



NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

MEETING AGENDA THURSDAY APRIL 20, 2023 3:30PM – 5:00PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

CONSENT AGENDA

1. MARCH 16, 2023, MEETING MINUTES p. 2
2. MARCH FINANCIAL STATEMENT p. 6
3. MARCH AIRPORT DIRECTOR'S REPORT p. 8
4. LEASE EXTENSION REQUEST – 5255 NORTHROP p. 40
5. AIMS COMMUNITY COLLEGE ACCESS AGREEMENT RENEWAL p. 42

APPROVAL OF CONSENT AGENDA

AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

REGULAR AGENDA

6. T-HANGAR LEASE UPDATE WITH CONSIDERATION OF TENANT LEASE PROPOSAL WITH POSSIBLE EXECUTIVE SESSION CONSISTENT WITH C.R.S. 24-6-402(4)(a), C.R.S. 24-6-402(4)(b), and/or C.R.S. 24-6-402(4)(e)(I) – ACTION ITEM (75 MIN)
p. 83
7. STRATEGIC ACTION PLAN ADOPTION & WORKPLAN – ACTION ITEM (15 MIN)
p. 89
8. BUSINESS FROM MEMBERS

PULLED CONSENT AGENDA ITEMS

ADJOURN

Meeting Planning Calendar

<u>May 18</u>	<u>June 15</u>	<u>July 20</u>
<ul style="list-style-type: none">•Runway Widening Design Project Grant Approvals•Terminal Project Construction Contract•Remote Tower Project Update	<ul style="list-style-type: none">•2022 Financial Audit Presentation•Airport Land Use Plan Study Session	<ul style="list-style-type: none">•Airport Staffing Support Presentation•Airport Commission Roles and Responsibilities Training•Preliminary Budget Presentation

Next Planning & Development Subcommittee Meeting: April 26 @ 3:30pm.

Agenda and materials will be made available at www.flynoco.com/airport-commission/pdsc.



March 16, 2023 Meeting Minutes

Call to Order: Chair Overcash called the meeting to order at 3:30 p.m.

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

3:32 pm Commissioner Burgener arrived

Public Comments: None

Consent Agenda

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

Pulled Items None

Consent Follow up None

Monthly Report Follow-up:

- Airport staff traveled to Washington DC two weeks ago and met with Congressional staff and House Aviation subcommittee staff. This is an important time as legislative priorities are being discussed mainly the FAA Reauthorization Bill. Topics that impact FNL have been shared with officials who will be traveling to DC later this month. Airport staff also discussed the CO Remote Tower project with FAA project team members during these meetings.
- Searidge currently updating the Remote Tower system at FNL to meet increased visibility requirements with FAA due to review the installed improvements during the week of March 27.
- Fort Collins Council passed their contribution towards the Terminal project on the second reading on March 7 keeping the project on track to meet deadlines. The project is currently still within budget with this recent approval and negotiations are underway with the construction provider on guaranteed maximum price, anticipating this to be finalized in the middle of next month, April.
- The Airport's annual audit begins this month.
- Highlighted differences between Leesburg Saab project and FNL project. Leesburg was privately driven and not managed by the FAA and funded by Leesburg Airport. FNL project was fully funded by the state of Colorado and led with full



support by the FAA from the beginning and selected the vendor to create the system at FNL.

Public Comments: None

Regular Agenda

6. T-Hangar Tenant Presentation

At the March 2nd Airport Commission special meeting, the Commission directed staff to begin decommissioning of the 4 hangar buildings owned by the Cities with a deadline of May 10 for A and B hangars and July 10 for C hangars. This motion was amended to include the ability for displaced tenants to bring forward ideas that can be considered by the Airport Commission at their next two meetings (March 16 and April 20). This item will be the opportunity for tenants to provide their ideas or proposals to the Airport Commission and allow for the Commissioners to ask questions. This will be an informational item and no action will be taken.

Public Comments: The following public members provided comments on their unhappiness with the Commission's use of executive sessions as advised by Cities' Legal Departments, and repeated questions from the last several meetings regarding RFP procedural questions, how this situation occurred, and how hangar revenue affects operations and maintenance. Two commenters' names are omitted as they did not state their names for the record: Martin Lind, land lessee tenant; Scott Holst, property manager for Discovery Air; Howard Abraham, Fort-Love Hangars.

MOTION: Commissioner Stooksbury moved to delay the hangar vacancy dates by 30 days, June 10 for A&B hangars and August 10 for C hangars, to allow Airport staff to work with the Cities staff and tenants to conduct a more thorough structural analysis to bring forward for the Commission to review at the April 20 meeting to review in a public session or by use of executive session if necessary. The motion, seconded by Commissioner Arndt carried with all the Commissioners present voting in favor thereof.

7. Future Hangar Development Sites

At the March 2nd special Commission meeting, the Commission directed staff to begin the decommissioning of the Cities' owned T-hangars, accelerating the need for the creation of more available airport land for hangar development.

The area north of runway 6/24 also identified as "Site C" was identified as a focus area for future hangar development and approved for preliminary planning by the Airport Commission on June 16, 2023. This selection was confirmed after evaluating



various sites suitable for the construction of small aircraft storage hangars.

Since this time, Airport Staff have worked to create a general layout of this area in alignment with the Airport Master Plan and created some conceptual budgetary figures for the infrastructure needed to allow this site to become shovel ready for hangar development. It was also included in the adopted Airport Capital Improvement Plan for 2023 & 2024.

The Airport Capital Plan calls for the environmental review to be accomplished in 2023, and the securing of resources to apply toward infrastructure needs in this area.

Additionally, a hangar site has become available due to the lessor vacating their land lease agreement prior to construction. The Site at 5271 Beechcraft St is available again and is suitable for the construction of a 2,500 square foot hangar. This available lot has been inquired about by multiple interested parties, and staff recommends that this lot be made available through a request for proposals (RFP) process. Staff requests that the Airport Commission direct the PDSC to approve the RFP to be drafted and published so that it can be made available to those interested in submitting.

Direction

Staff will create an RFP for the 5271 Beechcraft lot, prioritizing bids from affected hangar tenants. Staff will also begin preliminary infrastructure design and environmental study simultaneously for the area development north of runway 6/24 and also develop a selection criterion to determine selection of proposed developments.

Public Comments: None

Commissioner Stooksbury moved to continue item 8 at the next Commission meeting on April 20. The motion, seconded by Commissioner Burgener carried with all the Commissioners present voting in favor thereof.

Adjournment: Meeting adjourned at 5:23 p.m.

Respectfully Submitted,

Vice-Chair, Tom Fleming

March 16, 2023 REGULAR MEETING SIGN IN SHEET

Please Print Your:

NAME

ORGANIZATION

Jack Marsh	City of Loveland
Tot Ferrer	Coloradoan
Danny McGinn	jetcenter
Mike Ferrer	Aircraft Division / Hangar tenant
Rick Turley	C HANGAR TENANT
Clay Corvine	
Larry Larson	FNLPA
James Aden	C Hangar Tenant - Future Buyer?
Scott Hlat	Discovery Air
Diane Jones	POSC
Dave Henriksen	
Dallas Melhall	Bizwest
Keith Madras	DFPC
Allyn Herrington	DFPC
JASON Smithman	COL
Marty Brophy	FNLPA
Richard Martin	
Chet Wisner	AAT
Bob Massaro	
Lucas Boland	Coloradoan
Ryan Malachuk	City of Fort Collins
HOWARD ABRATHAM	FNL PILOTS ASSOC
Scott Scherling	City of Loveland
Steve McClintock	FNLPA
Stelly Ritzler	Cardinal Flyers-LLC
Walt Doelac	



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: April 20, 2023

PREPARED BY: Jason R. Licon, Airport Director

TITLE

Monthly Financial Statement

RECOMMENDED AIRPORT COMMISSION ACTION

Staff recommend acceptance of the preliminary financial statement as presented.

BUDGET IMPACT

Neutral

SUMMARY

Financial highlights for the month of March include:

- Aviation business lease deferral balance was paid down to \$108,255 for the period April 2020 – March 2023 with two companies in the program. The balances are being paid on a monthly schedule by one company and the other has agreed to pay at the end of the term. Both balances are accruing interest.
- The monthly statement indicates just over \$7 million within the net position available for use. This amount includes \$4 million as approved by the Airport Commission and City Councils to be applied toward the terminal project. Within this amount \$2 million is from the CARES Act operations and maintenance grant, which has been fully drawn down over the past two years and this month was closed, and \$2 million for the local matching contribution.
 - An accurate net position available for use is \$3 million which is planned for future federal funding grant matches, specifically \$1 million for the \$14 million runway widening project in 2025, and the remainder maintaining the operational financial reserve.
- Fuel volumes increased by 3.8% in March as compared to the same month last year.

	Mar '23	Mar '22
Jet-A	▪ 88,031	▪ 88,016
AvGas	▪ 20,009	▪ 16,048

ATTACHMENT

Preliminary monthly financial statement for March



NORTHERN COLORADO REGIONAL AIRPORT

Airport Statement of Revenues and Expenses From 01/01/2023 to 03/31/2023

PRELIMINARY

	Y-T-D 2023 Actual	Y-T-D 2022 Actual	Y-T-D 2023 Budget	2023 Total Budget	% of Total Budget
OPERATING REVENUES					
Hangar Rental	60,108	60,681	63,750	255,000	24%
FBO Rent	23,543	23,543	23,534	94,134	25%
Gas and Oil Commissions	43,851	43,748	47,499	190,000	23%
Aviation Fuel Tax Reimbursement	89,051	67,255	41,625	166,500	53%
Land Lease	152,517	104,263	125,001	500,000	31%
Land Lease PD Training Ctr	103,043	92,139	97,902	391,600	26%
Terminal Lease and Landing Fees	3,724	8,067	3,102	12,400	30%
Parking	0	0	0	0	0%
Miscellaneous	8,533	9,633	36,225	144,900	6%
TOTAL OPERATING REVENUES	484,370	409,329	438,638	1,754,534	28%
OPERATING EXPENSES					
Personal Services	193,146	166,223	272,385	1,089,540	18%
Supplies	25,132	41,285	38,354	124,900	20%
Purchased Services	57,267	69,981	367,089	1,496,860	4%
TOTAL OPERATING EXPENSES	275,545	277,489	677,828	2,711,300	10%
OPERATING GAIN (LOSS)	208,825	131,840	(239,190)	(956,766)	
NONOPERATING REVENUES (EXPENSES)					
Passenger Facility Charge	0	0	0	0	
Interest Income	11,871	6,159	12,750	51,000	23%
Capital Expenditures	(69,418)	(32,049)	(7,722,918)	(30,891,667)	0%
TOTAL NONOPERATING REVENUES (EXPENSES)	(57,547)	(25,890)	(7,710,168)	(30,840,667)	
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	151,279	105,950	(7,949,358)	(31,797,433)	
Capital Contributions	1,102,505	900	7,812,000	31,248,000	4%
CHANGE IN NET POSITION	1,253,784	106,850	(137,358)	(549,433)	
NET POSITION, Beginning	21,237,480	19,864,422			
NET POSITION, Ending	22,491,264	19,971,272			
Investment in Capital Assets	15,440,026	15,805,175			
Net Position Available for use	7,051,238	4,166,096			



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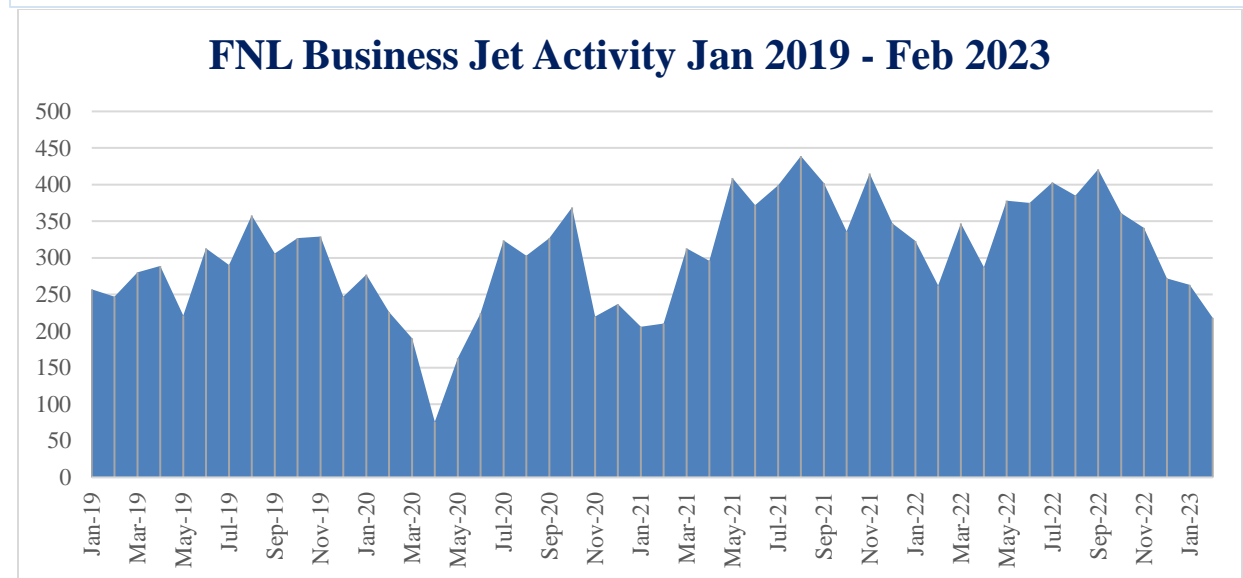
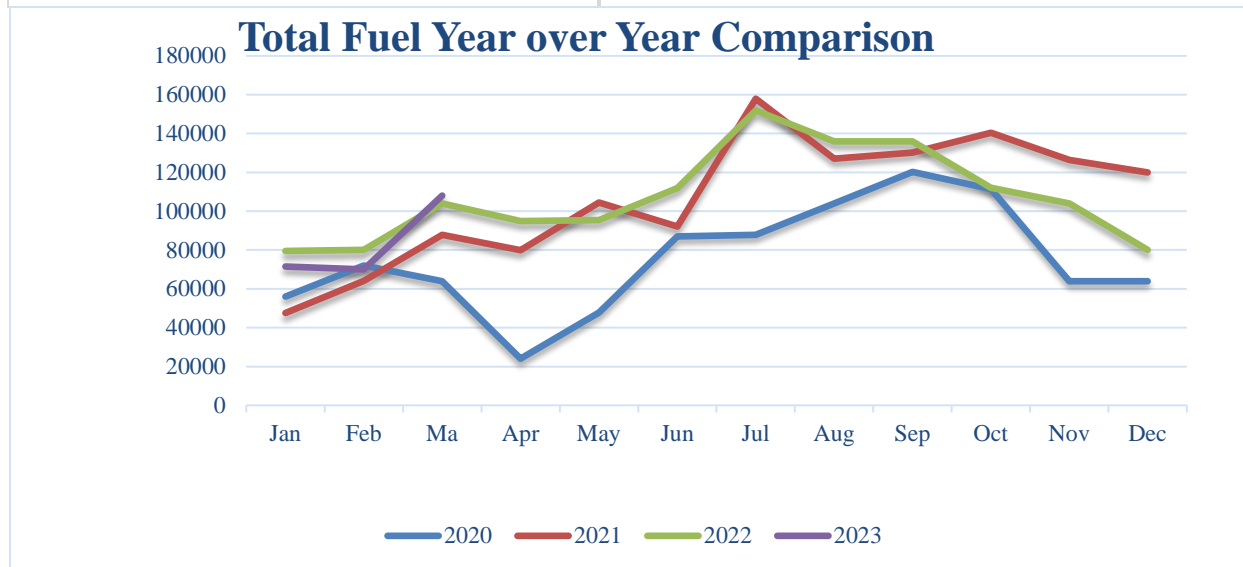
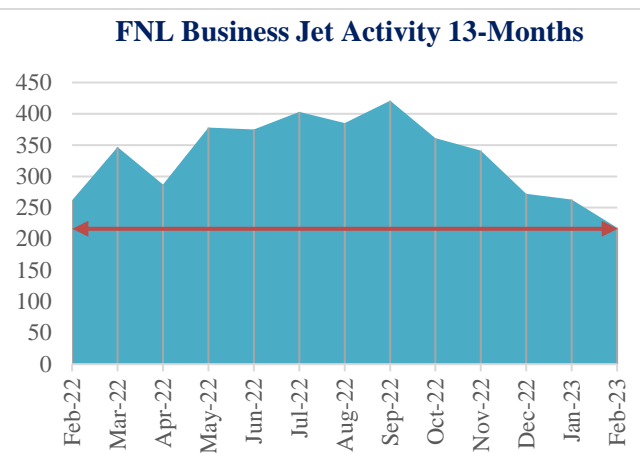
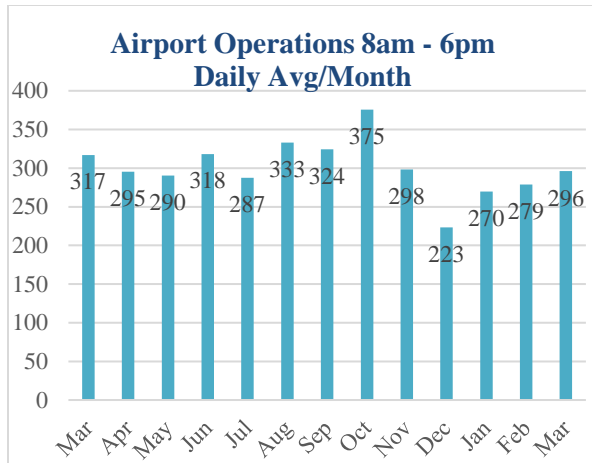
Date: April 15, 2023
To: Northern Colorado Regional Airport Commission
From: Jason R. Licon, Airport Director
Re: March Airport Report

Report Highlights

- The Remote Tower system was partially modified by Searidge Technologies by installing four 4K cameras and displays in mid-March to prepare for FAA evaluations later in the month.
- The FAA was onsite March 27-30 to test the temporarily installed new camera and displays to determine capabilities of achieving the updated visibility requirements. Subject matter experts from NextGen, Air Traffic Services (AJT), and the National Air Traffic Controllers Association (NATCA) were onsite.
- Planned decommissioning of the Cities' owned t-hangars was delayed for 30 days, providing tenants with a new date to vacate hangars. June 10 for A&B hangars, and August 10 for the C hangars. This decision was made to allow Cities' staff and tenants to conduct a more thorough structural engineering analysis and bring back data for Airport Commission review at the next meeting.
- As a result of the t-hangar decision, staff have been working to vacate the storage units within the hangar rows that have been used to store airport equipment and materials. Two temporary storage containers were purchased to keep some of the more sensitive materials and items in a dry environment.
- Landline/United service has noticeably risen in ridership due to new promotions the service is offering in addition to the nine round trips daily. Passenger loads are noticeably higher, and the terminal parking area has experienced higher occupancy levels.

February Airport Activity Dashboard

- Flight operations for the month of March averaged 296 per day, and the twelve-month rolling average is 299.
- Wholesale fuel ordered by the jetCenter FBO was 108,040 gallons, a slight increase of 3.8% compared to last year's 104,064 gallons.
- Business jet activity for February compared to the same month last year dropped by 16.8% to 218 operations. This decline has been a trend that has gone back to prior to the pandemic. Trends show that business jet activities peak near September and slowly decline through the following March where they pick up again. A longer five-year timeline chart has been added to the dashboard to show this data trend.



Airport Owned T-Hangars Update

The Commission held a special meeting on March 2 to review information on the Cities' owned t-hangars. It was decided at this meeting that all T-hangar leases for four buildings would no longer be renewed and provided a time certain at which all tenants needed to be moved from the units. The Airport Commission provided tenants an opportunity to bring forth ideas to work with staff on the issue for a different resolution at the March 16 and April 20 meeting. On March 9 a tenant town hall was held to provide more details on the report for the hangar users and to provide a forum to allow users to organize to develop their alternative proposals for the Commission. On March 10 the Coloradoan reported that Discovery Air provided a permanent hangar space for the soon to be displaced Civil Air Patrol (CAP) aircraft within their new hangar facility which the CAP accepted.

The hangar tenants presented their proposal for an alternative solution at the March 16 meeting. In response the Airport Commission acted to place the hangar decommissioning process on hold for 30 days to allow staff to work with the Cities and tenants to conduct a more thorough structural analysis with a focus on safety for Commission review at the April 20 meeting. The Cities hired Civil Innovations to complete a more detailed structural engineering analysis which was scheduled for early April. Staff plan to provide the report to the Commission at the April 20 meeting where additional guidance on this issue will be provided.

