



# NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

## MEETING AGENDA THURSDAY DECEMBER 15, 2022 3:30PM – 5:00PM

### CALL TO ORDER

### ROLL CALL

### PUBLIC COMMENT

### CONSENT AGENDA

1. NOVEMBER 10, 2022, MEETING MINUTES
2. NOVEMBER FINANCIAL STATEMENT (P9)
3. NOVEMBER AIRPORT DIRECTOR'S REPORT (P11)
4. SHORT-TERM GROUND LEASE EXTENSION APPROVAL – GROOME TRANSPORTATION (P22)

### APPROVAL OF CONSENT AGENDA

### AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

### REGULAR AGENDA

5. HANGAR RFP RECOMMENDATION – ACTION ITEM (30 MIN) (P36)
6. REMOTE TOWER PROJECT UPDATE – INFORMATIONAL (30 MIN) (P49)
7. TEMPORARY LAND LEASE AGREEMENT WITH AERO FNL - ACTION ITEM (15 MIN) (P50)
8. DRAFT 2023 MEETING SCHEDULE - ACTION ITEM (5 MIN) (P64)
9. ELECTION OF OFFICERS FOR 2023 - ACTION ITEM (10 MIN) (P66)
10. BUSINESS FROM MEMBERS

### PULLED CONSENT AGENDA ITEMS

### ADJOURN

Meeting Planning Calendar		
January 19 •Strategic Planning Session for 2023 & 2024	February 16 •Strategic Plan Adoption •2023 Airport Events •New Terminal Project 60% Design Completion Update	March 23 •Airport Commission Roles and Responsibilities Training

Next Planning & Development Subcommittee Meeting: December 20 @12:00pm.

Agenda and materials will be made available at [www.flynoco.com/airport-commission/pdsc](http://www.flynoco.com/airport-commission/pdsc).



## November 10, 2022 Meeting Minutes

**Call to Order:** Chair Overcash called the meeting to order at 3:32 p.m.

**Roll Call:** Chair Overcash, Vice-Chair Fleming, Commissioners Adams, Arndt, and Stooksbury were present. Commissioners Burgener and DiMartino were absent

### 3:34 pm Commissioners Burgener and DiMartino arrived

**Public Comments: Adam Woodward**, Experimental Aviation Association: Just taking a current poll of the commission, who is a current pilot with a medical certificate and a bi annual, that they could go fly an aircraft today? **Stooksbury:** Because? You want to go somewhere? **Adam Woodward:** I'm just looking to see what the current experiences with the commission has as far as the operation of the airport today. In the previous statistics we show 370 operations last month, 3.7% of those operations were business. 0% of those operations were commercial. So 96.3% was general aviation. That includes three flight schools and multiple flying clubs. The reason I bring that up is with the tower in the horse trailer, they have limited all operations for touch and goes when the winds come out of the south. 50% of the time the flight schools are not able to do their training activities because the wind is out of the south and they cannot do unimproved pattern work, which is right hand patterns out of the horse trailer. So with that then they all go to Greeley or they change plans, wait for the wind to turn out in the north, which limits the training and the progress of the students out of here. The reason I bring that up is with the CARES Act money that's available. There's a suggestion from the group I represent that potentially we should build a tower out of that. The most recent example for a tower comes out the spaceport. It was \$5.7 million that they built a tower at Front Range Regional Airport. I've got the links to at least two previous reports on that that would set the airport up for future growth where we actually have a real tower. I know the \$5.8 million that was already spent on the remote tower has had a hard red stop from the FAA to prohibit even looking at it going forward, or at least a hard stop for any kind of future development. But if we had a real tower, then potentially some of that money that's left over, if we did do \$5.7 on the tower, maybe it's eight today, we could refurbish the terminal that is unoccupied right now and maybe a parking lot and have some money left over for the GA community that built the airport. But that would set the airport up for a future growth if we ever do get an airline. So we've got the bankrupt airlines or nonexistent airlines that did fly out of NOCO. We had Continental, United, Allegiant, Elite and Avelo. Neither one of those are here today or on our doorstep, apparently, from what I've heard. But if we did have a real tower, then we would be poised for growth in the future and as opposed to the horse trailer. So that's my suggestion, is to take a path looking forward to a tower, refurbishing the old terminal and having some money left over for GA.

### Consent Agenda



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

**Pulled Items** None

**Consent Follow up** None

**Monthly Report  
Follow-up:**

The FAA issued a stop order on the Remote Tower project in October. The FAA was supposed to release the visual requirement update last week, there is no certainty on when the new standards can be expected. Once the requirements are defined then the vendor, Searidge Technologies, can respond. Based on the Airport Commission's request it is hoped that the FAA will provide Searidge a fair and equitable opportunity to respond to these updated requirements. An additional potential delay has been introduced by the FAA with a proposal to change testing sites for all remote towers to their Atlantic City tech center. Sun Valley, Idaho, were pursuing the possibility of becoming one of the remote test sites until recently. The STARS radar system will be installed next week. This system will help provide additional situational awareness once the Remote facility testing resumes and is allowed to be used by the controllers. The vendor is working to determine if the new visibility requirement can be met provided the FAA provides the opportunity to respond. The current challenge between the vendor and the FAA is determining who will pay for this last-minute change order.

Some good news, the Airport received additional federal funding after applying for a grant amendment for the commercial apron project that was completed last year, adding another \$32,000 to the \$2.46 million grant that was already received.

Over 1,200 users require access to the airport, and the TSA regulations require that the Airport update those in the badging system each year. This year, a new step was added, which was to update everyone's identification credentials, since most have expired. This has required a full-time job in the last two months as that process has become much more cumbersome with many touch points.

November 3rd, a week ago, a strategic planning session with Stacie Pierson was completed. This summarized the strategic plan completed two years ago with the PDCS members with identified priorities and projects needed to continue to realize



the vision for the airport, creating a planning schedule that aligns better with our city budget processes. Staff are targeting January to present the finalized strategic plan to the Airport Commission to review for final approval.

Last week the new Level 4 design met 30% design for the terminal planning project. The design is anticipated to reach 60% by January.

Homestead hangars is now Aero FNL with a plan to break ground in a few weeks on the five new buildings, 23 hangar units, 77,000 square feet. That was approved by the airport commission in the cities back in 2019. The pandemic delayed the original developer which has now changed hands and the new owner has been paying back the lease deferrals on a monthly schedule. Two more airport hangars are also nearing completion in that area as well.

Aims Community College Board of Trustees approved a \$6 million grant match for the potential \$24 million ARPA request that was completed yesterday. The Larimer County Border County Commissioners will be discussing their \$1.5 million allotment for this and the terminal project at a future work session.

The month of October was the busiest month on record for the airport. The aircraft control tower recorded 375 takeoffs and landings per day, on average over 11,000 takeoffs and landings during the month of October. This is likely due to the great weather and Centennial Airport's primary runway closure in September and October.

The Airport budget is on the agenda for both City Councils at their November 15 meetings.

**Public Comments:** None

## **Regular Agenda**

### **7. STATE OF COLORADO AERONAUTICS DIVISION UPDATE**

David Ulane, Director of Aeronautics for the State of Colorado, will share an update on the aviation programs and projects that the CDOT Division of Aeronautics supports. The airport is supported directly by the many Aeronautics programs, projects, and initiatives which include:



- Airport Equipment Surplus Program (\$10,000 in 2022)
- Airfield Maintenance & Crack Sealant Program (\$9,000 in 2022)
- Automated Weather Observing System Program
- Aviation Weather Camera Program (\$25,000 in 2022)
- Colorado Remote Tower Project (\$125,000 in 2022)
- Discretionary Aviation Grant Program
- Colorado Aviation Education Grant Program
- Colorado Airport Sustainability Program
- SIB Loan Program
- Internship Program (\$20,000 in 2022)
- USDA Wildlife Hazard Mitigation Program (\$15,000 value in 2022)

**Public Comments:      None**

**Commissioner Arndt moved to reschedule item 8 to the December 15 meeting. The motion, seconded by Vice-Chair Fleming carried with all the Commissioners present voting in favor thereof.**

**9. HANGAR  
REDEVELOPMENT  
RFP UPDATE WITH  
POSSIBLE  
EXECUTIVE SESSION  
CONSISTENT WITH  
C.R.S. Sections 24-6-  
402(4)(e)(I), 4(a),  
and 4(b)**

The Airport/Cities own 58 T-hangar units that are rented out on a month-to-month basis for basic light aircraft storage. In 2021, Fort Collins-Loveland jetCenter (FCLJC) presented an unsolicited proposal to redevelop the area in phases, replacing the T-hangars with larger hangars, in alignment with the Master Plan. Staff followed the typical development process and negotiated lease terms. The Planning & Development Subcommittee (PDSC) recommended approval of the lease. The negotiated lease agreement was presented for Airport Commission consideration. Following significant opposition from tenants of the T-hangars and developers who were unaware of the redevelopment opportunity, the Airport Commission opted to issue a request for proposals (RFP)

The objectives of the RFP were to:

- 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 provide options for tenants who might be displaced by redevelopment as well as others looking to base aircraft at the Airport.



