



NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

MEETING AGENDA THURSDAY AUGUST 17, 2023 3:30PM – 5:00PM

CALL TO ORDER

ROLL CALL

INTRODUCTION OF NEW COMMISSIONER

PUBLIC COMMENT

CONSENT AGENDA

1. JULY 20 MEETING MINUTES – P. 2
2. JULY FINANCIAL STATEMENT – P. 6
3. JULY DIRECTOR'S REPORT – P. 8
4. ELECTRIC EASEMENT – AERO FNL – P. 27
5. LEASE EXTENSION REQUEST – 5247 NORTHROP – P. 33
6. LEASE EXTENSION REQUEST – 5249 NORTHROP – P. 36
7. LEASE EXTENSION REQUEST – 5247 BEECHCRAFT – P. 39
8. LEASE EXTENSION REQUEST – 5248 BEECHCRAFT – P. 44
9. LEASE EXTENSION REQUEST – 5245 BEECHCRAFT – P. 46
10. LEASE EXTENSION REQUEST – 5020 GRUMMAN – P. 48

APPROVAL OF CONSENT AGENDA

AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

REGULAR AGENDA

11. LANDLINE CONTRACT AMENDMENT – P. 50
12. PDSC MEMBERSHIP – P. 79
13. AIRPORT FINANCIAL OVERVIEW – P. 81
14. BUSINESS FROM MEMBERS

PULLED CONSENT AGENDA ITEMS

ADJOURN

Meeting Planning Calendar

September 21

- Governance Study Update
- FCLWD Water Line Easement
- Preliminary Budget Presentation

October 19

- 2024 Budget Adoption
- 5-Year Capital Improvement Plan Draft Review

November 16

- Capital Improvement Plan Adoption
- Remote Tower Project Update
- Legal: Commission Roles and Responsibilities Training

Please Print Your:

ORGANIZATION

Joyce Robinson	City of Loveland
Robert Caemerosino	LFRA
Jacki Marsh	City of Loveland
Dallas Helgell	BizWest
Danny McHinn	jetHentz.
Scott Schuch	City of Loveland
Scott Holst	Discovery Air
Ryan Malarkey	City of Fort Collins
Cameron Singh	Discovery Air
Nicole Yost	City of Loveland
Deane Jensen	PDSe



Meeting Minutes for July 20, 2023

CALL TO ORDER Chair Overcash called the meeting to order at 3:32 p.m.

ROLL CALL Chair Overcash and Commissioners Arndt, Burgener, and Stooksbury were present. Commissioners DiMartino, Adams, and Williams were absent.

PUBLIC COMMENT None present

CONSENT AGENDA

Commissioner Stooksbury moved to approve Consent Agenda items 1-7, and remove item 8 from the consent agenda so that it could be discussed in more detail under agenda item 11. Chair Overcash approved moving item 8 to be discussed as part of item 11. The motion, seconded by Chair Overcash, carried with all Commissioners present voting in favor thereof.

Pulled Items: 8

Consent Follow up: Item 8 to be discussed as part of item 11.

Public Comments: None

MONTHLY REPORT The Remote Tower project is moving forward with equipment installations and the system design approval process.
Rotary broom pickup from Sun Valley Airport is scheduled.
City staff determined that it would not be cost-effective to convert the existing hangars into hail structures.
Construction on the new terminal begins on July 24th.

REGULAR AGENDA

9. Airport Tax Report Aaron Ehle, Airport Planning and Development Specialist, presented this item and provided handouts to Commissioners and members of the public, summarized:

The City of Loveland is not able to provide sales tax revenue data for individual businesses or small groups of businesses, but they do release the data based on geographical areas. There are 25 businesses collecting sales tax in the area designated as "Airport" which generated \$1,271,496 in 2022, but most of this is related to businesses that are not located on Airport Property.

The 2021, Loveland generated \$35,688 and Larimer County generated \$83,183 in property tax revenue from on-Airport businesses. An updated chart with 2022 figures was shared that showed Loveland generated \$47,789 and Larimer County generated \$112,091 in property tax revenue from on-Airport businesses.



Commissioner Arndt appreciated knowing more about what airport revenue is going into Loveland's general fund and how much of that is being returned to the airport.

**10. T-Hangar Repair
and
Decommissioning
Recommendations**

Dave Ruppel, Airport Director, presented this item, summarized:

A Hangar Recommendation: The team is working on demolition plans and a schedule and estimate is expected in early August.

B Hangar Recommendation: During the last Commission meeting the Commission advised the team to determine if the B hanger could be repurposed as a hail shelter. Building officials confirmed that if these modifications are made, the hangers would have to be brought up to code because more than 50% of the structure would have to be modified. This requirement makes modifications to the B hangers not practical. It is staff's recommendation to demolish the B hangers.

C Hangar Recommendation: Staff recommends moving forward with the necessary repairs and continuing to rent the hangars on a month-to-month basis to the current tenants for no longer than three years from the date the repairs are completed. The team is working on putting the bid package together for the repairs to the C hangars. We anticipate the bid will be released in late August.

Commissioner Stooksbury questioned the timing on the month-to-month hangar leases which stated "no longer than three years from the date that repairs are completed" and requested that the wording on the agreements be changed.

Chair Overcash clarified that the agreements would be evaluated each year and three years would be the minimal expectation.

Staff agreed to change the wording to state "at least three years" on the agreements.

**11. Business from
Members**

Regarding pulled consent agenda item 8, Commissioner Stooksbury stated that no Commission members are currently serving on the Planning and Development Subcommittee.

Chair Overcash questioned whether there is a limit on the number of people who can serve on the PDSC.

Staff determined that the charter does not specify the number of subcommittee members nor that a Commissioner must sit on the Subcommittee.



Commissioner Stooksbury requested that the process be more formalized in the charter and clarify whether a Commissioner must serve or sit in a Chair/Vice Chair position.

Chair Overcash suggested bringing this topic back as an agenda item at a future meeting.

Diane Jones, PDSC Member, stated that it has been helpful to have a representative from the Commission serving on the PDSC in the past.

Commissioner Stooksbury moved to allow Tom Fleming to continue serving on the PDSC. The motion, seconded by Commissioner Arndt, carried with all Commissioners present voting in favor thereof.

Public Comment: Scott Holst, Discovery Air, read a statement to the Commissioners to commend the new member selection of Michael Williams, support moving forward with the remote tower project by relocating the mobile tower, and encourage the development of a parallel runway. The U.S. Customs offices are complete, signs have been ordered for the building, and the position for an agent has been posted. The Communication and Engagement Director will be notified once a date for the opening of the office is determined.

ADJOURNMENT Chair Overcash adjourned the meeting at 4:14 p.m.

Respectfully Submitted,

Commission Chair, Don Overcash



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: August 17, 2023

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

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 June include:

- The monthly statement indicates just over \$8.68 million within the net position available for use. This amount includes \$6 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 and input in the account, \$2 million for the local matching contribution, and \$2 million in City Contributions.
 - An accurate net position available for use is \$2.68 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.

ATTACHMENT

Preliminary monthly financial statement for July



NORTHERN COLORADO REGIONAL AIRPORT

Airport Statement of Revenues and Expenses

From 01/01/2023 - 7/31/2023

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	126,925	140,293	148,750	255,000	50%
FBO Rent	54,933	54,933	54,914	94,134	58%
Gas and Oil Commissions	147,735	177,840	110,831	190,000	78%
Aviation Fuel Tax Reimbursement	137,100	114,708	97,125	166,500	82%
State Aircraft Fuel Tax	86,513	83,148	78,750	135,000	64%
County Aircraft Fuel Tax	50,587	31,560	18,375	31,500	161%
Land Lease	363,623	307,793	291,669	500,000	73%
Land Lease PD Training Ctr	206,086	188,626	228,438	391,600	53%
Terminal Lease and Landing Fees	16,576	3,063	7,238	12,400	134%
Terminal Lease and Landing Fees	2,546	2,947	3,332	5,700	45%
Concessions	14,031	117	3,906	6,700	209%
Parking	0	0	0	0	0%
Miscellaneous	34,181	59,344	84,525	144,900	24%
TOTAL OPERATING REVENUES	1,087,159	1,046,601	1,023,490	1,754,534	62%
OPERATING EXPENSES					
Personal Services	509,182	422,970	635,565	1,089,540	47%
Supplies	50,801	55,958	76,826	124,900	41%
Purchased Services	201,985	233,914	869,208	1,496,860	13%
TOTAL OPERATING EXPENSES	761,968	712,842	1,581,599	2,711,300	28%
OPERATING GAIN (LOSS)	325,191	333,759	(558,109)	(956,766)	
NONOPERATING REVENUES (EXPENSES)					
Passenger Facility Charge	0	0	0	0	
Interest Income	31,099	13,029	29,750	51,000	61%
Capital Expenditures	(627,697)	(663,050)	(18,020,142)	(30,891,667)	2%
TOTAL NONOPERATING REVENUES (EXPENSES)	(596,598)	(650,021)	(17,990,392)	(30,840,667)	
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(271,407)	(316,262)	(18,548,501)	(31,797,433)	
Capital Contributions	1,155,730	900	18,228,000	31,248,000	4%
CHANGE IN NET POSITION	2,884,323	(315,362)	1,679,499	1,450,567	
NET POSITION, Beginning	21,237,480	19,864,422			
NET POSITION, Ending	24,121,803	19,549,060			
Investment in Capital Assets	15,440,026	15,805,175			
Net Position Available for use	8,681,777	3,743,885			



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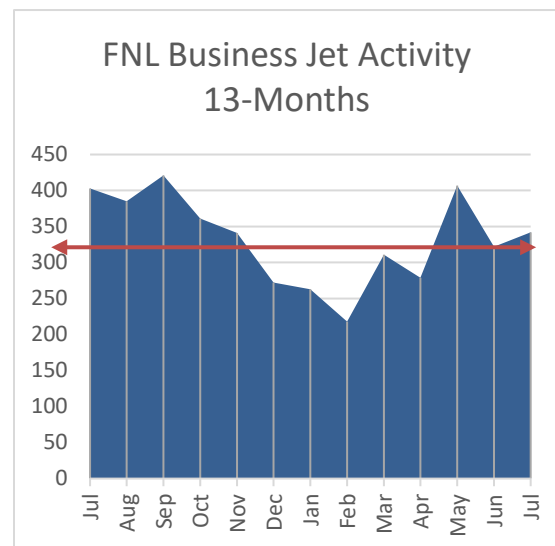
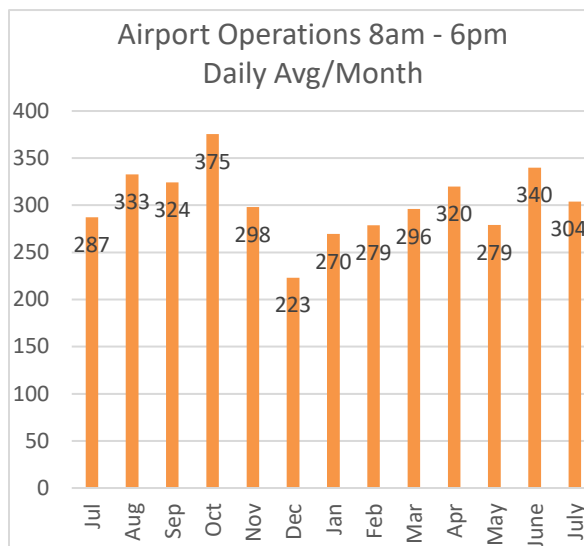
Date: August 17, 2023
To: Northern Colorado Regional Airport Commission
From: David Ruppel, Airport Director
Re: August Airport Report

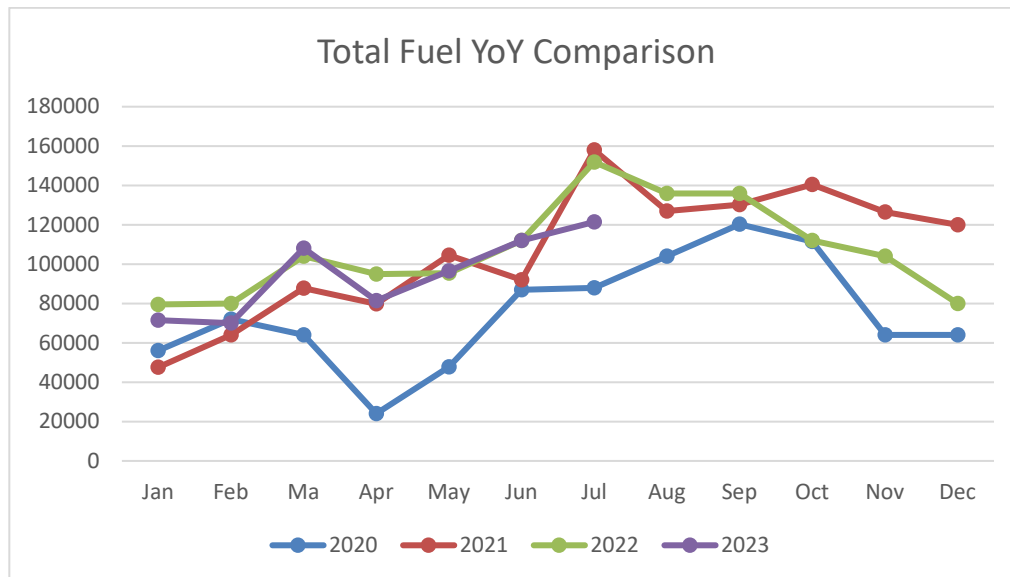
Report Highlights

- The Airport is working with the City Engineer to finalize the RFP for repairs on the C-hangars and bid packages for demolition of the A and B hangars. Both are expected by the end of August.
- The Remote Tower project team expressed its confidence in the system developer, Searidge Technologies, completing the required work to move the system back into the certification process. The mobile tower will remain in place as long as it is needed.
- Construction begins on the Terminal project.
- The pickup schedule for the Sun Valley Idaho Airport snow broom, valued at \$579,000, has been postponed pending Loveland City Council approval of the donation on September 5th. A team from FNL and the City of Loveland Fleet Department will travel to Sun Valley to verify the condition of the equipment and the shipping company's tiedown procedures and then the equipment will be transported to FNL.

Airport Activity Dashboard

- Flight operations for the month of July averaged 304 per day, and the twelve-month rolling average is 301.
- Wholesale fuel ordered by the jetCenter FBO was 128,633 gallons for the month of July, a decrease of 20% compared to the previous July at 159,388 gallons, likely attributable to the bad weather we have had this July.
 - Total year to date fuel for jetCenter is down 14% year over year.
 - Total fuel flowage through July is 716,292 gal compared to 828,408 gal in 2022
- Business jet activity for June compared to the same month in 2022 dropped by 24% to 285 operations from 375.





Airport Owned T-Hangars Update

We are in the final review stage for the C Hangar RFP release and expect it to be released in the next two weeks. The Loveland City Engineer is developing the Bid package for the A and B Hangar demolition, and we expect release of that bid package before the end of the month.

Remote Tower

In recent meetings with the Remote Tower Project Team, the Team reiterated their confidence in and support for the project and for Searidge, the system developer, to be able to complete the necessary upgrades and the System Design Approval (SDA) process. The SDA process is expected to be completed by the end of October. Once the SDA is complete the FAA will be able to restart the operational testing and evaluation for the goal of system certification.

The Stop Work Order that was extended to the end of October prevents the FAA from paying Searidge until Searidge completes the equipment upgrades and the SDA process. The FAA is using the Stop Work Order to incentivize Searidge's completion of this work. The Stop Work Order does not directly impact the mobile tower.

The FAA has committed to supporting the mobile tower operations throughout the Remote Tower certification process. They would continue to support the mobile tower to provide coverage even in the unlikely event that the project was cancelled for at least five years, allowing the Airport time to go through the process for a conventional tower. If that process took longer than five years, the FAA would continue to provide the coverage to meet the safety and risk requirements for the Airport.