Remote Tower

During the month of March Searidge Technologies was onsite installing new higher resolution cameras and displays in order conduct an FAA supported reevaluation of the system. The goal of the test was to determine if new cameras and displays could accurately achieve the updated FAA visual requirements for remote towers, which changed from two miles of visibility to three miles of visibility from the central camera mast.

This FAA evaluation was completed on Wednesday and Thursday March 29 & 30. Aims Community College and Airport staff helped support the testing by providing aircraft and ground vehicles which were used as visual targets. The results of the evaluation with the new cameras were promising, as the newly installed components did seem to achieve the newlu required detection of 3 miles and resulted in positive feedback from the subject matter experts. The FAA and Searidge are creating test result documents that will be reviewed together in mid-April. Once a consensus is met, a plan on moving forward will be developed, and official restart of operational testing will resume after the entire system has been upgraded with the new components.



Airport Governance: House Bill 23-1156, CO Airport Authority Act 2023

This past month the Airport Authority Act was updated and signed by the Governor. This law makes various changes to the public airport authority rules within the State of Colorado, with a focus on modernizing the law. The original law had not been updated since it was originally signed into law back in the 1960's and had many requirements that were out of date. This new update to the Airport Authority Act is timely since the Cities are working on beginning a governance study in the coming months.

Terminal

The design continues to make great progress. The design team is working hard to meet the May 4 deadline for 95% completion. Contracting work and negotiations between the Design Team and Airport/Cities with Hensel Phelps has been progressing during the month of March. The goal of having a final contract and guaranteed maximum price for consideration at the May 18 Airport Commission meeting is on track. The estimated costs are now derived from actual bids from hundreds of subcontractors that will be performing the work, and the bottom-line costs are within the approved budgets.

The Fort Collins terminal contributions that were approved in March have required readoption by the City Council. A publishing error has created an issue where ordinances that were approved in March were invalidated. The two additional readings for this contribution will occur on April 4 & 18. It is not currently anticipated that the votes will change as a result of this issue.

Airport Operations

During March the airport experienced several snow events. Two equipment failures occurred within the events, due to age or internal failure unrelated to the operation of the units. One of the runway and taxiway broom vehicles had a hydraulic system failure that required internal assistance from the City of Loveland Vehicle Maintenance staff, and the other was a head gasket failure on the airport loader. The loader is used for clearing large sections of snow mainly on parking aprons and between hangars. Costs for these repairs are approximately \$15,000 for both, with 90% attributed to the Volvo loader. The loader, acquired in 2007, has just over 2,400 hours, and is expected to continue operating once repairs are completed. However, parts availability may keep this unit from being fixed for another two months. All maintenance on the Airport's front line snow equipment is conducted in accordance with the manufacturer's recommendations and done by brand specific technicians.



Airport Events

Despite the lack of an airshow this year the Airport has a full schedule of upcoming events. The following list are the confirmed tours and events for the public. As more are scheduled this list will be updated. This has been one of the busiest months for staff, an events page on our website to provide easy reference for the public will be published once activity dies down.

- May 30 – June 5 Commemorative Air Force (CAF) “Flying Legends of Victory Tour 2023”
- June 11-15, June 25-July 1, July 23-29 CSU Drone Training, Airport Tours, & Aims Flights
- August 12 Aims Aviation Day
- October 6-7 Colorado State University’s “Colorado Drone Airshow 2023”

Attachments

1. Remote Tower Project Report for March from WEPA
2. Loveland Fire and Rescue Authority ARFF monthly report
3. Colorado Airport Authority Act 2023, HB 23-1156
4. News Articles:
 - a. New NoCo Airport Terminal One Step Away
 - b. Developer Martin Lind Offers hangar for Civil Air Patrol
 - c. Remote Tower at Leesburg Executive Set to Close



March 31, 2023

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

Section A – Remote Air Traffic Control Contract Progress Report #21

Re: Period: March 1 through March 31, 2023

Colorado Remote Tower Project Activity Status			
Activity	Status/Start Date (Projected)	Finish Date (Projected)	Remarks
Remote Tower Implementation			
STARS Operational at FNL	11/25/2022	12/15/2022	Local Adaption and Mapping Complete
Remote Tower System			
System Upgrade - Tech Refresh	In-Progress	TBD	Ongoing
Remote Tower Testing			
FAA Stop Work Order	10/7/2022	11/11/2022	Vendor Addressing Deficiencies
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	12/22/2022	Vendor will Comply with OVR 2.0
Vendor Proposed Changes	12/21/2022	1/19/2023	Complete
OVR Ver 2.1	3/4/2023	3/4/2023	Delivered to Vendors
4K Camera and Display Test at FNL	3/27/2023	3/31/2023	Test for Compliance with OVR 2.1 Complete
Evaluate System Upgrades	March 2023	3/27/23	FAA Decision Point
Install Full System Upgrades	June 2023	TBD	
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:

To demonstrate that the remote tower system can meet the requirements of the latest version of the Operational Visual Requirements (OVR) 2.1, Searidge performed a demonstration replacing the 1080P and HD displays with 4K cameras and displays the week of March 27, 2023. The test configuration consisted of 4-4K cameras mounted on the central mast looking toward the approach end of Runway 15 and 4-4K 55" displays. This demonstration was run by Searidge with FAA and NATCA as observers. NextGen in collaboration with Searidge is preparing a report detailing the results of the demonstration activity. This demonstration was less rigorous than the Phase 1 testing, as it was only designed to demonstrate the 4K system's ability to meet the visual acuity requirements of OVR 2.1.

The demonstration consisted of aircraft provided and flown by Aims Community College as test subjects performing air and ground operations. The airborne operations included flying a standard traffic pattern and approaches to Runway 15 beginning at 5 nm to verify that a controller could detect an aircraft at 3 nm from the runway threshold with a probability of detection of 50%. The ground-based operations centered around a controller's ability to detect and follow an airport ops vehicle at the threshold of Runway 15, in or near the Runway Safety Area and on the airport perimeter road.

The subject matter experts from NextGen, AJT and NATCA indicated verbally that the system appears to meet OVR 2.1. There were some stitching issues that were observed which are primarily due to not using the final processors and video cards and the fact of the temporary nature of the test setup. It is anticipated that these issues will be resolved when the final configuration is installed.

Of the two items necessary for system certification, OVR 2.1 and System Design Approval (SDA), the SDA documentation will be the most challenging for Searidge. That being said, Technical Operations (AJW) leadership has indicated a willingness to assist Searidge in providing this documentation. It will be up to Searidge to take advantage of this offer. Approval of the documents will take significant time as review and comment is an iterative process and review will be subject to AJW's work schedule.

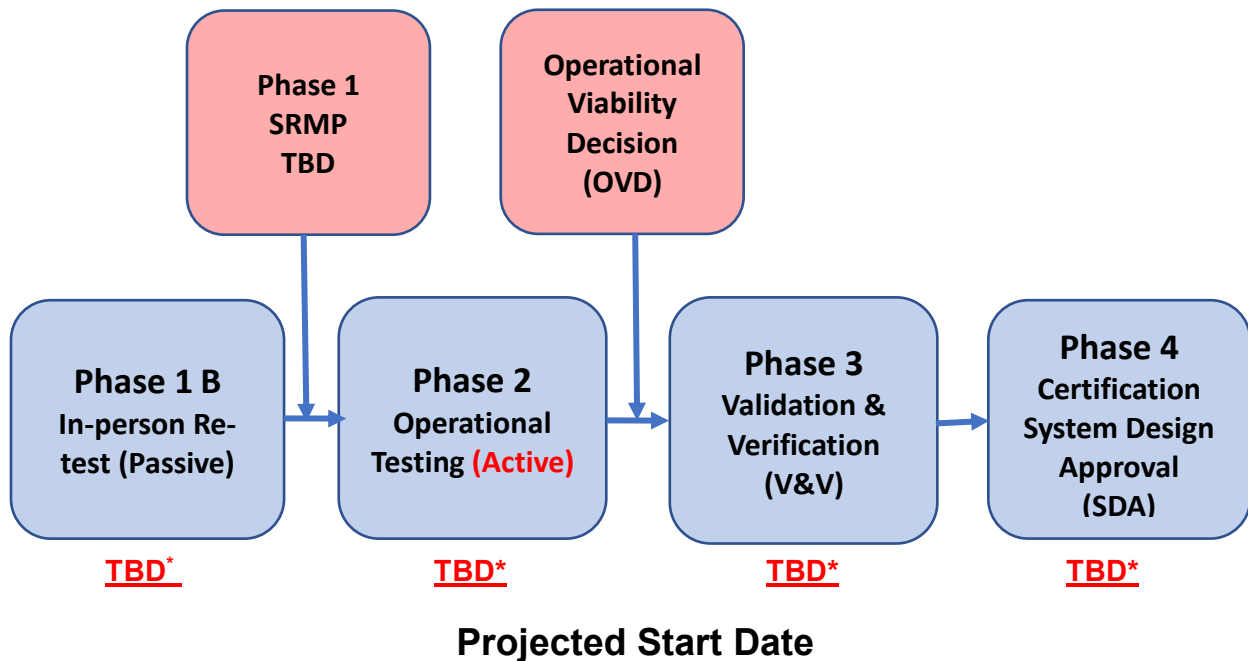
As a point of reference, the remote tower system at the Leesburg Executive Airport (JYO) that the FAA has indicated will be shut down in June is due to the vendor not pursuing the final steps of providing the SDA documentation necessary to fully certify the system at JYO.

Searidge will be seeking an extension, if not complete removal, of the Stop Work Order before moving forward with installation of the fully upgraded system. There will be some funding issues that will need to be addressed. It needs to be pointed out that the remote tower system at FNL was approved, installed and tested before the first OVR or Remote Tower Advisory Circular (AC) was published. Also, a Safety Risk Management Panel (SRMP) approved moving forward with Phase 1 Passive testing prior to publication of these two documents.

A Congressional Delegation letter has been prepared describing the status of the Colorado Remote Tower Project and expressing support for its continuation. The letter will be sent to Senator Hickenlooper's office to be circulated to the entire Colorado Delegation. The letter is being reviewed by CDOT.

Many thanks to Aims Community College and the Airport Staff for their help with this demonstration. Their willingness to provide the aircraft, pilots and airport vehicles in support of the test was a major factor in the success of the demonstration.

Proposed Remote Tower Testing Phases:

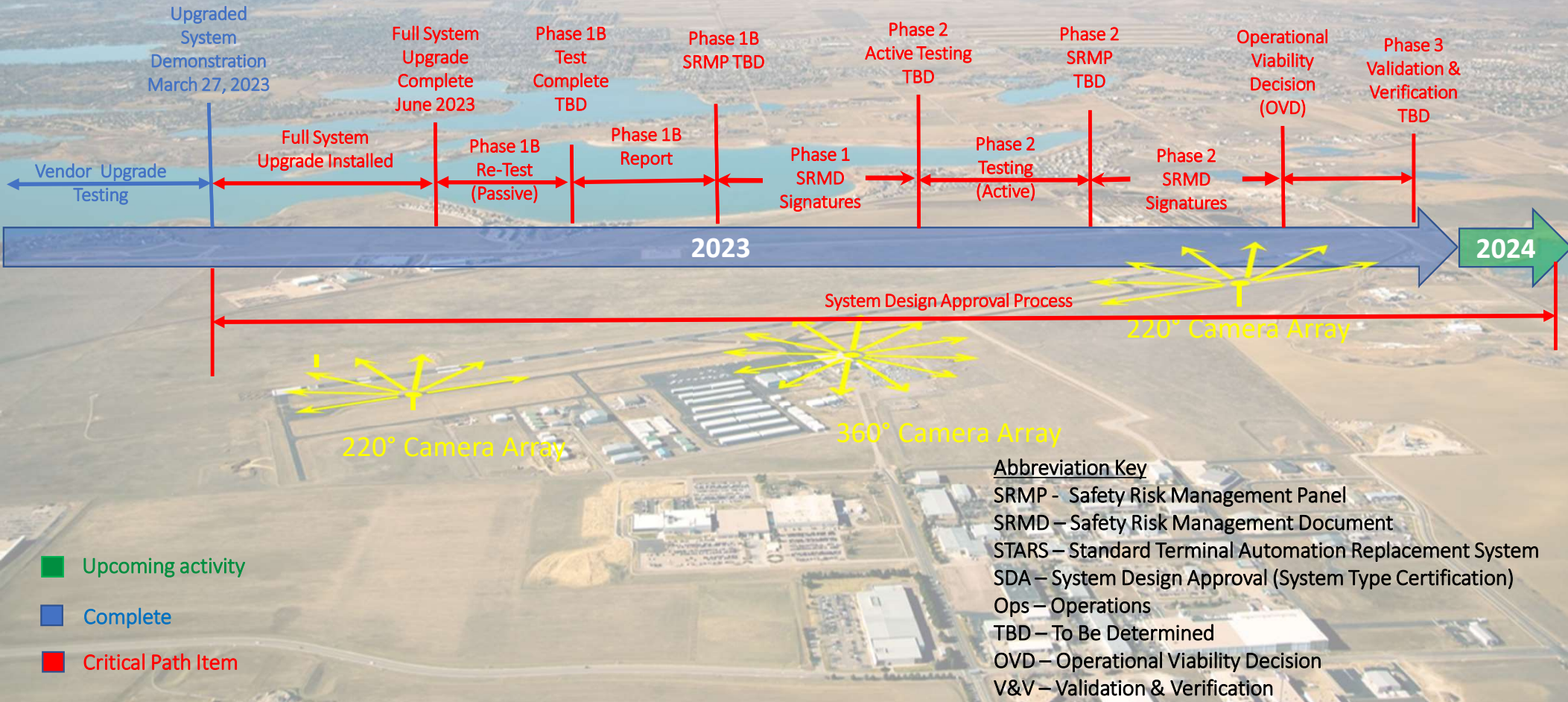


*Dependent on local resources' ability to travel to FNL and COVID status

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)



Happy April!

ARFF:

- Continued work on accreditation documents
- Continued ARFF driver training for all ARFF members
- All of the ARFF apparatus are going into VM for their annual maintenance

FAA Annual Inspection: Has been moved to **May 22-24th**. Gina will be assigned to cover the ARFF portion of the inspection on May 23rd.

Airport:

- Airport Commission meeting will be held on April 20th, 3:30-5:00pm at the Fire Station conference room
- Please see the www.flynoco.com website for all airport commission updates involving the upcoming terminal construction!

*****Scheduled Air-Carrier Flights:**

- **The Honor Flight** is being hosted from our very own Northern Colorado Regional Airport on **April 30, with a return flight on May 1!** More information on events to come.
- **Sun Country Casino flights:**
 - April 14
 - April 18
 - May 27
 - May 31
- **Flying Legends of Victory Tour May 30-June 4!** See attached flyer!



Northern Colorado Regional Airport Tuesday May 30 - Sunday June 4

**Location: 4825 Earhart Road
Loveland, CO**



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Fiscal Note

Drafting Number: LLS 23-0746
Prime Sponsors: Rep. Taggart

Date: February 14, 2023
Bill Status: House Trans. & Local Govt.
Fiscal Analyst: Colin Gaiser | 303-866-2677
colin.gaiser@coleg.gov

Bill Topic: PUBLIC AIRPORT AUTHORITY ACT MODERNIZATION

**Summary of
Fiscal Impact:**

- ☐ State Revenue
- ☒ State Expenditure
- ☐ State Transfer

- ☐ TABOR Refund
- ☒ Local Government
- ☐ Statutory Public Entity

The bill makes various changes to the public airport authority code. Beginning in FY 2023-24, the bill may affect state and local government workload and local expenditures on an ongoing basis.

**Appropriation
Summary:** No appropriation is required.

**Fiscal Note
Status:** The fiscal note reflects the introduced bill.

Summary of Legislation

This bill amends the public airport authority (PAA) code in a number of ways. Significantly, this bill:

- requires a local government that terminates a PAA to assume all outstanding financial and contractual obligations, assume the operations and maintenance of the airport, and take full fee title ownership;
- clarifies that members of a PAA board of commissioners do not receive compensation;
- requires a majority vote of a PAA board of commissioners to authorize expenditures greater than \$250,000;
- authorizes a PAA to remove hazards and encroachments, impose fees on airport users, and regulate commercial activities conducted within a PAA;
- allows a PAA to request a county or municipality to levy a tax for the authority's benefit;
- clarifies that tenants or users of a PAA airport are not entitled to the tax exemptions that apply to airport authorities; and
- modifies the definition of "local government official" to include a member of the board of commissioners of any PAA.

State Expenditures

The Department of Local Affairs may have a workload impact under the bill. Currently, PAAs are required terminations with the Division of Local Government. This bill removes that requirement, which will require the division to update its inventory of local governments without that notification.

Local Government

Beginning in FY 2023-24, the bill may increase revenue to PAAs that request a tax be levied on a county or municipality. The bill also eliminates any current expenditure involving compensation of PAA board members. In the event that a county or municipality terminates a PAA, that county or municipality could see an increase in workload and expenditure as a result of taking on the debt, obligations, and fee title of a PAA.

Effective Date

The bill takes effect 90 days following adjournment of the General Assembly sine die, assuming no referendum petition is filed.

State and Local Government Contacts

Counties	Judicial	Local Affairs
Law	Municipalities	Special Districts
Transportation	Information Technology	

The revenue and expenditure impacts in this fiscal note represent changes from current law under the bill for each fiscal year. For additional information about fiscal notes, please visit: leg.colorado.gov/fiscalnotes.

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.



HOUSE BILL 23-1156

BY REPRESENTATIVE(S) Taggart and Young, Bockenfeld, Catlin, English, Lindsay, Lindstedt, Lynch, Marshall, Michaelson Jenet, Ricks, Soper, Titone, Valdez, Weinberg, Wilson, McCluskie;
also SENATOR(S) Kolker and Pelton R., Exum, Pelton B., Priola, Roberts, Simpson, Smallwood, Winter F.

CONCERNING MODERNIZATION OF THE PUBLIC AIRPORT AUTHORITY ACT.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 41-3-103, **add** (12.5) as follows:

41-3-103. Definitions. As used in this ~~article~~ ARTICLE 3, unless the context otherwise requires:

(12.5) "INFLATION" MEANS THE ANNUAL PERCENTAGE CHANGE IN THE UNITED STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, CONSUMER PRICE INDEX FOR DENVER-AURORA-LAKEWOOD FOR ALL ITEMS PAID BY ALL URBAN CONSUMERS, OR ITS SUCCESSOR INDEX.

SECTION 2. In Colorado Revised Statutes, 41-3-104, **amend** (6)

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

as follows:

41-3-104. Creation of authorities. (6) ~~Any authority created pursuant to the provisions of this article shall cease to exist upon the filing with the director of the division of local government of a certified resolution of each county or municipality composing the authority requesting the termination of such authority; but adequate provisions shall be made for the payment of the outstanding bonds of the authority~~ A COUNTY, A MUNICIPALITY, OR A COMBINATION MAY ADOPT A RESOLUTION TERMINATING THE EXISTENCE OF AN AUTHORITY. A TERMINATING RESOLUTION MUST REQUIRE THE COUNTY, THE MUNICIPALITY, OR THE COMBINATION TERMINATING THE AUTHORITY TO:

(a) ASSUME THE REPAYMENT OBLIGATIONS OF ANY OF THE AUTHORITY'S OUTSTANDING BONDS;

(b) ASSUME THE OBLIGATIONS OF ANY OF THE AUTHORITY'S OUTSTANDING CONTRACTS ENTERED INTO PURSUANT TO THIS ARTICLE 3;

(c) ASSUME THE OPERATION AND MAINTENANCE OF THE AIRPORT THAT THE AUTHORITY WAS AUTHORIZED TO OPERATE AND MAINTAIN; AND

(d) RECEIVE AND HOLD TITLE TO THE REAL PROPERTY ON WHICH THE AIRPORT IS LOCATED AND THAT THE AUTHORITY IS AUTHORIZED TO OPERATE AND MAINTAIN.

