library.municode.com/co/loveland/codes/code</a> of ordinances?nodeId=TIT15BUCO.
- 11. The successful Proposer(s) shall construct pavement connector(s) to the Airport's adjoining taxiways/runways. The connecting taxilane(s) must adhere to the design standards contained in the most-current version of FAA Advisory Circular 15/5300-13A Airport Design, Chapter 4, Section 404 <a href="https://www.faa.gov/documentLibrary/media/Advisory">https://www.faa.gov/documentLibrary/media/Advisory</a> Circular/150-5300-13A-chg1-interactive-201612.pdf.
- 11. During construction and upon completion, the project shall ensure integrity of the Airport security fence and boundary to prevent unauthorized persons from entering the AOA.
- 12. All development shall conform to requirements contained in the currently adopted Loveland Municipal Code <a href="https://library.municode.com/co/loveland/codes/code">https://library.municode.com/co/loveland/codes/code</a> of ordinances?nodeId=LOCOMUCO.
- 13. Prior to construction, the successful Proposer(s) must submit a Form 7460 and receive a Determination of No Hazard from FAA Obstruction Evaluation/Airport Airspace Analysis in accordance with 14 CFR 77.9. This requirement is to ensure the construction does not create an obstruction to air navigation, operationally impact the airport, or cause interference with any radio navigational aids <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a>.

#### VII. PERMITTED USES

- 1. The Lease shall permit the successful Proposer(s) to use the leased premises solely for the construction and operation of an aircraft hangar facility and/or commercial aeronautical business. The successful Proposer(s) may use the leased premises for the purpose of managing, storing, maintaining, and operating the Proposer(s) own aircraft and/or other aircraft. Stored aircraft shall be airworthy and comply with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars <a href="https://www.govinfo.gov/content/pkg/FR-2016-06-15/pdf/2016-14133.pdf">https://www.govinfo.gov/content/pkg/FR-2016-06-15/pdf/2016-14133.pdf</a>.
- 2. The successful Proposer(s) will have a non-exclusive right to provide commercial aviation services in a manner consistent with and as described in the most recent Airport Rules and Regulations <a href="https://www.flynoco.com/wp-content/uploads/2016/01/rules-regs-final-draft\_6-22-06.pdf">https://www.flynoco.com/wp-content/uploads/2016/01/rules-regs-final-draft\_6-22-06.pdf</a>, and Minimum Standards <a href="https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf">https://www.flynoco.com/wp-content/uploads/2020/03/Minimum-Standards-8-22-18.pdf</a>. Commercial aviation businesses must apply and receive an Airport Business License <a href="https://www.flynoco.com/wp-content/uploads/2020/03/Business-License-Application.pdf">https://www.flynoco.com/wp-content/uploads/2020/03/Business-License-Application.pdf</a>.
- 3. The successful Proposer(s) may sublease or license use of the hangar to third parties for aviation purposes. Any sublease, sale, or transfer of the Lease shall require approval by the Airport Director or Northern Colorado Regional Airport Commission (NCRAC), as applicable.
- 4. The successful Proposer(s) shall insert and enforce the following provisions in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport:
  - a. To furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and;
  - b. To charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 5. The successful Proposer(s) shall be responsible for and shall pay for maintenance and repair of the land, structures, utilities, and facilities located upon the premises during the term of the subject Lease. The

successful Proposer(s) shall be responsible for all, grass cutting, landscaping, weeding, and routine cleaning of the leased premises.

# VIII. IMPROVMENTS TO BE CONSTRUCTED BY SELECTED PROPOSER(S)

- 1. The selected Proposer(s) will finance, design, and construct all required utility extensions including water, sanitary sewer, electric power, natural gas, and telephone/data, as well as any necessary storm water management features at no cost to the Cities. The selected Proposer(s) shall be responsible for constructing the improvements in accordance with plans and specifications prepared by a professional architectural engineering firm, which shall be reviewed and approved in accordance with the site plan by City of Loveland Development Services.
- 2. The selected Proposer(s) shall furnish to the Cities, prior to the start of the work, a Performance Bond equal to 100% of the total construction cost, to guarantee completion of the approved construction.
- 3. All improvements, including the proposed hangar facilities, constructed on Airport property shall be subject to conditions, restrictions, reservations and prior approvals for the following purposes:
  - a. To encourage and leverage private investment in the Airport and create economic benefit for the Airport, Cities, and region;
  - b. To enhance aesthetic value through consistent, attractive, and compatible development;
  - c. To ensure proper, desirable use and appropriate development and improvement of each site within the Airport;
  - d. To protect Lessees and/or Tenants of buildings against improper and undesirable use of surrounding building sites which will depreciate the value of their leaseholds;
  - e. To ensure and maintain proper setbacks from streets, runways, taxiways, and aprons, and adequate, safe spaces between structures;
  - f. In general, to provide for a high type and quality of improvement of said property;
  - g. To ensure the safety and security of the Airport operation and the operations of Airport Tenants.