The RFP generated three responses. An evaluation committee consisting of PDSC members reviewed the proposals and conducted interviews with the respondents. The committee presented recommendations to the Airport Commission and was given the following direction:

- Engage in exclusive negotiations with FCLJC for redevelopment of all or a portion of Site A (T-hangars owned by the Airport/Cities).
- Develop and implement an infrastructure plan to create shovel-ready property for new hangar development on Site C (area north of runway 6/24).

For several months, the evaluation committee engaged in lease negotiations with FCLJC regarding the redevelopment of Site A and the development and implementation of a relocation strategy for displaced tenants. During this time, a third-party engineering consultant was hired to conduct a structural evaluation of the T-hangars and found that the buildings “have met or exceeded their service life and are not candidates for retrofit to meet current codes”. Details of the report will be shared in an upcoming Airport Commission meeting. In early November, FCLJC provided a best and final offer. The evaluation committee has reviewed the offer and recommends recessing into executive session to discuss it and provide recommendations.

**Public Comments: James Aden:** Executive session is only considering jetCenter proposal. **Howard Abraham:** Asked if Commission would reconvene after executive session. **Chair:** Clarified that action would only be take in the public portion of the meeting but that there was no foreknowledge of what if what if any action would be taken.

**Vice-Chair Fleming moved to recess the Northern Colorado Regional Airport Commission recess into executive session for the purpose of discussing the negotiations regarding the Hangar Development RFP, pursuant to Section 4(e) of the Northern Colorado Regional Airport Commission Bylaws,**

- To determine a position relative to issues subject to negotiation, to receive reports on negotiation progress and status, to develop negotiation strategy, and to instruct negotiators as authorized by Colorado Revised Statute § 24-6-402 (4)(e)(I) and any applicable provisions of the Loveland and Fort Collins City Charters.
- To receive information or discuss regarding the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, as authorized by CRS § 24-6-402 (4)(a).



- As needed, to discuss matters of attorney-client privilege and to receive legal advice from an attorney representing the City on specific legal questions, as authorized by Colorado Revised Statute § 24-6-402 (4)(b) and any applicable provisions of the Loveland and Fort Collins City Charters.

The motion, seconded by Commissioner Adams carried with all the Commissioners present voting in favor thereof.

Exited Public Session: 4:28 p.m.

Entered Executive Session 4:29 p.m.

Executive Session Meeting adjourned at 5:27 p.m.  
Concluded, Re-entered Public Session, and Adjournment

Respectfully Submitted,

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Vice-Chair, Tom Fleming



**Please Print Your:**

## ORGANIZATION

[illegible]





# 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:** December 15, 2022

**PREPARED BY:** Jason R. Licon, Airport Director

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## **TITLE**

Monthly Financial Statement

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Staff recommends acceptance of the preliminary financial statement as presented

## **BUDGET IMPACT**

Neutral

## **SUMMARY**

Financial highlights for the month include:

- Cares Act Grant
  - Federal grant reimbursements of just under \$1.2 million were received this year from the Cares Act Operations and Maintenance Grant. This grant is eligible for any airport expense up to \$2 million. Funding is earmarked for the terminal project, however, is reflected as a capital contribution income source on the financial statements and part of the net position available for use.
    - Accurate Net Position available for use is \$3,816,612.42 since \$1,198,958.51 is budgeted for the terminal project.
- Fuel Sales
  - Wholesale fuel volumes reported by jetCenter for the month were:
    - Jet-A: 80,003 gal (102,481 Nov 2021)
    - AvGas: 23,994 gal (23,996 Nov 2021)
  - Year to date totals:
    - Jet-A: 982,099 gal (941,652 YTD 2021)
    - AvGas: 223,502 gal (216,232 YTD 2021)
- Finance has added a new line item under Non-Operating Revenues for proceeds from sales of assets. In previous years these revenues were received under Operating Revenues under the Miscellaneous line item.

## **ATTACHMENT**

Preliminary monthly financial statement for November 2022



# NORTHERN COLORADO REGIONAL AIRPORT

## Airport Statement of Revenues and Expenses

From 01/01/2022 to 11/30/2022

**PRELIMINARY**

	Y-T-D 2022 Actual	Y-T-D 2021 Actual	Y-T-D 2022 Budget	2022 Total Budget	% of Total Budget
<b>OPERATING REVENUES</b>					
Hangar Rental	219,138	226,638	206,250	225,000	97%
FBO Rent	86,324	84,865	88,264	96,287	90%
Gas and Oil Commissions	373,488	208,375	165,000	180,000	207%
Aviation Fuel Tax Reimbursement	179,576	116,530	128,326	140,000	128%
Land Lease	490,103	338,895	339,163	370,000	132%
Land Lease PD Training Ctr	285,114	274,652	348,238	379,900	75%
Terminal Lease and Landing Fees	17,754	7,160	13,288	14,500	122%
Parking	-	330	68,750	75,000	0%
Miscellaneous	103,523	33,121	18,788	20,500	505%
<b>TOTAL OPERATING REVENUES</b>	<b>1,755,020</b>	<b>1,290,566</b>	<b>1,376,067</b>	<b>1,501,187</b>	<b>117%</b>
<b>OPERATING EXPENSES</b>					
Personal Services	698,670	606,415	758,384	827,312	84%
Supplies	93,195	58,555	91,674	100,000	93%
Purchased Services	436,459	323,975	625,974	679,869	64%
<b>TOTAL OPERATING EXPENSES</b>	<b>1,228,324</b>	<b>988,945</b>	<b>1,476,032</b>	<b>1,607,181</b>	<b>76%</b>
<b>OPERATING GAIN (LOSS)</b>	<b>526,696</b>	<b>301,621</b>	<b>(99,965)</b>	<b>(105,994)</b>	
<b>NONOPERATING REVENUES (EXPENSES)</b>					
Passenger Facility Charge	-	-	-	-	
Interest Income	22,637	19,915	46,750	51,000	44%
Proceeds from sale of asset	12,150				
Capital Expenditures	(831,319)	(941,544)	(18,910,716)	(20,369,053)	4%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>(796,532)</b>	<b>(921,629)</b>	<b>(18,863,966)</b>	<b>(20,318,053)</b>	
<b>NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	<b>(269,836)</b>	<b>(620,008)</b>	<b>(18,963,931)</b>	<b>(20,424,047)</b>	
Capital Contributions	1,226,160	425,674	15,199,591	16,581,373	7%
<b>CHANGE IN NET POSITION</b>	<b>956,324</b>	<b>(194,334)</b>	<b>(3,764,340)</b>	<b>(3,842,674)</b>	
NET POSITION, Beginning	19,864,422	16,591,599			
NET POSITION, Ending	20,820,746	16,397,265			
Investment in Capital Assets	15,805,175	13,627,746			
Net Position Available for use	5,015,571	2,769,519			