SECTION 3. In Colorado Revised Statutes, 41-3-105, **amend** (2), (3), (5)(a), (5)(d), and (5)(h) as follows:

41-3-105. Board of commissioners. (2) The board of ~~commissioners~~ of an authority created by the formation of a combination ~~shall consist~~ CONSISTS of at least five members, but no more than nine members, representing the counties or municipalities participating in the combination. The authorizing resolution, filed with the director of the division of local government in the department of local affairs, as provided in PURSUANT TO section 41-3-104 (1), ~~shall~~ MUST contain a provision as to the representation of the counties and municipalities participating in the combination. The members of the board of an authority created by a combination ~~shall~~ MUST be appointed by resolution of the governing boards of the counties or municipalities that are members of the combination, WITH

the initial appointments, at the election of such municipality or county, to be made by the authorizing resolution filed with the director of ~~said~~ THE division OF LOCAL GOVERNMENT. If the county in which the airport is to be located is not a member of the combination, then the member or members, if any, to which ~~such~~ THE county is entitled shall be appointed by the board of county commissioners of ~~such~~ THE county. The board created by the independent action of a county ~~shall consist~~ CONSISTS of five members who shall be appointed by the board of county commissioners of the county, and initial appointments to ~~such~~ THE board, at the election of the board of county commissioners, may be made in the authorizing resolution filed with the director of ~~said~~ THE division OF LOCAL GOVERNMENT. Board members from municipalities and counties in this state ~~shall~~ MUST be taxpaying electors, as defined in section 1-1-104 (49), ~~C.R.S.~~, at the time of ~~their~~ appointment ~~residing~~ AND MUST RESIDE in the municipality or county from which appointed. After an authority is organized by the formation of a combination, the inclusion of additional counties or municipalities ~~shall entitle~~ ENTITLES the included municipalities or counties to representation on the same basis as other counties or municipalities. ~~Each member of the board may receive as compensation for his or her services a sum not in excess of sixty dollars per year. No member of the board shall receive any compensation as an employee of the authority or otherwise, other than that provided in this section, and~~ A MEMBER OF THE BOARD DOES NOT RECEIVE COMPENSATION FOR THE MEMBER'S SERVICE ON THE BOARD. No member of the board shall be interested in any contract or transaction with the authority except in ~~his or her~~ THE MEMBER'S official respective capacity. MEMBERS OF THE BOARD ARE SUBJECT TO THE STANDARDS OF CONDUCT FOR LOCAL GOVERNMENT OFFICIALS SPECIFIED IN ARTICLE 18 OF TITLE 24.

(3) The term of each member ~~shall be for~~ IS four years; except that the terms of the members of the first board ~~shall be~~ ARE adjusted so that the terms of one-half of the members ~~shall~~ expire AFTER two years ~~thereafter~~. At the first meeting of the board of a newly formed authority the commissioners shall determine by lot which members ~~shall~~ serve ~~for~~ two-year terms and which ~~shall~~ serve ~~for~~ four-year terms. At the expiration of the term of any commissioner, a new appointment shall be made by the appropriate governing board, and any member, INCLUDING A MEMBER APPOINTED TO FILL A VACANCY, may be appointed to ~~succeed himself~~ TO SERVE A SUCCESSIVE TERM.

(5) The board, in addition to any other powers conferred by this

article, has the following powers:

(a) To fix the time and place at which its regular meetings ~~shall be~~ ARE held, which place may be located within any municipality or county forming a part of an authority created by a combination, or within the county independently creating such authority; ~~and shall provide for the calling and holding of special meetings to organize, adopt bylaws and rules of procedure, and select a chairman CHAIRPERSON and pro tem chairman.~~ Notice of time and place designated for all regular meetings shall be posted ~~in at least three places within each municipality and county forming a part of the authority if created by the formation of a combination, and, in addition, one such notice shall be posted, irrespective of the procedure under which the authority is created, in the county courthouse in the county wherein the airport is located and in the county creating the authority. Such notices shall remain posted and shall be changed in the event that the time or place of such regular meeting is changed. Special meetings~~ CHAIRPERSON. A SPECIAL MEETING may be called by any officer or member of the board by informing the other members of the date, time, and place of ~~such~~ THE SPECIAL meeting and the purpose for which it is called. ~~and by posting as provided in this paragraph (a) at least three days previous to said meeting. All business of the board shall be conducted only during such regular or special meetings, and all of such meetings shall be open to the public~~ ALL REGULAR OR SPECIAL MEETINGS ARE SUBJECT TO THE OPEN MEETING AND NOTICE REQUIREMENTS OF SECTION 24-6-402.

(d) To transact business only if a quorum of ~~sixty percent~~ FIFTY PERCENT of the board is present at a regular or special meeting. ~~but all~~ THE BOARD MAY TAKE ACTION OR APPROVE ANY MATTER BY A MAJORITY OF A QUORUM; EXCEPT THAT ALL questions involving the inclusion or exclusion of a municipality or county in or from the authority or authorizing any expenditures in excess of ~~ten thousand dollars shall require the affirmative majority vote of the board, and all other questions shall require the affirmative vote of not less than fifty percent of the board~~ TWO HUNDRED FIFTY THOUSAND DOLLARS MUST BE APPROVED BY A MAJORITY OF THE MEMBERS OF THE BOARD. BEGINNING JANUARY 1, 2029, AND EVERY FIVE YEARS THEREAFTER, THE TWO HUNDRED FIFTY THOUSAND DOLLAR FIGURE SPECIFIED IN THIS SUBSECTION IS ADJUSTED FOR INFLATION.

(h) To prescribe a method of auditing and allowing or rejecting claims and demands and a method for ~~the letting of contracts on a fair and~~

~~competitive basis for the construction of works, structures, or equipment or the performance or furnishing of labor, materials, or supplies as required for the carrying out of any of the purposes of this article; but, in cases where the amount involved is fifty thousand dollars or more, the board shall provide for the letting of contracts to the lowest responsible bidder after publication in the official newspaper of notices inviting bids, subject to the right of said board to reject any and all proposals and to readvertise for bids as provided in this section. The procedures above described shall be subject to the approval of the board of county commissioners of any county independently creating an authority under the provisions of this article, and any action on the part of the board to raise or increase revenue from any source whatsoever for the purposes of the authority shall also be subject to such approval. The board shall be bound to carry out any action requested by the board of county commissioners~~ PROCURING CONTRACTS TO CARRY OUT THE AUTHORITY'S PURPOSES PURSUANT TO THIS ARTICLE 3, INCLUDING CONTRACTS FOR THE CONSTRUCTION OF WORKS AND STRUCTURES, EQUIPMENT, THE PERFORMANCE OF LABOR OR SERVICES, OR THE FURNISHING OF SUPPLIES OR MATERIALS. THE BOARD SHALL COMPLY WITH THE REQUIREMENTS OF ARTICLE 91 OF TITLE 24 WHEN PROCURING AND ENTERING INTO A CONSTRUCTION CONTRACT. FOR ANY CONTRACT INVOLVING FEDERAL FUNDS, THE BOARD SHALL COMPLY WITH ALL APPLICABLE FEDERAL STATUTES, REGULATIONS, GUIDELINES, AND POLICIES. FOR ALL CAPITAL IMPROVEMENT PROJECTS AND THE PURCHASE OF NEW VEHICLES AND NEW EQUIPMENT, THE BOARD SHALL:

(I) SOLICIT THE CONTRACT BY AN INVITATION FOR BIDS. AN INVITATION FOR BIDS MAY INCLUDE CRITERIA FOR THE BOARD TO DETERMINE ACCEPTABILITY OF A BID, INCLUDING INSPECTION, TESTING, QUALITY, WORKMANSHIP, DELIVERY, AND SUITABILITY FOR A PARTICULAR PURPOSE. ANY CRITERIA THAT THE BOARD CONSIDERS IN EVALUATING THE BID MUST BE OBJECTIVELY MEASURABLE.

(II) INCLUDE WITHIN AN INVITATION FOR BIDS A PURCHASE DESCRIPTION AND ALL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE PROCUREMENT;

(III) PROVIDE ADEQUATE PUBLIC NOTICE OF THE INVITATION FOR BIDS WITHIN A REASONABLE TIME PRIOR TO THE TIME THE BOARD SETS FOR THE OPENING OF BIDS;

(IV) RECORD THE AMOUNT OF EACH BID AND THE NAME OF EACH BIDDER, WHICH THE BOARD SHALL KEEP OPEN FOR PUBLIC INSPECTION;

(V) ALLOW THE WITHDRAWAL OF AN INADVERTENTLY ERRONEOUS BID BEFORE THE BID IS AWARDED IF THE BIDDER SUBMITS DOCUMENTARY EVIDENCE THAT CLEARLY AND CONVINCINGLY DEMONSTRATES AN ERROR WAS MADE;

(VI) AWARD THE CONTRACT WITH REASONABLE PROMPTNESS TO THE LOW RESPONSIBLE BIDDER WHOSE BID MEETS THE CRITERIA SET FORTH IN THE INVITATION FOR BIDS; EXCEPT THAT THE BOARD SHALL RESOLVE ANY TIE IN ACCORDANCE WITH SECTION 24-103-902; AND

(VII) MAINTAIN FOR PUBLIC INSPECTION ALL BIDS AND BID DOCUMENTS IN ACCORDANCE WITH SECTIONS 24-72-203 AND 24-72-204.

SECTION 4. In Colorado Revised Statutes, 41-3-106, **amend** (1)(d), (1)(h), (1)(k), and (1)(l); and **add** (1)(m) and (1)(n) as follows:

41-3-106. Powers of an authority. (1) An authority has the following powers:

(d) To enter into contracts and agreements affecting the affairs of the authority, including, but not limited to, contracts with the United States, the state of Colorado, ~~and~~ an adjoining state, if a combination includes a municipality or county from the adjoining state, AND ANY COUNTY OR MUNICIPALITY FROM WHICH THE AUTHORITY ORIGINATED;

(h) To regulate, when acting singly, or by agreement, when acting jointly with any other municipality or county, the receiving, deposit, and removal and the embarkation of passengers or property to or from the airport; to regulate or prohibit any airport hazard ~~to exact and require charges, fees, and rentals, together with a lien to enforce the payment~~ IN THE SAME MANNER THAT A COUNTY OR MUNICIPALITY IS AUTHORIZED TO REMOVE A HAZARD PURSUANT TO SECTION 41-4-108 OR AN ENCROACHMENT PURSUANT TO SECTION 41-4-109; TO IMPOSE CHARGES, FEES, AND RENTALS ON USERS OF THE AUTHORITY'S AIRPORT AND FACILITIES TO DEFRAY THE COSTS OF OPERATING, MAINTAINING, AND IMPROVING THE AIRPORT; to lease or assign for operation ~~such~~ ANY space, ~~or~~ area, appurtenances, appliances, or other conveniences necessary or useful in connection ~~therewith~~ WITH

OPERATING THE AIRPORT; EXCEPT AS RELATED TO THE PRICE, ROUTE, OR SERVICE OF AN AIR CARRIER, TO REGULATE A COMMERCIAL ACTIVITY THAT ANY PERSON CONDUCTS AT AN AIRPORT; to own and operate aircraft; to employ pilots; to provide rules and regulations governing the use of ~~such~~ THE airport and facilities and the use of other property and means of transportation within or over ~~said~~ THE airport, landing field, and navigation facilities; to perform any duties necessary or consistent with the regulation of air traffic; ~~to enter into contracts or otherwise cooperate with the United States, the state, an adjoining state, if a combination includes a municipality or county from the adjoining state, or other public or private agencies;~~ and to exercise such powers as may be required or consistent with the promotion of aeronautics and the furtherance of commerce and navigation by air;

(k) To construct and maintain works and establish and maintain facilities, within or without the boundaries of the municipalities or counties constituting members of the authority or within or without the boundaries of the county independently creating an authority pursuant to the provisions of this article, across or along any public street or highway or in, upon, under, or over any vacant public lands, which public lands are now, or may become, the property of the state; but the authority shall promptly restore any ~~such~~ street or highway to its former state of usefulness as nearly as may be and shall not use the ~~same~~ STREET OR HIGHWAY in such manner as to completely or unnecessarily impair the usefulness ~~thereof~~ OF THE STREET OR HIGHWAY. WHEN EXERCISING ITS POWER PURSUANT TO THIS SUBSECTION (1)(k), AN AUTHORITY SHALL COMPLY WITH ALL APPLICABLE LOCAL ZONING AND BUILDING REGULATIONS, EXCEPT TO THE EXTENT THAT ANY ZONING OR BUILDING REGULATIONS ARE PREEMPTED BY FEDERAL LAW, AND ALL GUIDELINES AND REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION.

(l) To invest any surplus money in the treasury of the authority, including ~~such~~ money in any sinking or trust fund established for the purpose of retiring bonds at or prior to maturity not required for the immediate necessities of the authority, IN ANY LOCAL GOVERNMENT INVESTMENT POOL TRUST FUND PURSUANT TO PART 7 OF ARTICLE 75 OF TITLE 24, OR in securities meeting the investment requirements established in part 6 of article 75 of title 24. ~~C.R.S. Such~~ ANY investment IN SECURITIES may be made by direct purchase of any issue of ~~such~~ securities, or part thereof, at the original sale of the ~~same~~ THE SECURITIES or by the subsequent purchase of ~~such~~ THE securities. Any securities ~~thus~~ purchased and held BY

AN AUTHORITY may be sold, unless ~~such~~ THE sale is prohibited by any agreement under which the ~~same~~ THE SECURITIES have been or ~~shall~~ WILL be deposited and the proceeds ~~thereof~~ OF THE SECURITIES reinvested in securities as provided in this ~~paragraph (l).~~ ~~Sales~~ SUBSECTION (1)(l). THE SALE of any securities ~~thus~~ purchased and held ~~shall~~ BY THE AUTHORITY MUST be made at ~~such time so that~~ A TIME WHEN the proceeds may be applied to the purposes ~~for which~~ THAT the money with which the securities were originally purchased was placed in the treasury of the authority.

(m) NOTWITHSTANDING SUBSECTION (1)(e) OF THIS SECTION, TO REQUEST THAT A COUNTY OR MUNICIPALITY IN WHICH THE AUTHORITY IS LOCATED LEVY A TAX WITHIN THAT COUNTY OR MUNICIPALITY FOR THE AUTHORITY'S BENEFIT THAT IS CONSISTENT WITH THE COLORADO CONSTITUTION AND THE POWER OF A COUNTY OR MUNICIPALITY TO LEVY A TAX; AND

(n) TO REQUEST, CONSISTENT WITH ALL APPLICABLE GUIDELINES AND REGULATIONS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, THAT A COUNTY OR MUNICIPALITY ADOPT OR MODIFY EXISTING ZONING REGULATIONS REGARDING:

(I) THE PREVENTION OR ELIMINATION OF HAZARDS TO AIR NAVIGATION;

(II) THE INSTALLATION, OPERATION, AND MAINTENANCE OF NAVIGATIONAL MARKING AND LIGHTING ON STRUCTURES OR TREES IN AREAS SURROUNDING THE AIRPORT AN AUTHORITY OPERATES;

(III) COMPATIBLE LAND USES IN AREAS IMMEDIATELY SURROUNDING THE AIRPORT THE AUTHORITY OPERATES; OR

(IV) THE CRITERIA FOR AREAS SURROUNDING AIRPORTS SPECIFIED IN SECTION 24-65.1-202 (5)(a).

SECTION 5. In Colorado Revised Statutes, **amend** 41-3-107 as follows:

41-3-107. Legal status of authorities - tax exemption. (1) An authority created pursuant to this article is hereby declared to be a political subdivision of the state, exercising essential governmental powers for a

public purpose. The general assembly, therefore, finds:

(a) That no authority, or county independently creating an authority, ~~shall be~~ IS required to pay any general ad valorem taxes upon an airport or any facilities connected therewith located within the state nor upon the interest of the authority therein;

(b) That bonds issued under this article and the income therefrom ~~shall be~~ ARE free and exempt from taxation by the state, or any political subdivision of the state, with the exception of transfer, inheritance, and estate taxes; AND

(c) THE TAX EXEMPTIONS SPECIFIED IN THIS SECTION DO NOT APPLY TO ANY TENANTS OR USERS OF THE AIRPORT THAT AN AUTHORITY OPERATES.

SECTION 6. In Colorado Revised Statutes, 24-18-102, **amend** (6) as follows:

24-18-102. Definitions. As used in this part 1, unless the context otherwise requires:

(6) "Local government official" means an elected or appointed official of a local government, but does not include an employee of a local government. LOCAL GOVERNMENT OFFICIAL INCLUDES A MEMBER OF THE BOARD OF COMMISSIONERS OF ANY AIRPORT AUTHORITY CREATED PURSUANT TO ARTICLE 3 OF TITLE 41.

SECTION 7. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Steve Fenberg
PRESIDENT OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED _____
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

GOVERNMENT & POLITICS | MARCH 1, 2023 | 7:08:24 AM

New NoCo airport terminal one step away



Dallas Heltzell



A rendering shows an early version of the design for the proposed Northern Colorado Regional Airport terminal. Source: NoCo Airport Commission documents

FORT COLLINS – Construction on a new terminal for Northern Colorado Regional Airport is likely to begin this summer, assuming the Fort Collins City Council gives final approval Tuesday to a \$1 million city contribution to fill a funding gap.

Although scaled back from its original \$31 million design to an estimate of \$25 million, the 19,000-square-foot terminal still is being designed to include two airline gates — in hopes that it can once again lure scheduled commercial airline service, which it lost in 2019 when Allegiant Travel Co. (Nasdaq: ALGT) canceled its routes from the airport to Mesa, Arizona, and Las Vegas, and last June, when Avelo Airlines suspended flights to Las Vegas and Burbank, California, after just eight months.

Airport officials are eager to get the construction under way, hoping for completion by late 2024, but Fort Collins City Manager Kelly DiMartino warned them at a Feb. 16 airport commission meeting, “Don’t get ahead of the March 7 council approval.”

The existing terminal, built in 1989, was meant to be temporary, and the need for expansion became evident when modern needs for security lines required more space than is available. The redesign process began in January 2021, and airport officials have said it’s 60% complete but a bit more design work is needed before construction can begin.

The airport has access to \$21 million in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act money — which has to be used by July 2024 or else the feds need to be paid back — and the airport has reserves of \$2 million. That left a \$2 million gap to be covered by the airport’s owners, the cities of Loveland and Fort Collins.

The Loveland City Council voted unanimously to pay its \$1 million match, but Fort Collins council members balked, insisting on a series of performance metrics, some of which carried monetary penalties if not met. However, at its Feb. 21 meeting, Fort Collins council members dropped the repayments from the conditions after Mayor Jeni Arndt, who also sits on the airport commission, pushed back.

The ordinance the Fort Collins council was considering included this provision:

“If for any calendar year from 2024 and 2027 the city is obligated under its current airport agreement with Loveland to pay its share of the airport’s operation and maintenance costs, the city shall be entitled to a credit of up to \$50,000 as a set-off to that obligation for each such year and the city of Loveland shall pay any shortfall resulting from the credit; (2) if any of the performance indicators for Silver LEED, public art commitment, building carbon footprint, and enhanced access are not achieved by Sept. 30, 2024, the city shall be repaid \$150,000 of the capital contribution for each performance indicator not timely achieved; (3) if the airport’s annual outbound passengers served by air and bus are not 33,000 or more passengers for the calendar year 2027, the city shall be repaid \$200,000.”

Those terms would have had to be negotiated with the city of Loveland and included in a

new intergovernmental agreement, an idea that left the Fort Collins mayor uncomfortable.

Arndt told BizWest on Tuesday that the repayment provision made no sense because both cities jointly own the airport and “we’re giving this to ourselves.” And at the Feb. 21 meeting, at which the council eventually approved the \$1 million outlay on first reading, she asked members to look at the provision from Loveland’s point of view.

“I have a fundamental question of how you can share half of ownership of something and try to force the other 50% to pay you back if certain metrics aren’t met,” she said.

Council member Kelly Ohlson was the lone “no” vote in the council’s 5-1 first-reading approval, noting that he disagreed with the airport’s co-ownership arrangement as well as how the facility is governed.

One Fort Collins resident who also was left uncomfortable with the arrangement forwarded to BizWest some emailed responses he received from airport manager Jason Licon, including his question about the wisdom of building a terminal without an airline tenant.

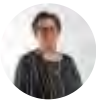
“The Fort Collins based Landline Co. currently utilizes the terminal, providing ground-based transportation services to and from Denver International Airport offering nine roundtrips daily,” Licon wrote. “Demand forecasts indicate that air service is something that is a sustainable option if adequate infrastructure is available to support it. The vision for the airport under the current dual-city ownership model is to provide more ability for the region to directly benefit from the airport to serve as a multi-modal travel hub.

“The new terminal will replace existing infrastructure that is highly inefficient and costly to operate and maintain since it consists of temporary modular facilities,” Licon wrote. “Air service also provides a strategic advantage since most federal funding is provided to airports with commercial air service. The terminal is designed to enhance this federal financial support that is provided directly through taxes and fees on aviation users.”