All costs for the Remote Tower project have been borne by CDOT and the FAA to date and both are confident that the project will be successful. The mobile tower will remain operational at FNL until either the Remote Tower is certified, or an alternate tower is constructed.

Terminal

Construction began on July 24th and is expected to be completed in late 2024. FNL is working closely with Hensel Phelps, the contractor doing the actual construction, to establish an overflow parking lot to help with the loss of parking slots resulting from the construction. The new lot will be constructed using asphalt millings supplied from a City street project and will add 100 additional parking slots. The City is

assisting with the construction of the lot.



Overflow lot construction.





Mobile Tower Relocation

FNL staff met with Serco and FAA representatives to discuss the Line of Sight (LoS) issue for the mobile tower. The issue is a result of the Terminal construction and will continue after the Terminal is completed. This does not affect the Remote Tower system and will not be an issue once the Remote Tower is back on-line. Additionally, we discussed with the Tower Supervisor that the LoS issue really only affects the eastern most 700 feet of 6/24 and so, does not require a full runway closure but only a displaced threshold on that end. We are working with the tower to NOTAM it accordingly. The FAA and SERCO are holding a Safety Risk Management Panel on the 23rd to review the issue and determine if there is anything that we have collectively missed.

We are also working with SERCO and the FAA to determine if it is possible to add a STARS Radar repeater to the mobile tower cab. This will also require a Safety Risk Review and we are hopeful that recent technical changes to the system will make this possible.

Airport Equipment Donation

Airport staff will pick up the Sun Valley Idaho Airport snow broom, valued at \$579,000, in early



September. This has been postponed to allow Loveland City Council to approve the donation at the September 5th Council Meeting. A team from FNL and the City of Loveland Fleet Department will travel to Sun Valley to verify the condition of the equipment and the shipping company's tiedown procedures and then the equipment will be transported to FNL. This rotary broom will be a significant addition to FNL's snow removal capability.

Airport Scheduled Events

- August 12 Aims Aviation Day
- August 16 - 2024 Budget Review Workshop

- September 13-15 CAO A Airport Training Class at FNL
- October 6-7 Colorado State University's "Colorado Drone Airshow 2023"

Attachments

1. Remote Tower Project Report for July from WEPA
2. Loveland Fire and Rescue Authority ARFF monthly report
3. News Articles:
 - a. "Northern Colorado Regional Airport sets hangar leases, demolition plans"
 - b. [New Terminal Groundbreaking Video](#)

August ARFF Update!

Airport:

- **Airport Commission meeting will be held on *August 17th, 3:30-5:00pm* at the Fire Station conference room**
- Please attend the commission meetings. As first responders, we need to keep apprised of things happening within our city.
- Please see the www.flynoco.com website for all airport commission updates involving the upcoming terminal construction!

ARFF:

- This fall we will be evaluating our response plans for aircraft incidents.
- So far in 2023, we've had
 - **6 Alert incidents**
 - **9 Diversion flights from DIA due to weather**
 - **15 Scheduled air-carrier flights**
 - **And football season starts next month with all football flights for both CSU and UNC teams and visiting teams**

***Scheduled Air-Carrier Flights for August:

*****Squad 46** will be assigned to scheduled air-carrier flights unless otherwise assigned by the LFRA Shift BC.

- **8/20 - 20:00 - SunCountry Casino - live arrival and departure**
- **8/24 - 11:05 - SunCountry Casino - live arrival and departure**
- **8/30 - 13:30 - Allegiant Air - UNC football team departure for first game of the season!**
- **9/1 - 01:21 - Allegiant Air - UNC football team arrival**

Have a great month!!!

Gina Gonzales

ARFF Lead Engineer

Loveland Fire Rescue Authority

LFRA Fire Station 4, Northern Colorado Regional Airport



970-568-6026 – business cell – for messages as well

gina.gonzales@lfra.org - email

www.lfra.org



NORTHERN COLORADO
REGIONAL AIRPORT

www.flynoco.com

***Like the flight attendant says, "First put the oxygen mask on yourself... only then can you help someone else with theirs"*



July 31, 2023

From: William E. Payne, P.E.

To: Colorado Division of Aeronautics

Section A – Remote Air Traffic Control Contract Progress Report #25

Re: Period: July 1 through July 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 2.1	3/4/2023	3/4/2023	Delivered to Vendors
4K Camera and Display Test at FNL	3/27/2023	3/31/2023	Complete
Vendor Requests Extension of Stop Work Order	4/14/2023	4/14/2023	FAA Consider Request on 4/27/2023
FAA Considers Stop Work Order Extension	4/27/2023	4/27/2023	FAA Grants 6 Month Extension
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:

At my urging, Searidge met with NextGen on Thursday July 20, 2023 at FAA Headquarters in order to resolve any issues and reassure the FAA that they are fully committed to the Colorado Remote Tower Project. During the meeting, Searidge requested that the Stop Work Order Issued on October 7, 2022 be rescinded and they proceed with the project while getting paid for their effort. The NextGen Program Office refused to rescind the order until Searidge completes the System Design Approval (SDA) intake process. The FAA has extended the Stop Work Order by an additional 6 months to permit Searidge to complete the intake process.

Searidge is wholly owned by NATS, the Air Navigation Service Provider (ANSP) for the UK. Searidge has requested and is getting technical assistance from NATS in preparing the intake documents. This is a positive step, as NATS has considerable experience in this area and in certifying remote tower systems.

As previously reported, Searidge undertook, at its sole expense, to demonstrate that replacing the 1080P HD cameras and displays with 4K would substantially increase the visual acuity and meet the visibility requirements in the Operational Visual Requirements (OVR) 2.1, which it did.

To be clear, Searidge has had ample opportunity to provide the SDA documentation but has, to date, failed to do so. It must be pointed out that the majority of the requirements were created and published after the system at FNL was installed and preliminarily tested.

I do not agree with the FAA's decision not to fund the Searidge effort to complete the SDA intake process, provided Searidge is given hard dates and held to them. Searidge has continued to say they want to successfully complete the project.

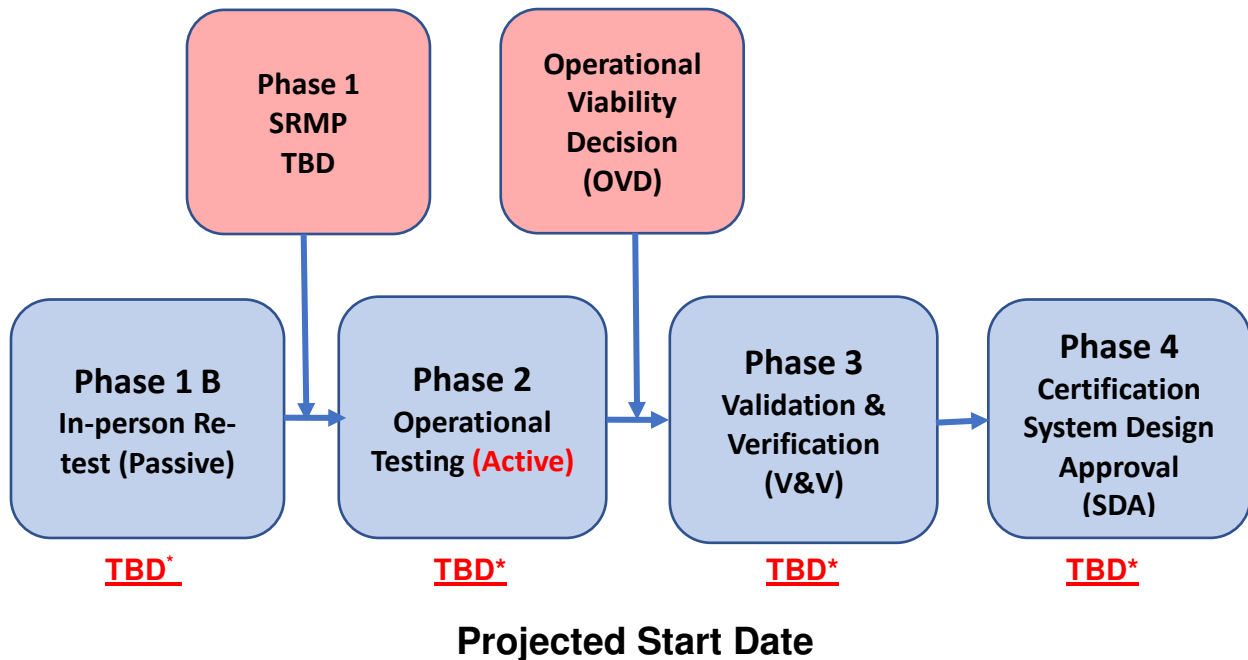
The FAA has once again changed its approach to developing remote towers by requiring vendors to take their system to the FAA's Technical Center National Aerospace Research and Technology Park (NARTP) in Atlantic City, New Jersey and on the Atlantic City International Airport (ACY) for passive testing only. The FAA will be spending millions of dollars at the Tech Center to reproduce what we have at FNL. The FAA has made it plain that it will allow SDA testing at FNL and not require testing at the Tech Center.

The contractor's construction office for the new terminal building at FNL was recently installed, and it blocks the controller's view of the approach end of Runway 24 from the mobile ATCT. The new terminal, when completed, will also block the controller's view of Runway 6-24. This leaves the airport with only three choices:

1. Permanently close Runway 6-24 (place an "X" on each end of the runway);
2. Relocate the mobile ATCT. There is no good place to relocate the mobile ATCT without creating other issues. The airport would be responsible for the cost to relocate the mobile ATCT and establishing the necessary connectivity.
3. NOTAM the runway closed. There is a provision in JO 7110.65AA Section 3-3-2 (attached) that permits a pilot to land on a "closed/unsafe runway" provided he/she meets the requirements of Section 3-3-2 and may be required to file an

explanation after landing. If acceptable, this will not require the mobile ATCT to be relocated.

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.

REMOTE TOWER PROJECT PROGRAM MANAGEMENT

Program Description/Background

The Program Manager for this project, William E. Payne, will serve as a technical subject matter expert to represent the Division's investment and interest in the Remote Tower and facilitate the project's forward progress to FAA certification and deployment. The Program Manager will participate in and assist with the development of all evaluation, testing, and certification activities, as well as attend all project meetings, and will serve as the technical representative for the Division of Aeronautics during all phases of the project as enumerated below.

Tasks:

1. Provide Technical Representation and Oversight of the Project

Effort this Period: Review test reports of 4K demonstration and meetings with FAA and the vendor.

2. Participate in Development of the FAA's Operational Safety Assessment (OSA) Basis for Evaluation of Non-Federal Remote Tower Equipment

Effort this Period: The OSA is still in draft form and is continuing to be developed as the project proceeds toward System Design Approval.

3. Participate in Development of the Operational Visual Requirements (OVR)

Effort this Period: The OVR Version 2.1 has been issued.

4. Participate in Development of the Requirements/Specifications for Non-Federal Tower Equipment

Effort this Period: Participated in the FAA TechOps review and comment on the Remote Tower Requirements Document and prepared comments on OVR 2.1.

5. Assist with Development of System Configuration

Effort this Period: The system configuration has been modified based on lessons learned during Phase 1. Installed 4K cameras and displays for demonstration the week of March 27, 2023.

6. Modify System Configuration Based on Testing Phase Comments

Effort this Period: Modifications to the runway end camera presets were necessary before Phase 1, including moving two of the pan-tilt-zoom cameras, one each to the end masts. Completed by Searidge.

7. Run Periodic Tests of the Remote Air Traffic Control Tower System During Periods of Evaluation/Testing Inactivity

Effort this Period: Demonstration testing week of March 27, 2023.

8. Attend System FAA Technical Interchange Meetings (TIM)

Effort this Period: Provided SME representation in the recent FAA discussion of OVR 2.1

9. Participate in FAA Configuration Review Board (CRB) Activities

Effort this Period: NextGen has yet to establish the CRB. This effort may be rolled into development of the Remote Tower AC.

10. Evaluate an Air Situation Display in Preparation for Testing Against Standard Terminal Automation Replacement System Radar Equipment (STARS)

Effort this Period: Evaluation of the Air Situation Display (ASD) based on data from the FAA's System Wide Information Management (SWIM) system was evaluated during the Phase 1 Period 1 testing. This system will be removed from the controller working position displays when the STARS become operational.

11. Collaborate with FAA on Alternate Phase 1 Virtual/Remote Testing

Effort this Period: Complete - Phase 1 in-person testing complete April 28, 2022.

12. Work with FAA to develop and Implement Phase 1 Passive Remote Tower Testing

Effort this Period: Phase 1 in-person testing complete April 28, 2022.

13. Work with FAA to Develop and Implement Phase 2 Active Remote Tower Testing

Effort this Period: There has been no activity on this task this period. Phase 2 Active Remote Tower Testing will begin after the conclusion of Phase 1 Passive Remote Tower testing and the SRMD has been signed.

14. Work with FAA and FNL on Phase 3 Industry-Led Initial Operational Capability (IOC)

Effort this Period: This task has been renamed Validation & Verification (V&V.) There has been no activity on this task this period. Phase 3 Active Remote Tower Testing will begin after Phase 2 Active Remote Tower testing is complete and the SRMD has been signed.

15. Work with FAA on Phase 4 Remote Tower System Certification and Commissioning

Effort this Period: There has been no activity on this task this period. Phase 4 System Design Approval and Commissioning will begin after the conclusion of Phase 3 V&V and the SRMD has been signed.

16. Participate in Development of the FAA's Advisory Circular (AC) for Remote Tower Systems for Non-Federal Applications

Effort this Period: Continue participation in the FAA TechOps TIM to review and comment on the Remote Tower Advisory Circular.

17. Provision of Regular Written Reports, Presentations and Updates on the Project's Progress to Internal and External Stakeholders

Effort this Period: Preparation of the monthly Program status report.

18. Travel as Needed (In-State and Out of State) for Meetings with FAA, Airport and Division Personnel

Effort this Period: Travel to FAA Headquarters for meetings.

DEVELOPMENT OF POTENTIAL ENHANCED SITUATIONAL AWARENESS TOOLS FOR NON-TOWERED AIRPORTS

Tasks:

1. **Explore the Potential Development of a System Consisting of Existing and New Surveillance Sources that can be Deployed, Owned and Operated by Non-Towered Airports to Provide Airport Staff with Improved Visibility into the Local Airspace and on the Airport Surface, with the Ultimate Goal of Improving Aviation Safety and System Efficiency.**

Effort this Period: No activity this period.

2. **Prepare System Requirements to be Used by Airports and/or the Division when Seeking Vendor Proposals to Implement a Situational Awareness System.**

Effort this Period: No activity this period.