#### IX. LEASE TERMS

- 1. The Lease is offered with a 25-year term ("Initial Term") with three 5-year extensions ("Extended Term(s)"). At the conclusion of the Extended Terms, ownership of all improvements shall revert to the Cities. If Lessee desires to continue occupying the Leased Premises after the expiration of all three Extended Terms, Lessee may request that the Cities grant a new lease agreement.
- 2. The lease rate will include annual adjustments based on Consumer Price Index for all Urban Consumers (CPI\_U) U), All Items, for Denver-Aurora-Lakewood, CO as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100.
- 3. The actual leasehold parcel shall be determined from the successful Proposer(s) approved site plan and shall include all exclusive-use space necessary to operate the facility. The leasehold parcel shall include hangar building(s), automobile parking areas, landscaped buffers and/or setbacks, aircraft parking aprons, and any exclusive-use taxilane(s) including the Taxilane Object Free Area described in FAA Advisory Circular 150/5300-13A Section 404 <a href="https://www.faa.gov/documentLibrary/media/Advisory\_Circular/150-5300-13A-chg1-interactive-201612.pdf">https://www.faa.gov/documentLibrary/media/Advisory\_Circular/150-5300-13A-chg1-interactive-201612.pdf</a>.
- 4. The successful Proposer(s) shall be responsible for, and shall pay for all maintenance and repair of the land, structures, utilities, and facilities located upon the leasehold parcel during the term of the subject Lease. The

successful Proposer(s) shall be responsible for all grass cutting, landscaping, and routine cleaning of the leased premises.

#### X. PROPOSAL REQUIREMENTS

Please submit your response addressing, at a minimum, each of the following items, in the order outlined below. Your PDF shall be one (1) single file only.

#### 1. Letter of Interest

- a. Include the name of the Proposer(s), address, telephone number, name of contact person, and the title of the RFP.
- b. Provide a description of the submitting Proposer(s)' current legal status (i.e., Corporation, Partnership, Sole Proprietor, Joint Venture, etc.).
- c. Expression of interest in leasing Airport property for the development of aircraft hangars and related facilities.
- d. Identification of the type of development that the Proposer(s) has the capability to deliver, along with additional information that assists in highlighting and clarifying potential possible concepts, structures, funding, and creative approaches that could benefit the Airport and its users.
- e. Letter must be signed by an individual who is authorized to certify, on behalf of the Proposer(s), that all statements in the submittal are true and correct. The letter must indicate the title or position that the individual holds and must include the federal tax I.D.number of all firms associated with the submittal.

# 2. Development Proposal Details (see VI. Design Criteria for requirements specific to each site)

- a. Description/exhibit of proposed leasehold area: Written description and/or diagram identifying the extent of the proposed leasehold area, including dimensions and total area.
- b. Proposed annual rent per square foot based on leasehold area. The current rate for unimproved property (limited or no nearby infrastructure/utilities) is \$0.31 per square foot. The current rate for improved property (adequate access to nearby infrastructure/utilities) is \$0.439 per square foot. If the Proposer(s) intend to generate revenue by sub-leasing existing facilities (Site A only) prior to redevelopment according to a pre-determined phasing schedule, higher rent rates will be required.
- c. Site Plan: Site plan drawn to scale showing existing and planned final contour grades, the location of all improvements, including structures, aprons, taxilanes, walks, patios, driveways, parking, fences and walls, utilities, and the location of all improvements that may occur in future phases. All site data and dimensions shall be included.
- d. Elevations: Colored exterior elevations drawn to scale illustrating all sides of planned structure(s). Building heights to the highest point shall be included. Elevations shall include building mounted signage and descriptions of all materials to be used, including colors, textures, and shapes.
- e. Landscape Plan: Landscape plan drawn to scale showing the size, type, location, and spacing of all plants and other materials, elevation changes, and irrigation systems for all unpaved areas within the leased area.
- f. Project Narrative: A written description of the uses and activities associated with the planned facilities, including number and type of aircraft, frequency of aircraft operations, and business activities. Explanation of anticipated project phasing and construction timelines.

#### 3. Additional Information

a. A profile of the individual/organization and description of legal structure, principal officers, and

organizational structure. Submitting individuals/organizations should identify and distinguish between their own experience and qualifications and that of any parent entity, predecessor, and/or wholly owned or partially owned subsidiary.