Coloradoan.

LOCAL

Windsor developer offers home for Civil Air Patrol aircraft when airport's hangars are razed



Pat Ferrier

Fort Collins Coloradoan

Published 5:00 a.m. MT March 10, 2023

Larimer County's Civil Air Patrol squadron, which provides air support for search and rescue, firefighting and other emergency services, has found a new home for its Cessna 182 airplane beyond May 1, when it will have to leave its hangar at Northern Colorado Regional Airport in Loveland.

Water Valley Co. President Martin Lind this week offered free hangar space to CAP at his Discovery Air project adjacent to the Loveland airport.

Lind wrote in a letter to CAP Maj. Mike Fassi that he couldn't identify the exact location yet because it is nearing capacity at Discovery's Torrey's Peaks hangar, "but I will assure you that your Patrol can remain at our airport until this mess with the eviction is solved."

Lind, a frequent critic of the airport and its management, said he was "astonished" to hear CAP was being evicted "without notice going into the wildfire season and just felt I need to step up and make a difference."

Civil Air Patrol and owners of 57 other planes hangared at the Loveland airport were notified recently that their hangar leases will be canceled in May or October due to structural issues with the aging buildings. The notifications leave dozens of private aircraft owners with nowhere to house their planes if a solution is not found before the end of their leases.

After hearing protests from dozens of aircraft owners, the Northern Colorado Airport Commission, made up of representatives from the cities of Fort Collins and Loveland, which co-own the airport, asked the owners to come up with viable options for replacing the airport hangars. They have until the commission's April meeting to present alternatives.

Fassi told Fort Collins City Council on Tuesday that the lack of hangar space would significantly hamper CAP's ability to provide emergency services if its pilot and crews had to drive an hour to Greeley, the next-best option to house its aircraft, before getting its plane in the air.

He asked council to take a step back and come up with a viable option for people who have paid the bill at the airport for the last 30 years and "think about the first responders having to go to an airport 60 minutes away."

The 58 hangar leases generate about \$175,000 a year in airport revenue.

Lind's offer "is a big first step" to remaining in Loveland, Fassi said. "It would be ideal."

Torrey's Peak, the first of four buildings at Lind's Discovery Air, was completed in late 2021 on the southern end of Lear Drive, near the edge of the airport.

More: Fate of Northern Colorado airport's virtual tower unclear after closure of Virginia tower



← Remote tower at Leesburg Executive set to close

REMOTE TOWER AT LEESBURG EXECUTIVE SET TO CLOSE AOPA URGES FAA TO RECONSIDER, FIND SOLUTION

March 22, 2023

By Lillian Geil

New FAA requirements for remote air traffic control towers led digital tower vendor Saab to withdraw plans to continue to operate at Leesburg Executive Airport in Virginia. AOPA and pilots on the field are concerned about the potential for a reduction in safety should the airport begin to operate without ATC for the first time in several years.





AOPA graphic based on SkyVector image.

A remote tower, designed by Saab, began operating at Leesburg Executive Airport, in 2015 and the program has been operational for 10 hours per day since then, recording more than 75,000 takeoffs and landings at the airport annually.

In September 2021, the FAA conducted an extensive air traffic operational evaluation of the Saab system installed at the airport and concluded the Leesburg Remote Tower System was **"operationally viable."** This was a step in the right direction toward Saab receiving System Design Approval status for its remote tower equipment configuration.

However, this approval path became complicated when the FAA released draft technical requirements and a design approval process for new remote tower systems in July 2021, a process that requires new systems be certified through the FAA remote tower test bed at the William J. Hughes Technical Center in Atlantic City, New Jersey. While Saab's system significantly predates the new FAA technical requirements, the agency was expecting Saab to go through the approval process as if it was a new system.

Saab decided not to pursue approval, effectively ensuring the system's removal from Leesburg Executive Airport.

In a letter to acting FAA Administrator Billy Nolen, AOPA President Mark Baker expressed concerns with the upcoming closure, reiterating safety as the top priority.

"It is very concerning that the FAA would move in this direction, especially given the substantial increase in traffic in and around Leesburg airspace. The decision to have no tower doesn't make sense and I strongly encourage the FAA to reconsider its position given the safety implications," said Baker. "I have visited the remote tower in Leesburg and found it to be very impressive."

In a March 2023 **response** to Leesburg Mayor Kelly Burk's concerns with ceasing remote tower services, the FAA defended the decision to withhold certification of Saab's system until these new safety and technical standards are met.

"With Saab's decision to cease pursuit of this required approval, the FAA has determined that continued use of this unapproved system poses an unacceptable level of risk to all users, especially as the timeline and likelihood for the approval for a future Saab system remains unknown," said John Maffei, acting director of the NextGen Portfolio Management and Technology Development Office at the FAA.

Removal of the remote tower is scheduled for June 14, but AOPA and Leesburg pilots and community members are looking for a path forward to maintain ATC at the busy airport. The priority is a delayed closure of the remote tower to give more time for a long-term, safe solution to be cemented. If a delay is not possible, the next viable solution would be for the FAA to accelerate and prioritize efforts to implement a temporary tower to provide ATC until a permanent tower can be built.

Leesburg is unique compared to most GA airports across the United States because of its high traffic volume and airspace restrictions. The airport lies within the Washington, D.C., Special Flight Rules Area, and the tower provides a vital communication link and pilot resource for airspace restriction clarifications in this busy area. An increased traffic count over recent years, the complex airspace, and pilots' adaptation to the presence of a control tower could result in a reduction of safety when the tower closes.

AOPA continues to have discussions with the FAA and Saab, expressing pilot concerns and working toward a safe solution for pilots flying in and around Leesburg Executive Airp





Lillian Geil

Digital Media Assistant Editor

Digital Media Assistant Editor Lillian Geil is a student pilot and a graduate of Columbia University who joined AOPA in 2021.

[GO TO LILLIAN GEIL'S PROFILE >](#)

Topics: **Advocacy, Airport Advocacy, ATC**





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: April 20, 2023

PREPARED BY: Jason Licon, Airport Director

TITLE

Lease Option Extension Request, 5255 Northrop

RECOMMENDED AIRPORT COMMISSION ACTION

Approve the lease extension request

BUDGET IMPACT

None, the lease rates will remain unchanged

SUMMARY

This is an administrative item. The Airport's standard land lease terms are an initial twenty-five-year lease with three five-year extension options for a total of forty years. The Airport was notified (as required by the lease agreement) that the lessee desires to exercise their option to extend the land lease agreement for their first five-year extension period. This extension request requires the approval of the Airport Commission as authorized by the Intergovernmental Agreement between the Cities of Fort Collins and Loveland. Staff have reviewed the request and found the associated account to be in good standing.



ATTACHMENTS

Lease Option Request: Gary MacFarquhar, 5255 Northrop

From: gkegsurf@aol.com
To: [Shawn Battmer](#)
Subject: [External] Re: Land Lease Extension Reminder
Date: Friday, March 24, 2023 3:22:07 PM
Attachments: [image002.png](#)

Good afternoon

I would like to exercise the first 5 year extension of our lease on the hangar located at 5255 Northrop Street. Thank you for your favorable consideration of this request.

V/R,

Gary MacFarquhar

-----Original Message-----

From: Shawn Battmer <Shawn.Battmer@cityofloveland.org>
To: gkegsurf@aol.com <gkegsurf@aol.com>
Sent: Fri, Mar 24, 2023 3:11 pm
Subject: Land Lease Extension Reminder

March 24, 2023

Gary MacFarquhar
28906 Clover Ln.
Evergreen, CO 80439

Dear Gary MacFarquhar,

Re: PENDING LAND LEASE EXPIRATION

This is a courtesy notice that the land lease for your hangar at 5255 Northrop Street is coming up on expiration of its initial term on 5/14/2023. According to Article 1 of the originally signed 5/15/1998 land lease agreement, your initial term was for 25 years with the option for three 5-year extensions. If you intend to exercise the extension, you must notify us in writing 3 months prior to the expiration of the current term.

Please send your notice directly to the Airport at airport@cityofloveland.org or 4900 Earhart Road, Loveland, CO 80538. If you have any questions, you may contact Airport Staff at 970-962-2851.



Thank you,

Jason R. Licon
Airport Director



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: April 20, 2023

PREPARED BY: Jason Licon, Airport Director

TITLE

Aims Community College Access Agreement Renewal

RECOMMENDED AIRPORT COMMISSION ACTION

Approve Resolution R-02-2023 recommending approval of a three-year renewal of the access fee agreement with two one-year extensions with Aims Community College

BUDGET IMPACT

Positive

SUMMARY

This is an administrative item. In 1982 the Cities approved a through the fence access agreement that allows property owners located in the adjacent Centerpointe Business Park access to the Airport's runways. The agreement is part of the original development of the business park to encourage aviation development and airport use. An access fee is required by federal rules to align Aims with other private sector flight training providers that are located on airport leased property. This agreement has worked well to allow Aims the ability to utilize an existing building within this area that had remained empty for over a decade and meets federal requirements.

In 2018 the Cities approved a combined five-year access agreement that allows Aims Community College to access the Airport from their facility located on private land in the Centre Point Business Park. This access is necessary for their collegiate flight training programs. The terms of the updated agreement are the same as the version set to expire which is adjusted for inflation. The agreement includes payment to the Airport based on the land lease fees paid by on-Airport businesses on a per square foot basis. This access fee for 2023 is proposed at \$32,663.42 per year or \$0.485 per square foot for the 67,391 square feet of property.

ATTACHMENTS

Resolution R-02-2023

Aims Access Agreement Renewal 2023

RESOLUTION # R-02-2023

A RESOLUTION RECOMMENDING APPROVAL OF A THREE-YEAR RENEWAL OF THE ACCESS FEE AGREEMENT WITH AIMS COMMUNITY COLLEGE

WHEREAS, the Cities of Fort Collins and Loveland (the “Cities”) jointly own and operate the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Cities formed the Northern Colorado Regional Airport Commission (“Commission”) and delegated to the Commission certain authority regarding governance of the Airport. On May 17, 2018, the Commission approved an Access Fee Agreement (the “Original Agreement”) with Aims Community College (“Aims”); and

WHEREAS, the Agreement permits Aims to utilize certain areas of the Airport in consideration of payment of access fees commensurate with land lease rates. The initial term of the Agreement was for three years, with two additional one-year extensions permitted by written agreement of the parties; and

WHEREAS, the Commission approved and the parties executed two one-year extensions on April 15, 2021 and April 15, 2022; and

WHEREAS, the conclusion of the three (3) year term and the two (2) additional one (1) year renewal terms of the Original Agreement is May 17, 2023 and Aims desires to continue to operate an educational program on the Airport that includes an academic degree program for professional flight training within the Access Area. Aims intends to continue to satisfy the Airport’s regulatory requirements from the Federal Aviation Administration’s grant assurances, specifically #22 - Economic Non-discrimination - by paying the same land lease fees and complying with the minimum standard requirements that are assessed to improvements and operators on the Airport’s property; and

WHEREAS, the Cities desire to accommodate, promote and enhance general aviation at the Airport, which includes Aims’ higher education flight training program, by continuing to provide Aims a variance to the Taxiway Agreement prohibition against pilot training, and Aims desires to be assured of the Airport's continued availability as a base for aircraft and its operations; and

WHEREAS, the Cities and Aims are mutually desirous of entering into a three-year renewal Access Fee Agreement (“Agreement”) with Aims Community College for the payment of fees to access and use of certain areas at the Airport in compliance with FAA grant assurances; and

WHEREAS, the Commission desires to approve the Agreement and recommend that the two Cities, through their City Managers, approve the Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION AS FOLLOWS:**

Section 1. That the Commission approves the three-year renewal Access Fee Agreement and recommends that the City Managers of the two Cities also approve such agreement and execute any documents necessary to effectuate the same.

Section 2. That this Resolution shall take effect as of the date and time of its adoption.


ADOPTED this 20th day of April, 2023.

Don Overcash, Chair of the
Northern Colorado Regional Airport Commission

ATTEST:

Secretary

APPROVED AS TO FORM:



Assistant City Attorney

ACCESS FEE AGREEMENT

THIS ACCESS FEE AGREEMENT, made and entered into this 18th day of May 2023 (“Effective Date”), is by and between the Cities of Fort Collins and Loveland, Colorado (the “Cities”) acting by and through the Northern Colorado Regional Airport Commission (“the Commission”) and **Aims Community College**, a Colorado Local District College under C.R. S. 23-71-101 et seq., hereinafter called “**Aims**.”

RECITALS

WHEREAS, the Cities operate a municipal airport within the City of Loveland in Larimer County, Colorado, known as the Northern Colorado Regional Airport located in Larimer County, Colorado (hereinafter, the “Airport”), pursuant to an Intergovernmental Agreement between the Cities of Fort Collins and Loveland, Colorado, dated January 22, 2015, as amended on June 7, 2016 and June 10, 2019; and

WHEREAS, Aims Community College (“Aims”) is the owner of real property at 6350 Aviation Circle, Loveland, Colorado, within the Loveland – Fort Collins Industrial Airpark Ninth Subdivision, commonly known as the Centrepont Business Airpark. Such real property is more particularly identified in the legal description attached hereto and incorporated herein by this reference as “Exhibit A” (hereinafter the “Property”); and

WHEREAS, the Property is subject to a Taxiway Improvement and Easement Agreement dated May 4, 1982, as amended (the “Taxiway Agreement”), entered into between the Cities and Aims’ predecessor-in-interest Triad Development Corporation. Such Agreement is attached hereto as “Exhibit B” and incorporated herein. The Property is within an area with access to the Airport “through the fence” (“Access Area”), and is subject to covenants and obligations set forth in the Taxiway Agreement; and

WHEREAS, the Cities and the Airport are subject to certain grant assurances by virtue of receiving financial support from the Federal Aviation Administration (“FAA”), as well as minimum standards for activities on the Airport; and

WHEREAS, the Cities and Aims entered into an Access Fee Agreement dated May 18, 2018, extended for an additional year on April 15, 2021 and April 15, 2022 (“Original Agreement”), for the payment of fees to access and use certain areas at the Airport in compliance with grant assurances; and

WHEREAS, pursuant to Article 1 of the Original Agreement, the term of the Original Agreement is effective for three (3) years with two (2) additional one (1) year renewal terms and should Aims wish to continue to operate its academic flight training program at the conclusion of the three (3) year term and any renewal terms, the parties may enter into a new agreement addressing access to the Airport and fees for such access; and

WHEREAS, the conclusion of the three (3) year term and the two (2) additional one (1) year renewal terms of the Original Agreement is May 17, 2023 and Aims desires to continue to operate an educational program on the Property that includes an academic degree program for professional flight training within the Access Area. Aims intends to continue to satisfy the Airport’s regulatory requirements from the Federal Aviation Administration’s grant assurances, specifically #22 - Economic Non-discrimination - by paying the same land lease fees and complying with the minimum standard requirements that are assessed to improvements and operators on the Airport’s property; and

WHEREAS, the Cities desire to accommodate, promote and enhance general aviation at the Airport, which includes Aims’ higher education flight training program, by continuing to provide Aims a variance to the

Taxiway Agreement prohibition against pilot training, and Aims desires to be assured of the Airport's continued availability as a base for aircraft and its operations; and

WHEREAS, the Cities and Aims are mutually desirous of entering into this Access Fee Agreement ("**Agreement**") with Aims Community College for the payment of fees to access and use of certain areas at the Airport in compliance with FAA grant assurances; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: INCORPORATION OF RECITALS AND TERM

The foregoing Recitals are incorporated herein by reference as though fully set forth.

Subject to the conditions set forth in this Agreement and unless earlier terminated pursuant to this Agreement, the Term of this Agreement shall be for three (3) years from the Effective Date ("Initial Term"), subject to appropriations as defined in Article 8.2, and may be renewed by the written agreement of the parties for two (2) additional one (1) year terms, so long as Aims is not in default of any terms of this Agreement. Aims shall provide written notice to the Cities of its intent to renew this Agreement no less than sixty (60) days prior to the expiration of the then-current term. Should Aims wish to continue to operate its academic flight training program at the conclusion of the Initial Term and any renewal terms, the parties may enter into a new agreement addressing access to the Airport and fees for such access.

ARTICLE 2: ACCESS FEE

2.1 Aims acknowledges the existence of the Taxiway Agreement. Aims further acknowledges and understands that the Taxiway Agreement imposes certain covenants and obligations on Aims as the owner of the Property, including the obligation of Aims to pay its proportionate share of costs for maintenance of the taxiway on the Airport also known as the "crosswind runway." The Taxiway Agreement permits the Cities to close access to the Airport "through the fence" if Aims or any other owner of property subject to the Taxiway Agreement defaults on such covenants and obligations.

2.2 Aims further acknowledges that the Cities are subject to numerous grant assurances as required by the Federal Aviation Administration ("FAA") which require the Cities to charge Aims a fee to operate its professional flight training program with through-the-fence access to the Airport such that the fee creates economic parity with businesses operating on the Airport property, further thereby creating a variance to the Taxiway Easement Agreement so that Aims can operate its educational program on the property.

2.3 In order to create the economic parity required by the FAA, Aims agrees to pay an access fee to the Airport based on the land lease fees paid by on-Airport businesses on a per square foot basis. Aims shall pay to the Cities during the Initial Term and any renewal terms an annual access fee (the "Fee") of \$32,663.42 per year, approximately \$0.485 per square foot for the 67,391 square feet of the Property (including the building footprint, ramp, and area surrounding the building footprint, as set forth in Exhibit A), subject to adjustment pursuant to Section 2.3.1.

2.3.1 Commencing on May 1st next occurring after the date of this Agreement, and on May 1st in each year thereafter during the remainder of the Initial 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. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers (CPI-U), All Items, for Denver-Aurora-Lakewood, CO as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. 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 publish the C.P.I., or this index, an equivalent or comparable economic index will be used.

2.3.2 The annual Fee payable hereunder may be paid in advance in annual installments due upon execution of this Agreement and on or before each anniversary date, or shall be paid in equal monthly installments on the first day of each month in advance at the office of the Airport Manager or at such other office as may be directed in writing by the Cities. Payments due to the Cities under this Agreement shall be paid without offset. In addition to any other remedies provided in this Agreement, in the event that any fee or charge set forth in this Agreement is not paid to the Cities within ten days of the date due, Aims agrees to pay a late charge of \$50.00 for each such late payment, and default interest shall accrue on such payment from the date the payment was due, at a rate of twelve percent (12%) per annum.

ARTICLE 3: COMPLIANCE

3.1 Aims acknowledges that the Cities have proposed or adopted rules and regulations with respect to the use of the Airport, and such rules and regulations may be amended, supplemented or re-enacted from time to time by the Cities provided that such rules and regulations apply generally to all similar occupants and users on the Airport. Aims agrees to observe and obey any and all such rules and regulations and all other federal, state and municipal rules, regulations and laws and to require its officers, agents, employees, students, contractors, guests and invitees, to observe and obey the same. In the event of a conflict between the provisions of Airport Rules and Regulations and this Agreement, the more stringent provisions shall control. This provision will include compliance with the Airport's Noise Abatement Plan as it now exists and as it may hereafter be amended or supplemented. The Cities reserve the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Nothing in this Article 3 shall be construed to limit the rights of Aims to file any action challenging the lawfulness of any such amendment, supplement or reenactment of any such rule or regulations, or to challenge the application of the same to Aims.

3.2 Aims shall take measures to insure safety and security in compliance with Federal Aviation Administration and Department of Homeland Security Transportation Security Administration Regulations and the Airport's Certification Manual and Security Plan, as they now exist or may hereafter be amended or promulgated. Aims shall comply with the Airport safety and security rules and regulations, as they now exist or may hereafter be amended or promulgated.

3.3 The use of any roadways or taxiways shall be subject to the Rules and Regulations of the Airport, which are now in effect or which may hereafter be promulgated, and subject to temporary closure, provided, however, that any closure shall be only for reasonably necessary or unique circumstances, and provided that fourteen (14) days prior written notice will be given to Aims relevant to any closure, unless such closure is necessary due to emergency. Aims, for itself, its officers, employees and authorized agents, hereby releases and discharges the Cities, the Commission, their officers, employees and agents, and all their respective successors and assigns, of and from any and all claims, demands, or causes of action which Aims or its authorized agents,

guests or invitees may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area. Aims shall not do or permit anything to be done which will interfere with the free access and passage of others to streets or roadways on the Airport.