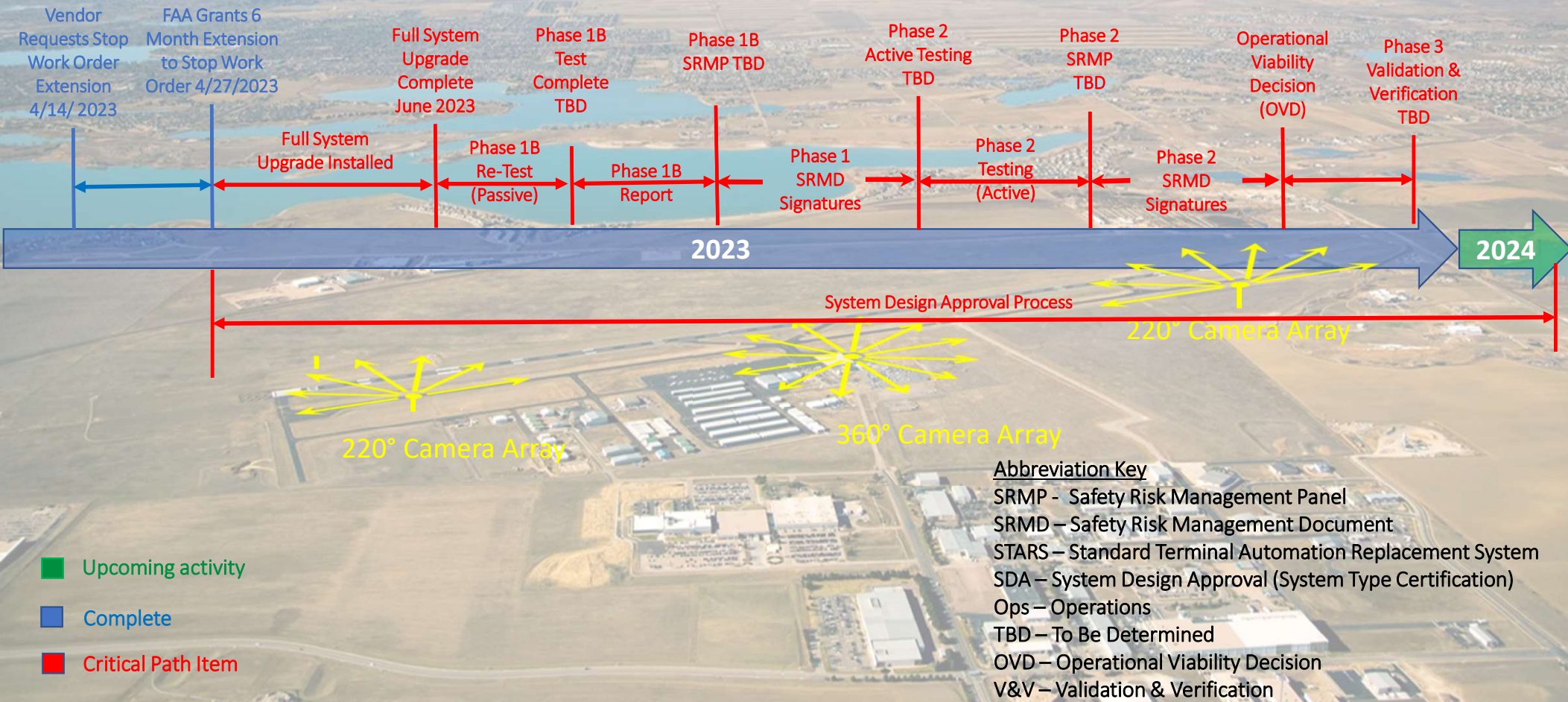
Glossary of Project Technical Acronyms

ADS-B	Automatic Dependent Surveillance – Broadcast
AGL	Above Ground Level
ARTCC	Air Route Traffic Control Center
ASDE-X	Airport Surface Detection Equipment – Model X
ASOS	Automatic Surface Observation System
ASR-9	Airport Surveillance Radar – Model 9
AWOS	Automatic Weather Observation System
ATC	Air Traffic Control
ATIS	Automatic Terminal Information System
AJT	Air Traffic Services
AJI	Safety Technical Training Services
AJV	Mission Support Policies and Procedures
CTAF	Common Traffic Advisory Frequency
ERAM	En Route Automation Modernization
FAA	Federal Aviation Administration
FAT	Factory Acceptance Test (alternately - First Article Test)
FDIO	Flight Data Input/Output
FTI	Federal Communications Infrastructure (Harris Corp.)
GA	General Aviation
HITL	Human In the Loop
HMI	Human Machine Interface
ILS	Instrument Landing System
IOC	Initial Operating Capability
IMC	Instrument Meteorological Condition
LOA	Letter of Agreement
MLAT	Multilateration
MSL	Mean Sea Level (above)
NAS	National Air Space
NATCA	National Air Traffic Controllers Association
NESG	NAS Enterprise Security Gateway
NextGen	Next Generation Air Transportation System
NORDO	No Radio
OSA	Operational Safety Assessment
OTW	Out of the Window
OVD	Operational Viability Decision
RSA	Runway Safety Area
SAT	Site Acceptance Test
SDA	System Design Approval
SMR	Surface Movement Radar
SMS	Safety Management System
SRA	Safety Risk Assessment
SRMD	Safety Risk Management Document
SRMDM	Safety Risk Management Document Memorandum
SRMP	Safety Risk Management Panel
SHA	System Hazard Analysis
SSHA	Sub-System Hazard Analysis
STARS	Standard Terminal Automation Replacement System
SWIM	System Wide Information Management
TAMR	Terminal Automation Modernization and Replacement
TRACON	Terminal Radar Control Facility
UHF	Ultra High Frequency
VFR	Visual Flight Rules
VHF	Very High Frequency
VMC	Visual Meteorological Condition

ATTACHMENTS

1. FNL "Draft Graphic Remote Tower Timeline" as of July 31, 2023.
2. Closed-Unsafe Runway (JO 7110.65AA, Section 3-3-2).

Colorado Remote Tower Timeline (Draft)



Northern Colorado Regional Airport sets hangar leases, demolition plans

BW bizwest.com/2023/07/21/northern-colorado-regional-airport-sets-hangar-leases-demolition-plans

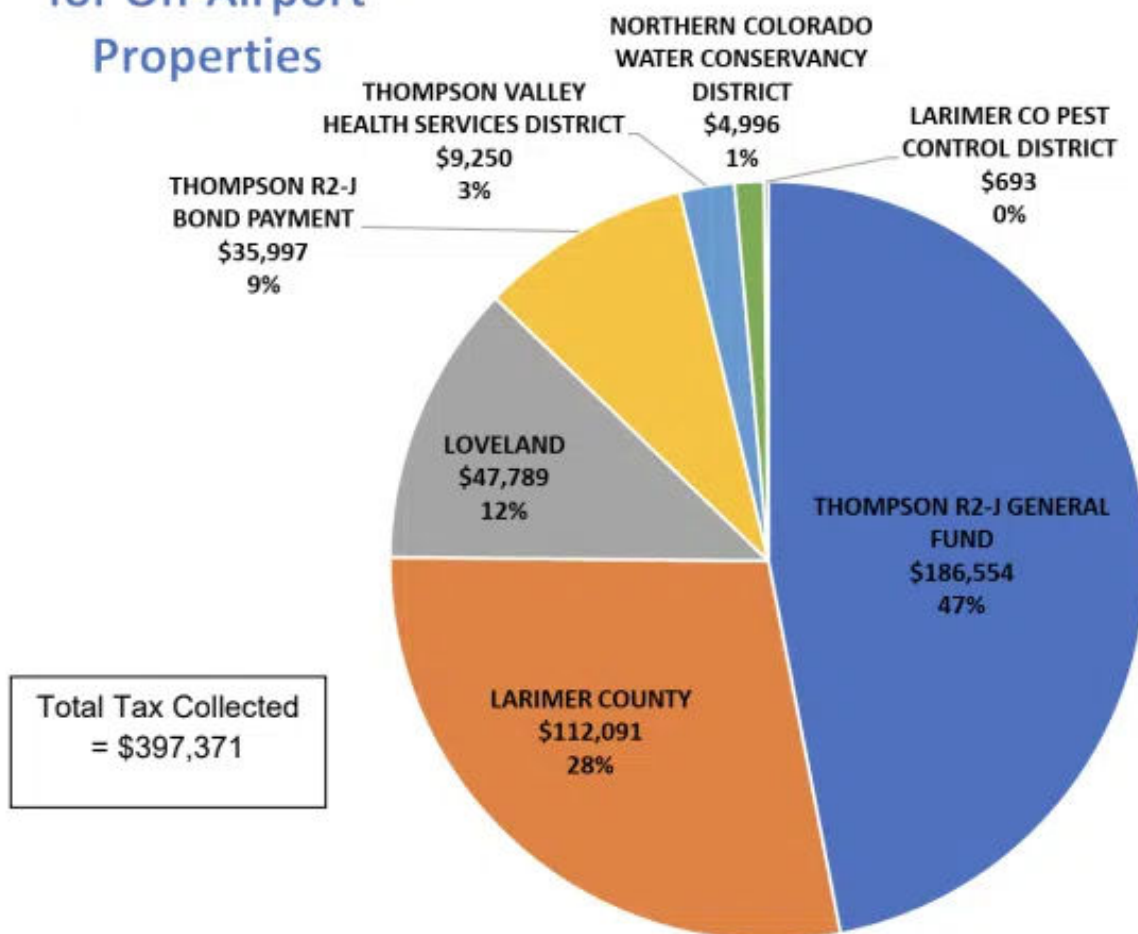
July 21, 2023

Government & Politics July 21, 2023 2:57:28 pm



Dallas Heltzell

2022 Property Tax Breakdown for On-Airport Properties



A pie chart shows tax revenue generated by the Northern Colorado Regional Airport area in 2022.
Courtesy Northern Colorado Regional Airport.

LOVELAND – Northern Colorado Regional Airport’s governing commission on Thursday extended leases for general-aviation tenants for at least three years in the 20-hangar “C” building while concluding that both the older 10-hangar “A” and “B” buildings would be demolished.

The airport’s master plan calls for the eventual development of larger hangars in the area of the hangars to incorporate larger commercial and business aircraft, and the “C” hangar month-to-month lease agreement drafted for Thursday’s meeting specified that the arrangement would last no longer than three years so that the redevelopment could begin. That prompted some strong pushback from commission member Jerry Stooksbury.

“I’m not comfortable with that constraint unless we’re also committed to having replacements built somewhere within that same time frame, or that this three-year timeframe becomes a four- or five-year timeframe,” Stooksbury said. “Given all the turmoil that this has created, we’ve got to put some civility back in.”

Owners of private aircraft housed at the airport had been in limbo for months, beginning in March, when the commission voted to evict airplane tenants in the A, B and C hangars at the airport over what it said were safety and liability concerns. However, pilots fought back and encouraged the commission to **engage another engineering firm to do a more-detailed study**. That study by Knott Laboratory concluded that the ‘C’ hangar could be saved with basic repairs, the B hangar might be saved but it would be costly, and the A hangar had served its useful life and should be demolished. At its June meeting, the **commission rescinded eviction notices for tenants in the “C” building**.

At Thursday’s meeting, interim airport director David Ruppel responded to Stooksbury that, “I think we’d need to keep our options open. I think three years would be a good initial expectation, but we don’t want to tie our hands and say we absolutely have to tear these down in three years. It might make sense for us to keep going at that point, but I think the important thing is that we set some expectation because that’s really what’s gotten us into some of these huge problems.”

However, Stooksbury pointed out that “we’re setting that expectation. We’re saying ‘no longer than three years.’ That’s pretty set, and I pretty don’t like it. I would like softer wording, like ‘at least three years.’ That leaves our options open.”

Referring to the plan to “open that up” for redevelopment in the “C” hangar area, Ruppel said “I’m comfortable with saying ‘at least three years,’ but part of our intent is to say to the tenants, ‘Don’t get comfortable.’ You’ve talked about how you’re interested in putting together a proposal to put in some new hangars. Let’s get that going. Three years is a reasonable time to get that going.”

Stooksbury said he'd like to insert a paragraph in the lease agreement "about what you just said, that it is our intent to have this 'C' area ready for development. That way, people know we've got both concerns."

Earlier in the meeting, Ruppel explained the rationale for deciding to demolish the "B" hangars as well as the "A" building.

"In evaluating the 'B' hangars, as we were asked to do, the [Loveland] city engineer talked to the building official and they let us know that to make changes to those hangars to turn them into hail structures or something like that would require more than 50% change in the structure, which would mean we'd then have to bring it all up to code," Ruppel said. "So to do that, it would be very expensive and, from their perspective, not practical. It would be cheaper for us to buy new structures than to redo those structures so they could be hail structures."

Ruppel said the demolition of the "A" and "B" hangars would go out for bids on Monday, and bids for repairs to the "C" hangars would go out "in the first part of August." By the commission's August meeting, he said, "we should have some companies on board to do the actual work."

The cost of the demolition work, which the commission expects to be \$100,000 or less, would come out of the airport budget's professional-services line item, but some of that cost might be reduced through salvage. The aluminum "A" hangars wouldn't have much salvage value, Ruppel said, but the "B" building probably would.

Also next Monday, Ruppel said, Greeley-based Hensel Phelps Construction will begin building the airport's new \$22 million, 19,400-square-foot, two-gate terminal, which is being paid for with \$16.9 million in federal Coronavirus Aid, Relief and Economic Security (CARES) Act dollars, plus \$2 million from the airport's budget, \$1.6 million from a Federal Aviation Administration grant and \$1 million each from the cities of Fort Collins and Loveland, who jointly own the airport. Officials hope the terminal project, coupled with the FAA-financed experimental remote tower project and expansion of the main runways from 100 to 150 feet wide, will position the airport to attract a fixed-route airline to Northern Colorado, which it hasn't had since the loss of Allegiant Air, Elite Airways and Avelo Air. A **groundbreaking ceremony** for the facility was held July 13, and Ruppel said it should be completed and open by the end of 2024.

Related Content

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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: 4

MEETING DATE: July 20, 2023

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

TITLE

Electric Easement – aero FNL

RECOMMENDED AIRPORT COMMISSION ACTION

Provide recommendation to Fort Collins City Council to approve easement

BUDGET IMPACT

Neutral

SUMMARY

Northern Colorado Regional Airport is jointly owned and operated by the Cities of Fort Collins and Loveland. In 2015, the Cities entered into an intergovernmental agreement (IGA) that formed the Northern Colorado Regional Airport Commission, which is delegated certain powers and authority to operate and maintain the Airport. However only the City Councils have the authority to grant easements as permanent property rights in Airport property.

In connection with the planned aero FNL project, the City of Loveland has requested a permanent non-exclusive easement for electrical infrastructure (the “Easement”) to serve the development.

ATTACHMENT

Utility Easement

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made and entered into by and between the City of Loveland, Colorado, a municipal corporation, with an address of 500 E. Third Street, Loveland, CO 80537, and the City of Fort Collins, Colorado, a municipal corporation (“Grantors”), with an address of 300 LaPorte, Fort Collins, CO 80521, and the CITY OF LOVELAND, COLORADO, a Colorado home rule municipal corporation (“City”), with an address of 500 E. Third Street, Loveland, Colorado 80537. This Grant of Utility Easement is effective as of the date of the City’s Official Acceptance in the City’s signature block below.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantors have this day bargained, sold, conveyed, transferred, and delivered unto the City, its successors, and assigns, in perpetuity, a non-exclusive easement in, over, under, through, and across the real property described below for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, and accessing City-owned utility systems across, through, upon, and under the real property described on the attached Exhibits A and B (the “Easement Area”); provided, however, that the City shall restore the ground surface to its prior condition after any disturbance of such surface. The term “City-owned utility systems,” means above and below ground wires, lines, cables, ducts, conduits, pipes, pumps, pedestals, risers, poles, vaults, manholes, fire hydrants, pull boxes, and any other equipment, appurtenances, and structures associated with electric systems that are owned and operated by the City.

Grantors are prohibited from constructing or placing on any part of the Easement Area without prior written approval from the City any fence or gate, building, above or below ground utility systems or appurtenances not owned or maintained by the City, or any other permanent or substantial structure. Grantor is prohibited from making or permitting any use of the Easement Area that would impair, impede, or interfere with the City’s access to or along the easement, or the City’s full free use and exercise of the easement. The City shall be permitted to immediately remove without liability for damages any obstruction prohibited by this easement that interferes with the City’s access to the City-owned utility systems or impairs the City’s full free use and exercise of the easement.