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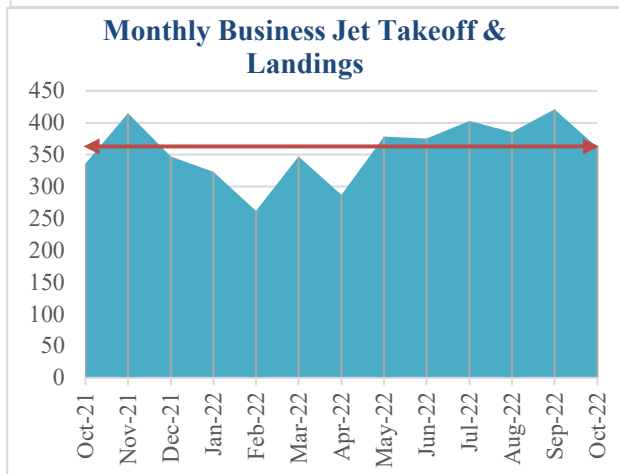
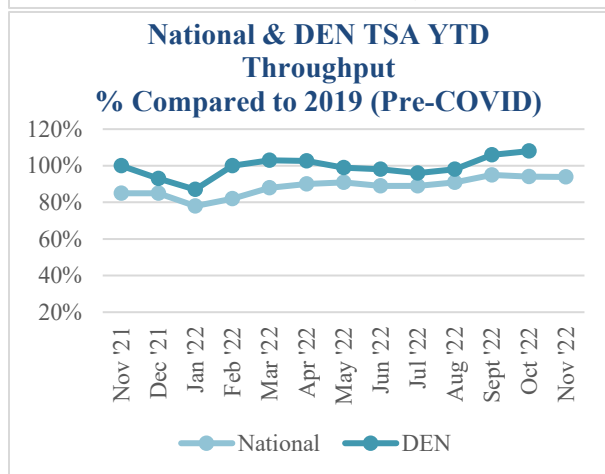
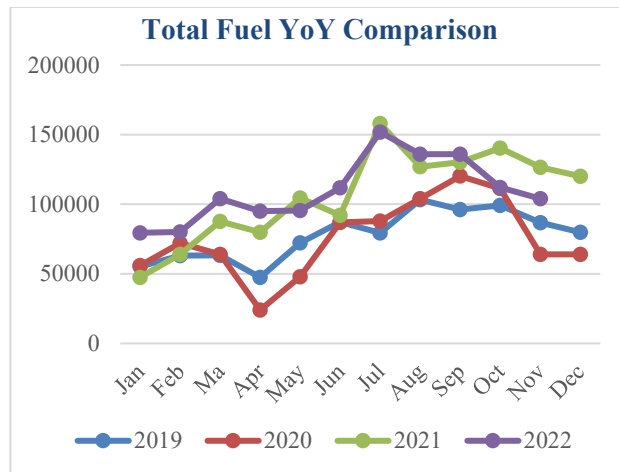
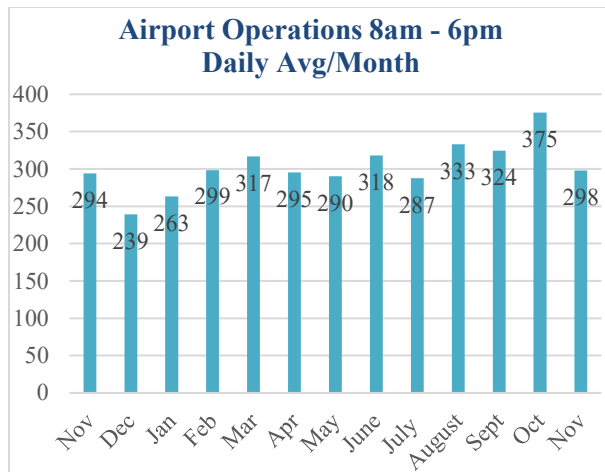
DATE: December 9, 2022  
TO: Northern Colorado Regional Airport Commission  
FROM: Jason R. Licon, Airport Director  
RE: Airport Monthly Report for November

## Report Highlights

- The FAA released information on the updated requirements for the remote tower system on Friday November 25. Searidge Technologies is working with the FAA to review their ability to achieve the new goals. The project remains on an FAA stop order until the FAA and Searidge Technologies come to an agreement.
- The PDSC completed the first stage of development of an updated strategic action plan on November 3<sup>rd</sup>; which will be presented as a draft framework for further refinement by the Airport Commission at the January meeting.
- Approximately 900 airport badges were reissued between September and November in accordance with new TSA policies. The new policies require resubmittal and revalidation of identification and citizenship. Approximately 20% of the badges that were issued were not renewed within the three-month timeframe that expired at the end of November. A considerable amount of staff time is spent ensuring compliance with TSA security regulations and controlling access onto the airport.
- Aims Community College's Board of Trustees on November 9<sup>th</sup> formally voted to provide a letter of support for the Airport's application to future Airport Grants associated with the new airport terminal project. They also formally approved up to \$6 million in grant match funding to be applied toward the anticipated release of state of Colorado ARPA grant funding for workforce development to be applied toward the Technology and Transportation Innovation Hub.

## November Airport Activity Dashboard

- Flight operations averaged 298 per day, and the twelve-month rolling average is 302
- Wholesale fuel ordered by the jetCenter FBO for November was 103,997 gallons, a decrease of 21.6% compared to last year's 126,447 gallons.
- National airline passenger throughput for November remained at 94% (vs. 2019)
- DEN Airport October throughput was at 108% throughput (vs. 2019)
- Business jet activity for October compared to the same month last year increased by 7.4% to 361



### Strategic Plan/ Action Plan Update

The chart below will be updated monthly to provide information on work in progress or accomplished that is associated with each task within the Action Plan.

Objective	Focus	Target	Update
Enhance and Increase Airport Staffing	Organization Excellence	1Q 2023	Further analysis and refinement of the staffing plan discussion has been moved to the April Commission meeting to allow for the update to the strategic plan to guide the staffing needs.
Complete planning and design of new terminal building	Multi-modal transit & terminal	1Q 2023	The terminal design amendment contract was approved in October and the project has restarted and in November reached the 30% schematic design level with a goal to be at the 60% level by the first week in January. Once the 60% level is reached it will put the project back on track to the progress left off back in September.

			The redesign currently includes a phased 19,400 Square foot facility that is being designed with expandability for future demand.
Complete planning relevant to the hangar proposal submitted by Jet Center, which led to the ongoing request for proposals (RFP)	Capital Projects	12/15/22	A recommendation will be presented to the Airport Commission at the December Meeting.
Enhance political support for the remote tower project	Multi-modal transit & terminal	ongoing	The FAA has released official guidance to Searidge Technologies on November 25. See the November Remote Tower report for more information.
Develop local support for an education and training center/facility focused on Innovation, Technology, and Aviation	Private & Public Economic Development	7/21/22	The new Aims AMT facility obtained formal action for 25% grant match of up to \$6M from the Aims CC Board. The team is awaiting pending grant opportunities through the State which will be released in early December for ARPA related projects.
Enhance commercial air service	Multi-modal transit & terminal	ongoing	Staff continues to market the Airport to potential air carriers.
Establish the airport as a true Multi-modal transportation hub, including exploration of Union Pacific Railroad opportunities	Multi-modal transit & terminal	2022	The Landline company has significantly expanded service options from 4 to 9 daily round trips to DEN beginning December 15, in advance of the holiday travel season.
Complete the 2022 scheduled capital improvement projects	Capital Projects	1Q 2023	Work on the updated terminal building design reached the 30% level on October 28. The design work is on track for completion by the 2Q of 2023, where the start of negotiations with the contractor will begin to create a guaranteed maximum price.
Develop sub-area land plans and procedures for on-airport development	Private & Public Economic Development	2023	This item is a lower priority item and is on hold to determine resources for this and other identified projects within the Strategic Plan.

### **Remote Tower Project**

The FAA issued a stop work order on October 7 due to operational requirements not being met by the vendor at the phase 1 testing. This action is being questioned by the vendor due to the requirements changing during the past year, where a different set of requirements were drafted that conflict with the original FAA provided requirements given to Searidge Technologies prior to installation of their system at the Airport in 2019.

The FAA released the recently updated information pertaining to the Operational Visual Requirements (OVR) for remote towers to Searidge Technologies on November 25, much later than the November 4 date provided in the FAA's Stop Work Order. This document contains updated requirements that all Remote Towers will have to adhere to and follow to become certified. Since the Airport Commission meeting in November, the document was changed from the previously shared draft, however, it remains significantly different than the requirements the FAA provided to Searidge Technologies prior to their construction of the remote tower facility.

The FAA has given Searidge a short time to respond to the newly updated OVR which is a deadline of December 2. While the specifications do differ from the original version given to the vendor to base construction on, the FAA has not increased visual acuity requirements significantly since doing so would require them to reassess the system at Leesburg which they have already granted an OVD (Operational Viability Decision). The project manager, Bill Payne, believes the vendor should be able to meet the new visual requirements with minor camera adjustment to the focal length.

### **Bipartisan Infrastructure Law – Airport Terminals Program**

The allocations set through the Bipartisan Infrastructure Law (BIL) or Infrastructure and Jobs Act (IIJA) for airports includes \$15 billion provided to airports over a five-year period, and in addition includes a specific discretionary \$5 billion resource dedicated to airport terminals. Within the recently released 2023-2024 FAA National Plan of Integrated Airport Systems the classification for FNL was changed from a Regional to a National general aviation airport. This classification is driven by the amount of activity for schedule air service.

Federal BIL funding includes allocations based on formulary provisions associated with the classification of general aviation airports, which is a first for federal funding allocations, the change has triggered an increase in federal funding amounts provided to FNL for 2023. The difference between regional and national funding allocations is \$549,000, from \$295,000 to \$844,000.

### **Terminal Design Update**

The updated terminal design will be reaching the completion level of 60% in early January, a point that was reached with the original design in September. The fast-tracked redesign is working to achieve the goal of maximizing facility size and expandability for the future. At the 60% level, the design will be provided to the Airport Commission for review, and additionally a cost estimate exercise will be conducted with predesign contractor Hensel Phelps, and independent third-party consultant RLB to determine if the project is still trending with the



budget. Updated high resolution renderings have been created with the 30% schematic design documents, and can be seen below:



### **Landline/United Service Increase**

The Landline-United partnership announced a significant increase in the frequency of daily roundtrips offered between FNL and DEN. The schedule will be expanded from four (4) times daily to nine (9) times daily. This service level increase will provide their customers with access to all the United Airlines travel banks departing from DEN, and drastically reduce wait times

creating a more convenient service. Landline shares that their ridership is expected to increase significantly with this change and will be offering two versions of their service, the standard United Airlines service and a Landline option allowing customers using other airlines to ride. The new frequency could support up to 600 people daily in each direction, which is much higher than the 285 passengers supported by the airport on average each day when Allegiant Airlines was operating at its peak just over ten years ago.