ARTICLE 4: LIABILITIES, INDEMNITY, AND INSURANCE

4.1 The Cities shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Property, or the Airport, or as a result of any operations, works, acts or omissions performed on the Property, or the Airport, by Aims, its agents, servants, employees, contractors, or their guests or invitees. Aims shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Airport, or as a result of any operations, works, acts, or commission performed on the Airport, solely by the Cities and the Commission, their agents, servants, employees or authorized tenants, or their guests or invitees.

4.2 To the extent permitted by law, Aims agrees to indemnify, save and hold harmless, the Cities and the Commission, their officers, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including Cities' personnel, and damage to, destruction or loss of use of any property, including Cities' property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Aims, its agents, servants, employees, contractors, or its guests or invitees. Upon the filing with the Cities by anyone of a claim for damages arising out of incidents for which Aims herein agrees to indemnify and hold the Cities harmless, the Cities shall notify Aims of such claim and in the event that Aims does not settle or compromise such claim, then Aims shall undertake the legal defense of such claim on behalf of Aims and the Cities. It is specifically agreed, however, that the Cities at their own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Cities for any cause for which Aims is liable shall be conclusive against Aims as to liability and amount upon the expiration of the time for appeal.

4.3 Aims shall procure and keep in force during the term of this Agreement policies of Comprehensive General Liability insurance insuring Aims and the Cities against any liability for personal injury, bodily injury, death, or property damage arising out of the subject of this Agreement with a combined single limit of at least one million dollars or with a limit of not less than the maximum amount that may be recovered against the Cities under the Colorado Governmental Immunity Act, whichever is greater. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after ten (10) days prior written notice to the Cities. The policies shall be for the mutual and joint benefit and protection of Aims and the Cities and such policies shall contain a provision that the Cities, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Aims. Aims shall provide certificates of insurance, in a form acceptable to the Cities and marked "premium paid" evidencing existence of all insurance required to be maintained prior to the commencement of the Agreement.

4.4 Aims represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. To the extent permitted by law, Aims agrees to save and hold the Cities and the Commission, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or

copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Aims under or in any way connected with this Agreement.

4.5 Aims, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

4.5.1 No person on the grounds of race, color, disability or national origin shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in Aims' operation of its academic flight school on the Property and at the Airport;

4.5.2 That in Aims' operation of its academic flight school on the Property and at the Airport, no person on the grounds of race, color, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

4.5.3 That Aims shall use the Property and operate its academic flight school in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

4.6 In this connection, the Cities reserve the right to take whatever action they might be entitled by law to take in order to enforce this provision following the sixty (60) days prior written notice to Aims of any alleged violation. This provision is to be considered as a covenant on the part of Aims, a breach of which, continuing after notice by the Cities to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the Cities, at their option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce.

4.7 To the extent legally required and applicable, Aims assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, disability or sex, be excluded from participation in any employment activities covered in 14 CFR Part 152 Subpart E. Aims assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Aims assures that it will require that its covered sub organizations provide assurances to Aims that they similarly will undertake affirmative action program and that they will require assurances from their sub organizations, to the extent required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 5: GOVERNMENTAL REQUIREMENTS

5.1 Aims shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Aims' operations at the Property and on the Airport which may be necessary for such operations.

5.2 Aims shall pay all taxes, license, certification, permits and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Property or operation hereunder or on the gross receipts or gross income to Aims there from, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 6: CLOSURE OF ACCESS; DEFAULT; TERMINATION

6.1 Notwithstanding anything to the contrary in this Agreement and in addition to any other remedies the Cities may have, Aims acknowledges and agrees that the Cities may close Aims' access to the Airport through-the-fence for the following reasons: (a) default by Aims on payment of the Fee or of any terms, conditions or covenants of this Agreement; (b) failure by Aims to pay any amounts required of it to be paid under the Taxiway Agreement or to comply with any other terms, conditions or covenants of the Taxiway Agreement; (c) any requirement of the FAA; and (d) any circumstance under which the Cities believe closure is required for compliance with the FAA grant assurances. Should the Cities close access pursuant to this Paragraph 6.1, Aims expressly agrees that the Cities shall have no liability to Aims for any costs, damages, or any other potential loss due to closure of access to the Airport.

6.2 In the event of a default on the part of Aims in the payment of the Fee, the Cities shall give written notice to Aims and demand the cancellation of this Agreement, or the correction thereof. If, within sixty (60) days after the date the Cities give such notice, Aims has not corrected said default and paid the delinquent amount in full, then the Cities may, by written notice to Aims, terminate this Agreement.

6.3 Subject to the provisions of Section 6.1 above, this Agreement, together with all rights and privileges granted under this Agreement, shall terminate at the option of the Cities with prompt written notice to Aims upon the happening of any one or more of the following events:

6.3.1 The filing by Aims of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Aims' assets; or

6.3.2 Any institution of proceedings in bankruptcy against Aims; provided, however, that Aims may defeat such termination if the petition is dismissed within one hundred twenty (120) days after the institution thereof; or

6.3.3 The filing of a petition requesting a court to take jurisdiction of Aims or its assets under the provision of any Federal reorganization act which, if it is an involuntary petition is not dismissed within one hundred twenty (120) days after its being filed; or

6.3.4 The filing of a request for the appointment of a receiver or trustee of all, or substantially all, of Aims' assets by a court of competent jurisdiction, which if the request if not made by Aims is not rejected within one hundred twenty (120) days after being made, or the request for the appointment of a receiver or trustee of all, or substantially all, of Aims' assets by a voluntary agreement with Aims' creditors.

6.4 Upon the default by Aims in the performance of any covenant or condition required to be performed by Aims other than the payment of the Fee, and the failure of Aims to remedy such default for a period of sixty (60) days after mailing by the Cities of written notice to remedy the same, unless more extensive notice is otherwise provided for in this Agreement, the Cities may, by written notice of cancellation to Aims, terminate this Agreement and all rights and privileges granted hereby.

6.5 Upon the default by Aims, and the giving of notice of the default and cancellation by the Cities as provided for elsewhere herein, the notice of cancellation shall become final.

6.6 Subject to the provisions of Section 6.1, upon the cancellation or termination of this Agreement for any reason, all rights of Aims, its agents or employees, shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Property.

6.7 Failure by the Cities or Aims to take any authorized action upon default by Aims of any of the terms, covenants or conditions required to be performed, kept and observed by Aims shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Aims. Acceptance of the Fee by the Cities from Aims, or performance by the Cities under the terms hereof, for any period or periods after a default by Aims of any of the terms, covenants and conditions herein required to be performed, kept and observed by Aims shall not be deemed a waiver or estoppel of any right on the part of the Cities to cancel this Agreement for any subsequent failure by Aims to so perform, keep or observe any of said terms, covenants or conditions.

6.8 This Agreement will terminate at the option of Aims:

6.8.1 Upon the permanent closure of the Airport, the term "permanent closure" to mean for the purposes of this Agreement, the closure of the Airport for ninety (90) or more consecutive days;

6.8.2 The loss of the ability of Aims due to no significant fault of Aims to fly in or out of the Airport for reasons other than inclement weather, casualty or disaster, for a period of ninety (90) consecutive days; and

6.8.3 The default by Cities in the performance of any covenant or condition required to be performed by the Cities, and the failure of the Cities to remedy such default for a period of sixty (60) days after receipt from Aims of written notice to remedy the same, or default in the timely payment of any money due Aims and failure to cure such default within sixty (60) days after notice to the Cities. Notice of exercise of the option to terminate by Aims shall be given in the manner specified in Article 7 (Notices). In the event of Termination pursuant to this subsection 6.7.3, Aims shall be entitled to a refund of the pro-rated amount of any fees prepaid to the Cities, if any.

6.9 If Aims ceases to conduct its academic flight training program on the Property for a period of twelve (12) consecutive months, the Cities may terminate this Agreement by written notice to Aims given at any time while such cessation continues, unless Aims resumes such activities within sixty (60) days following receipt of written notice from the Cities of such intent to terminate this Agreement.

6.10 If Aims fails to obtain any required permit or other governmental approval for the use of the Property or operation of the academic flight training program pursuant to Section 5, within eighteen (18) months of the commencement date set forth in Section 1.1, or if Aims fails to maintain any such permits or approvals during the term of this Agreement, this Agreement shall terminate, unless cured by Aims within sixty (60) days following receipt of written notice from the Cities specifying the nature of such failure. Upon termination of this Agreement pursuant to this Section 6.9 and cessation of operation of its academic flight training program, Aims shall not be required to pay additional fees, but no refund shall be due to Aims of payments made by Aims pursuant to this Agreement.

ARTICLE 7: NOTICES

7.1 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, sent

by reputable overnight courier, 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; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic means, notice shall be deemed effective when received.

7.2 The notice addresses of the parties are as follows:

To the Cities: Northern Colorado Regional Airport Commission
Attn: Airport Director
4900 Earhart Drive
Loveland, CO 80538
Facsimile: (970) 962-2855
Email address: airport@cityofloveland.org

With a copy to: Loveland City Attorney's Office
500 E. Third Street
Loveland, CO 80537

To Aims: Attn: Vice President of Administrative Services
Company Name: Aims Community College
Address: 5401 W. 205h Street
City, State and Zip Code: Greeley, CO 80632
Email Address: chuck.jensen@aims.edu
Phone: (970) 339-6409

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 Legal Constraints. The parties recognize the legal constraints imposed upon the Cities by the constitutions, statutes, and regulations of the State of Colorado and of the United States, and imposed upon Loveland and Fort Collins by their respective charters and municipal codes, and, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

8.2 Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Cities or Aims, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6; Article V, Section 8 of the City of Fort Collins Charter; and Article X, Section 20 of the Colorado Constitution. The Cities nor Aims shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

8.3 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

8.4 Invalid Provisions. The invalidity of any provisions, articles, paragraphs, portions or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement. Furthermore, in lieu of such invalid provisions, articles, paragraphs, portions or clauses, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such invalid provision as may be possible and be legal, valid and enforceable.

8.5 Remedies to be Non-exclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Cities, or Aims, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy provided that the Cities' remedies in the event of default shall not exceed those set forth in this Agreement.

8.6 Non-liability of Individuals. No director, officer, agent or employee of the Cities shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. Except to the extent expressly provided for herein, no officer, agent or employee of Aims shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

8.7 General Provisions.

8.7.1 This Agreement shall construed in accordance with the State of Colorado and venue shall be in Larimer County, Colorado.

8.7.2 This Agreement is made for the sole and exclusive benefit of the Cities and Aims, their successors and assigns, and is not made for the benefit of any third party.

8.7.3 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

8.7.4 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

8.7.5 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

8.7.6 Nothing herein contained shall create, or be construed to create, a partnership, joint venture, agency or any other relationship between the Cities and Aims. The Cities and Aims each expressly disclaim the existence of any such relationship between them.

8.7.7 Cities have and may allow certain portions of the Airport to be used by others at any time and Aims shall not interfere in any manner with said other users or with the facilities granted to such other users or tenants. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Cities reserved the right to grant to others the privilege and right of conducting any

one or all of the activities specified herein, or any other activities of an aeronautical nature.

8.7.8 The time within which either party hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of or similar regulation or order of any governmental or regulatory body, war, enemy action, acts of terrorism, civil disturbance, fire, unavoidable casualties, or any similar occurrence.

8.8 Availability of Government Facilities. In the event the existence, maintenance or operation of air navigation aids or other facilities supplied or operated by the United States or the State of Colorado at or in conjunction with the Airport are discontinued, the Cities shall have no obligation to furnish such facilities.

8.9 Assignment. Neither party may assign this Agreement without the express prior written consent of the other party.

8.10 Authorized Representative. The Cities designate the Commission and the Airport Manager as its representatives who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Agreement.

ARTICLE 9: SUBORDINATION CLAUSES

9.1 This Agreement is subject and subordinate to the following:

9.1.1 The Cities reserve the right to develop and improve the Airport as they see fit, regardless of the desires or view of Aims, and without interference or hindrance by or on behalf of Aims.

9.1.2 The Cities reserve the right to take any action they consider necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Aims from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

9.1.3 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.

9.1.4 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 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, but such suspension shall not extend the term of this Agreement. Abatement of the Fee shall be reasonably determined by the Cities and Aims in proportion to the degree of interference with Aims' use of the Airport.

9.1.5 Except to the extent required for the performance of any obligations of Aims hereunder, nothing contained in this Agreement shall grant to Aims any rights whatsoever in the airspace above the Cities' Airport facilities other than those reasonably necessary to Aims' use of the Cities' Airport facilities and which are consistent with Federal Aviation Administration rules, regulations and orders currently or subsequently effective. Further, Aims' rights in airspace above the Airport and

the Airport facilities shall be not less than the rights therein by other users of the Airport and Airport facilities.

ARTICLE 10: ENTIRE AGREEMENT

This Agreement and the Taxiway Agreement constitute the entire agreement of the parties hereto and may be changed, modified, discharged or extended by written instrument duly executed by the Cities and Aims. The parties agree that no representations or warranties shall be binding upon the Cities or Aims unless expressed in writing.

ARTICLE 11: ELECTRONIC SIGNATURE. This Agreement may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF LOVELAND, COLORADO

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

CITY OF FORT COLLINS, COLORADO

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

AIMS COMMUNITY COLLEGE:

By: _____

Title: _____

APPROVED AS TO FORM:

Sandra Owens, Esq.
Counsel For Aims Community College

EXHIBIT A

**LOT 8, BLOCK 1, LOVELAND-FORT COLLINS INDUSTRIAL AIRPARK NINTH SUBDIVISION, LOVELAND,
COLORADO**

EXHIBIT B

AMENDED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT

This amended Agreement, made and entered into effective May 4, 1984, is by and between TRIAD DEVELOPMENT CORPORATION, INC., an Arizona Corporation (hereinafter referred to as "Triad"); the CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, and the CITY OF LOVELAND, COLORADO, a Municipal Corporation; and the FORT COLLINS - LOVELAND AIRPORT AUTHORITY, a Public Airport Authority (hereinafter referred to as "Owner"), which now operates the Fort Collins - Loveland Municipal Airport (hereinafter "Airport"), pursuant to the terms of an Agreement dated December 20, 1983 with the Cities of Loveland, Colorado, and Fort Collins, Colorado, who shall be deemed the "Owner" in the event the Fort Collins - Loveland Airport Authority ceases to operate the Airport.

WITNESSETH:

In consideration of the premises and covenants herein contained and payments to be made hereunder, the parties agree as follows:

1. Triad and the Cities have previously entered into a Taxiway Improvement and Easement Agreement dated May 4, 1982 which is recorded at Book 2172, Page 1459, Records of Larimer County Clerk and Recorder, hereinafter referred to as "Taxiway Agreement". This Agreement supersedes and supplants the said "Taxiway Agreement".

2. Taxiway Improvements. Triad is hereby authorized to construct upon the Loveland - Fort Collins Airport taxiway improvements located as shown upon Exhibit "1" attached hereto, to have a paved surface no less than forty feet (40') in width and be constructed substantially in accordance with Exhibit "2" or the then applicable (if different than Exhibit "2") Federal Aviation Administration design specifications at the time of construction for taxiways accommodating dual wheel gear aircraft with a maximum gross weight of 60,000 pounds, whichever specifications render the greatest load bearing capacity. Triad shall include in such construction reflectors or other FAA approved marking devices, other than lights, to mark the taxiway. A portion of the cost of such construction and marking shall be eligible for refunding in accordance with paragraph 3 below. Triad, in its discretion, and at its sole expense, may at anytime oversize the taxiway improvements but shall have no obligation to do so. All improvements shall be constructed in accordance with specifications and plans approved by the Owner, which approval shall not be unreasonably withheld.

2.1. Upon completion of the taxiway improvements, that portion of the taxiway which is to be used as a combination of temporary crosswind runway and taxiway shall be appropriately marked to designate such usage. The Owner anticipates at sometime in the future that a permanent crosswind runway will be constructed, but the Owner shall have no obligation to do so and the taxiway may be

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used indefinitely as a runway and taxiway. At such time as such permanent runway is completed, the taxiway improvements completed by Triad shall revert solely to taxiway use and the taxiway will be appropriately remarked at no cost to Triad or its successors or assigns.

2.2. The installation of the taxiway improvements shall be performed in a good and workmanlike fashion, and the contractor performing such work shall guarantee the materials and workmanship for a period of not less than one (1) year. The Owner shall have the right to inspect the work during construction and upon completion of the work. Upon its completion and provision to the Owner of evidence sufficient to show title to the work unencumbered by any encumbrances or liens, all such improvements located upon the Airport property shall thereupon be conveyed free of all liens and encumbrances to the Owner. Title shall vest in Owner upon acceptance of such conveyance by Owner, which shall not be unreasonably withheld.

3. Refunding. It is agreed that Triad shall have the right and opportunity to recoup a maximum of fifty percent (50%) of the costs eligible for refunding. In order to provide such reimbursement, at such time as any portion of the land within the "taxiway use zone" (as shown upon Exhibit "3"), is first leased by the governing body of the Fort Collins - Loveland Municipal Airport for use for aeronautical related activities, there shall be paid to Triad by the City a sum to be calculated by multiplying fifty percent (50%) of the cost of the taxiway improvements installed by Triad times a fraction in which the numerator is the square footage of the leased area, and the denominator is the total square footage in the taxiway use zone which the Owner plans to use or make available for use for aeronautical related activities.

3.1. The Owner agrees that, at the time any land in the "taxiway use zone" is first leased or improved for aeronautical activities, the Owner will define the area within the "taxiway use zone" which will be assessed for reimbursement. Such area will include all land within the "taxiway use zone" which will be reasonably expected to benefit from the taxiway improvements installed by Triad, but shall not include automobile service stations, rental auto offices, or public auto parking lots and roadways. The area so determined shall hereafter be called the "taxiway contribution area".

3.2. Triad shall, within one hundred and twenty (120) days after completion of any improvements constructed pursuant to this Agreement, supply to the Owner a statement of the total costs of such improvements, and support documentation if requested by the Owner.

3.3. The obligation of the Owner to provide reimbursement to Triad hereunder shall extend for a period of fifteen (15) years

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from the date of completion of the improvements, and shall terminate without any act of the parties at the expiration of said period unless extended in writing by the Owner.

4. Use and Fee Covenants. The real property being developed by Triad is known as the Loveland - Fort Collins Industrial Airpark, and certain portions of the Airpark shall have direct access to the taxiway improvements which are the subject of this Agreement. Those portions of the real property having such direct access are hereinafter referred to as the "taxiway access area" and are described as Block 3 of the Master Plan of the Loveland - Fort Collins Industrial Airpark, dated November 4, 1981, as revised December 15, 1981 (hereinafter "Master Plan"), and no amendment to such Master Plan shall affect the terms of this Agreement unless approved in writing by Owner. Triad agrees to impose covenants upon the taxiway access area, prohibiting uses of the property for commercial aeronautical activities (as hereafter defined), and prohibiting sale of aviation fuel to the public. Such covenants shall not prevent aeronautical uses which are secondary or incidental to the primary use of the property which is not a commercial aeronautical use, and shall not prevent any aircraft operator from adjusting, repairing, refueling, cleaning, and otherwise servicing his own aircraft. In the event such covenants or any other covenants or agreements required to be created by Triad pursuant to the terms of this Agreement are not recorded, then this Agreement shall be construed as creating such restrictions on the Taxiway Access Area. In the event of any conflict between such covenants and this Agreement, this Agreement shall control.

4.1. For the purposes of this Agreement, the following shall constitute "commercial aeronautical activities" if provided to the public: airtaxi, charter, and aircarrier service operations; pilot training; aircraft rental; aerial sightseeing, spraying, and advertising; aircraft sales and service; aircraft storage; sale of aircraft parts; repair and maintenance of aircraft; sale or dispensing of aviation petroleum products; rental of motor vehicles. The Owner shall have a right to inspection of the property and improvements in the taxiway access area for the purpose of insuring compliance with this Agreement.

4.2. The Owner covenants and agrees that no owner of property in said taxiway access area shall be charged any direct fee, rental, or other charge which is used to directly defray or directly reimburse any of the reimbursable costs of taxiway improvements installed by Triad in accordance with this Agreement.

5. Control of Access.

5.1. The parties agree that in the event that any party hereto, or the owners in the taxiway access area find it desirable to provide a means by which access between the taxiway access area and the Airport is controlled in order to protect and preserve the

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property and interest of the owners of land in the taxiway access area or to preserve the Owner's interest in protecting the general welfare and safety and the operation of the Airport, then the Owner may establish reasonable methods and procedures designed to insure that access to and from Airport facilities and the taxiway access area, by use of the taxiway improvements installed by Triad, may be gained only by the owners of property in the taxiway access area.