This easement is and shall be subordinate to the provision of existing and future agreements between the Grantor and the United States relative to the operation or maintenance of the Northern Colorado Regional Airport (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.

The Grantors or their successors and assigns owns the trees and other vegetation on the Easement Area, and the Grantors acknowledge, for themselves and for all successors and assigns, that this easement provides the City with the authority to cut and remove trees and other vegetation that encroaches upon the Easement Area if, in the sole discretion of the City, such trees or vegetation interfere with the City’s use and enjoyment of this easement.

The Easement Area hereby granted, situated in Larimer County, Colorado, is described as follows:

Exhibit A – Easement Description

Exhibit B – Easement Drawing

TO HAVE AND TO HOLD said easement unto the City, its successors, and assigns forever. This perpetual easement and the rights, benefits, and obligations created hereby constitute a burden upon the estate of Grantor in the underlying lands and shall run with the land and be binding upon Grantor and its successors, personal representatives, assigns, and heirs. Grantor does hereby covenant with the City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the easement herein granted, that the easement is free and clear of all liens and encumbrances, and that it will forever warrant and defend the title thereto against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Grant of Utility Easement on the date below.

GRANTOR:

By: _____

Date: _____

Print Name: _____

Title: _____

State of _____)
County of _____) ss

Acknowledged before me this ____ day of _____, 20____, by (Name) _____ as (Title) _____.

Witness my hand and seal. My commission expires: _____.

(S E A L)

Notary Public

OFFICIAL ACCEPTANCE BY THE CITY OF LOVELAND

APPROVED AS TO FORM:

Stephen C. Adams, City Manager

Assistant City Attorney

ATTEST:

City Clerk

Date

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO; BEING A PORTION OF TRACT B, BARNSTORM SECOND ADDITION TO THE CITY OF LOVELAND, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE, OF THE NORTHEAST CORNER OF SAID SECTION 33, WHICH IS ASSUMED TO BEAR S00°24'16"E

COMMENCING AT THE NORTHEAST CORNER OF SECTION 33;

THENCE ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, S00°24'16"E A DISTANCE OF 1989.53 FEET;

THENCE S89°35'44"W A DISTANCE OF 115.34 FEET TO THE **POINT OF BEGINNING**;

THENCE N 14°26'48" E A DISTANCE OF 203.95 FEET;

THENCE N 75°33'12" W A DISTANCE OF 10.00 FEET;

THENCE S 14°26'48" W A DISTANCE OF 204.19 FEET;

THENCE S 70°50'24" W A DISTANCE OF 774.79 FEET;

THENCE N 19°09'03" W A DISTANCE OF 171.50 FEET;

THENCE S 70°50'57" W A DISTANCE OF 26.44 FEET;

THENCE S 19°09'03" E A DISTANCE OF 10.00 FEET;

THENCE N 70°50'57" E A DISTANCE OF 16.44 FEET;

THENCE S 19°09'03" E A DISTANCE OF 166.69 FEET;

THENCE N 70°51'01" E A DISTANCE OF 793.25 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 0.185 ACRES MORE OR LESS.

I, CHAD R. WASHBURN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

CHAD R. WASHBURN, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

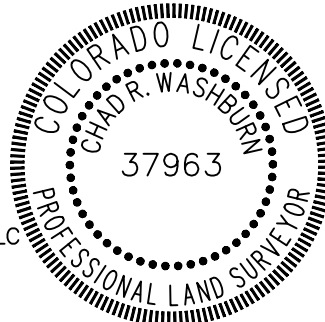


EXHIBIT A
DATE: AUGUST 01, 2023
JOB NO. 1232.0001.01
SHEET 1 OF 1

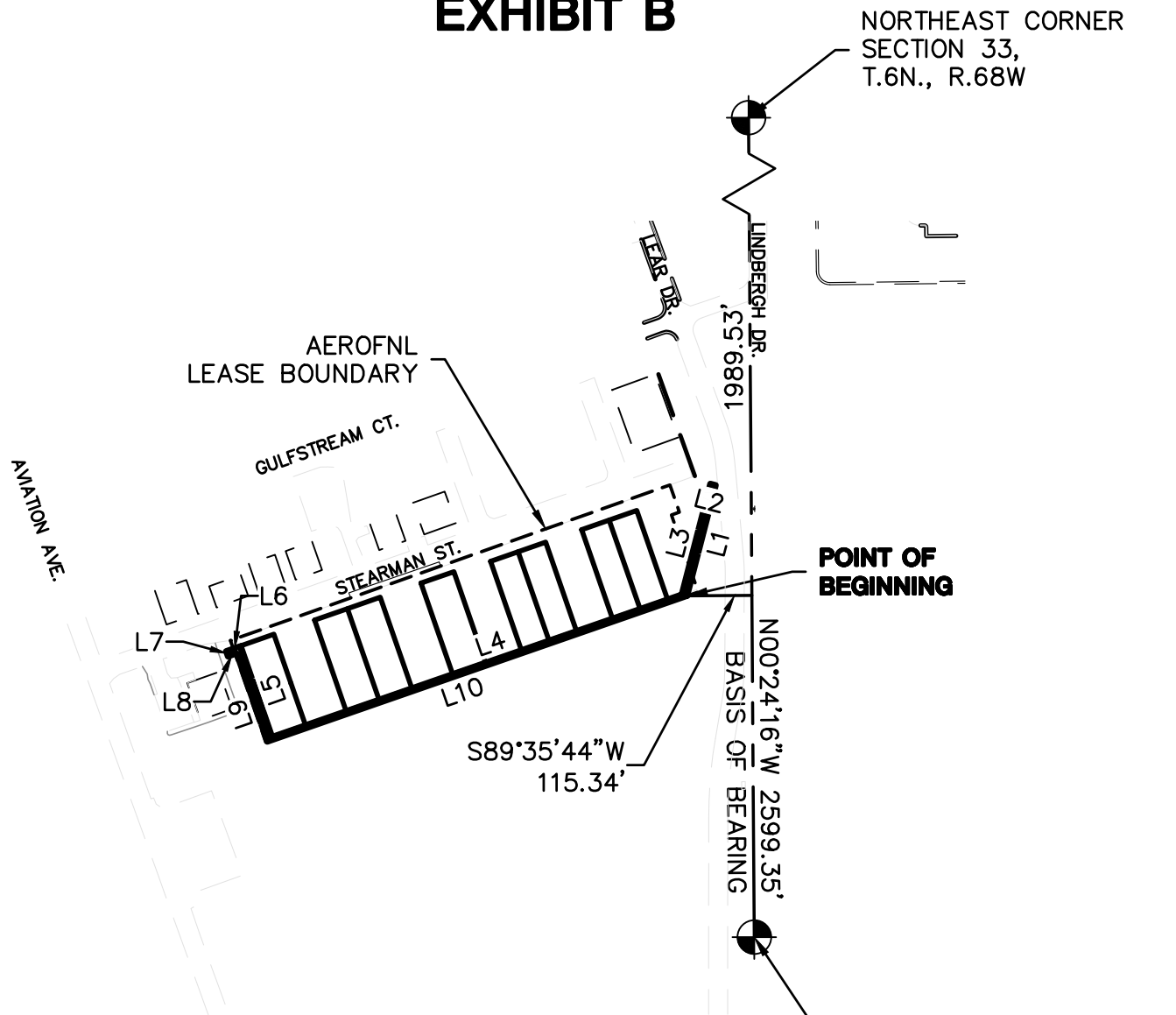


TST, INC. CONSULTING ENGINEERS



748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT B



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	203.95	N14°26'48"E
L2	10.00	N75°33'12"W
L3	204.19	S14°26'48"W
L4	774.79	S70°50'24"W
L5	171.50	N19°09'03"W
L6	26.44	S70°50'57"W
L7	10.00	S19°09'03"E
L8	16.44	N70°50'57"E
L9	166.69	S19°09'03"E
L10	793.25	N70°51'01"E

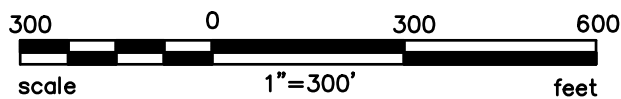


EXHIBIT B
DATE: AUGUST 01, 2023
JOB NO. 1232.0001.01
SHEET 1 OF 1



748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557



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: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5249 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 initial lease term ended on September 1, 2018. This is the second of three five-year extensions. 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 second 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: Von Campbell, 5249 Northrop

Von Campbell
3514 Continental Cir, Fort Collins, CO 80526
970.227.8397 von@nighthawknest.com

14 FEBRUARY 2023

Jason Licon
Airport Director
Northern Colorado Regional Airport
4900 Earhart Rd
Loveland, CO 80538

Re: Extension of Land Lease

Dear Jason,

Please accept this letter as notification of our request to exercise the five-year hanger lease extension for 5249 Northrop Street; Loveland, CO 80538. This lease extension is for the second of three outlined 5-year extensions in Article One of the original lease agreement of 1993.

Should there be any questions or concerns please feel free to contact me.

Best Regards,

A handwritten signature in cursive script that reads "Von C Campbell".

Von Campbell
Managing Owner
Happytails Aviation LLC



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: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5247 Beechcraft

RECOMMENDED AIRPORT COMMISSION ACTION

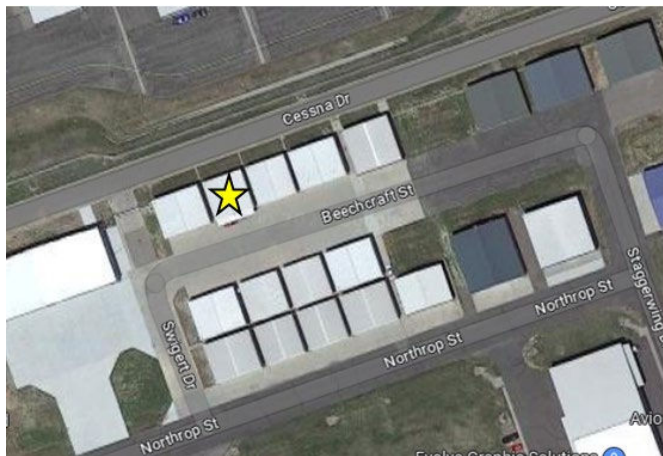
Approve the lease extension request.

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 initial lease term ended on September 1, 2018. This is the second of three five-year extensions. 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 second 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: Warren Cash, 5247 Beechcraft

From: [Tony Cash](#)
To: [Airport](#)
Subject: Re: [External] Re: 5 Yr Land Lease Escalation Notice
Date: Thursday, February 16, 2023 10:13:18 AM
Attachments: [image001.png](#)

Dear Shawn / Airport Commission

Requesting approval for my land lease 2nd extension for the hangar on 5247 Beechcraft.

Thanks Warren A Cash

On Tuesday, February 14, 2023, 04:24:04 PM MST, Airport <airport@cityofloveland.org> wrote:

Hi Mr. Cash,

I'm sorry, are you saying that your last email is your extension request? Otherwise, no we have not received any requests from you. Please send a letter or email that is addressed to the Airport Commission and specifically states you are requesting approval for your land lease's second extension.

Please let me know if you have any questions.

Best,

Shawn Lynn Battmer^(she/her)

Executive Assistant

NORTHERN COLORADO

REGIONAL AIRPORT

4900 Earhart Road Loveland, CO 80538

Tel 970-962-2851 • Fax 970-962-2855 • Shawn@FlyFNL.com
[Website](#) | [Facebook](#) | [Twitter](#) | [Google+](#) | [YouTube Channel](#)

From: Tony Cash
Sent: Tuesday, February 14, 2023 2:25 PM
To: Airport <Airport@cityofloveland.org>
Cc: Shawn Battmer <Shawn.Battmer@cityofloveland.org>
Subject: [External] Re: 5 Yr Land Lease Escalation Notice

Greetings

Just to make sure: my Extension should be on file for 5247 Beechcraft Street.

Thanks Warren A Cash

On Tuesday, February 14, 2023, 10:24:40 AM MST, Shawn Battmer
<shawn.battmer@cityofloveland.org> wrote:

February 14, 2023

Warren Cash
312 Reagan Dr.
Loveland, CO 80538

Re:LAND LEASE RATE 5-YEAR INCREASEAND PENDING LEASE EXTENSION EXPIRATION
(5247 BEEHCRAFT STREET)

Dear Warren Cash,

This is a friendly reminder that the land lease rate for your hangar referenced above will be adjusted by using the "Consumer Price Index (CPI), for the Denver-Aurora-Lakewood Area". This adjustment is being made in accordance with article 4 of your land lease agreement. The published CPI indicates that there has been a 19.38% inflationary increase from the last five years, which would impact the current annual lease payment of \$721.09 by \$139.78 for a new annual adjusted amount of **\$860.87** or **\$71.74** a month. Please visit the US Bureau of Labor Statistics website for the latest published CPI information at: <https://www.bls.gov/cpi/data.htm>.

The City of Loveland will send an invoice showing the increase beginning September 1, 2023.

Additionally, the first extension on this land lease is approaching expiration on September 1, 2023. If you intend to exercise your second five (5) year extension, you must notify us in writing no later than three (3) months prior to the expiration of the current extension, which is June 1, 2023. If this request has already been sent, then please disregard this reminder. The extension will be reviewed for approval at the August 17 Commission meeting.

Please send your notice directly to the Airport at 4900 Earhart Road, Loveland, CO 80538 or via email to airport@cityofloveland.org. If you have any questions, please 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: 7

MEETING DATE: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5248 Beechcraft

RECOMMENDED AIRPORT COMMISSION ACTION

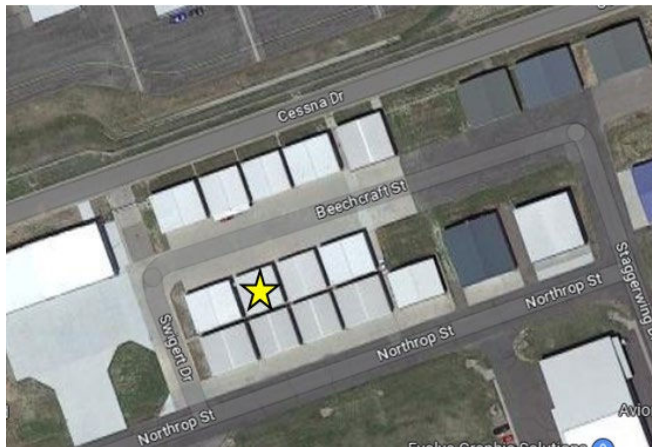
Approve the lease extension request.

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 initial lease term ended on September 1, 2018. This is the second of three five-year extensions. 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 second 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: Division of Wildlife, 5248 Beechcraft

RE: [External] CPW Land Lease Extension Request

outbound

From Airport*To* Frank - DNR, Krista<krista.frank@state.co.us>*Cc* Smith - DNR, Brian<brian.smith@state.co.us>*Sent* Tuesday, December 13, 2022 at 8:12 AM MST *Sent*

Tuesday, December 13, 2022 at 8:12 AM MST

Received

Tuesday, December 13, 2022 at 8:12 AM MST

Archived

Tuesday, December 13, 2022 at 8:28 AM MST

Size 18.6 KB

Thank you for the request Krista. I have placed this in our records as this item will not be reviewed until the August 2023 Commission meeting. I will let you know the Commission's decision, provided the account is still in good standing at that time.