### **AeroFNL Hangars**

The restart of this large hangar construction project has required significant coordination from staff to ensure the group could remain on track with their timelines. This has included outreach to impacted tenants and coordination on a construction plan, which then initiated required planning for security compliance, utility relocations, and construction staging. The focus on this project from staff has been high. At the request of AeroFNL, a temporary construction area is being presented for approval at the December Airport Commission meeting.

### **Attachment**

1. WEPA Remote Tower Project Report for November



November 30, 2022

From: William E. Payne, P.E.  
To: Colorado Division of Aeronautics

### Section A – Remote Air Traffic Control Contract Progress Report #17

Re: Period: November 1 through November 30, 2022

Colorado Remote Tower Project Activity Status			
Activity	Status/Start Date (Projected)	Finish Date (Projected)	Remarks
<b>Remote Tower Implementation</b>			
STARS Operational at FNL	11/25/2022	12/15/2022	Local Adaption and Mapping Required
<b>Remote Tower System</b>			
System Upgrade - Tech Refresh	In-Progress	TBD	Ongoing
<b>Remote Tower Testing</b>			
Phase 1 - Passive Testing	3/21/2022	4/29/2022	Complete
Safety Risk Manage Panel (cancelled)	-	7/18/2022	Cancelled
Memo to Vendor Listing System Deficiencies	-	7/18/2022	Complete
Vendor Proposed Changes	-	8/24/2022	Complete
FAA Stop Work Order	10/7/2022	11/11/2022	Awaiting Searidge Response
OVR Ver 2.0	11/4/2022	11/25/2022	OVR Ver 2.0 Delivered to Vendor - 11/25/22
Vendor Response to OVR Ver 2.0	12/2/2022	TBD	Awaiting Vendor Response
Implementation of System Changes	TBD	TBD	Vendor
Phase 1B - Passive Re-testing	TBD	TBD	
Safety Risk Manage Panel	TBD	TBD	FAA Forecast Schedule 1 week duration
Safety Risk Management Document Signed	TBD	TBD	FAA Forecast Schedule 6 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	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	
Safety Risk Management Document Signed	TBD	TBD	
Certification/Commissioning	TBD	TBD	
Note: All dates reflect latest FAA proposed schedule and are subject to change based on FAA SME's ability to travel to FNL			

## **Remote Tower Project Narrative:**

The long awaited Operational Visual Requirements (OVR) Version 2.0 has been approved by Air Traffic (AJT) and the National Air Traffic Controllers Association (NATCA.) OVR Version 2.0 sets forth 89 enumerated visual requirements that must be met before a remote tower can be certified and granted an Operational Viability Decision (OVD). The OVD, which is approved by AJT, permits the remote tower to provide airport traffic control services without a mobile airport traffic control tower (ATCT) operating as the safety mitigator.

The system must meet the requirements contained in the FAA Draft Remote Tower Advisory Circular (AC) which describes the FAA Standards, System Design Approval (SDA) and Commissioning processes for Non-Federal Remote Tower systems to provide Class D airport traffic services in the National Airspace System (NAS).

For the remote tower to be fully certified to provide Class D airport traffic services the system must obtain SDA from FAA Technical Operations (TechOps) (AJW).

The OVR has been delivered to Searidge and the NextGen Team. Searidge has been given a week to digest the OVR and respond to NextGen as to how they will meet these requirements. This is a critical juncture, as how Searidge responds will determine the path forward for the Colorado Remote Tower Program.

Broadly speaking OVR Version 2.0 has been updated to:

1. Require that an aircraft must be detected 3 nm from the central camera array, which provides a fixed 360° view of the airport surface and local airspace 50% of the time. OVR Version 1.0 required detection of an aircraft 3 nm from the end of the runway with no probable detection stated.
2. Recognize a distributed camera mast configuration to account for runway lengths and their ability to augment the controllers' view of the primary display.
3. Define the terms Primary, Secondary and Tertiary displays.

It should be noted that the visual acuity requirements of OVR 2.0 are not more stringent than Version 1. This is primarily due to the fact that the remote tower system at the Leesburg Executive Airport (JYO) has been given an OVD and any increase in visual acuity requirement would result in reevaluation of that system.

Searidge should be able to meet or exceed the visual acuity requirements in OVR 2.0 by making some minor adjustment to the video cameras--in particular by increasing the camera focal length, as an example.

Assuming Searidge elects to move forward to modify the system to meet the OVR 2.0 visual acuity requirements, the next big hurdle will be System Design Approval (SDA). Obtaining SDA will require Searidge to produce the documentation describing how the system was designed and developed and demonstrating the robustness of the software and ancillary components. Searidge will also be required to meet the basic software integrity assurance level requirements contained in RTCA DO 278 (Levels AL1 – AL6). As remote tower systems are Non-Federal, it is expected that they will be required to

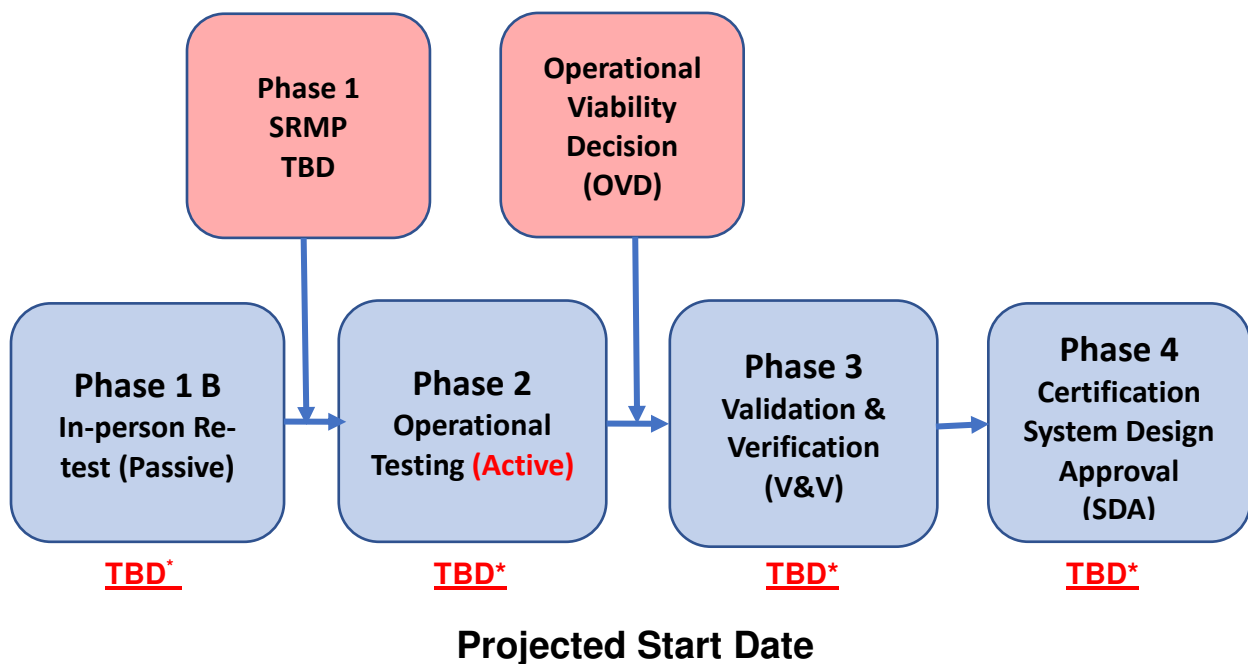
meet the same standards as other Non-Federal systems employed in the NAS today. They will be required to provide the training documents not just for the controllers but also for system maintenance and technical refreshes. Searidge has already provided the Intake Document to AJW, the first step in the SDA process.

Providing the documentation in an acceptable form to TechOps will be a challenge for Searidge, as they have never certified a system in the NAS previously. The FAA has given Searidge 6 months from the date they received OVR 2.0 to provide the necessary documentation.

Searidge should immediately begin the necessary modifications to the camera and display system to meet the new requirements. It is not overly optimistic to expect the changes to be implemented before the end of the year. As soon as the modifications are complete, the FAA will verify that the system meets OVR 2.0. Given the holidays ahead, I would not expect the FAA to be in a position to verify the system upgrade until the first or second week of January 2023, after which they should schedule Phase 1B testing.

The STARS installation is complete, and the system is operational. The only thing remaining before controller training can begin is local adaptation and mapping. This will be done by Denver Tracon (DO1) personnel.