5.2. As a condition for access onto the Airport from the taxiway access area, each property owner or user shall be obligated to abide by the covenants placed upon the property by the owners. Further, as an additional condition for gaining access to the Airport from the taxiway access area, each property owner or user shall be prohibited from engaging in the commercial aeronautical activities described in paragraph 4.1 above on the property contained in the taxiway access area.

5.3. It is specifically understood and agreed that the provisions of this Section 5 shall be enforceable against each lot owner individually, or each person gaining access to the Airport from the taxiway access area.

6. Grant of Easement. The Owner agrees that upon commencement of the construction by Triad of the improvements described in this Agreement, the Owner shall forthwith execute and deliver to Triad an access easement in the form attached hereto as Exhibit "4". The time of commencement for such improvements shall occur at such time as required by the terms of the Subdivision Improvements Agreement effecting the taxiway improvements as entered into between Triad and the County of Larimer in connection with the approval by the County of Larimer of the Loveland - Fort Collins Industrial Airpark, and such Subdivision Improvements Agreement may hereafter be amended, extended, or modified, or May 4, 1988, whichever first occurs.

7. Maintenance. The Owner shall, subsequent to acceptance of the improvements by the Owner, maintain the completed improvements constructed by Triad on Airport land; however it is agreed that the costs of such maintenance should be shared equitably by property owners in the taxiway access area having a taxiway easement and others having access to the taxiway as follows:

7.1. The property owners in the taxiway access area shall be responsible for reimbursement to the Owner for that portion of the maintenance costs incurred subsequent to acceptance of the improvements by the Owner calculated by multiplying the total costs of such maintenance times a fraction whose numerator is the square footage of property in the taxiway access area adjacent to taxiway systems in the taxiway access area, and whose denominator is equivalent to the sum of the numerator plus the square footage of land in the "taxiway contribution area" (as defined in

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paragraph 3.1 above) which has been leased or improved by the Owner for use for aeronautical related activities on or before the time such maintenance costs are incurred.

7.2. Triad agrees to impose covenants upon the land in the taxiway access area requiring the property owners in that portion of the taxiway access area, subject to reimbursement of maintenance costs as set forth above, to provide payment monthly, or at longer intervals as may be selected by the Owner, to the Owner for the costs of maintenance as calculated in paragraph 7.1. above within thirty (30) days following written notification by Owner of the amount of costs for which they are responsible, together with supporting documentation. Such payments shall be collected by and remitted to Owner by a property owners association composed of those subject to the obligation for such reimbursement, which association Triad hereby agrees to create in connection with the covenants imposed. Failure of the Association to collect and pay over to Owner the maintenance assessments owing may, at the Owner's option, result in closure of the point of access to the taxiway until such assessments are paid.

7.3. "Maintenance" costs, for the purposes of this Agreement, shall mean all costs incurred by the Owner for snow removal, sweeping, repair, lighting, electricity, resurfacing, and all other expenses necessary to maintain such improvements.

8. Fuel Fees.

8.1. Each property owner located in the taxiway access area shall comply with the standards of construction and operation of self-fueling facilities, and remit to the Owner the fuel fees in the amount and fashion set forth in Exhibit "5"; provided that if there is hereafter established by the Owner different standards or different fuel fees for such operations on Airport property, then such different standards and fees shall be applicable to the property owners located in the taxiway access area.

8.2. Nothing herein shall be construed to prevent the Owner from imposing reasonable and fair fees, rates, tolls, and charges for the use of the Airport facilities except as is provided in paragraph 4.2 above.

8.3. Failure of any property owner or user to remit payment for said rates, fees, rental, or other charges imposed herein or by rule or regulation shall be grounds upon which the Owner can deny the same access to the Airport, in addition to all other remedies which Owner may have.

8.4. Upon request of the Owner, the Owner's Association, referred to in paragraph 7.2 above, shall collect the fuel fees payable pursuant to paragraph 8.1 and remit the same to the Owner. Failure

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of the Association to collect and remit such fees following request of the Owner, may, at the Owner's option, result in closure of the point of access to the taxiway until such remittance has been made.

9. Annual Fee. Triad shall, as further consideration to Owner for this Amended Agreement, make payment to Owner of the sum of One Hundred Dollars (\$100.00) annually until the taxiway improvements have been completed. The first such payment shall be made within thirty (30) days of the time that this Agreement has been executed by each party, and thereafter such payment shall be made on June 1 of each year in which this Agreement is in effect and the taxiway improvements have not been completed.

10. Aircraft Registration. The owners or pilots of all aircraft that are normally based, stored, or serviced shall register such aircraft with, and provide the Owner with such information as may be requested, on a form to be prescribed by Owner. In addition to any other remedy which may be available to the Owner against the person or persons failing to comply with this section, such noncompliance shall be grounds upon which the Owner may deny access to the Airport for the aircraft which have not been so registered.

11. Access Easement to Owner. Triad covenants and agrees that at such time as the taxiway easement described in paragraph 6 is granted by Owner, Triad shall provide for permanent access by Owner to the Airport lands lying North of the taxiway easement. Such permanent access may be in the form of dedicated public streets or rights-of-way, or by grant of a nonexclusive easement to Owner, for access along the Northern boundary of the land described in the Master Plan, or at such other location selected by Triad as will provide access from a dedicated and improved public road. Improvement and maintenance of any such access easement shall be the responsibility of Owner. Improvement and maintenance of any access street dedicated to the public in connection with subdivision of land in the Master Plan shall be in accordance with any requirements regarding the same established at the time of subdivision; provided that if Owner desires such street to be improved prior to the time the street would otherwise be required to be improved in connection with subdivision, then the cost and maintenance thereof shall be borne by the Owner.

12. Term, Effect, Integration, and Severability. This Amended Taxiway Improvement and Easement Agreement constitutes the entire agreement of the parties hereto and replaces and supersedes the Taxiway Improvement and Easement Agreement above identified which was entered into on May 4, 1982 between the Cities and Triad. This Agreement shall be recorded in the records of the Office of the Larimer County Clerk and Recorder, and the cost for such recording shall be paid by Triad.

12.1. The terms of this Agreement shall be binding upon and inure to the benefit of the successors, representatives, and assigns of

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the parties hereto, including each user or owner of property located in the taxiway access area.

12.2. This Agreement may be altered, amended, or otherwise revised only by written agreement of the parties hereto.

12.3. If any provisions, sentence, phrase, or word in this Agreement shall be determined to be void, invalid, or unenforceable by a final judgment of a court of competent jurisdiction, such determination shall not affect any other remaining provision, portion of provision, sentence, phrase, or word; provided that, notwithstanding the foregoing, should determination be made that taxiway access to the Airport from the taxiway access area of the Loveland - Fort Collins Industrial Airpark is not available in perpetuity, then the provisions regarding maintenance costs to be paid by property owners in the taxiway access area of the Airpark shall be deemed unenforceable and void.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first set forth above.

TRIAD DEVELOPMENT CORPORATION, INC.

By *Ralph Ogburn*
RALPH OGBURN, President
DATE: *Aug. 9, 1984*

ATTEST:

William E. Tracy
Secretary

CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By *Garry Horak*
MAYOR
DATE: *September 7/1984*

ATTEST:

Shirley Davis
Deputy City Clerk

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Approved As To Form:

John W. Hixson
City Attorney, City of Fort Collins,
Colorado

CITY OF LOVELAND, COLORADO,
A Municipal Corporation



By [Signature]
MAYOR
DATE: Sept 20, 1954

Approved As To Form:

[Signature]
City Attorney, City of Loveland,
Colorado

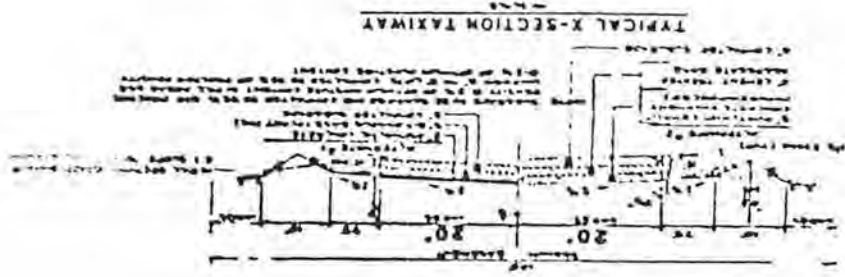
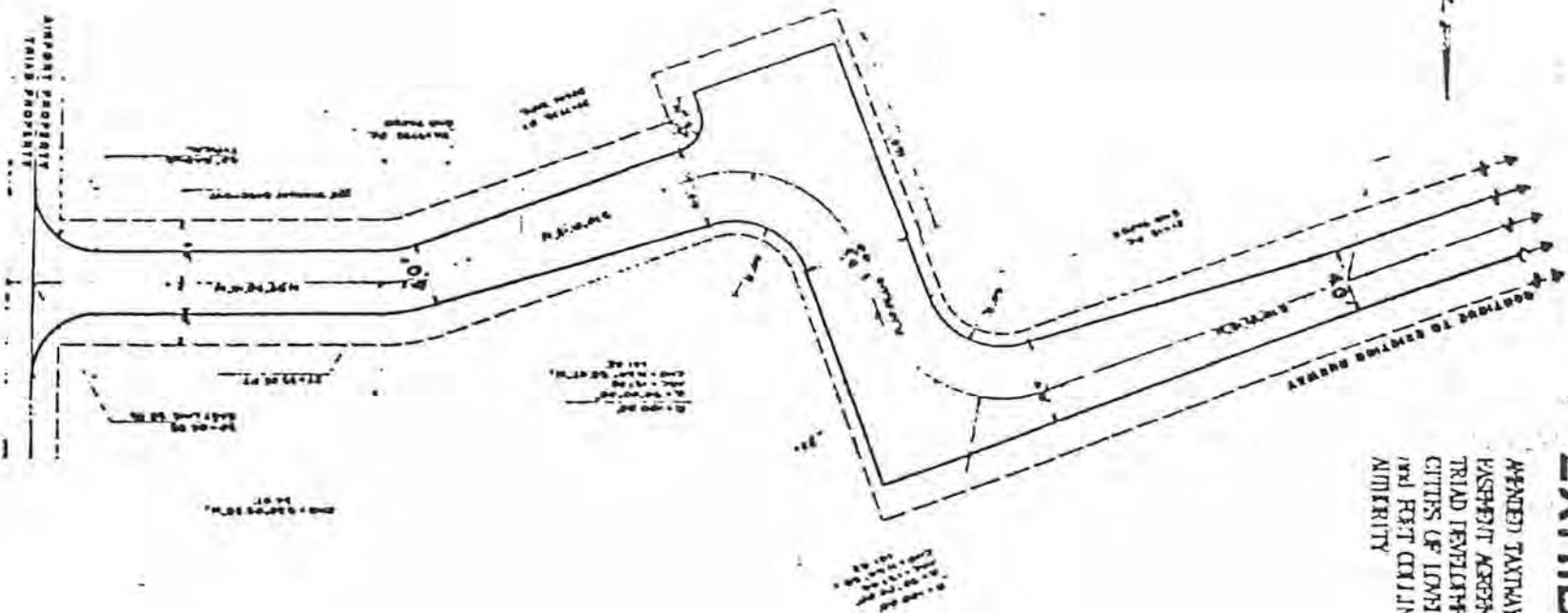
FORT COLLINS - LOVELAND AIRPORT
AUTHORITY, A Public Airport
Authority

By [Signature]
The Chairman of the Board of the
Fort Collins - Loveland Airport
Authority
DATED: 7/16/54

[Signature]
ATTEST
Secretary

EXHIBIT "2"

OPENED TAXIWAY IMPROVEMENT AND
EASEMENT AGREEMENT between
TRIAD DEVELOPMENT CORPORATION, INC.,
CITIES OF LOMBARD and FORT COLLINS,
and FORT COLLINS - LOMBARD AIRPORT
AUTHORITY





APPX. EXTENT OF AREA CONTRIBUTING TO TAXIWAY REPAYMENT

EXHIBIT "J" - REVISED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT between TRIAD DEVELOPMENT CORPORATION, INC.; CITY OF
 HICKORY and FORT COLLINS; and FORT COLLINS - LOWLAND AIRPORT AUTHORITY

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GRANT OF EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the City of Loveland, a Colorado municipal corporation, and Fort Collins, a Colorado municipal corporation (hereinafter referred to as "Grantors"), do hereby grant to Triad Development Corporation, Inc., an Arizona corporation, its representatives, successors and assigns, and any person or entity now owning or hereafter acquiring all or any portion of the property described in Exhibit "A" attached hereto (hereinafter collectively referred to as "Grantees"), a nonexclusive easement and right-of-way for aircraft and ground service vehicles into, upon, over, across, and through the following described real property:

TAXIWAY EASEMENT NO. 1

DESCRIPTION OF a 20 foot wide permanent taxiway easement with shortened and extended side lines to meet existing property lines as shown on the said accompanying plat attached hereto as Exhibit "B" and incorporated herein by this reference; located in the SE 1/4 of Section 28, T6N, R68W, of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the east line of the SE 1/4 of said Section 28, as bearing N 00°09'44" E and with all bearings contained herein relative thereto.

Commencing at the SE corner of the said Section 28, said point being the True Point of Beginning; thence, along the said east line, being the easterly line of the said 20 foot easement; N 00°09'44" E 2647.54 feet to the E 1/4 corner of said Section 28, said point being the Terminal Point of the said easement.

and;

TAXIWAY EASEMENT NO. 2

DESCRIPTION OF a 100 foot wide permanent taxiway easement with shortened and extended side lines to meet existing property lines and holding apron as shown on the said accompanying plat attached hereto as Exhibit "B"; located in the SE 1/4 of Section 28, T6N, R68W, of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the east line of the SE 1/4 of said Section 28 as bearing N 00°09'44" E and with all bearings contained herein relative thereto.

EXHIBIT "4" - AMENDED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT between TRIAD DEVELOPMENT CORPORATION, INC.; CITIES OF LOVELAND and FORT COLLINS; and FORT COLLINS - LOVELAND AIRPORT AUTHORITY

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Commencing at the SE corner of the said Section 28; thence, along the said east line, N 00°09'44" E, 1525.00 feet to the True Point of Beginning; thence, along the centerline of the said easement, N 89°50'16" W, 271.50 feet; thence, 35.15 feet along the arc of a curve to the left with a central angle of 20°08'31", radius of 100.00 feet and whose long chord bears S 80°05'28" W, 34.97 feet; thence S 70°01'13" W, 220.77 feet; thence, 157.08 feet along the arc of a curve to the right, with a central angle of 90°00'00", radius of 100.00 feet, and whose long chord bears N 64°58'47" W, 141.42 feet; thence, N 19°58'47" W, 150.00 feet more or less to the centerline of the existing unimproved cross-wind runway of the Fort Collins - Loveland Municipal Airport; thence, S 70°01'13" W, 2213 feet more or less to the centerline of the existing north-south taxiway, said point being the Terminal Point of the said easement.

together with aircraft and ground service vehicle access to all the taxiway and runway systems of the Fort Collins - Loveland Municipal Airport as they now, and hereafter may exist.

The easement and right-of-way herein granted shall be appurtenant to and benefit and run with the land described in said Exhibit "A", and to all persons using the taxiway and runway systems of the Fort Collins - Loveland Municipal Airport. Grantors and all persons using such taxiway and runway systems shall be subject to and shall comply with the rules and regulations as are now or may hereafter be established by governmental or quasi-governmental bodies having authority to control the use of the said Airport. Grantors reserve the right to use or grant to others reasonable additional uses of the said real property, including, but not limited to, utility and vehicle use which do not preclude the aircraft and ground service vehicle usage herein granted.

DATED this 4th day of September, 1984.

CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By Henry Horak
MAYOR

ATTEST:

Molly E. Davis
Deputy City Clerk

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STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing Grant of Easement was acknowledged before me by Gerry Noel, Mayor of the City of Fort Collins, Colorado, a Municipal Corporation, and attested to by the City Clerk of said corporation, on behalf of said corporation, this 14th day of September 1984.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES

My commission expires: AUGUST 1985



Deborah S. Costine
Notary Public
300 W. Laporte Avenue
Address Fort Collins, Co



CITY OF LOVELAND, COLORADO,
A Municipal Corporation

By [Signature]
MAYOR

[Signature]
City Clerk

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STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing Grant of Easement was acknowledged before me by Ray Reeb, Mayor of the City of Loveland, Colorado, a Municipal Corporation, and attested to by the City Clerk of said corporation, on behalf of said corporation, this 10th day of September, 1984.

WITNESS my hand and official seal.

My commission expires: 7-11-88



Robert P. Cotton
Notary Public
410 E 5 St; Loveland CO 80537
Address

APPROVED AND ACCEPTED BY:

BOARD OF THE FORT COLLINS -
LOVELAND AIRPORT AUTHORITY

By [Signature]
Chairman

ATTEST:

[Signature]
Secretary

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STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing Grant of Easement was acknowledged before me by A.R. Chamberlain, Chairman of the Fort Collins - Loveland Airport Authority, Public Airport Authority, and attested to by the Secretary of said Authority, on behalf of said Authority, this 18th day of July, 1944.

WITNESS my hand and official seal.

My commission expires: 8-5-87



Barbara Henson
Notary Public
P.O. Box 1208, Ft. Collins, Colorado
Address

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EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE
GRANT OF EASEMENT FROM THE CITY OF LOVELAND AND THE
CITY OF FORT COLLINS TO TRIAD DEVELOPMENT CO., INC.

The land benefited by the easement is all of that land shown as "Block 3" of the Master Plan dated November 4, 1981 and revised December 15, 1981 of the Loveland - Fort Collins Industrial Airpark, being the Amended Master Plan of the Mountain Air Industrial Park for lands located in the West Half of Section 34 and the Southwest Quarter of Section 27, all in Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado.

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EXHIBIT "5" TO AMENDED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT

FUEL FLOWAGE FEES AND REQUIREMENTS
FOR SELF-FUELING IN TAXIWAY ACCESS AREA

1. Fuel storage tanks shall have a minimum capacity of 15,000 gallons and shall comply with all applicable Federal Aviation Administration, National Fire Protection Association, and building and zoning standards and requirements.

2. Fuel from such storage tanks shall be restricted to use solely by the owners and occupants of real property in the taxiway access area, and no resale of the fuel to any other person or entity shall be permitted without the express written consent by the governing body of the Fort Collins - Loveland Municipal Airport or its designated representative or agent.

3. All persons performing the handling of fueling operations shall be adequately trained and qualified to perform such functions with skill and safety.

4. Except as may otherwise be provided in the Amended Taxiway Improvement and Easement Agreement to which this Exhibit "5" is attached, there shall be paid to the Owner the following fees:

4.1. A sum equivalent to six percent (6%) of the actual cost, or five cents (\$.05) per gallon, whichever is greater, of the fuel delivered each month to the storage facility. This charge shall hereafter be referred to as the "base fuelage fee".

4.2. In addition to the base fuelage fee set forth above, a "surcharge fuelage fee" calculated upon the differential between the actual cost of fuel delivered, and the "retail price of fuel". For purposes of calculation of this surcharge fuelage fee, "retail price" shall be defined as the mean retail price of fuel at Arapahoe County and Jeffco Airports during the thirty (30) days immediately preceding delivery of the fuel to the storage facility; and "fuel cost differential" shall be defined as the "retail price" minus the actual cost of the fuel delivered to the self-fueling storage facility. The Owner's good faith determination of such surcharge fuelage fee shall be binding on the parties. The surcharge fuelage fee shall be as follows: a) for the period commencing with the first day of the first month in which delivery of fuel is made to the storage facility, and through and including the last day of the next succeeding eleven (11) months, the fee shall be equivalent to a sum calculated by multiplying 0.48 times the fuel cost differential; and b) for the period commencing on the first day of the thirteenth (13th) month

2.0

through and including the last day of the twenty-fourth (24th) month following the first delivery of fuel to the facility, the surcharge fuelage fee will be a sum equivalent to 0.32 times the fuel cost differential; and c) for the period commencing with the first day of the twenty-fifth (25th) month and extending through the last day of the thirty-sixth (36th) month following the month of initial delivery of fuel to the storage facility, the surcharge fuelage fee will be a sum equivalent to 0.16 times the fuel cost differential; and d) there will be no surcharge fuelage fee following the expiration of the period set forth in subparagraph c) above.

4.3. If a sum calculated pursuant to paragraph 4.2 above is zero or negative, there shall be no surcharge fuelage fee for that month, and there shall be no reimbursement of any prior fees.