Best Regards,

Shawn Lynn Battmer

NORTHERN COLORADO

REGIONAL AIRPORT

4900 Earhart Road Loveland, CO 80538

Executive Assistant

Tel 970-962-2851 • Fax 970-962-2855 • Shawn@FlyFNL.com[Website](#) | [Facebook](#) | [Twitter](#) | [Google+](#) | [YouTube Channel](#)

From: Frank - DNR, Krista**Sent:** Friday, December 9, 2022 2:52 PM**To:** Airport <Airport@cityofloveland.org>**Cc:** Brian Smith - DNR <brian.smith@state.co.us>**Subject:** [External] CPW Land Lease Extension Request

You don't often get email from krista.frank@state.co.us. [Learn why this is important](#)

Dear Northern Colorado Regional Airport:

We are writing to request that our next 5-year extension on our land lease agreement at 5248 Beechcraft Street be approved for the period of September 1, 2023 to August 31, 2028. Our account is in good standing as we keep the certificate of insurance updated and our land lease account paid in full. Please notify us when the Commission has reviewed the extension for approval.

Thank you,

Krista Frank

Real Estate Data Manager (she/her)




P 303.291.7285 | C 720.441.9977

6060 Broadway, Denver, CO 80216

krista.frank@state.co.us | cpw.state.co.us



[External] CPW Land Lease Extension Request

inbound
From Frank - DNR, Krista<krista.frank@state.co.us>
To Airport
Cc Brian Smith - DNR<brian.smith@state.co.us>
Sent Friday, December 9, 2022 at 2:52 PM MST Sent
Friday, December 9, 2022 at 2:52 PM MST
Received
Friday, December 9, 2022 at 2:52 PM MST
Archived
Friday, December 9, 2022 at 3:05 PM MST
Size 84.4 KB 

Dear Northern Colorado Regional Airport:

We are writing to request that our next 5-year extension on our land lease agreement at 5248 Beechcraft Street be approved for the period of September 1, 2023 to August 31, 2028. Our account is in good standing as we keep the certificate of insurance updated and our land lease account paid in full. Please notify us when the Commission has reviewed the extension for approval.

Thank you,

Krista Frank
Real Estate Data Manager (she/her)



P 303.291.7285 | C 720.441.9977
6060 Broadway, Denver, CO 80216
krista.frank@state.co.us | cpw.state.co.us





COLORADO

Parks and Wildlife

Department of Natural Resources

Real Estate Section
6060 Broadway
Denver, CO 80216

December 9, 2022

Northern Colorado Regional Airport
4900 Earhart Rd.
Loveland, CO 80538

Dear Northern Colorado Regional Airport:

We are writing to request that our next 5-year extension on our land lease agreement at 5248 Beechcraft Street be approved for the period of September 1, 2023 to August 31, 2028. Our account is in good standing as we keep the certificate of insurance updated and our land lease account paid in full. Please notify us when the Commission has reviewed the extension for approval.

Thank you,

Krista Frank

Real Estate Data Manager
Colorado Parks and Wildlife





NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 8

MEETING DATE: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5020 Grumman

RECOMMENDED AIRPORT COMMISSION ACTION

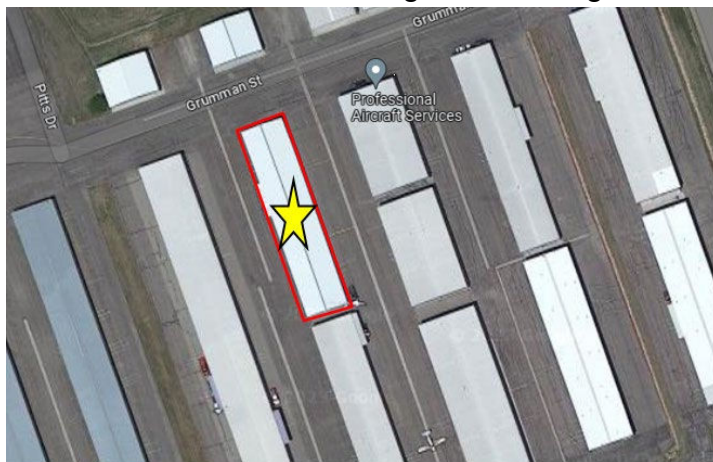
Approve the lease extension request.

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 initial lease term ended on August 31, 2018. This is the second of three five-year extensions. 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 second 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: FNL Hangar Association, 5020 Grumman

Airport Director
Northern Colorado Regional Airport
4900 Earhart Drive
Loveland, CO 80538

*Received
1/31/22
SB*

To Whom It May Concern,

30 January 2023

We respectfully submit notice to exercise the second extension to our lease agreement for the airport hangars located at 5020 Grumman Street, Northern Colorado Regional Airport.

Legal description: All that portion of the Northeast $\frac{1}{4}$ of section 33, Township 6 North, Range 68 West, of the 6th P.M., Larimer County, Colorado as bearing S 00°31'31" E and with all bearings contained herein relative thereto.

COMMENCE at the Northeast corner of Section 33, Township 6 North, Range 68 West, of the 6th P.M., Larimer County, Colorado; thence run S 00°31'31" E along the East line of the Northeast $\frac{1}{4}$ of said Section 33 for a distance of 766.33 feet; thence leaving said East line run S 89°28'29" W for a distance of 917.41 feet to the POINT OF BEGINNING; thence run S 69°51'12" W for a distance of 48.00 feet; thence run N 20°08'48" W for a distance of 226.00 feet; thence run N 69°51'12" E for a distance of 48.00 feet; thence run S 20°08'48" E for a distance of 226.00 feet to the Point of Beginning.

Submitted for your review and approval,



Mark Coan
FNL Hangar Association, Inc.
Secretary/ Treasurer
PO Box 1198
Berthoud, CO 80513
(970) 556-1115



NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 9

MEETING DATE: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5245 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 initial lease term ended on September 1, 2018. This is the second of three five-year extensions. 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 second 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: Gregory Garlow, 5245 Northrop

22 February 2023

Mr. Jason Licon
KFNL Airport Manager
4900 Earhart Road
Loveland, Colorado 80538

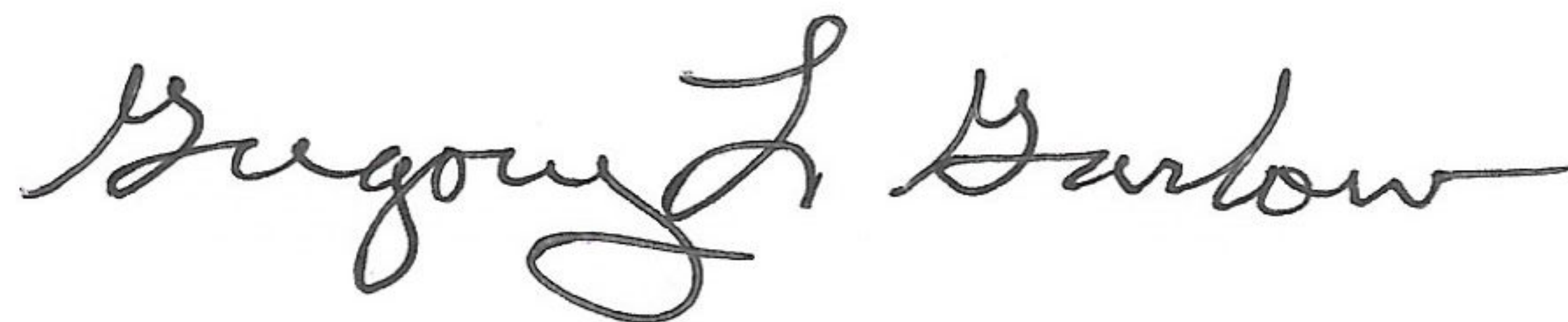
Subject: 5245 Northrop, Loveland Colorado 80538; Lease Extension Request

Dear Mr. Licon

Our lease for the hangar located at 5245 Northrop will expire 1 September 2023. Please accept this memo as our request to extend the lease for a second five year period as outlined in article one of the original lease contract.

Should there be any questions or concern please feel free to contact me. Thank you for your time and assistance.

Best Regards,

A handwritten signature in black ink that reads "Gregory L. Garlow". The signature is fluid and cursive, with the first name "Gregory" and last name "Garlow" clearly legible.

Gregory L. Garlow
9400 King Air Drive
Granbury, Texas 76049
970-690-4846
gregorylgarlow@gmail.com

cc: Bill Hale



NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 10

MEETING DATE: August 17, 2023

PREPARED BY: Derek Killian, Airport Intern

TITLE

Lease Option Extension Request, 5247 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 initial lease term ended on September 1, 2018. This is the second of three five-year extensions. 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 second 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: Griff Mallek, 5247 Northrop

From: [Griff Malleck](#)
To: [Airport](#)
Subject: [External] Land Lease Agreement for 5247 Northtrop Street
Date: Friday, May 5, 2023 8:19:54 PM

Hi Jason,

I would like to extend my land lease for another five years where my hangar is located at 5247 Northtrop Street. My phone number is 308-340-1294. Thank you for your consideration.

Griff H. Malleck

This message has been checked for Viruses and Spam Content by McCookNet Internet Service Spam and Virus Filtering Service. See us on the web @ <http://www.mccooknet.com>



NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 11

MEETING DATE: August 17, 2023

PREPARED BY: Aaron Ehle – Airport Planning & Development Specialist

TITLE

Landline Contract Amendment

RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to recommend that the City Mangers sign a contract amendment with Landline that includes newly negotiated rates through 2024.

BUDGET IMPACT

Short-term – Negative, the rates are lower than the originally negotiated rates.

Long-term – Positive, it is anticipated that the service will bring meaningful future revenues to the Airport.

SUMMARY

Landline provides ground transportation services in the Minneapolis/St. Paul area, the Philadelphia area, and the Denver/Northern Colorado area. In partnership with United Airlines, they began serving FNL with 4X daily service to/from Denver International Airport via luxury motorcoach in April of 2021. Unlike a traditional shuttle service, Landline is working to provide secure-to-secure service, operating like a connecting flight, allowing customers to skip the long TSA lines at DEN while their bags are automatically transferred to their flights. In a first for the industry, Landline recently secured approval to provide this kind of service in the Philadelphia area in partnership of American Airlines. This has created a framework that can be implemented at other airports such as FNL in the future.

When Airport staff negotiated the 2021 contract with Landline, secure-to-secure operations were anticipated to begin within months. Although Landline, United Airlines, Airport staff have worked together to make this model a reality, it has still not been approved and Landline is currently operating more like a traditional shuttle service. To provide assistance during this time, the Airport, with the recommendation of the Airport Commission, has provided two six-month fee waivers to Landline. These kind of fee waivers are common in the airline industry and are in line with other air carrier agreements that the Airport has offered dating back more than a decade.

Why are we amending the contract?

- While Landline has grown their operation at FNL, now offering 11 trips per day, including three trips from Colorado State University (CSU), the approval timeline for secure-to-secure service is unknown. This traditional shuttle service model has presented challenges to their profitability in Northern Colorado. The main challenge is the lack of TSA presence at the Airport. FNL currently has no scheduled airline service and TSA has stated that they won't staff a security checkpoint at the airport solely for bus service. The executives at Landline have extensive experience in the airline industry. They understand the business, have helped to market the Airport, and will continue to help FNL attract airline service.
- The construction of the new terminal facility has presented challenges and hindered their ability to grow their business. The Landline pick-up/drop-off spot has been moved away from the building, forcing them to cover more ground to transfer checked bags to the busses and inconveniencing customers. The construction has also forced the Airport to close approximately 100 parking spots in the terminal parking lot. Staff is working to create an overflow lot to help offset this loss, but it will be unpaved and further away from the terminal.
- There is a significant discrepancy between the rates Landline is paying at DEN and the rates they are paying here. At DEN, they are paying \$7.81 per departure with no per passenger fee. At FNL, their current rate structure \$25 per departure with a \$4.50 per passenger fee.
- There is a significant discrepancy between Landlines' current rates and Groome's current rates for similar services. Groome currently pays a land lease fee of \$48,800 per year with no per departure or per passenger fee. Under the current rate structure and the current frequency of 11 trips a day, Landline would pay \$100,375 in departure fees per year plus \$4.50 per departing passenger.
- Landline is a valuable partner. They are a Fort Collins based company with headquarters located in Old Town. They are active in the community and provide a valuable service to the region. One of FNL's strategic objectives is to become a multimodal travel hub. Companies like Landline and Groome are helping to make that a reality.

What are the amended terms?

- \$12 per departure to DIA for the first 8 departures and \$10 per departure for any departures beyond 8 per day to DIA. Based on a frequency of 11 trips per day, this will bring Landline's rates in line with Groome Transportation.

- Rates apply to 2023 and 2024.
- In 2025 or when Landline begins offering secure-to-secure service, whichever happens soonest, the original rates will resume.

ATTACHMENT

- Original Contract
- First Amended Contract
- Secon Amended Contract
- Business Traveler Article About Philadelphia Service

AIR SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last party's signature *nunc pro tunc* April 1, 2021 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 The Landline Company, a Delaware corporation and an operator under United Airlines hereinafter called "Carrier."

WITNESSETH:

WHEREAS, the Cities jointly own and manage certain real property in Larimer County that is the site of the Northern Colorado Regional Airport (the "Airport"); and

WHEREAS, the Cities have been approached by the Carrier to start scheduled service into and out of the Airport; and

WHEREAS, the Cities acknowledge that certain benefits to the Airport and the communities will result from such service; and

WHEREAS, the proposed scheduled service is consistent with the Airport's current Master Plan which forecasted continued commercial service from the early 1990s and well into the future; and

WHEREAS, the Cities and Carrier desire to enter into a formal agreement setting forth the terms and conditions previously addressed in the parties' Letter of Intent and Terms, dated November 9, 2020, included in this agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencement of Scheduled Air Service. Starting no later than April 1, 2021, Carrier will begin providing no less than 28 scheduled flight segments per week of commercial passenger service ("Service") from the Airport using a fleet of luxury coaches in lieu of aircraft. Once the Service from the Airport has begun, Carrier may discontinue such Service at any time. A reduction in scheduled flights per week from the above minimum or a discontinuance of Service shall, at the Cities' option, permit immediate termination and relieve the Cities of their obligations under this Agreement. If the Cities exercise such option, the Cities shall provide written notice of the same to the Carrier and this Agreement shall immediately terminate.

2. Term. Unless earlier terminated pursuant to this provisions of this Agreement, the term of this Agreement shall be for one (1) year commencing from the Effective Date and shall automatically renew on a yearly basis for additional one (1) year periods.

3. Law Enforcement Costs. Carrier shall reimburse the Cities for all direct costs the Cities incur for law enforcement and security personnel required, now and in the future, by the Transportation Safety Agency ("TSA") to provide security screening for Carrier's Service, law enforcement officers in and around the terminal building, and security required on the aircraft ramp

area and parking lots including random vehicle inspections, except to the extent that any such costs are reimbursed to the Cities by TSA. Payments shall be made to the Cities by Carrier within thirty (30) days of receipt of invoices submitted by the Cities, which invoices shall be submitted to Carrier not more frequently than monthly and which shall identify the specific law enforcement and security costs for which reimbursement is requested.

4. Airport Fees. Carrier shall pay all applicable airport fees as they currently exist and as they may hereafter be increased or decreased by the Cities pursuant to the rates, charges and fees adopted by the Cities' councils on an annual basis. The Parties acknowledge that these adopted fees do not address this specific service offering, and therefore the Parties have negotiated alternative fees that are reasonably similar to traditional fees. The negotiated alternative fees shall be a fee of \$25 per departure in lieu of traditional aircraft landing fees, and a fee of \$4.50 per outbound passenger after the first six months of Carrier's operation at the Airport.

5. Compliance with applicable laws. At all times during its operations in and out of the Airport Carrier shall comply with all applicable federal, state and local laws.

6. Indemnification. The Carrier agrees to indemnify and hold harmless the Cities, their respective officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Carrier's operations at the Airport, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Carrier or any subcontractor of the Carrier, or any officer, employee, or agent of the Carrier or any subcontractor, or any other person for whom the Carrier is responsible. The Carrier shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Carrier shall notify the Cities and provide a copy of any and all written claims or demands within two business days of receipt. The Carrier's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the Cities. This paragraph shall survive the termination or expiration of this Agreement.