### Proposed Remote Tower Testing Phases:



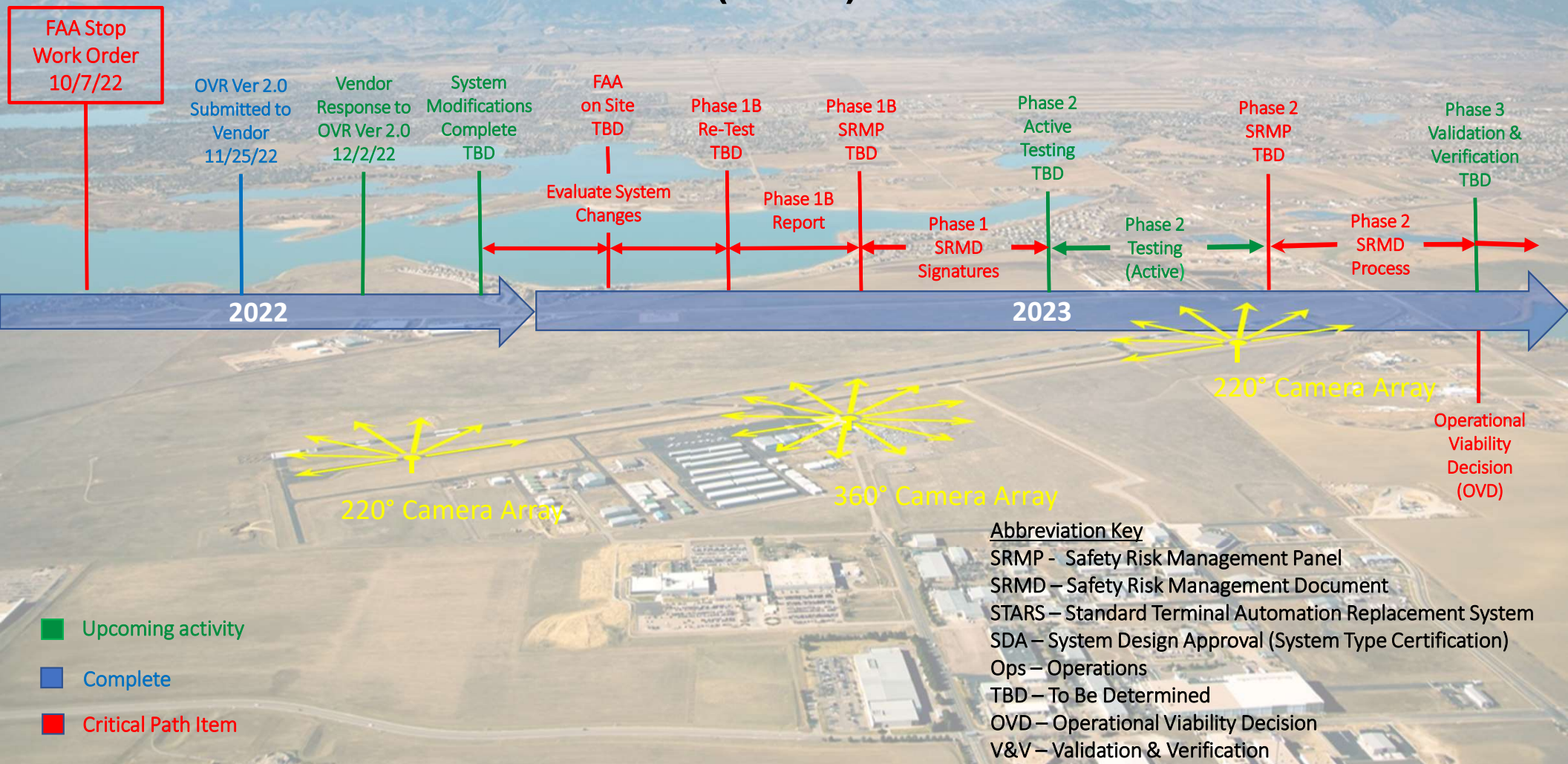
\*Dependent on local resources' ability to travel to FNL and COVID status

**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.



# Colorado Remote Tower Timeline (Draft)





# 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:** December 15, 2022

**PREPARED BY:** Aaron Ehle, Planning & Development Specialist

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## **TITLE**

Groome Transportation Short-Term Lease Extension

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Make a motion to approve the short-term lease extension

## **BUDGET IMPACT**

Positive. A CPI adjustment will be applied to the rent rate in May.

## **SUMMARY**

This is an administrative item. On December 20, 2021, the Airport Commission approved a short-term ground lease for Groome Transportation, which utilizes the parking lot east of the main terminal parking lot for their shuttle service to Denver International Airport. The initial 1-year term of the agreement is expiring, and Groome Transportation is requesting the execution of the 1-year extension specified in the agreement. Staff have reviewed the request and found the account to be in good standing.

### **Location**



## **ATTACHMENT**

Groome Transportation Short-term Ground Lease Agreement

**GROOME TRANSPORTATION  
VEHICLE PARKING AREA  
SHORT TERM GROUND LEASE AGREEMENT**  
Non-Aeronautical

THIS SHORT-TERM GROUND LEASE AGREEMENT (the "Agreement"), is made and entered into this 20th day of December, 2021, by and between THE CITIES OF FORT COLLINS AND LOVELAND, COLORADO, Municipal Corporations, (collectively, the "Cities") and GROOME TRANSPORTATION (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 conducting its commercial transportation services business, consisting of commercial bus and van services in and around Northern Colorado, including regular scheduled service to Denver International Airport and other Colorado and Southern Wyoming destinations, corporate office operations, customer service, ticket sales, and bus and van boarding, departure and arrival, and customer parking ("Groome Transportation Business"); and

WHEREAS, the Cities believe that the lease of a portion of the Cities' property to Lessee for operation of its Groome Transportation Business on the terms and conditions set forth in this Agreement will be consistent with and will not adversely affect 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. Leased Premises. 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 the Groome Transportation Parking area ("Parking Area") containing approximately 72,823 square feet of the Cities' real property as described on the attached **Exhibit "A"** (the "Premises"), subject to the terms and conditions set forth below:

- A. Lessee and Lessee's employees, agents, customers and invitees shall be entitled to use the Parking Area containing approximately 72,823 square feet.
- B. The Parking Area is depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference. Lessee shall have the right of ingress and egress between the Premises and the entrance(s) to the Airport by means of connecting paved roads. Such rights of ingress, egress and use shall be in common with others having rights of use and passage thereon.

2. As Is Condition of Premises. 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 \$0.60 per square foot for the 72,823 square feet of the Premises, for a total of \$43,693.80 per year, subject to adjustment as set forth herein. All rent during the term shall be paid monthly, in advance, in the amount of \$3,641.15 per month. Billing or acceptance by the Cities of any rent shall not imply a definite term or otherwise restrict either party from terminating this Agreement as provided herein. Payment of rent specified herein is subject to a late payment charge of one and one-half percent (1.5%) per month (18% per annum), on any balance past due over thirty (30) days.

Commencing on May 1<sup>st</sup> next occurring after the date of this Agreement, and on May 1<sup>st</sup> in each year thereafter during the remainder of the term, the annual rent shall be adjusted by multiplying the annual rent 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 the month 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 calendar year in which this Agreement is executed shall be prorated. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, 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. 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. Term. This Agreement shall be for a term of one (1) year commencing on January 1, 2022 ("Effective Date") and ending on December 31, 2022. This Agreement may be renewed for one (1) additional one (1) year term(s) by mutual written agreement of the parties. However, either party may terminate the lease up giving the other party no less than ninety (90) days prior written notice. 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 (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, 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 Cities' statement.

5. Covenants. 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 Parking Area and Premises as set forth in this Agreement for the sole and exclusive purpose of operation of Lessee's Groome Transportation Business, including departure, arrival, and parking of Lessee's commercial transportation vehicles used in and parking by employees and customers of Lessee's Groome Transportation Business and for no other purposes.
- B. Groome Transportation shall issue parking tags or permits ("Parking Permits") in a form reasonably acceptable to the Cities indicating a vehicle utilizing the Parking Area is an employee, customer, or business invitee of Lessee, which Parking Permits shall be displayed on the front dash of each such vehicle. Parking Permits shall be stamped with an expiration date which shall not exceed 14 days from the date of issuance. The Cities reserve the right to enforce parking violations, which may include monetary fines and/or towing of vehicles that remain in the Parking Area past the expiration date of the Parking Permit. Lessee shall not issue more than two hundred seventy-three (273) Parking Permits at any time.
- C. No major repairs, maintenance or alterations of commercial transportation vehicles will be allowed on the Premises. Disabled or non-operational commercial transportation vehicles will not be stored on the Premises. Disabled, broken and non-operational vehicles shall be removed from the Premises immediately. Items not actively used in conducting bus shuttle services shall not be stored on the Premises including non-commercial transportation service material or equipment of any type, property of any type not owned by Lessee such as boats and recreational vehicles, Any chemicals or fuels, office equipment other than that reasonably required to operate the Groome Transportation Business, batteries, paints, propane tanks, fuel storage tanks, trash containers and dumpsters, accumulation of trash or junk parts and equipment, property of any type not owned by Lessee, and any other item that the Lessor may find objectionable which shall be removed within 24 hours from written notification from Cities. If, in the opinion of the Cities, the use of the Premises creates a nuisance or eye-sore for the neighbors and general public, then Lessee will install screening material, at its sole expense, deemed adequate by the Cities to reasonably correct the problem.
- D. Lessee shall not accept or allow to be placed on the Premises any materials or substances or items other than those 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.
- E. 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 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.