5. The base fuelage fee and surcharge fuelage fee are due and payable within ten (10) days following each fuel delivery to the fuel storage facility.

6. Each operator of a self-fueling facility in the taxiway access area shall provide a monthly report to the governing body of the Fort Collins - Loveland Municipal Airport reflecting the total amount fuel delivered to the storage facilities during the previous calendar month. Said report shall be delivered within five (5) working days of the end of each month commencing with the first month following initial delivery of fuel to the fuel storage facility.

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SECOND AMENDED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT

This Second Amended Agreement, made and entered into effective October 8, 1986, is by and between TRIAD DEVELOPMENT CORPORATION, INC., an Arizona Corporation (hereinafter referred to as "Triad"); the CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, and the CITY OF LOVELAND, COLORADO, a Municipal Corporation; and the FORT COLLINS - LOVELAND AIRPORT AUTHORITY, a Public Airport Authority (hereinafter referred to as "Owner"), which now operates the Fort Collins, - Loveland Municipal Airport (hereinafter "Airport"), pursuant to the terms of an Agreement dated December 20, 1983 with the Cities of Loveland, Colorado, and Fort Collins, Colorado, who shall be deemed the "Owner" in the event the Fort Collins - Loveland Airport Authority ceases to operate the airport.

WITNESSETH:

In consideration of the premises and covenants herein contained and payments to be made hereunder, the parties agrees as follows:

1. Triad and the Cities have previously entered into a Taxiway Improvement and Easement Agreement dated May 4, 1982 which is recorded at Book 2172, Page 1459, Records of Larimer County Clerk and Recorder, hereinafter referred to as "Taxiway Agreement". The parties entered into an "Amended Taxiway Improvement and Easement Agreement" dated May 4, 1984 which superseded and supplanted the said "Taxiway Agreement". This "Second Amended Taxiway Improvement and Easement Agreement" supersedes and modifies Exhibit "5" of the Agreement.

2. The following shall be adopted as the full text of Exhibit "5" of the "Amended Taxiway Improvement and Easement Agreement" dated May 4, 1984:

EXHIBIT "5" TO AMENDED TAXIWAY IMPROVEMENT AND EASEMENT AGREEMENT

FUEL FLOWAGE FEES AND REQUIREMENTS FOR SELF-FUELING IN TAXIWAY ACCESS AREA

1. Fuel storage tanks shall have a minimum capacity of 10,000 gallons and shall comply with all applicable Federal Aviation Administration, National Fire Protection Association, and building and zoning standards and requirements.

2. Fuel from such storage tanks shall be restricted to use solely by the owners and occupants of real property in the taxiway access area, and no resale of the fuel to any other person or entity shall be permitted without the express written consent by the governing body of the Fort Collins - Loveland Municipal Airport or its designated representative or agent.

3. All persons performing the handling of fueling operations shall be adequately trained and qualified to perform such functions with skill and safety.

4. Except as may otherwise be provided in the Amended Taxiway Improvement and Easement Agreement to which this Exhibit "5" is attached, there shall be paid to the Owner the following fees:

4.1. A sum equivalent to ten percent (10%) of the actual cost, or eight cents (\$0.08) per gallon, whichever is greater, of the fuel delivered each month to the storage facility. This charge shall hereafter be referred to as the "base fuelage fee".

4.2. In addition to the base fuelage fee set forth above, a "surcharge fuelage fee" calculated upon the differential between the actual cost of fuel delivered, and the "retail price of fuel". For purposes of calculation of this surcharge fuelage fee, "retail price" shall be defined as the mean retail price of fuel at Arapahoe County and Jeffco Airports during the thirty (30) days immediately preceeding delivery of the fuel to the storage facility; and "fuel cost differential" shall be defined as the "retail price" minus the actual cost of the fuel delivered to the self-fueling storage facility. The Owner's good faith determination of such surcharge fuelage fee shall be binding on the parties. The surcharge fuelage fee shall be as follows: a) for the period commencing with the first day of the first month in which delivery of fuel is made to the storage facility, and through and including the last day of the next succeeding eleven (11) months, the fee shall be equivalent to a sum calculated by multiplying 0.48 times the fuel cost differential. In the event evidence is presented by a property owner to the Owner conclusively showing that the property owner's actual fuel purchases from the FBO(s) on the Airport for the twelve month period prior to commencement of self fueling are less than 10% of the fuel sale revenue for the fuel class used by the property owner, then the Owner may, in its sole discretion, waive the surcharge fuelage fee for such property owner. No prior waiver or modification of the surcharge fuelage fee shall be construed as a policy, rule

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or regulation of the Owner with respect to other requests for waiver or modification of the surcharge fuelage fee.

5. The base fuelage fee and surcharge fuelage fee are due and payable within ten (10) days following each fuel delivery to the fuel storage facility.

6. Each operator of a self-fueling facility in the taxiway access area shall provide a monthly report to the governing body of the Fort Collins - Loveland Municipal Airport reflecting the total amount fuel delivered to the storage facilities during the previous calendar month. Said report shall be delivered within five (5) working days of the end of each month commencing with the first month following initial delivery of fuel to the fuel storage facility.

(END EXHIBIT "5")

3. Except as herein modified, the remainder of the terms of the "Amended Taxiway Improvement and Easement Agreement" are reaffirmed without modification.

IN WITNESS WHEREOF, the parties have executed this Second Amended Taxiway Improvement and Easement Agreement effective on the day and year first set forth above.

TRIAD DEVELOPMENT CORPORATION, INC.

By *Ralph Ogburn*
RALPH OGBURN, President
DATE: 12-18-86

ATTEST:

Barbara A. Van Hook
Secretary

CITY OF FORT COLLINS, COLORADO,
A Municipal Corporation

By *Bob Jenkins*
MAYOR
DATE: 12-29-89

ATTEST:

Molly Davis, Deputy City Clerk
Secretary

Approved As To Form:

Mary Ann Burke-Suit
Asst. City Atty.

48 4

City Attorney, City of Fort Collins,
Colorado

CITY OF LOVELAND, COLORADO,
A Municipal Corporation



By W. J. Reed
MAYOR
DATE: August 4-1987

Approved As To Form:

W. J. Reed
City Attorney, City of Loveland,
Colorado

FORT COLLINS - LOVELAND AIRPORT
AUTHORITY, A Public Airport
Authority

By B. R. R.
The Chairman of the Board of the
Fort Collins - Loveland Airport
Authority
DATED: 10 January 1990

ATTEST:
E. D. Hall
Secretary

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NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 6

MEETING DATE: April 20, 2023

PREPARED BY: Jason Licon, Airport Director

Aaron Ehle, Airport Planning & Development Specialist

TITLE

T-Hangar Lease Update with Consideration of Tenant Lease Proposal and Possible Executive Session Consistent with C.R.S. 24-6-402(4)(A), C.R.S. 24-6-402(4)(B), and/or C.R.S. 24-6-402(4)(E)(I)

RECOMMENDED AIRPORT COMMISSION ACTION

Staff requests direction on next steps

BUDGET IMPACT

Unknown

SUMMARY

On March 2nd, the Airport Commission took action to decommission the T-hangar units that are owned by the Cities and are rented to aircraft owners on a month-to-month basis. This difficult decision was made in response to safety and liability concerns that were identified during a structural analysis that was conducted during the recent hangar development request for proposals (RFP) investigation. Details on the decision are as follows:

- May 10 vacation deadline was established for the A and B hangars
- July 10 vacation deadline was set for the C hangars.
- Airport to provide funding for up to 6 months of tie-down funding at the Airport for affected tenants, and rent waived for the final month of occupancy.
- The Commission provided an opportunity for the affected tenants to present information and proposals at the next two Commission meetings to address the safety concerns and potentially delay the decommissioning.

On March 9th, a town hall meeting was held at the jetCenter hangar. Tenants and other stakeholders shared thoughts and ideas and Airport staff shared information and answered questions.

Discussion of the T-hangar decommissioning continued at the March 16th Commission meeting. Rick Turley, representing the tenants, presented a proposal outline with the goals of:

- Continuing to occupy the C hangars, while reducing the risk/liability to the Cities by conducting a more thorough investigation and mitigating deficiencies.
- Creating a transition plan to migrate the existing A and B hangar tenants to vacant C units.
- Ensuring the timely creation of a new T-Hangar site for future development

The Airport Commission took action to delay the hangar vacation deadlines by a month to allow Airport staff to work with City staff and the tenants to conduct a more thorough structural analysis of the C hangars and develop recommendations to present to the Commission.

In the past month, the Cities have contracted Civil Innovations, LLC, a civil engineering company, and Knott Laboratories, LLC, a forensic engineering firm, to conduct a facility condition assessment with an emphasis on life safety and to identify potential repairs to extend the service lives of the buildings. They recently inspected the two C hangar buildings and are preparing a report with their findings and recommendations. It is still unknown if the decommissioning of the C hangars will be extended. The Cities are moving forward with the decommissioning of the A and B buildings. Tenants of those buildings who are in compliance with their lease terms will be moved to the C buildings. The following map shows vacant units and units with tenants who are not in compliance with their lease terms.



ATTACHMENT

Tenant proposal from March 16

FNL ABC Hangar Proposal

March 16, 2023

Proposal Objectives

Airport/City

“address the Commission’s concerns related to safety and liability associated with the hangars.”¹

Tenants

Secure immediate relief from the planned hangar lease terminations

Provide long term plan to build on-airport hangars

1 Airport Commission Motion – Mar 2, 2023

ABC Hangar History - *Why Tenants are surprised*

Sept 2020	Airport Master Plan calls/budgets for demolition of A/B Hangars in 2025-2029 timeframe. "Demo Two Rows of T-Hangars and Construct 2 Large Corporate Hangars."
June 2021	jetCenter proposal calls for retrofit and/or demolition of ~20 hangars in 6 months, ~20 of C hangars in 5 years, remaining ~20 of C hangars in 9 years
Sept 2022	ditesco Engineering report published
Nov 2022	55% Hangar rent rate increase announced for 2023-2024
Dec 2022	Airport Commission votes to not award RFP, reviews Sept 2022 Engineering report and instructs Airport Management to "conduct a more detailed structural analysis with larger sample size."
Mar 2, 2023	Airport Commission votes to terminate city-owned hangar leases

Engineering Report - *We are proposing Maintenance, not Retrofit*

- "The purpose of this structural assessment is to visually observe the general conditions of the four T-hangar buildings." ... "The conditions observed in the select units were assumed to be representative of the hangars in their entirety."¹
- "It is highly anticipated that similar conditions exist throughout the remaining structure."²
- "Our work was not meant to be, nor was it a comprehensive structural evaluation of the existing, individual hangars. Our scope of work contained two primary tasks:
 - Complete a visual inspection of a sample of the hangars.
 - Prepare a technical memorandum summarizing our inspection and develop potential costs to retrofit the existing structures to extend their useful life 2 to 10 years."³
- "Building code requires that if a retrofit[†] is contemplated, the building (or those parts modified) would need to be improved to meet the current building code standards."³

1. ditesco "Background and Purpose" of initial report Sept 20, 2022
 2. ditesco Memo regarding request for additional inspection Feb 5, 2023
 3. ditesco Evaluation follow up memo March 7, 2023

[†] <noun> an act of adding a component or accessory to something that did not have it when manufactured.

Hangar Inspection Report - *Why C is different from A/B*

A Hangars

- 2 units inspected (#2/#5)
- "Structural members appear to be deflected or torqued."
- "Deflection of the upper roller track of the suspended hangar doors resulting in poor operation of the roller mechanism, on the sliding doors and sometimes leading to failure."

B Hangars

- 2 units inspected (#6/#8)
- "Structure is in poor condition, primarily due to the failed column to foundation connections."
- "The lack of connectivity poses a significant risk to the stored property and the human lives that access the hangars."
- "This risk is presumed to increase particularly under windy conditions."

C Hangars

- 2 units inspected (#2/#15)
- 7 years newer than "B" and 12 years newer than "A"
- "Poor structure condition with observations of corrosion"
- "Missing or corroded anchor bolts"
- No comments with regard to safety or liability

CTI|Thompson Walkthrough - *Why C is different from A/B*

WHO


- Wyatt Knutson, PE
- Vice President of CTI|Thompson
 - 20 years of experience in foundation and structural design

WHAT

- Toured all 6 hangars in ditiesco report plus 8 additional C hangars and 3 storage units
- With regard to C hangars, there is "nothing we can't fix."
- Work will comprise building maintenance including:
 - Replace missing/damaged tie rod connectors
 - Tighten tie rods using existing turnbuckles
 - Replace/repair foundation anchor bolts as needed

TIMEFRAME

- 2 weeks to get inspection proposal/sign contract
- 2-3 weeks to complete inspection and create report
- 1-2 weeks to locate/contract crew
- 6-8 weeks to complete maintenance

 ~4-6 months

Proposed Plan - C Hangars

Safety:

- Identify and perform required maintenance
- Conduct Regular Inspections

Liability:

Option I:

- Cities retain hangar ownership

Option II:

- Transfer hangar ownership to tenant association
- Tenants secure liability coverage as required by FNL standard land lease
- Negotiate lease terms (costs, length, end of life, ...)

STEP	ACTION
1	Conduct thorough engineering analysis of 4930 and 4960 Grumman "C" hangars - document plan
2	Form a Hangar Association comprising current and future occupants of "C" hangars - Bind liability coverage
3	Transfer ownership of "C" hangars from Airport/Cities to new Hangar Association
4	Execute "FNL Standard Land Lease Agreement"
5	Move aircraft from "A" and "B" hangars into "C" hangars as space is available. Locate additional on-airport storage.
6	Accelerate development of Airport desired T-hangar site into 2023
7	Accelerate publication of RFP to develop new T-hangars into 2023

Airport Commission Actions

#	Action
1	DELAY implementation of A/B/C Lease Cancellations
2	ENGAGE tenants providing input/feedback on plans to address liability
3	DIRECT airport management to contract and fund engineering study <u>and</u> find hangars for current A/B tenants
4	ACCELERATE infrastructure development for new T-Hangar site
5	REQUEST (or re-evaluate) RFPs for new T-Hangar development now



NORTHERN COLORADO REGIONAL AIRPORT

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ITEM NUMBER: 7

MEETING DATE: April 20, 2023

PREPARED BY: Jason Licon, Airport Director

TITLE

2023-2024 Strategic Plan

RECOMMENDED AIRPORT COMMISSION ACTION

Adopt the Strategic Plan as presented

BUDGET IMPACT

Not Applicable

SUMMARY

Strategic plans are a critical tool for policy makers to update and adopt on a regular basis. The purpose of this document is to clearly articulate the strategy for the operation and development of Northern Colorado Regional Airport and to outline the major work priorities for the next two years: 2023-2024. This plan was created by the Planning & Development Subcommittee and Airport Commission in late 2022 and early 2023. This plan is intended to guide the staff, the Planning & Development Subcommittee (PDSC), the Airport Commission, and Airport partners in moving toward our vision for the Airport's future.

Members of the Planning and Development Subcommittee and staff have worked since the January 19 Airport Commission facilitated strategic planning meeting to finalize the plan and create an Action Plan that incorporates discussion and feedback from Airport Commissioners. To reflect recent priority shifts the hangar related goals were shifted and the Gantt chart was also updated. Staff will walk Airport Commissioners through the final plan for adoption, with emphasis on the action plan of the document.

ATTACHMENT

2023-2024 Strategic Plan



NORTHERN COLORADO
REGIONAL AIRPORT

2023-24 STRATEGIC ACTION PLAN



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Northern Colorado Regional Airport Commission

Don Overcash – Chair – Loveland Mayor Pro Tem

Tom Fleming – Vice-chair - Fort Collins Appointed Citizen Member

Jeni Arndt – Commissioner – Fort Collins Mayor

Kelly DiMartino – Commissioner – Fort Collins City Manager

Steve Adams – Commissioner – Loveland City Manager

Jerry Stooksbury – Commissioner – Jointly Appointed Citizen Member

Curt Burgener – Commissioner – Loveland Appointed Citizen Member

Planning & Development Subcommittee

Jason Licon – Chair – Airport Director

Tom Fleming – Vice-chair - Fort Collins Appointed Citizen Member

Aaron Ehle – Member – Airport Planning & Business Development Specialist

Josh Birks – Member – Fort Collins Deputy Sustainability Director

Diane Jones – Member – Citizen Member

Troy Bliss – Member – Loveland Senior Planner

Scott Schorling – Member – Loveland Business Development Project Manager

James Hays – Member – FNL Pilots Association President

INTRODUCTION AND OVERVIEW

PURPOSE

The purpose of this document is to clearly articulate the strategy for the operation and development of Northern Colorado Regional Airport and to outline the major work priorities for the next two years: 2023-2024. This plan was created by the Planning & Development Subcommittee and Airport Commission in late 2022 and early 2023 and presented to the Airport Commission for input and feedback in February 2023.

This plan is intended to guide the staff, the Planning & Development Subcommittee (PDSC), the Airport Commission, and Airport partners in moving toward our vision for the Airport's future.

OVERVIEW

Northern Colorado Regional Airport (FNL) is centrally located in the Northern Colorado Front Range urban corridor. The region is a hub for a robust mix of residential, commercial, retail, logistics, technology, education and research, and aviation activity.

Located 55 miles north of Denver, the Airport is adjacent to the Interstate 25 and US Highway 34 travel corridors and is the closest airport to Rocky Mountain National Park. Approximately 827,000 people live, work, and play within 30 miles of the Airport.

With approximately 300 based aircraft and more than 100,000 annual operations, the Airport supports a wide range of commercial and general aviation activities. FNL is home to several flight schools and other aeronautical businesses. A 2020 study by the Colorado Department of Transportation estimated the economic impact of the Airport to be \$296 million annually.

VISION

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



MISSION

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

PART I:

STRATEGIC PLAN FOR NORTHERN COLORADO REGIONAL AIRPORT

The Strategic Plan is divided into three sections of increasing detail. Immediately following are the four major “Focus Areas” that support the vision and represent key areas of continuing concern and emphasis.

The second section on “Strategic Objectives” represents the desired outcomes necessary to support the Focus Areas in achieving the vision. While many can and should be completed in the two-year timeframe of this plan, some may extend further into the future or even be continuing areas of emphasis, much as are the Focus Areas themselves.

The third and final section is a compilation of “Projects & Action Items,” those specific items that need to be accomplished to achieve the desired outcomes detailed in Section 2. These are prioritized according to their overall importance to the Airport in the near term, factoring in deadlines, interdependencies, and anticipated resources.

FOCUS AREAS

Operation and development activities at Northern Colorado Regional Airport (FNL) fall into four general categories or Focus Areas. They are derived from previous facilitated strategic planning sessions held by the Airport Commission and are focused on a five-to-ten-year time horizon. These areas are:

- A. Safe, Secure, & Financially Sustainable Operations
- B. Multi-modal Transportation
- C. Economic Development & Impact
- D. Education, Training, and Innovation

The Focus Areas are overarching and intended to guide the realization of the vision of Northern Colorado Regional Airport. They are overlapping and mutually supportive. They are not prioritized, as they are all important.

Safe, Secure, & Financially Sustainable Operations - If an airport, like any public entity, is not both safe and secure, then little else matters. The Airport is committed to operating in a safe, secure, and effective manner in all areas, every day. It is managed in a financially sustainable way that ensures it has the necessary resources for ongoing operations and maintenance, while also being able to respond to unexpected events and changes in the industry.

Multi-modal Transportation - The Airport maintains critical infrastructure such as runways and taxiways and is a hub for many types of transportation: general and commercial aviation, private automobile, mass transit, rail, and combinations of these modes. In addition to the Airport infrastructure, FNL is located next to the busy transit corridors of Interstate 25 and U.S. Highway 34 and a Union Pacific rail line, opening possibilities for integrating transportation modes to meet the needs of residents and businesses as well as those from out of state.

Economic Development & Impact - The Airport supports a variety of aviation and non-aviation-related businesses. It plays a key role in supporting the economic vitality of the region and is an important transportation link for business, recreation, and tourism. Fostering partnerships is important to realize the Strategic Objectives.

Education, Training, and Innovation - Among other things, this plan is based on the proposition that this community, like most communities, would benefit significantly from enhanced focus on education, training, and innovation. The Airport, both because of its focus on aviation and its central location in Northern Colorado, seems ideal to hosting a variety of activities, facilities, and businesses that emphasize one or more of these areas. Additionally, the Airport is committed to incorporating new technologies and innovative approaches wherever and however they may benefit Airport stakeholders and the region.