- b. Resumes of key personnel and principals.
- c. Audited and certified financial statements, or other similar statement or information indicating financial capacity and capability.
- d. Experience financing, constructing, managing, and/or operating aircraft hangars or other aeronautical facilities within the last ten years, with an emphasis on similar projects. Information provided should include a description of services provided, examples of successful strategies, with particular attention to:
  - i. Professional references from other entities with whom the Proposer(s) have development, management, operation, or public-private-partnership experience within the last ten years, including contact name(s), address(es), telephone number(s), and industry/facility/project type.
  - ii. An explanation of Proposer(s) experience in working with public entities, including cooperative efforts, philosophy, and results.
  - iii. Other information that could be helpful to the Cities in their evaluation of the qualifications and experience of the Proposer(s). Items could include:
    - 1. Additional information about relevant project experience and pastproject results.
    - 2. Concept(s) for potential development and funding opportunities.
    - 3. Concept(s) for potential contractual management/operations and lease/agreement term frameworks.
    - 4. Other concepts or creative implementations that could benefit the Airport and its users and serve the Cities' desired short and long-term objectives.

#### XI. EVALUATION CRITERIA

The Cities intend to offer lease agreement(s) for proposal(s) that closely meets the evaluation criteria. Incomplete proposal(s) will not be considered. The Cities reserve the right to reject any or all proposals submitted, and to negotiate with any or all of the Proposer(s).

The Cities will evaluate each proposal submitted according to the criteria established below and will analyze information obtained from the RFP package, references, and other sources as appropriate. The Cities may request presentations or interviews with any or all of the Proposer(s). After final scoring, recommendations for an award will be made to the Northern Colorado Airport Commission.

Evaluations will be made using the following criteria:

#### 1. Experience and Detail (20 points)

The Proposer has demonstrated the capacity and support required to successfully complete the project as proposed. The proposal indicates how capable the submitting individual/organization is. There is enough information to indicate that the proposal will be successful.

#### 2. Financial Capability and Level of Proposed Investment (20 points)

The Proposer has the necessary financial resources and/or ability to obtain funding to achieve the desired outcome. The proposal includes cost-related information as required. The level of investment meets or exceeds what is typical or can be accommodated on the site(s). What costs, if any, will the Cities be requested to provide?

#### 3. Alignment with Airport Guiding Documents (20 points)

The proposal provides enough information to determine if the information contained in the guiding documents was used when creating the proposal. The proposal furthers the vision and mission of the Airport. The design and operation of proposed facilities aligns with the Master Plan, Strategic Plan, and Minimum Standards of the Airport.

#### 4. Innovation and Sustainability (20 points)

The proposal demonstrates original ideas that increase efficiencies within the available space. Ideas are included that would contribute to energy efficiency or environmental stewardship. The proposal contains information about the impact to the financial sustainability of the Airport. There are components of the proposal that demonstrate innovative thinking that will allow the Airport to grow, adapt, and thrive.

#### 5. Economic & Community Impact (20 points)

The proposal provides detail about economic benefit to the region. The proposal will help meet the demand for aeronautical facilities and benefit Airport users. The proposal creates long-term jobs and opportunities. The proposal has the ability to leverage revenues for the betterment of the Airport and the Cities. The proposal contains detail about how it will impact existing Airport users, nearby residents/businesses, the Cities, and the region.

#### Fort Collins-Loveland jetCenter Proposal & RFP Timeline

- February 21 Unsolicited Proposal from Fort Collins-Loveland jetCenter involving redevelopment of the Airport-owned T-hangars was received
  - Staff followed normal process for development proposals and negotiated lease terms.
- May 26 PDSC meeting Review and unanimous recommendation of jetCenter Proposal
- June 17 Airport Commission meeting Proposal from jetCenter was presented.
  - Airport stakeholders expressed concern with the proposal
  - Item was tabled to provide more opportunity for feedback and to examine potential options and solutions.
- June 23 Entire PDSC meeting devoted to jetCenter proposal and stakeholder feedback.
- July 15 Commission meeting jetCenter proposal was considered again
  - Stakeholder feedback, considerations, and options were presented
  - Airport Staff and the PDSC were instructed to create a request for proposals (RFP) for redevelopment of the Airport-owned T-hangars (Site A) and development of new hangars in the area east of Lear Drive (Site B).
- July 28 Entire PDSC meeting devoted to creating the RFP
- · August 19 Commission Meeting Staff provided an update on development of the RFP
- August 25 Entire PDSC meeting devoted to creating the RFP
- September PDSC meeting discussion of RFP
- September 16 RFP was presented to the Commission item was discussed and tabled due to time constraints
- October 21 Airport Commission Meeting Canceled
- November 10 RFP was presented for a second time and was approved by the Commission
- November 15 RFP was published and advertised
- December 9 RFP Closed 3 responses received
- December 17 Evaluation Committee met to discuss proposals
  - Committee decided interviews were necessary to gather more information
  - Scheduling interviews was extremely challenging due to the holidays and limited availability of Committee members
- February 7 First two interviews were conducted

- February 9 Third interview conducted followed by Committee meeting to discuss the proposals and prepare recommendations.
- February 17 Staff Report to Airport Commission