- F. 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.
- G. 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.
- H. Lessee shall not sublease, rent or otherwise make available the Premises to third parties for possession, occupation or use.

7. Repairs, Maintenance, and Conduct.

- A. The Lessee, during the term of this Agreement, shall keep and maintain the Premises, including without limitation, the grounds, fencing, and 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 may improve access into the property if it so desires with prior written approval from the Cities 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 Federal Air Regulation Part 77, nor store any gasoline or diesel fuels on the Premises.

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 to the Premises, including electric, telephone, internet and other service which shall be contracted for by Lessee. Lessee shall also be responsible for the maintenance and repair of all utility services lines placed on the Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers 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.

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 and loss payees for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insureds or the insurance 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's Insurance 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. Destruction of Premises. 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. 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. Encumbrances. 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, including but not limited to the Federal Aviation Administration Regulations and the Airport Security Plan, 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. Environmental Concerns. 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. Default by the Cities. 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 have meanwhile cured such default. 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 as may 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 claims for 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 180 days of original default, 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. 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 and Permitted Improvements prior to such termination. Lessee shall remove all personal property or improvements not owned or placed on the Premises by the Cities (regardless of their owner or source), including, without limitation, the Permitted Improvements and 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 deemed guilty of an unlawful detainer of the Premises under the law and subject to eviction and removal.

16. Cities' Right to Enter the Premises. The Cities, or their agents shall at all reasonable times, be permitted to enter upon the Premises for the purpose of inspecting the Premises.

17. Assignment or Subleasing. 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 without prior written permission from the Airport Manager.

18. Holding Over. 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 claims made by a succeeding Lessee with regard to any succeeding occupancy caused by such holdover period.

19. Notices. 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:

LESSEE:	Groome Transportation Attn: Legal Department 2289 Dabney Rd Richmond, VA 23230 Email: jbristow@groometrans.com
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CITIES: Northern Colorado Regional Airport Commission  
Attn: Airport Manager  
4900 Earhart Drive  
Loveland, CO 80538  
Facsimile: (970) 962-2855  
Email: airport@cityofloveland.org

With a copy to:

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

20. Attorneys' Fees. 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.

21. 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. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- I. 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.
- J. 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.

22. Special Conditions. The Lessee's customers may utilize the Airport's terminal restroom facilities during terminal business hours between 6AM and 10PM.

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

NORTHERN COLORADO REGIONAL AIRPORT COMMISSION ON  
BEHALF OF THE CITIES OF FORT COLLINS AND LOVELAND

**LESSOR:**

  
\_\_\_\_\_  
Jason Licon, Airport Manager  
for the Northern Colorado Regional Airport Commission


1/28/22

Date

**ATTEST:**

  
\_\_\_\_\_  
Secretary

*APPROVED AS TO FORM:*

*Senior*   
\_\_\_\_\_  
Assistant City Attorney, City of Loveland,  
for the Northern Colorado Regional Airport Commission

GROOME TRANSPORTATION

**LESSEE:**

  
\_\_\_\_\_  
Brad M. Hungate, Chief Operating Officer

12/20/21  
Date

Form approved (9-19-16) by FC and LV  
Revised 2/3/17



# Exhibit A



• Light

72,823 square feet

• Light

Passenger Shelter

Terminal  
Parking

Earhart Rd

0 25 50 100 Feet





# 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:** December 15, 2022

**PREPARED BY:** Aaron Ehle, Airport Planning & Development Specialist

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## **TITLE**

Hangar RFP Recommendation

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Make a motion to close the Hangar Redevelopment RFP without award. Direct staff and the Planning & Development Subcommittee (PDSC) to develop plans for the existing T-hangars and the construction of new general aviation hangars.

## **BUDGET IMPACT**

Neutral

## **SUMMARY**

The Cities own four structures containing 58 small hangar units that were constructed between 1965 and 1977 and are rented to aircraft owners on a month-to-month basis for the storage of small aircraft. The buildings are in poor condition due to age and construction quality and have been identified in the Airport's Master Plan for future redevelopment. In 2021, Fort Collins-Loveland jetCenter (FCLJC) presented a proposal to redevelop the area in phases, replacing the T-hangars with facilities that were able to best utilize the adjacent infrastructure that did not exist when the buildings were originally constructed. Since this proposal was in line with Airport policies and plans, staff followed the standard development process and negotiated lease terms with FCLJC. The proposed lease agreement was presented for Airport Commission consideration and following opposition from occupants of the Cities' hangars and a developer who was unaware of the redevelopment opportunity, the Airport Commission opted to issue a request for proposals (RFP). The Commission additionally convened an Evaluation Committee comprised of staff representatives from the Cities and Airport Commission Planning and Development Subcommittee (PDSC).

The objectives of the RFP were to:

- Allow for any interested party to submit a proposal for the redevelopment area.
- Replace the aging Airport-owned T-hangars with new facilities in alignment with the City Councils' adopted Airport Master Plan.
- Support the construction and operation of new hangars to provide options for tenants who might be displaced by redevelopment.

The RFP generated three responses which were evaluated and presented to the Airport Commission, who then directed staff to engage in exclusive negotiations with FCLJC, and as part of the negotiations, develop and implement a relocation strategy T-hangar tenants who would be displaced.

For several months, the Evaluation Committee engaged in lease negotiations with FCLJC regarding the redevelopment along with a relocation strategy for displaced tenants. The committee discussed the negotiations with the Commission in executive session on November 10, 2022.

Based on the information gained during this process, the Evaluation Committee recommends that the Airport Commission take the following action:

- Close the RFP without award. A future RFP for redevelopment of “Site A” can be issued when appropriate.
- Provide direction to staff and the PDSC to develop a plan for the existing T-hangars.
- Reaffirm direction to staff and the PDSC to continue the development of a plan for a new general aviation hangar development site located on the NE airport area.
- Provide direction to staff to execute a communications plan to keep stakeholders informed and engaged.