STRATEGIC OBJECTIVES

This plan has developed a set of 10 Strategic Objectives in support of the four Focus Areas. Some of these objectives will support more than one focus area, a reflection of the interdependent nature of the Focus Areas.

The list of Objectives that follows outlines many of the outcomes necessary to realize the Airport's long-term vision. Obviously, some of these Objectives will be ongoing and few of them will be completed in the timeframe of this plan (2023-24). However, sufficient progress should be realized and measured by key performance indicators.

While all the Objectives are important, some are more important and/or more time sensitive than others. Thus, both the Strategic Objectives and Projects & Action Items are prioritized based on both their importance and the relative urgency of their accomplishment. Naturally, these priorities may change over time based on available resources and related circumstances.

The following guidelines were used to help identify and prioritize the Strategic Objectives and Projects & Action Items. They are not themselves prioritized.

- Advances the overall vision of the Airport.
- Enhances the economic impact of the Airport to the region.
- Supports the regional mindset that the Airport adds significant value to the community.
- Reflects thoughtful financial and environmental sustainability.

Strategic Objectives:

1. Construct commercial transportation support facilities that will attract scheduled airline services, expand multi-modal transportation options, and positively represent the region.
2. The Airport has exceptional safety and security practices.
3. The Airport has quality, sustainable, and well-maintained facilities.
4. The Airport maintains a well-developed land use plan and leasing policy for a range of aviation activities and business opportunities, characterized by capital improvement projects that reflect the Airport vision.
5. Off-site transportation facilities link seamlessly to the Airport and its flight operations, reflecting its status as a multi-modal transportation hub.
6. The Airport is a catalyst for and supporter of emerging technologies such as sustainable aviation fuel (SAF), electrification of aircraft, air traffic control alternatives, and Unmanned Aerial Systems (UAS).
7. The Airport and its immediate environs house and support businesses that provide and complement aviation services; create jobs and positive economic impact; attract technology, education, and research, and expand workforce skillsets to attract private investment.
8. The Airport is run efficiently and is financially self-sustaining for ongoing operational and maintenance. It is viewed as an asset and is appropriately supported by the FAA, State, County, owner Cities, and the public.
9. The Airport is supported by a team of well-trained, highly motivated, and appropriately compensated employees who operate in an efficient and consistently exceptional manner.
10. The Airport is engaged with the community and views of stakeholders, local businesses, and government entities are carefully considered and appropriately reflected in Airport operations and planning.

A matrix illustrating how these Strategic Objectives support the four Focus Areas can be found in Appendix B.

PROJECTS & ACTION ITEMS (2023-2024)

The following prioritized list of Projects & Action Items for 2023-24 is intended to highlight major projects or initiatives of high impact to the Airport. They describe broadly what needs to

be done to address the Strategic Objectives previously mentioned. Generally, they each have a specific start and finish point. Some of these projects can be completed in the two-year period of this plan, while others will be continued into the future as defined in future plans or in updates to this plan. In this section, they are briefly described, to include a short statement of WHY they made this “short list.”

In Part II of this Document, these items are displayed in a matrix which includes specific tasks and relevant information and is intended to track progress. They are listed in the order of their assigned importance at this time. This priority may change at any time in the next two years as circumstances dictate and the Airport Commission approves.

It must be noted that planning and executing the Projects & Action Items listed here comprise only a portion of the Airport staff’s, PDSC’s, and Airport Commission’s time and focus. A significant amount of Airport staff time and resources are dedicated to the safe, secure, and effective operation of the Airport. Airport operations are performed 365 days per year and must meet federal requirements, as well as adapt to seasonal weather conditions and changes in economic circumstances. Additionally, as experience demonstrates, there are always unanticipated requirements that arise without warning and that must be addressed. Though these other continuing requirements are not specifically listed in this plan, they are important and time consuming in their own right and reduce the time available to address these Projects & Action Items.

1. **Remote Tower** - Continue support for the project and FAA certification. Develop contingency plan(s) to ensure that air traffic control is provided at the Airport in the event that the Remote Tower project is unable to achieve operational viability/certification.

Why did this make the list: The Remote Tower is essential to airspace safety and efficiency and the return of commercial service. It is a new technology and there are few “champions” of this project outside of the Airport and the Colorado Department of Transportation (CDOT) Division of Aeronautics. Thus, we need to continue to educate the local public and government authorities at all levels to assure progress toward certification and continued federal funding support. Air traffic control services have been provided since March of 2020 using a temporary tower, resulting in increased safety and efficiency. Going back to being a non-towered airport is not an option. There is no guarantee that the Remote Tower will be a long-term solution, so alternatives need to be considered.



2. **New Terminal** - Finish the design, ensure financing, engage in the construction, and complete the terminal project by July 2024.

Why did this make the list: The federal funding for this project (\$17 million) has a firm timeline attached. Deadlines must be met, and funding lined up to complete this important project. It also provides a strong incentive for the return of commercial air service, will improve the experience of travelers, and impart a “warm Colorado welcome” to visitors.



3. **Commercial Air Service** - Secure a carrier for sustainable, high quality commercial air service.

Why did this make the list: Commercial air service is central to long-term sustainability and success of the Airport. The number of travelers seeking commercial air service continues to grow in our region, as does driving time to Denver International Airport. Commercial service at the Airport would benefit the citizens of our region as well as the local economy in general.

4. **Hangar Redevelopment** - Develop a plan for general aviation hangar redevelopment & replacement projects.

Why did this make the list: Hangar development and redevelopment are integral to the Airport’s 2020 Master Plan. The experience this past year with an unsolicited proposal, followed by the issuance of an RFP for hangar development created consternation among developers and other Airport stakeholders. That experience has signaled a need for a set of procedures to guide redevelopment and build-out of Airport hangars.

5. **Updated Land Use Plan and Leasing Process** - Develop a comprehensive land use plan that builds off the Airport Layout Plan (ALP) along with an infrastructure plan to encourage development of Airport property. Update policies and procedures for leases of Airport land to eliminate confusion and streamline the approval process.

Why did this make the list: Airport Commissioners have expressed the desire for a more detailed land use plan to guide development. The Airport has a relatively new issue of

having a lack of shovel-ready land for certain development types, which has been identified as a barrier to new development. Leases for development of Airport property are becoming more frequent, complex, and often contentious. We need to have policies and guidelines that are clear and consistent.

6. **Enhance/Increase Airport Staffing Support** - to meet the Strategic Objectives.

Why did this make the list: The Airport staff are the absolute key to achieving everything we hope to accomplish. Staff are the backbone with the expertise, relationships, and focus to accomplish our Objectives. Right now, they are absolutely “maxed out.” We must approach the Projects and Action items realistically in relation to the resources required and resources available.

7. **Runway 15-33 Widening Design & Construction** - Align resources and advocate for federal and state funding.

Why did this make the list: The project to widen runway 15-33 (the Airport’s primary runway) is a top priority in the 2023-24 Airport Capital Improvement Project Plan. Funding sources (federal, state, and local) are in place for this project’s design but not yet for the construction. This supports the operation of major commercial aircraft and enhances overall safety of Airport operations. It directly supports flight operations by major commercial carriers who are reluctant to operate from narrower runways.

8. **Governance Study** - Assess the effectiveness of the current governance structure, investigate other models, and provide recommendations.

Why did this make the list: Joint municipal ownership, as is the case with FNL, is rare. Since 2015, the Airport has been governed by a commission that was established through an intergovernmental agreement. As the Airport evolves into a regional multimodal transportation hub, it is important to evaluate the capabilities and limitations of this structure and to explore how other structures may be more beneficial to the Airport and Cities.

9. **Multimodal Links to Air Transportation Network** - Advocate for procedural and (if necessary) legislative changes to allow Landline/United passengers to complete security screening at FNL rather than at Denver International, thus facilitating direct transfer to departure gates at Denver.

Why did this make the list: Landline service to DIA continues to grow. Securing TSA security access at FNL would drastically reduce customers’ time to get to their gates and create a more convenient and attractive service.

10. **Community Engagement** – Communicate why the Airport is important, how it benefits the region, and what the long-term vision is. Create more promotional and event opportunities to increase the relevance of the Airport to the region (open houses, aviation days, static aviation displays, fly-ins, holiday themed events).

Why did this make the list: The Airport is a publicly owned and operated facility. It

supports a wide range of aviation activities and businesses. We should promote public awareness of the Airport and how it impacts work, travel, recreation, education, and business of the region.

11. **Technology and Innovation Center** – Engage in partnerships and encourage the development of a new Technology and Innovation Center on or near Airport property.

Why did this make the list: Part of the Airport’s vision and mission is to act as a catalyst for innovation and education, particularly supporting aviation-related technology and training. A technology and innovation center supports a wide range of community interests and adds value to the region.

PART II: AIRPORT ACTION PLAN

KEY PERFORMANCE INDICATORS

The following high-level outcomes are intended to help evaluate the overall success of the plan.

- 1. Remote Tower**

Critical air traffic control services are sustained at the Airport

2. New Terminal

The new terminal is constructed and deadlines for the use of federal funding are met

3. Commercial Air Service

The Airport has a commitment or statement of interest from a commercial air carrier

4. Updated Land Use Plan and Leasing Policy

Plan and Policy approved by the Airport Commission

5. Enhance/Increase Airport Staffing Support

Staffing analysis completed and approved by Airport Commission and submitted for budgetary appropriation

6. Runway 15-33 Widening Design & Construction

Design completed and funding is secured for 2025 construction start

7. Governance Study

Completed study with options and recommendations & Cities determine best path forward

8. Multimodal Links to Air Transportation Network

Demonstrate positive trends in multimodal ridership to/from the Airport

9. Community Engagement

Increased community understanding and support for the vision of the Airport

10. Technology and Innovation Center

Identify location(s) for facility and partner for a successful implementation

11. Hangar Redevelopment

Develop an infrastructure plan and create new sites for general aviation hangar development and create a plan to redevelop the T-hangar area

PART III: APPENDICIES

APPENDIX A: 2023-2024 CAPITAL PROJECTS

2023 ACIP Projects



2023

- 1 New Terminal Construction**
 - Cost: \$18,431,527
 - Funding Sources: Federal – CARES/BIL, State, Local
 - 2 Runway 15-33 Widening Design**
 - Cost: \$666,666
 - Funding Sources: Federal – AIP, State, Local
 - 3 General Aviation Hangar Area Environmental Review**
 - Cost: \$20,000
 - Funding Sources: Local
- Equipment Replacement: Operations Vehicle**
- Cost: \$40,000

2024 ACIP Projects




2024

- 1 New Terminal Construction**
 - Cost: \$1,111,110
 - Funding Sources: Federal – BIL, State, Local
- 2 Runway 15-33 Widening Construction**
 - Cost: \$13,854,972
 - Funding Sources: Federal – AIP, State, Local
- 3 Taxiway Stearman Upgrades**
 - Cost: \$300,000
 - Funding Sources: Local



- 4 Fuel Farm Capacity Expansion Environmental & Design**
 - Cost: \$250,000
 - Funding Sources: State, Local
 - 5 Taxiway B & D Reconstruct**
 - Cost: \$600,000
 - Funding Sources: Local
 - 6 General Aviation Hangar Area Design & Construction**
 - Cost: \$945,000
 - Funding Sources: Local
- Broom Truck SRE**
- Cost: \$400,000
 - Funding Sources: Local

APPENDIX B: STRATEGIC OBJECTIVES – FOCUS AREAS MATRIX

 NORTHERN COLORADO REGIONAL AIRPORT		Focus Areas			
		Safe, Secure, & Financially Sustainable Operations	Multi-modal Transportation	Economic Development & Impact	Education, Training, and Innovation
	Prioritized Strategic Objectives				
1	Construct commercial transportation support facilities that will attract scheduled airline services, expand multi-modal transportation options, and positively represent the region.				
2	The Airport has exceptional safety and security practices.				
3	The Airport has quality, sustainable, and well-maintained facilities.				
4	The Airport maintains a well-developed land use plan and leasing policy for a range of aviation activities and business opportunities, characterized by capital improvement projects that reflect the Airport vision.				
5	Off-site transportation facilities link seamlessly to the airport and its flight operations, reflecting its status as a multi-modal transportation hub.				
6	The Airport is a catalyst for and supporter of emerging technologies such as sustainable aviation fuel (SAF) and electrification of aircraft, air traffic control alternatives, and Unmanned Aerial Systems (UAS).				
7	The Airport and its immediate environs house and support businesses that provide and complement aviation services; create jobs and economic impact; attract technology, education, and research, and expand workforce skillsets to attract private investment.				
8	operational and maintenance. It is viewed as an asset and is appropriately supported by the FAA, State, County, owner Cities, and the public.				
9	The Airport is supported by a team of well-trained, highly motivated, and appropriately compensated employees who operate in an efficient and consistently exceptional manner.				
10	The views of stakeholders, local businesses, and government entities are carefully considered and appropriately reflected in Airport operations and planning.				

APPENDIX C: STRATEGIC ACTION PLAN GANTT CHART

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APPENDIX D: STRATEGIC ACTION PLAN REPORTING MATRIX

AIRPORT STRATEGIC ACTION PLAN FOR 2023-2024

#	Project	Task	Completion Target / Deadline	Progress	Status	Financial Estimates (not including staff time)			Staffing Lead & Support	Notes
						Cost	Budget	Delta		
1	Remote Tower	Continue moving program towards system certification							Jason/ CDOT Aeronautics	
		Develop talking points to support Tower ID appropriate officials to inform	5/2023	50%	On Track				Jason/ CDOT Aeronautics	
		Maintain direct contact with FAA officials & project team to advance project	Ongoing	N/A	On Track				Jason/ CDOT Aeronautics	
		Support vendor in achieving new visibility criteria	7/2023	50%	On Track				Jason/ CDOT Aeronautics	Preliminary reconfiguration testing is in process
		Identify ATC contingencies & opportunities for success							Jason/ CDOT Aeronautics	
		Continue advocating for inclusion in Federal Contract Tower Program once certified	Ongoing	0%	Contingent				Jason/ CDOT Aeronautics	
2	New Terminal	Create strategy for maintaining ATC if Remote Tower doesn't provide long-term solution	7/2023	0%	Contingent				Jason/ CDOT Aeronautics	This should not formally begin unless remote tower testing fails
		Finalize budget and resources for phase 1 construction	4/2023	100%	Complete				Jason	FC CC approval still officially pending- will resolve April 16
		Complete design & permitting	5/2023	66%	On Track	\$3,600,000	\$3,600,000		Jason/ Design Team	
		Construct building within funding deadline	7/2024	33%	On Track	\$18,100,000	\$18,100,000		Jason/ Design Team	
		Seek funding for landside components removed from scope		N/A	On Track				Jason	To be revised in 2023 ACIP
		Build a white paper that explains rationale behind this project	Ongoing	0%	Not Started				Jason	
3	Commercial Air Service	Build a white paper that explains rationale behind this project	6/2023	0%	Not Started				Jason	
		Develop briefing on benefits of commercial air service (and relation to terminal/Remote Tower/Runway widening) for Commission, Councils, etc.	6/2023	0%	Not Started				Jason	Dependent on Remote Tower, Terminal, Runway
		Continue communication with airlines and identify new potential contacts	Ongoing	N/A	On Track				Jason/Consultant	Dependent on Remote Tower, Terminal, Runway
		Apply for Small Community Air Service Development Grant (SCASDG) with U.S. Department of Transportation	5/2023	33%	On Track	\$250,000	\$0	-\$250,000	Jason	Preliminary investigations and planning complete, NOFO published due 5/17/23, need local grant match external of airport
		Increase air service development efforts							Jason	
		Hire staff/consultant for air service development	6/2023	0%	On Track	\$100,000	\$0	-\$100,000	Jason	Consultant contracts are approximately \$100K annually, starting to
4	Hangar Redevelopment	Validate market & create a community survey	3/2023	0%	Not Started	\$20,000	\$0	-\$20,000	Shawn/ Consultant	Financial estimate is based on a small outreach effort
		Create plan for existing Airport-owned T-hangers							Aaron	
		Determine the overall condition of the buildings and identify any potential safety issues	3/2023	100%	Complete				Aaron	
		Develop phased plan to vacate and decommission buildings	3/2023	100%	Complete				Aaron	
		Issue new RFP & marketing plan for redevelopment of area (may be beyond timeframe of this plan)	Contingent	0%	Contingent				Aaron	
		Facilitate new hangar development in NE area of the Airport to offset loss old T-hangers							Aaron	
5	Updated Land Use Plan and Leasing Policy	Conduct environmental review of new general aviation development site	7/2023	5%	On Track	\$20,000	\$20,000		Jason/ Consultant	
		Determine infrastructure needs and cost estimates	10/2023	0%	Not Started				Aaron/ Consultant	
		Construct infrastructure (if applicable)	Contingent	0%	Contingent				Aaron/ Consultant	
		Execute land leases for development	Contingent	0%	Contingent				Aaron	
		Determine who will create plans & policies	4/2023	100%	Complete				Aaron/ Jason	Present at March PDSC Meeting
		Create leasing policy							Aaron	
6	Enhance Airport Staffing Support	Develop a leasing policy for seasonal, non-seasonal, revenue sharing	3/2023	0%	Not Started	\$20,000	\$0	-\$20,000	Aaron	Cost TBD if outside support is needed
		Present policy to Airport Commission for review and approval	3/2023	0%	Not Started				Aaron	
		Develop land use plan							Aaron	
		Define detail of "land use" or "zoning" for proposed on-Airport development	5/2023	25%	On Track				Aaron	
		Create a map showing desired future use for undeveloped airport property	6/2023	10%	On Track				Aaron	
		Estimate infrastructure needs, costs, timelines	6/2023	5%	On Track				Aaron	
7	Runway E-33 Widening Design & Construction	Present plan to Airport Commission for review and approval	7/2023	10%	On Track				Aaron	
		Develop landside improvement plan	10/2023	0%	Not Started				Aaron	
		Reconcile through-the-fence agreements	11/2024	0%	Not Started				Aaron	
		Obtain grant funding for design	4/2023	100%	Complete				Jason	Obtained FAA & CDOT Grant offers, to be executed once funding is made available
		Complete design	6/2024	0%	Not Started	\$765,000	\$765,000	\$0	Jason /Consultant	
		Obtain grant funding for Construction (2025 construction)	03 2024	0%	Not Started				Jason /Consultant	
8	Governance Study	Form committee with representatives from each City	5/2023	100%	Complete				City Managers	Committee formed
		Define scope, secure consultant(s) & begin work	6/2023	25%	On Track				Committee/ Jason	
		Conduct study							Committee/ Jason	
		Develop budget & resources	5/2023	60%	On Track	\$50,000	\$50,000	\$0	Committee/ Jason	Applied for and received \$25,000 CDOT Aeronautics Grant
		Assess effectiveness of current governance structure	3/2023	0%	Not Started				Committee/ Jason	
		Investigate other governance structures	3/2023	0%	Not Started				Committee/ Jason	
9	Multimodal Links to Air Transportation Network	Create financial models	10/2023	0%	Not Started				Committee/ Jason	
		Provide recommendations to the Commission/Councils	10/2023	0%	Not Started				Committee/ Jason	
		Work with Landline & TSA to determine obstacles							Jason/ Landline	
		Develop Talking Points to support this & identify appropriate officials to push them	5/2023	60%	On Track				Jason/ DEN/ Landline	
		Obtain TSA support for Airport standard operating procedures	10/2023	50%	On Track				Jason/ Landline / Consultant	
		Advocate for legislative changes on security and enhancement qualifications	Ongoing	N/A	On Track				Jason	COL Transit has identified this as a future bus stop in their planning
10	Community Engagement	Link transit services to new terminal (City supported when demand warrants)	04 2024	20%	On Track				Jason	
		Form group to study opportunities, obstacles, & approaches	7/2023	0%	Not Started				Jason/ Shawn	
		Identify promotional & event opportunities	Ongoing	N/A	On Track				Shawn	
		Participate in area events to educate the community	Ongoing	N/A	On Track				Shawn	
		Create a transportation hub brand for the Airport	11/2023	0%	Not Started	\$25,000	\$25,000	\$0	Shawn	Hire PR Firm to assist
11	Technology & Innovation Center	Partner with Aims/other area educational institutions and/or companies to expand on education and training opportunities	7/2023	N/A	On Hold				Jason/ Aaron	
		Clarify roles & responsibilities for support	6/2023	0%	Not Started				Aaron	
		Understand needs and expand on site options	03 2023	25%	On Track				Aaron	
		Attempt to determine the level of public support for this facility	03 2023	0%	Not Started				Aaron	