7. Dispute Resolution and Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party fails to perform according to the terms of this Agreement, such party may be declared in default. The party declared in default shall have thirty (30) days to cure such default. The parties agree to meet to attempt to resolve any disputes, including a declared default, prior to resorting to litigation. If the Carrier refuses to meet to resolve a dispute and the Cities are required to litigate such dispute, the Cities shall be entitled to recover their reasonable attorneys' fees and costs. In the event that a court of competent jurisdiction finds that a party has breached its obligations under this Agreement, the injured party shall be entitled to monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law.

8. Termination by the Cities. Except as otherwise expressly provided in this Agreement, the Cities may terminate this Agreement by providing written notice to the Carrier no less than one hundred eighty (180) days prior to the end of the term of this Agreement, including any renewal terms. The Agreement shall terminate on the day following the date of the last passenger ticket sold.

9. No Waiver. Notwithstanding anything to the contrary, no term or covenant herein

shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to either of the Cities under the Colorado Governmental Immunity Act, including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted.

10. No Multiple-Fiscal Year Debt. The Cities intend that this Agreement comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, and acknowledge that neither of them will have any obligation to fund the financial obligations under this Agreement other than for the current fiscal year. No provision of this Agreement shall be construed as creating indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever by the parties within the meaning of any constitutional or statutory debt limitation.

11. Assignment of Benefit. Carrier may not assign this Agreement to any person without the express written consent of the Cities.

12. Severability. If any provision in this Agreement or the application of such provision to any person or circumstance shall be invalid, illegal, or unenforceable, the remainder of this Agreement of the application of such provision to persons or circumstances other than those to which it is invalid, illegal, or unenforceable shall not be affected thereby.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any legal action arising under this Agreement shall be in the County of Larimer, State of Colorado.

14. Governmental Immunity. 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.

15. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. The Cities shall not be obligated to pay any costs not identified in this Agreement. Any unforeseen costs required to provide Carrier's flight operations from the Airport shall be paid for by Carrier. Except as provided herein, the Agreement may not be modified or amended except by written agreement of the parties.

16. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

17. Notices. All correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Cities:

City of Fort Collins
City Manager
City of Fort Collins
City Hall West
300 Laporte Ave.

Fort Collins, CO 80522

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

With a copy to:

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

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

To Carrier:

The Landline Company
Name: David Sunde
Title: President
Address: 113 South College Avenue
Fort Collins, CO 80524
E-Mail: david@landlineco.com

19. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Cities and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Airport Director reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Cities and the United States, the Cities shall have the unilateral right to modify or terminate this Agreement to ensure the Cities' compliance with all such agreements with the United States.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year following their signatures.


CITY OF FORT COLLINS, COLORADO
A municipal corporation

By: Kelly DiMartino

Title: Acting City Manager

Date: May 4, 2022

ATTEST:


Melissa N Hollingshead (May 4, 2022 10:21 MDT)

City Clerk

APPROVED AS TO FORM:

Judith Yost Sc

Senior Assistant City Attorney

CITY OF LOVELAND, COLORADO
A municipal corporation,

By: 

Title: City Manager

Date: May 5, 2022

ATTEST:




Laurie A. Sc
Assistant City Clerk

City Clerk

APPROVED AS TO FORM:



Laurie A. Sc
Senior Assistant City Attorney

Senior Assistant City Attorney

The Landline Company
113 South College Avenue
Fort Collins, Colorado 80524

By: [Signature]

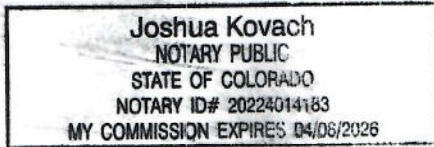
Title: Ben Munson, President

Date: 4/20/22

STATE OF Colorado)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was signed by Ben Munson on behalf of
the Carrier and acknowledged before me this 20th day of April, 2022.

SEAL



[Signature]
Notary's official signature

4/8/26
Commission expiration date

Notary Public

Signature: Judith Yost Schmidt
Judith Yost Schmidt (Apr 26, 2022 17:01 MDT)

Email: jschmidt@fcgov.com

Signature: Kelly DiMartino
Kelly DiMartino (May 4, 2022 10:19 MDT)

Email: kdimartino@fcgov.com












AGR_Airline Service - Landline

Final Audit Report

2022-05-05

Created:	2022-04-26
By:	Shawn Battmer (shawn.battmer@cityofloveland.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAES710-RaUXOXVculr1B5lpnlS4tdCY0L

"AGR_Airline Service - Landline" History


-  Document created by Shawn Battmer (shawn.battmer@cityofloveland.org)
2022-04-26 - 9:43:14 PM GMT- IP address: 129.19.3.7
-  Document emailed to Judith Yost Schmidt (jschmidt@fcgov.com) for signature
2022-04-26 - 9:46:06 PM GMT
-  Email viewed by Judith Yost Schmidt (jschmidt@fcgov.com)
2022-04-26 - 9:58:39 PM GMT- IP address: 198.59.47.100
-  Document e-signed by Judith Yost Schmidt (jschmidt@fcgov.com)
Signature Date: 2022-04-26 - 11:01:24 PM GMT - Time Source: server- IP address: 198.59.47.100
-  Document emailed to Kelly DiMartino (kdimartino@fcgov.com) for signature
2022-04-26 - 11:01:26 PM GMT
-  Email viewed by Kelly DiMartino (kdimartino@fcgov.com)
2022-04-27 - 5:51:00 AM GMT- IP address: 104.28.50.150
-  Email viewed by Kelly DiMartino (kdimartino@fcgov.com)
2022-05-02 - 9:52:03 PM GMT- IP address: 198.59.47.100
-  New document URL requested by Kelly DiMartino (kdimartino@fcgov.com)
2022-05-04 - 4:18:18 PM GMT- IP address: 198.59.47.100
-  Email viewed by Kelly DiMartino (kdimartino@fcgov.com)
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-  Document e-signed by Kelly DiMartino (kdimartino@fcgov.com)
Signature Date: 2022-05-04 - 4:19:15 PM GMT - Time Source: server- IP address: 198.59.47.100
-  Document emailed to Anissa N Hollingshead (cityclerk@fcgov.com) for signature
2022-05-04 - 4:19:18 PM GMT

 Email viewed by Anissa N Hollingshead (cityclerk@fcgov.com)


2022-05-04 - 4:19:39 PM GMT- IP address: 198.59.47.100

 Document e-signed by Anissa N Hollingshead (cityclerk@fcgov.com)

Signature Date: 2022-05-04 - 4:21:14 PM GMT - Time Source: server- IP address: 198.59.47.100

 Document emailed to Laurie Stirman (laurie.stirman@cityofloveland.org) for signature

2022-05-04 - 4:21:16 PM GMT

 Email viewed by Laurie Stirman (laurie.stirman@cityofloveland.org)


2022-05-04 - 4:26:02 PM GMT- IP address: 104.28.48.137

 Document e-signed by Laurie Stirman (laurie.stirman@cityofloveland.org)

Signature Date: 2022-05-04 - 4:48:18 PM GMT - Time Source: server- IP address: 129.19.3.7

 Document emailed to Steve Adams (steve.adams@cityofloveland.org) for signature

2022-05-04 - 4:48:20 PM GMT

 Email viewed by Steve Adams (steve.adams@cityofloveland.org)

2022-05-05 - 4:52:39 PM GMT- IP address: 129.19.3.7

 Document e-signed by Steve Adams (steve.adams@cityofloveland.org)


Signature Date: 2022-05-05 - 5:27:33 PM GMT - Time Source: server- IP address: 129.19.3.7

 Document emailed to Adriana Hernandez, Assistant City Clerk (clerk@cityofloveland.org) for signature

2022-05-05 - 5:27:35 PM GMT

 Email viewed by Adriana Hernandez, Assistant City Clerk (clerk@cityofloveland.org)

2022-05-05 - 10:48:22 PM GMT- IP address: 129.19.3.7

 Document e-signed by Adriana Hernandez, Assistant City Clerk (clerk@cityofloveland.org)

Signature Date: 2022-05-05 - 11:01:38 PM GMT - Time Source: server- IP address: 129.19.3.7

 Agreement completed.

2022-05-05 - 11:01:38 PM GMT

FIRST AMENDMENT TO AIR SERVICE AGREEMENT

THIS FIRST AMENDMENT TO AIR SERVICE AGREEMENT (“First Amendment”), made and entered into as of the date of the last party’s signature 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 The Landline Company, a Delaware corporation and an operator under United Airlines hereinafter called “Carrier.”

WITNESSETH:

WHEREAS, the Cities jointly own and manage certain real property in Larimer County that is the site of the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Cities and the Carrier entered into an Air Service Agreement dated April 1, 2021 which provided for a waiver of a negotiated outbound passenger fee for the first six months of operation; and

WHEREAS, the Carrier operates scheduled “flights” utilizing a fleet of luxury coaches in lieu of aircraft to transport passengers to Denver International Airport to complete their travel; and

WHEREAS, the Cities and Carrier desire to extend the waiver of the outbound passenger fee for an additional six months for a total of twelve months to align this incentive with what has been provided to other air carriers; and

WHEREAS, the Cities acknowledge that certain benefits to the Airport and the communities will result from such service; and

WHEREAS, the proposed scheduled service is consistent with the Airport’s current Master Plan which forecasted continued commercial service from the early 1990s and well into the future; and

WHEREAS, the Cities and Carrier desire to enter into this First Amendment setting forth the terms and conditions previously addressed in the parties’ Letter of Intent and Terms, dated November 9, 2020, included in this agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencement of Scheduled Air Service. Starting no later than April 1, 2021, Carrier will begin providing no less than 28 scheduled flight segments per week of commercial passenger service (“Service”) from the Airport using a fleet of luxury coaches in lieu of aircraft. Once the Service from the Airport has begun, Carrier may discontinue such Service at any time. A reduction in scheduled flights per week from the above minimum or a discontinuance of Service shall, at the Cities’ option, permit immediate termination and relieve the Cities of their obligations under this Agreement. If the Cities exercise such option, the Cities shall provide written notice of the same to the Carrier and this Agreement shall immediately terminate.

2. Term. Unless earlier terminated pursuant to this provisions of this Agreement, the term of this Agreement shall be for one (1) year commencing from the Effective Date and shall automatically renew on a yearly basis for additional one (1) year periods.

3. Law Enforcement Costs. Carrier shall reimburse the Cities for all direct costs the Cities incur for law enforcement and security personnel required, now and in the future, by the Transportation Safety Agency ("TSA") to provide security screening for Carrier's Service, law enforcement officers in and around the terminal building, and security required on the aircraft ramp area and parking lots including random vehicle inspections, except to the extent that any such costs are reimbursed to the Cities by TSA. Payments shall be made to the Cities by Carrier within thirty (30) days of receipt of invoices submitted by the Cities, which invoices shall be submitted to Carrier not more frequently than monthly and which shall identify the specific law enforcement and security costs for which reimbursement is requested.

4. Airport Fees. Carrier shall pay all applicable airport fees as they currently exist and as they may hereafter be increased or decreased by the Cities pursuant to the rates, charges and fees adopted by the Cities' councils on an annual basis. The Parties acknowledge that these adopted fees do not address this specific service offering, and therefore the Parties have negotiated alternative fees that are reasonably similar to traditional fees. The negotiated alternative fees shall be a fee of \$25 per departure in lieu of traditional aircraft landing fees, and a fee of \$4.50 per outbound passenger after the first twelve months of Carrier's operation at the Airport.

5. Compliance with applicable laws. At all times during its operations in and out of the Airport Carrier shall comply with all applicable federal, state and local laws.

6. Indemnification. The Carrier agrees to indemnify and hold harmless the Cities, their respective officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Carrier's operations at the Airport, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Carrier or any subcontractor of the Carrier, or any officer, employee, or agent of the Carrier or any subcontractor, or any other person for whom the Carrier is responsible. The Carrier shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Carrier shall notify the Cities and provide a copy of any and all written claims or demands within two business days of receipt. The Carrier's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the Cities. This paragraph shall survive the termination or expiration of this Agreement.

7. Dispute Resolution and Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party fails to perform according to the terms of this Agreement, such party may be declared in default. The party declared in default shall have thirty (30) days to cure such default. The parties agree to meet to attempt to resolve any disputes, including a declared default, prior to resorting to litigation. If the Carrier refuses to meet to resolve a dispute and the Cities are required to litigate such dispute, the Cities shall be entitled to recover their reasonable attorneys' fees and costs. In the event that a court of competent jurisdiction finds that a party has breached its obligations under this Agreement, the injured party shall be entitled to monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law.

8. Termination by the Cities. Except as otherwise expressly provided in this Agreement, the Cities may terminate this Agreement by providing written notice to the Carrier no less than one hundred eighty (180) days prior to the end of the term of this Agreement, including any renewal terms. The Agreement shall terminate on the day following the date of the last passenger ticket sold.

9. No Waiver. Notwithstanding anything to the contrary, no term or covenant herein shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to either of the Cities under the Colorado Governmental Immunity Act, including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted.

10. No Multiple-Fiscal Year Debt. The Cities intend that this Agreement comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, and acknowledge that neither of them will have any obligation to fund the financial obligations under this Agreement other than for the current fiscal year. No provision of this Agreement shall be construed as creating indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever by the parties within the meaning of any constitutional or statutory debt limitation.

11. Assignment of Benefit. Carrier may not assign this Agreement to any person without the express written consent of the Cities.

12. Severability. If any provision in this Agreement or the application of such provision to any person or circumstance shall be invalid, illegal, or unenforceable, the remainder of this Agreement of the application of such provision to persons or circumstances other than those to which it is invalid, illegal, or unenforceable shall not be affected thereby.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any legal action arising under this Agreement shall be in the County of Larimer, State of Colorado.

14. Governmental Immunity. 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.

15. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. The Cities shall not be obligated to pay any costs not identified in this Agreement. Any unforeseen costs required to provide Carrier's flight operations from the Airport shall be paid for by Carrier. Except as provided herein, the Agreement may not be modified or amended except by written agreement of the parties.

16. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

17. Notices. All correspondence between the parties shall be directed to the following

and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Cities:

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

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

With a copy to:

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

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

To Carrier:

The Landline Company
Name: David Sunde
Title: President
Address: 12105 Crenshaw Blvd Suite C
Hawthorne, California 90250
E-Mail: david@landlineco.com

19. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Cities and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Airport Director reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Cities and the United States, the Cities shall have the unilateral right to modify or terminate this Agreement to ensure the Cities' compliance with all such agreements with the United States.

20. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year following their signatures.

CITY OF FORT COLLINS, COLORADO
A municipal corporation

By: _____

Title: City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

CITY OF LOVELAND, COLORADO
A municipal corporation,

By: _____

Title: City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

SECOND AMENDMENT TO AIR SERVICE AGREEMENT

THIS SECOND AMENDMENT TO AIR SERVICE AGREEMENT (“Second Amendment”), made and entered into as of the date of the last party’s signature by and between the Cities of Fort Collins and Loveland, Colorado (the “Cities”) and The Landline Company, a Delaware corporation and an operator under United Airlines hereinafter called “Carrier.”