## **ATTACHMENT**

Hangar RFP Presentation



# NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

Regularly Scheduled Meeting

December 15, 2022



# Hangar RFP Recommendation

Northern Colorado Regional Airport Commission

December 15, 2022

- **2021**

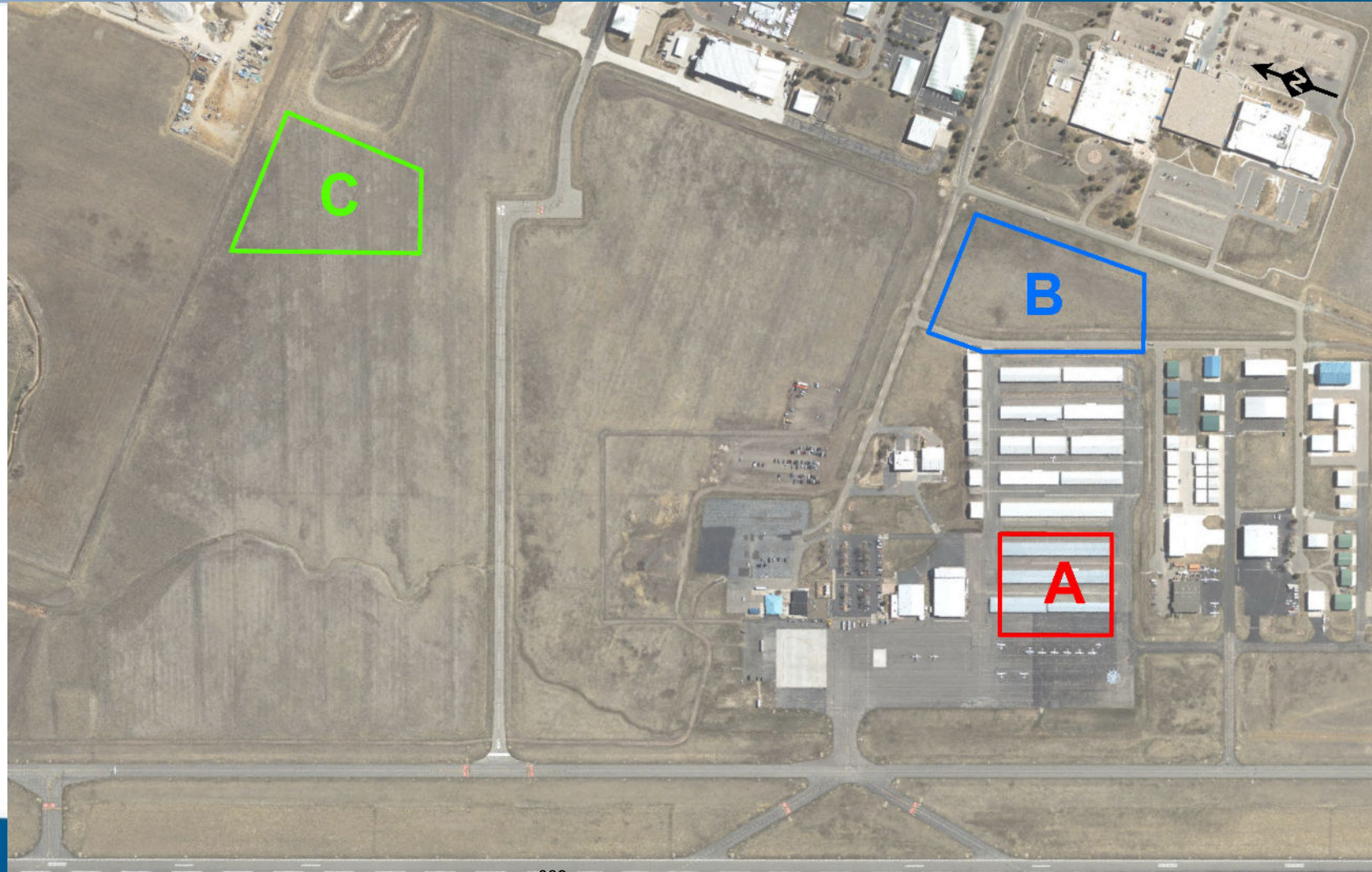
- Unsolicited Proposal from Fort Collins-Loveland jetCenter (FCLJC) for phased redevelopment of the Airport-owned T-hangars
  - Staff followed normal development process and negotiated lease terms
  - Significant opposition from stakeholders
- RFP was issued
  - Allow for any interested party to submit a proposal for the redevelopment area
  - Replace the aging Airport-owned T-hangars with new facilities in alignment with the City Councils' adopted Airport Master Plan.
  - Support the construction and operation of new hangars to provide options for tenants who might be displaced by redevelopment.



# Background

NORTHERN COLORADO  
REGIONAL AIRPORT

## RFP Sites



- **2022**

- Commission direction to engage in exclusive negotiations with FCLJC for redevelopment of Site A
- Commission direction to develop and implement an infrastructure plan to create shovel-ready property for new hangar development on Site C.
  - Site C was chosen over Site B because:
    - Lindbergh Dr and Earhart Rd transportation corridor concerns
    - Highest and best use opinions for Site B
    - Larger site, with room for future expansion



# Site A

- Negotiations with FCLJC have ended without agreement.
- T-Hangars are in poor condition. Master Plan identifies redevelopment of this area. **We need a plan.**





# Site C



- Greenfield site where new hangars can be built to offset the loss of T-hangars
- Staff & PDSC have started work on an infrastructure plan

# Recommendations

- Close the RFP without award. A future RFP for redevelopment of “Site A” can be issued when appropriate
- Provide direction to staff and the PDSC to develop a plan for the existing T-hangars.
- Reaffirm direction to staff and the PDSC to continue the development of a plan for a new general aviation hangar development site located on the NE Airport area (Site C).
- Provide direction to staff to execute a communications plan to keep stakeholders informed and engaged.



# 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:** December 15, 2022

**PREPARED BY:** Jason Licon, Airport Director

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## **TITLE**

Remote Tower Project Update

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Informational Item

## **BUDGET IMPACT**

Neutral

## **SUMMARY**

This is an informational item. The Remote Tower Project is a proof-of-concept developmental program supported by the Federal Aviation Administration (FAA) and Colorado Department of Transportation. The project's goal is to create a technologically advanced air traffic control tower solution for airports to be certified by the FAA. This project is currently one of two active airports testing this concept in the United States.

This item will provide an update on progress being made on the project. State of Colorado's Remote Tower Project Manager Bill Payne will be in attendance to share the status of the project and next steps.

## **ATTACHMENT**

None



# NORTHERN COLORADO REGIONAL AIRPORT

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(970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER:** 7

**MEETING DATE:** December 15, 2022

**PREPARED BY:** Aaron Ehle – Airport Planning & Development Specialist

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## **TITLE**

Temporary Land Lease Agreement with AeroFNL

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Make a motion to approve the short-term lease agreement as presented

## **BUDGET IMPACT**

Positive. The lease will generate \$4,356 per month in rent revenue.

## **SUMMARY**

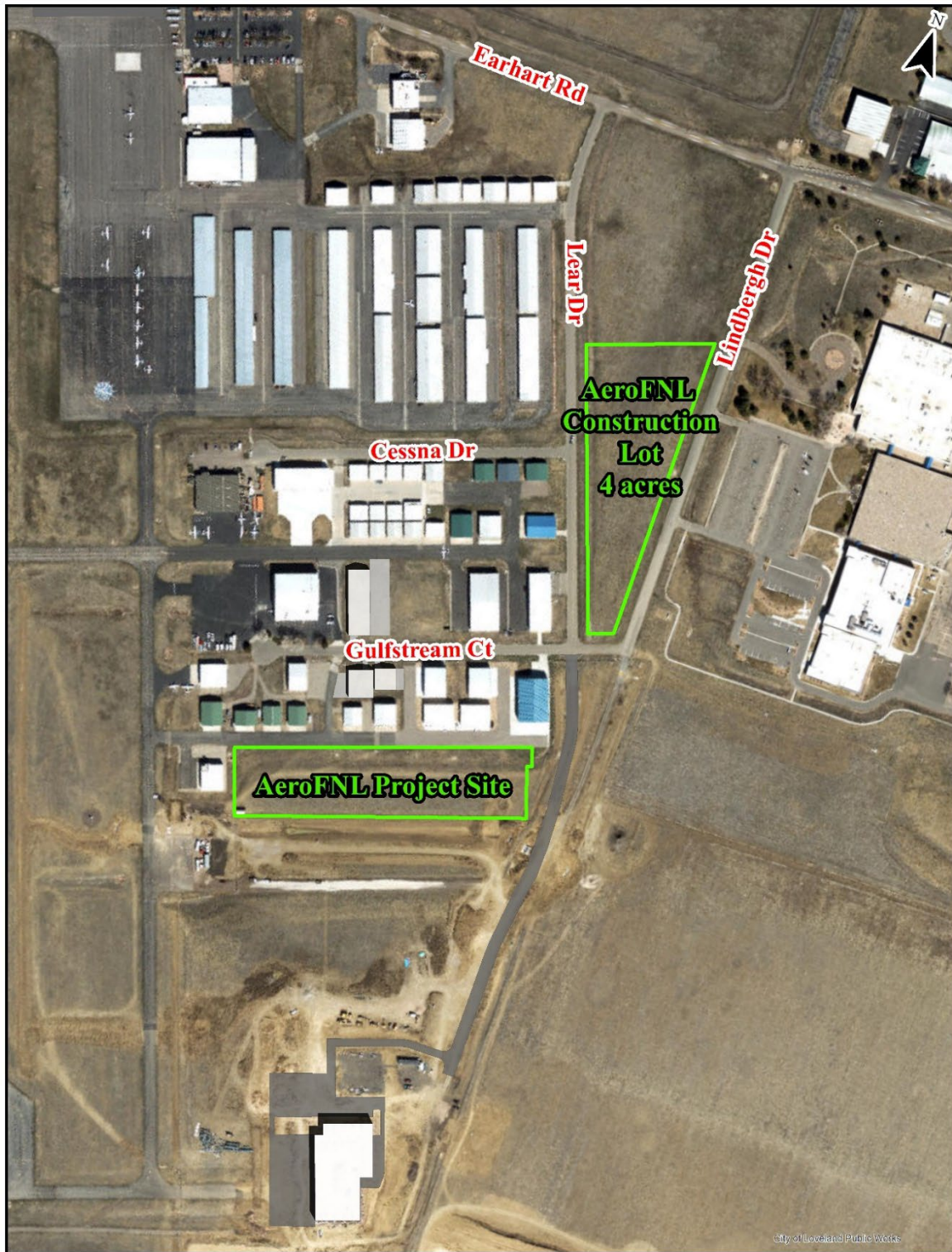
AeroFNL is approaching the start of construction of five new hangar buildings on the south side of Stearman Taxilane. The 23 general aviation hangar units will add approximately 77,000 square feet of aircraft storage capacity to the Airport. Due to the confined nature of the project site, additional land is needed for the storage and staging of construction materials and equipment. AeroFNL is requesting a temporary lease of four acres of Airport property for this purpose. Airport staff has identified a suitable site between Lear Drive and Lindbergh Drive and is proposing a rent rate of 2.5¢ per square foot monthly, which is the published rent rate for unimproved land. Construction according to AeroFNL is anticipated to last 12-16 months.

### Key terms:

- Lot size – 4 acres
- Rent – 2.5¢ per square foot monthly = \$1,089 per acre monthly
- The defined area can be rented for up to 20 months. The actual duration of the rental is expected to be less than that.
- Screening will be required in high-visibility areas
- AeroFNL will be required to keep the road between the construction lot and project site clean. Mud tracked on the road will be required to be cleaned up expeditiously.
- The lot will be restored to its original condition at the end of the lease.



## Location



### ATTACHMENT

#### Short-Term Ground Lease Agreement – AeroFNL

**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 IC Loveland Investors, LLC (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 use to support an aeronautical use for the laydown, storage, and staging of construction-related equipment, supplies, materials, vehicles, trailers, poles, wires, cable, fences, gates, landscaping and other equipment and materials related to the construction of hangars on nearby Airport property; 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. Leased Premises. 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 four (4) acres [174,240 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. The Parties agree that over time, Lessee may need reduced space for the Lease, and therefore, the Leased Premises may be reduced in one (1) acre increments and the rental payment reduced proportionately upon verification by the Cities that the portion of the Leased Premises being removed from the Lease has been returned in its original condition to the Cities' satisfaction.

2. As Is Condition of Premises. 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 a monthly rent of \$0.025 per square foot square foot of that portion of the Premises, for a total of \$4,356 per month, 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 by the 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.

4. Term. This Agreement shall be for a term of twenty (20) months commencing on December 16, 2022 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 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 Cities' statement.

5. Covenants. 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 laydown, storage, and staging of construction-related equipment, supplies, materials, vehicles, trailers, poles, wires, cable, fences, gates, landscaping and other equipment and materials. Items or use not allowed on the Premises include: any chemicals or fuels not stored in accordance with applicable law, below-ground fuel storage tanks, accumulation of trash or junk parts not in compliance with the Loveland Municipal Code. 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. The Parties acknowledge that Lessee is using the Leased Premises to support construction on a nearby site. Lessee agrees that it shall maintain any and all roads utilized between the Leased Premises and the nearby site free of mud and debris tracked onto such roads or the Leased Premises as expeditiously as possible.
- 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 in writing 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.

7. Repairs, Maintenance, and Conduct.

- A. The Lessee, during the term of this Agreement, shall keep and maintain the 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 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 below ground on 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 the insurance 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's Insurance 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. Destruction of Premises. 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. Encumbrances. 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. Environmental Concerns. 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. Default by the Cities. 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 have meanwhile 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 as may 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 now or hereafter amended. The parties understand and agree that liability for claims for 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. Surrender of Premises. 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 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 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. Cities' Right to Enter the Premises. 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. Assignment or Subleasing. 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 without prior written permission from the Airport Manager (not to be unreasonably withheld, conditioned or delayed).

19. Holding Over. 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 made by a succeeding Lessee with regard to any succeeding occupancy caused by such holdover period.

20. Notices. 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:

LESSEE:

IC Loveland Investors, LLC  
8082 South Interport Boulevard, Ste 200  
Englewood, CO 80112  
Gary.roffe@cypress16.com

CITIES:

City Manager  
City of Fort Collins  
City Hall West  
300 Laporte Ave.  
Fort Collins, CO 80522

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. Attorneys' Fees. 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. Indemnity: 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 tortious 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. No Waiver. 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. Authority of Commission and Airport Manager. 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. National Emergency. 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 States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as 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.

27. Termination for Convenience. Either party, the Cities or the Lessee, may elect to 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 up the 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 shall remove all personal property or improvements whether or not owned or placed on the Premises by the 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, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Senior Assistant City Attorney

CITY OF LOVELAND, COLORADO  
A municipal corporation,

\_\_\_\_\_  
Stephen C. Adams, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Senior Assistant City Attorney

**LESSEE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**



**Aero FNL Project Site**

**Aero FNL  
Construction  
Lot  
4 acres**





# NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

(970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

**ITEM NUMBER:** 8

**MEETING DATE:** December 15, 2022

**PREPARED BY:** Jason Licon, Airport Director

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## **TITLE**

Draft 2023 Commission Meeting Schedule

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Approve the recommended 2023 Commission Meeting Schedule

## **BUDGET IMPACT**

Neutral

## **SUMMARY**

Staff has coordinated with Airport Commissioners to draft the 2023 meeting schedule for the upcoming year. The attached 2023 proposed schedule considers holidays and the coordination of calendars for City Officials. The proposed meeting schedule format remains like the previous year with monthly meetings on the third Thursday of each month. The month of March is the only meeting time that does follow the convention to accommodate scheduling conflicts. The PDSC meetings would remain on a monthly schedule and special meetings would be called based on a case-by-case basis as high priority approvals and business is needed.

## **ATTACHMENT**

Draft 2023 Monthly Airport Commission Meeting Schedule





## NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538  
(970) 962-2852 • FAX (970) 962-2855 • TDD (970) 962-2620

### Northern Colorado Regional Airport Commission Meeting Schedule for 2023

Meetings are the third Thursday of every month unless highlighted in **red** below:

- January 19<sup>th</sup> - Strategic planning session, may be up to three hours
- February 16<sup>th</sup>
- **March 23<sup>rd</sup> – Normal 3<sup>rd</sup> Thursday March 16, changed typically to one week later for Spring Break; March 23, Airport Director attending a conference**
- April 20<sup>th</sup>
- May 18<sup>th</sup>
- June 15<sup>th</sup>
- July 20<sup>th</sup>
- August 17<sup>th</sup>
- September 21<sup>st</sup>
- October 19<sup>th</sup>
- November 16<sup>th</sup>
- December 21<sup>st</sup>

Meetings are held in the Airport Administrative Offices located at 4900 Earhart Road in Loveland, Colorado. Start time for all meetings will be 3:30 p.m. to 5:00 p.m. Below are meetings and events that are considered when creating the schedule:

- **Area School Districts (PSD/TSD) Spring Break March 13-17, 2023**
- **National League of Cities: Washington, D.C. March 26-28, 2023**
- **CML's 99th Annual Conference: Aurora June 25-28, 2023**



# NORTHERN COLORADO REGIONAL AIRPORT

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**ITEM NUMBER:** 9

**MEETING DATE:** December 15, 2022

**PREPARED BY:** Jason R. Licon, Airport Director

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## **TITLE**

Election of Officers

## **RECOMMENDED AIRPORT COMMISSION ACTION**

Conduct the election of officers to serve during the 2023 calendar year that includes the Chairperson, Vice Chairperson, and appoint the Secretary

## **BUDGET IMPACT**

None

## **SUMMARY**

The Airport Commission's Bylaws in Section 6 state that an election or appointment process be held periodically for the Chair and Vice Chair positions on the Commission. The bylaws also require that the Airport Commission appoint a secretary. This process has been conducted on an annual basis in advance of the new year. The adopted Bylaws of the Airport Commission pertaining to officers and personnel can be seen below:

### ***Section 6. Officers and Personnel.***

*a. Election of Officers. The officers of the Commission shall be a Chairperson and Vice-Chairperson, and such other officers and assistant officers as may be authorized by the Commission from time to time, to perform such duties as may be approved by the Commission. All officers shall be elected by a majority of the Commission Members present and voting. The Chairperson and Vice-Chairperson shall be members of the Commission. The Commission shall appoint a secretary, who need not be a member of the Commission. At the first meeting of the Commission, the Commission Members shall elect a Chairperson and Vice-Chairperson and appoint other officers who shall serve in their elected or appointed capacities, as applicable, for the remainder of the 2015 calendar year and for the full 2016 calendar year. Thereafter, officers shall be elected or appointed, as applicable, annually by the Commission Members at the Commission's last regularly scheduled meeting of each calendar year to serve a one calendar year term. Vacancies may be filled and new officers may be appointed at any meeting of the Commission.*

*b. Chairperson. The Chairperson shall preside at all meetings and, except as otherwise delegated by the Commission, shall execute on behalf of the Commission any legal instruments approved by the Commission except contracts and agreements that may be signed by the Airport Manager as authorized by the Commission. The Chairperson shall execute all ministerial documents on behalf of the Commission. The Chairperson, subject to these Bylaws, shall decide all points of order or procedure unless otherwise directed by a majority of the Commission present. The Commission, by a majority vote of all Commission Members, shall adopt meeting procedures that assure an orderly and focused discussion and facilitate the input of all Commission Members.*

*c. Vice-Chairperson. The Vice-Chairperson shall perform all of the Chairperson's duties in the absence of the Chairperson.*

*d. Additional Duties. The officers of the Commission shall perform such other duties and functions as may be required by the Commission from time to time, by the Bylaws or rules and regulations of Commission, by law, or by special exigencies which shall later be ratified by the Commission.*

**ATTACHMENT**

None