WITNESSETH:

WHEREAS, the Cities jointly own and manage certain real property in Larimer County that is the site of the Northern Colorado Regional Airport (the “Airport”); and

WHEREAS, the Cities and the Carrier entered into an Air Service Agreement dated April 1, 2021 set forth the terms and conditions of Carrier’s operations at the Airport (the “Agreement”); and

WHEREAS, the Carrier operates scheduled “flights” utilizing a fleet of luxury coaches in lieu of aircraft to transport passengers to Denver International Airport to complete their travel; and

WHEREAS, the Cities and Carrier amended the Agreement in 2022 to extend the waiver of the outbound passenger fee for a total of twelve months; and

WHEREAS, the Cities and Carrier desire to further amend the Agreement to reduce the negotiated fees in order to compensate Carrier for business disruption caused by construction of a new terminal building adjacent to Carrier’s operations and to align fees with companies offering similar services at the Airport and those fees that Carrier is paying at other airports; and

WHEREAS, the Cities acknowledge that certain benefits to the Airport and the communities continue to result from Carrier’s services at the Airport; and

WHEREAS, the Cities and Carrier desire to enter into this Second Amendment setting forth the terms and conditions of such amendments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencement of Scheduled Air Service. Starting no later than April 1, 2021, Carrier will begin providing no less than 28 scheduled flight segments per week of commercial passenger service (“Service”) from the Airport using a fleet of luxury coaches in lieu of aircraft. Once the Service from the Airport has begun, Carrier may discontinue such Service at any time. A reduction in scheduled flights per week from the above minimum or a discontinuance of Service shall, at the Cities’ option, permit immediate termination and relieve the Cities of their obligations under this Agreement. If the Cities exercise such option, the Cities shall provide written notice of the same to the Carrier and this Agreement shall immediately terminate.

2. Term. Unless earlier terminated pursuant to this provisions of this Agreement, the term of this Agreement shall be for one (1) year commencing from the Effective Date and shall automatically renew on a yearly basis for additional one (1) year periods.

3. Law Enforcement Costs. Carrier shall reimburse the Cities for all direct costs the Cities incur for law enforcement and security personnel required, now and in the future, by the Transportation Safety Agency (“TSA”) to provide security screening for Carrier’s Service, law enforcement officers in and around the terminal building, and security required on the aircraft ramp area and parking lots including random vehicle inspections, except to the extent that any such costs are reimbursed to the Cities by TSA. Payments shall be made to the Cities by Carrier within thirty (30) days of receipt of invoices submitted by the Cities, which invoices shall be submitted to Carrier not more frequently than monthly and which shall identify the specific law enforcement and security costs for which reimbursement is requested.

4. Airport Fees. Carrier shall pay all applicable airport fees as they currently exist and as they may hereafter be increased or decreased by the Cities pursuant to the rates, charges and fees adopted by the Cities’ councils on an annual basis. The Parties acknowledge that these adopted fees do not address this specific service offering, and therefore the Parties have negotiated alternative fees that are reasonably similar to traditional fees. The negotiated alternative fees shall be a fee of \$12 per departure per day for the first eight (8) departures per day and \$10 per departure for any departures in addition to the first eight (8) departures per day. Such fees will be in lieu of traditional aircraft landing fees. These reduced fees shall be payable retroactively from April 1, 2023 through December 31, 2024. Beginning January 1, 2025 or immediately at such time that Carrier begins airside operations, whichever occurs earlier, the Carrier shall pay the original negotiated alternative fees of \$25 per departure and \$4.50 per outbound passenger.

5. Compliance with applicable laws. At all times during its operations in and out of the Airport Carrier shall comply with all applicable federal, state and local laws.

6. Indemnification. The Carrier agrees to indemnify and hold harmless the Cities, their respective officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Carrier’s operations at the Airport, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Carrier or any subcontractor of the Carrier, or any officer, employee, or agent of the Carrier or any subcontractor, or any other person for whom the Carrier is responsible. The Carrier shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys’ fees. The Carrier shall notify the Cities and provide a copy of any and all written claims or demands within two business days of receipt. The Carrier’s indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the Cities. This paragraph shall survive the termination or expiration of this Agreement.

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Loveland, CO 80537

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

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

To Carrier:

The Landline Company
Name: David Sunde
Title: President
Address: 12105 Crenshaw Blvd Suite C
Hawthorne, California 90250
E-Mail: david@landlineco.com

19. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Cities and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that the Airport Director reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Cities and the United States, the Cities shall have the unilateral right to modify or terminate this Agreement to ensure the Cities' compliance with all such agreements with the United States.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year following their signatures.

CITY OF FORT COLLINS, COLORADO
A municipal corporation

By: _____

Title: City Manager

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

Assistant City Attorney

CITY OF LOVELAND, COLORADO
A municipal corporation,

By: _____

Title: City Manager

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

Senior Assistant City Attorney

Business Traveler



Photo: Courtesy of Landline / American Airlines

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OK

American Airlines Introduces TSA-Cleared Landline Bus Service to Philadelphia

Traveling between Philadelphia's airports could get a whole lot easier as Landline buses can now pass security on arrival thanks to a TSA ruling

by Lauren Smith

July 12, 2023

NEWS

SHARE



Travelers will soon experience a seamless journey between Atlantic City (ACY) or Lehigh Valley (ABE) airports and Philadelphia International Airport (PHL) thanks to American Airlines' Landline bus service.

This ground service has been granted security clearance from TSA, making travel more convenient and stress-free for all passengers.

Photo: Courtesy of Landline / American Airlines

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OK

Allentown-Bethlehem), and Lancaster (LNS).

Passengers can park their cars, check into their flights, and check their bags at their local airport before being shuttled to PHL in a luxury motor coach.

American Airlines launched the service after a pilot shortage forced it to ground around 100 regional jets and amid rising costs and mounting environmental worries that have made short-haul connections less viable for airlines.

While they don't have the glamour of air travel, coaches can be driven by staff with less training than pilots, can help airlines reduce carbon emissions to meet their environmental targets, and are time-competitive with flights on routes under 200 miles.

However, until now, Landline passengers have needed to clear security upon arrival at the Philadelphia airport. While their connections are guaranteed—and they'd be rebooked if traffic or security delays keep them from their next flight—the additional security hurdle has added time and uncertainty to the journey.

Edward Russell

@ByERussell · Follow



A Landline bus operating AA6355 departing from a gate airside at the Atlantic City airport this morning. The bus arrived at @PHLAirport gate F8, where passengers could connect on to other American flights without needing to clear security. bit.ly/44jHQL

David Sunde @davidsunde

Day 1 🚌 🇺🇸

6:31 AM · Jul 12, 2023



11



Reply



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Upon launching the Landline connections, American Airlines expressed its hope that it would soon be able to conduct these coach journeys inside security, or “airside,” in airport parlance.

A year on, it's finally won approval from the Transportation Security Administration (TSA) for airside, security-cleared bus journeys from Atlantic City and Lehigh Valley airports.

That means travelers can arrive at their local airport, clear security there, get on the bus, and be delivered airside in Philadelphia, skirting the longer security lines at the busier airport.

President of Corporate Security at American Airlines, said.

“This program streamlines the passenger experience and enables travelers to seamlessly travel out of a large international airport conveniently by going through our security screening process from a smaller international airport,” added Gerardo Spero, TSA’s Federal Security Director for Philadelphia International Airport.

Photo: Courtesy of Blake Guidry / Unsplash

American Airlines and Landline had to demonstrate they could keep TSA-screened passengers sterile during their bus journeys to offer the service. “We have put in numerous security requirements for the bus operators and all airline personnel to ensure robust security protocols are followed at all times,” explained Spero.

According to Landline CEO David Sunde, this includes sealing all doors and windows on the coach (while still ensuring passengers can exit in an emergency) and monitoring the bus’s journey from one airport to the other using GPS.

Connections from Lancaster Airport won’t be conducted behind the security barrier, showing the scrutiny TSA has applied to the bus journeys.

Meanwhile, the Philadelphia area is one of many places some regional flights are taking place on the motorway.

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OK



Photo: Courtesy of Landline

Landline has also partnered with United Airlines to offer connections between Denver and Fort Collins/Loveland Airport (FNL) and the Breckenridge ski resort and with Sun Country Airlines to deliver passengers from regional airports in Minnesota and North Dakota to Minneapolis-Saint Paul International Airport (MSP). However, none of these journeys have been awarded TSA clearance, and passengers must be screened upon arrival at the main airport.

RELATED STORIES



NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 12

MEETING DATE: August 17, 2023

PREPARED BY: Aaron Ehle – Airport Planning & Development Specialist

TITLE

Planning & Development Subcommittee Membership and Role

RECOMMENDED AIRPORT COMMISSION ACTION

Advise staff on membership of the PDSC and possible changes to the charter

BUDGET IMPACT

None

SUMMARY

The Planning & Development Subcommittee (PDSC) serves in an advisory role to the Airport Commission. The group consists of Airport staff, staff from both Cities, citizen members, and a representative of the FNL Pilots Association.

Since the PDSC was formed, Tom Fleming has served as a citizen member in addition to serving as a citizen member on the Airport Commission. Although Mr. Fleming no longer serves on the Airport Commission, his appointment to the PDSC was reaffirmed at the July meeting. There is currently not an Airport Commission member on the PDSC.

Jason Licon, the former Airport Director was the Chair of the PDSC, meaning that the group currently has no appointed Chair.

At the July meeting, Commissioner Stooksbury suggested that PDSC membership and charter be discussed at the upcoming meeting.

ATTACHMENTS

PDSC Charter

Northern Colorado Regional Airport Planning and Development Subcommittee Subcommittee Charter: Amended 9/19/2019

Purpose

The Planning and Development Subcommittee (PDSC) has been formed by the Northern Colorado Regional Airport Commission as a subcommittee pursuant to Section 12 of the Commission Bylaws to facilitate strategic planning for the airport and its immediate surroundings. It includes the following major objectives:

- i. To support the development of an updated Strategic Plan and the Airport Master Plan;
- ii. to provide ongoing support and input on specific plans and proposals for the development of Airport land; and
- iii. to provide input on other business development efforts as appropriate.

The PDSC serves only in an advisory role to the Airport Commission, and may provide recommendations to the Commission as the committee deems appropriate or as requested by the Commission. The PDSC has no authority to take any formal action or to direct the expenditure of funds or resources.

Members

Initial membership of the PDSC will consist of the following individuals:

- Thomas Fleming, Airport Commission Vice-Chair
- Jason Licon, Airport Director (PDSC Chair)
- Aaron Ehle, Airport Business Development & Planning Specialist
- Diane Jones, The Formation Group
- Mike Scholl, City of Loveland Economic Development Manager
- Josh Birks, City of Fort Collins Department of Economic Health Director
- James Hays, FNL Pilots Association President
- Robert Middleton, At Large

Membership may change over time; however, it is anticipated that the number of members involved at any given time will remain approximately the same. Other individuals may be asked to take part in the PDSC from time to time in an ad-hoc, advisory role as needed. Formal Commission approval is not required for amended membership.

Because of the breadth of the PDSC's charter, it may be necessary or appropriate to form other subcommittees from time to time to address related topics. If directly related to the purpose of the PDSC, then the PDSC may form the subcommittee and advise the Commission. If the scope is unrelated to or exceeds the PDSC's charter, then the PDSC will submit the proposal to the Commission for consideration and approval as appropriate.

Duration

The duration of the PDSC will be determined by need for support on current and future Airport planning and development projects. However, the Commission, at its sole direction, may dissolve or alter the focus of the PDSC to best serve the Airport's interests.



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

ITEM NUMBER: 13

MEETING DATE: August 17, 2023

PREPARED BY: Aaron Ehle – Airport Planning & Development Specialist

TITLE

Airport Financial Overview

RECOMMENDED AIRPORT COMMISSION ACTION

Informational

BUDGET IMPACT

None

SUMMARY

Airport staff has prepared a presentation that explains the Airport's current financial model. It covers revenues, expenses, and economic impacts associated with the Airport. The presentation attempts to quantify the costs and benefits to the Cities under the current ownership structure and governance model. This information may be helpful as decisions are made about future governance.

ATTACHMENTS

Airport Financial Overview Presentation

Airport Finance

A comprehensive overview of the Northern Colorado Regional Airport's current financial model

1

Goal & Topics of Discussion

- Goal
 - Provide a 30,000-foot view of the Airport's finances
- Topics
 - Revenues
 - Expenses
 - Economic Impacts
- Data included in this presentation is from 2021 (pandemic impacts)



2

Specific Focus Areas



- Historical Background
- Obligations & Funding
 - Self-generated revenues
 - Capital funding
 - Grants what they are and what they can be used for
 - Funding sources and formulary contributions and match requirements
- Operational cost centers
 - Personal services
 - Supplies
 - Professional services
- Cities support and benefits

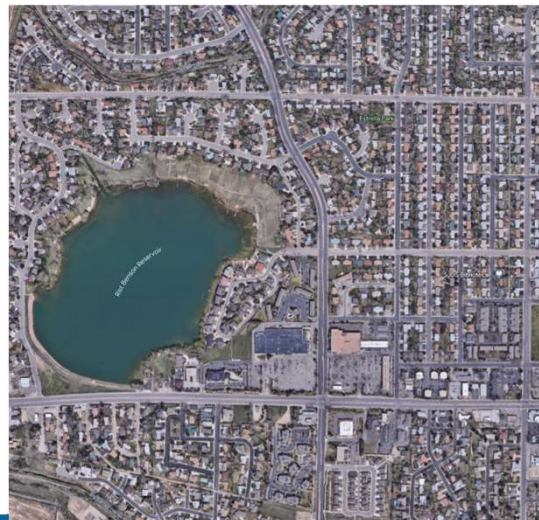


3

Historical Background



- Cities desired to partner and construct a larger facility to combine their two smaller 1920's era airports
 - Christman Field in Fort Collins still exists
 - Loveland Municipal is to the right
- Airport property acquisition & construction
 - Federal land and capital infrastructure grant in 1964
 - Runway, taxiways, and facilities
 - Required to be used for aviation purposes, and continued federal funding acceptance bind the Cities to these provisions



4

Historical Background

NORTHERN COLORADO
REGIONAL AIRPORT

- The intergovernmental agreement between the Cities outlines the management and authority for the airport
- Current IGA had its origins from 1994, after the property was annexed into the City of Loveland in 1986
- Conclusion was that Loveland was “the logical managing partner” due to their ability to collect revenues from the airport and geographical proximity.



5

Obligations & Funding: Grants

NORTHERN COLORADO
REGIONAL AIRPORT

- Publicly funded improvements made over time specific to supporting aviation needs
 - Federal funds pay up to 90%
 - State funds pay for 5%
- Acceptance of federal and state grants require airport property be used for supporting aeronautical purposes
 - Or municipalities must repay undepreciated grant amounts **plus the value of property**



**Federal Aviation
Administration**



6

Obligations & Funding: Grants



- Federal Grant Assurances require that the Airport be operated and managed as self-sustaining as possible
 - All revenues must be reinvested into airport operational expenses
 - Grants provide the capital needed to maintain the safety of airport users- primarily focused on runways, taxiways, and navigational aids
 - Life limited = depreciation of assets
 - Require sponsor to maintain the facilities and provide for revenue generating needs

7

Obligations & Funding



- FAA Exemption: Northern Colorado Law Enforcement Training Center
 - 43-acre site originally purchased through the federal land grant required the Cities obtain approval from the FAA to use the land for non-aviation purposes
 - Approval requires property be leased at fair market value and paid directly to the Airport
- Other non-aeronautical property exists, but is limited and shown on FAA approved Airport Layout Plan

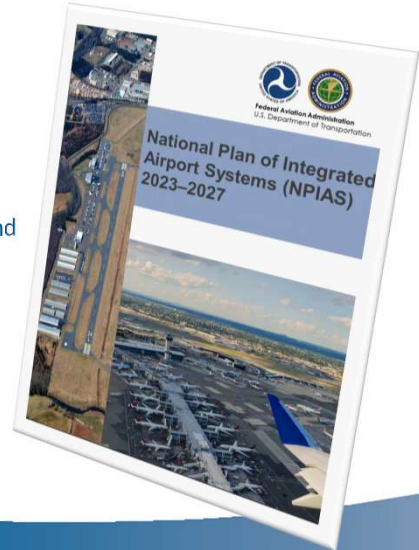


8

Grant Funding: Federal

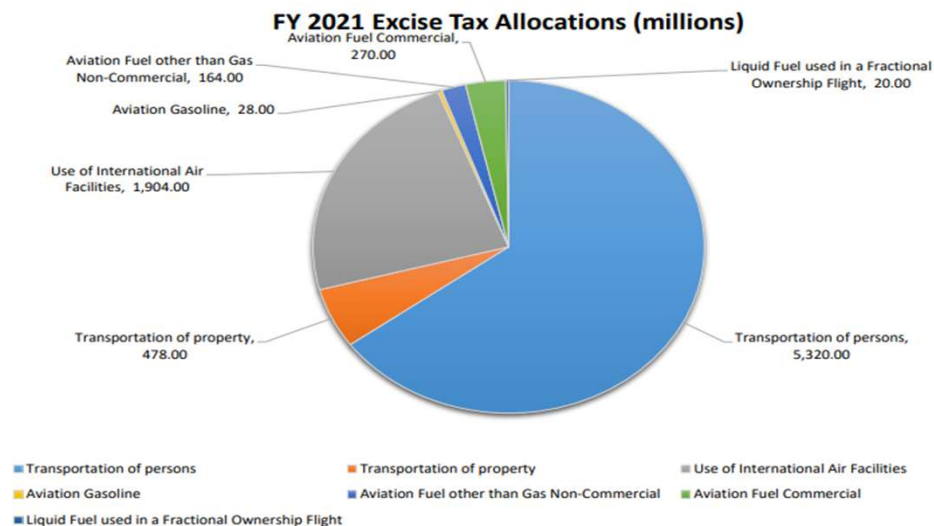


- Federal
 - National Plan of Integrated Airport Systems
 - Majority of the federal funding provided to airports are self generated by the aviation industry through the taxation of aviation
 - 90% or greater is derived from commercial airline ticket and fuel taxes
 - Less than 10% is generated from all other aviation users
 - All goes into Federal Airport and Airway Trust Fund (AATF)
 - FAA distributes the funding based on need and formula, sometimes funding comes through USDOT directly
 - Safety is the top priority



9

AATF FY 2021 Excise Tax Revenues



Total excise tax revenue \$8,186*

*In FY21, there were refunds from the trust fund of \$5.09M for aviation fuel taxes and \$8.18M for aviation taxes other than gasoline.

10

Grant Funding: Federal

NORTHERN COLORADO
REGIONAL AIRPORT

- Airport & Airways Trust Fund
- Airport Improvement Program
 - Formulary Grants
 - Discretionary Grants
- Temporary Rules
 - Pandemic grants, such as the CARES Act, ARPA, & CRSSA
 - BIL/ IIJA: 5 years of additional federal funding
- New General Aviation Airport Classification for FNL: National



11

Grant Funding: Federal

NORTHERN COLORADO
REGIONAL AIRPORT

- FNL qualified as a Primary nonhub airport in 2022 with Avelo Airlines
 - Brings \$2+ million in formulary grants in 2024 (\$1m AIP, \$1m BIL)
- No scheduled commercial flights in 2023 other than charter flights, which will likely result in a Nonprimary Commercial Service airport reclassification

Airport Categories	Criteria	Known as:
Commercial Service	Public-owned airports with more than 2,500 annual enplanements (passenger boardings) and scheduled air carrier service	
• Large Hub	Receives 1% or more of the annual U.S. commercial enplanements	Primary
• Medium Hub	Receives 0.25 to 1.0% of the annual U.S. commercial enplanements	Primary
• Small Hub	Receives 0.05 to 0.25% of the annual U.S. commercial enplanements	Primary
• Nonhub	Receives less than 0.05% but more than 10,000 of the annual U.S. commercial enplanements	Primary
• Nonprimary Commercial Service	Also referred to as nonhub nonprimary, these airports have scheduled passenger service and between 2,500 and 10,000 annual enplanements.	Nonprimary
Reliever	An airport designated by the Secretary to relieve congestion at a commercial service airport and to provide more general aviation access to the overall community.	Nonprimary
General Aviation	A public-use airport that does not have scheduled service or has scheduled service with less than 2,500 passenger boardings each year.	Nonprimary

12

Grant Funding Federal

NORTHERN COLORADO REGIONAL AIRPORT

- National classification will provide \$845,000 annually guaranteed from the FAA
 - \$150K AIP, \$695K BIL
- BIL/IIJA additional formulary funding expire in 2026

A 5-year, \$25 billion investment in the nation's air transportation system.

\$5B AIR TRAFFIC FACILITIES
For airport projects that increase safety and expand capacity.

\$15B AIRPORT INFRASTRUCTURE
For airport projects that increase safety and expand capacity.

\$5B AIRPORT TERMINALS
To replace aging terminals and airport-owned towers, increase terminal energy efficiency and accessibility, and more.

BIPARTISAN INFRASTRUCTURE LAW

13

Grant Funding: State

NORTHERN COLORADO REGIONAL AIRPORT

- Funds are 100% self generated through taxation of aviation fuel
- Colorado Department of Transportation Division of Aeronautics
 - Funded through the 2.9% sales tax on aviation fuel
 - Distributes 2/3 of this back to the airport in which the fuel sale originated
 - Remaining 1/3 is put into the discretionary grant program
- Denver Airport provides 80% of state funding

Aviation Tax Revenue Structure

93.2% **Excise Tax**
Jet Fuel (Non Airline)
\$0.04/Gallon

6.1% **Sales Tax**
All Jet Fuel
2.9% on Retail

0.7% **Administration**

Aviation Tax Expenditures

67% **Aviation Grants/Statewide Initiatives**

30% **Aviation Tax Refunds**

3% **Administration**

**FY2020- \$26.6 million
FY2021 - \$17.0 million
FY2022 - \$43.6 million
FY2023- \$63.0 million**

14

Grant Funding: State



- State funding provides for the following at FNL:
 - Remote Tower (100%)
 - Federal Grant Matches (50% of local share or 10% split 5%/5%)
 - State-Local Grants (up to 90%)
 - Surplus Equipment (80%)
 - Internships (50%)

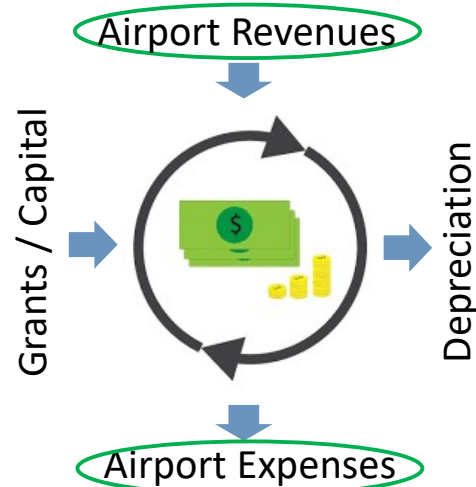


15

Self-Generated Revenues



- The airport has been operated as a quasi-business seeing that much of the revenues that it generates are used to sustain its expenses.
- This is primarily for the operations and maintenance of the facility
- The airport has been self-sustaining since 2019 for operations and maintenance

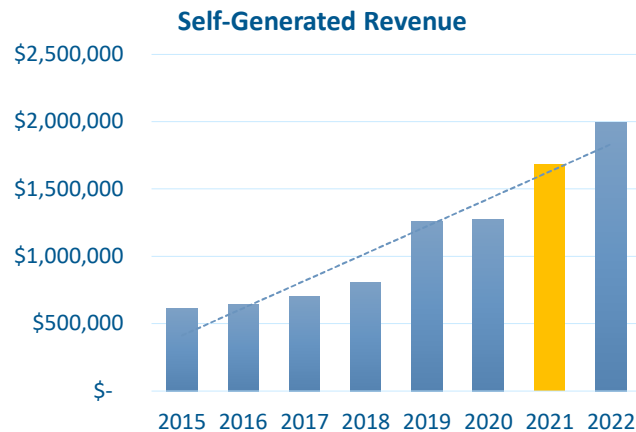


16

Self-Generated Revenue



- Strategic plan objective was to become financially self sufficient 2015-2021
 - Airport generated revenues rose from \$617,000 in 2015 to \$2 million in 2022
 - \$372,350 was provided by the Cities toward NCLETC land lease in 2021

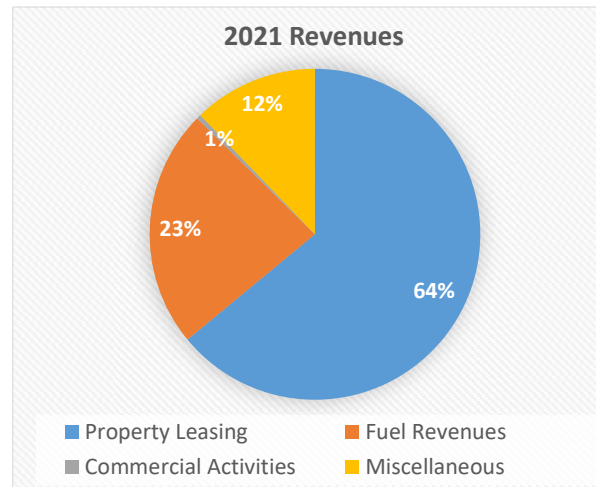


17

Self-Generated Revenue



- 2021 Total: \$1,684,665
 - Property Leasing: \$1,078,369
 - Hangars \$247K, Airport Businesses & Land Leases \$739K, FBO \$93K, NCLETC & non-aero \$372K
 - Fuel Revenues: \$393,330
 - Fuel flowage, State & County sales tax reimbursements
 - Commercial services: \$7,490
 - Landing fees, terminal fees, concessions, paid parking
 - Miscellaneous: \$205,476
 - Sale of surplus assets, use of equipment (ARFF equipment fire support) \$85K, airshow revenues \$85K

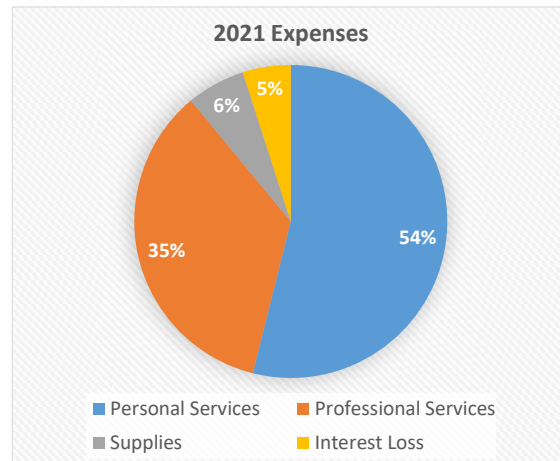


18

Expenses



- **2021 Total: \$1,178,641**
 - **Personal Services \$668,421**
 - Salaries & benefits for 7 FTE
 - **Professional Services \$435,275**
 - Contracted services, utilities, training, travel, administrative fees, maintenance, insurance, marketing
 - **Supplies \$74,945**
 - Consumables, fuel, materials, deice, janitorial, tools, office equipment, etc.
 - **Interest Losses \$61,294**
 - Rare loss of investment interest due to pandemic



19

Capital Investments & Transfers



- The airport must ensure that adequate savings are available for operational reserves and for capital grant matches
- Capital plan indicates a significant amount of funding to be applied toward large capital projects in the short-term future
- **2021 Capital**
 - **Terminal design expenses**
 - Revenues & Expenses: \$631,385
 - Due to 100% funding of this grant
- **2021 Transfer to Capital: \$444,730**



20

Costs to the Cities in 2021

NORTHERN COLORADO
REGIONAL AIRPORT

- The Airport pays for certain services that the City of Loveland provides for administrative support
- Airport paid: \$169,496
- Loveland allocation: \$330,206
- Fort Collins allocation: ~\$10,000
 - City Council, CM, Legal, Clerk
 - Estimated based on workload for the year

Service Center	Loveland Provides	Fort Collins Provides	Airport Pays
City Council	\$ 1,355	\$ 1,200	
City Manager Office	\$ 7,540	\$ 3,000	
Legal Services	\$ 4,554	\$ 2,000	
City Clerks	\$ 58,827	\$ 2,000	
Public Information	\$ 1,208	\$ -	
Finance	\$ 72,696	\$ -	
General Fund Admin	\$ 311	\$ -	\$ 23,450
Budget	\$ 2,059	\$ -	
Human Resources	\$ 16,596	\$ -	
Employee Benefits	\$ 1,819	\$ -	
Information Technology	\$ 32,530	\$ -	
Facilities	\$ 640	\$ -	
Risk Management	\$ 1,221	\$ -	
LFRA (estimate)	\$ 125,000	\$ -	\$ 17,000
Liability Insurance	\$ -	\$ -	\$ 31,682
Property Insurance	\$ -	\$ 1,800	\$ -
Fleet Management	\$ 3,850	\$ -	\$ 36,310
Financial Audit	\$ -	\$ -	\$ 13,960
Storm Water	\$ -	\$ -	\$ 21,383
Street Maintenance	\$ -	\$ -	\$ 25,711
Total	\$ 330,206	\$ 10,000	\$ 169,496

21

Direct Benefits

NORTHERN COLORADO
REGIONAL AIRPORT

- Fort Collins = \$0
 - No capability to collect taxes or fees
- Loveland = \$252,585
 - Aviation fuel sales tax = \$121,119
 - Property tax = \$131,466
 - Includes TTF properties with taxiway access
- Balance
 - Fort Collins cost = ~\$10,000
 - Loveland cost = \$77,621
 - Total cost = \$330,206
 - Total tax revenue = \$252,585

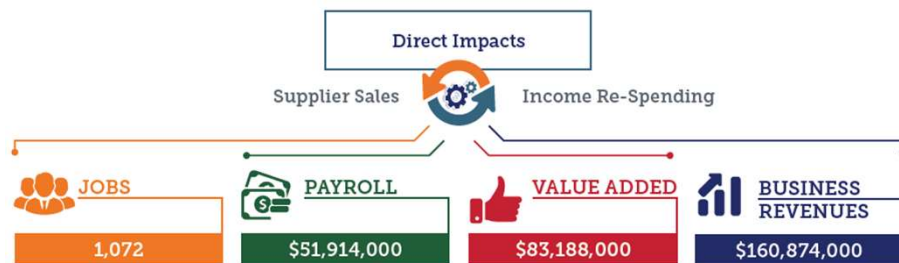


22

Indirect Benefits

NORTHERN COLORADO
REGIONAL AIRPORT

- A 2020 Economic Impact study performed by the Colorado Department of Transportation Division of Aeronautics identified that the airport provides **\$296 million** of economic benefit annually.
 - These include all that use, operate, benefit from, and visit through the airport each year.



23

Conclusion

NORTHERN COLORADO
REGIONAL AIRPORT

- The Airport is financially highly self sufficient
 - Operational and maintenance needs are met through self-generated revenues
 - Capital improvements are challenging to support due to rising costs and limited funding sources
 - Air service can be a revenue driver that could support other airport investment needs
- Intergovernmental agreement shifted the administrative oversight logically to the City of Loveland primarily due to the benefit from tax revenues
 - Airport costs haven't changed since the mid-1990's and should be reviewed as part of the governance investigation

24

Future



- Airport infrastructure needs are ineligible or low priority for grant funding is needing to be addressed
 - General Aviation infrastructure
 - Vehicle access roads and parking lots
 - Airport operations and maintenance facilities
 - Utility infrastructure
 - Landscaping and signage
- Cities need to strategically balance the ability to operate the Airport as a business with responsibilities of also adhering to regulatory requirements as a public use facility