



NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

MEETING AGENDA THURSDAY SEPTEMBER 21, 2023 3:30PM – 5:00PM

CALL TO ORDER

ROLL CALL

INTRODUCTION OF NEW COMMISSIONER

PUBLIC COMMENT

CONSENT AGENDA

1. AUGUST 17 MEETING MINUTES – P. 2
2. AUGUST FINANCIAL STATEMENT – P. 5
3. AUGUST DIRECTOR'S REPORT – P. 7
4. DIBBLE ENGINEERING CONTRACT AMENDMENT – P. 30

APPROVAL OF CONSENT AGENDA

AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

REGULAR AGENDA

5. AIRPORT COMMISSION SECRETARY APPOINTMENT – P. 43
6. AIRPORT COMMISSION VICE CHAIR APPOINTMENT – P. 44
7. FORT COLLINS-LOVELAND WATER DISTRICT EASEMENT – P. 45
8. 2024 BUDGET PRESENTATION AND RECOMMENDATIONS TO COUNCILS – P. 73
9. AIRPORT FINANCIAL OVERVIEW – P. 81
10. BUSINESS FROM MEMBERS

PULLED CONSENT AGENDA ITEMS

ADJOURN

Meeting Planning Calendar

<u>October 19</u>	<u>November 16</u>	<u>December 21</u>
<ul style="list-style-type: none">•5-Year Capital Improvement Plan Draft Review•Draft Land Use/Development Review Plan	<ul style="list-style-type: none">•Capital Improvement Plan Adoption•Remote Tower Project Update	<ul style="list-style-type: none">•Legal: Commission Roles and Responsibilities Training•Election of Officers for 2024•Meeting Schedule for 2024



Meeting Minutes for August 17, 2023

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

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

PUBLIC COMMENT Kelly Freeland, Owner of The Flying School, expressed concern about the closure of Runway 6-24 due to an air traffic control line-of-sight issue associated with the construction of the new terminal and requested that the construction trailer be moved so the runway could be reopened. Interim Director, Dave Ruppel, explained that moving the trailer would only be a short-term solution, as the view of the eastern end of the runway would be blocked from the mobile tower when vertical construction begins. He also explained that the line-of-sight issue will be resolved once traffic is being controlled from the remote tower and that the Airport was coordination with the FAA on options for re-opening the runway. Commissioner Stooksbury and Chair Overcash requested follow-up on this item at the next meeting.

3:52 p.m. Chair Overcash exited the room.

3:53 p.m. Chair Overcash entered the room, appointed Commissioner Adams to act as Chair for the remainder of the meeting and exited the room.

CONSENT AGENDA

Commissioner Stooksbury moved to approve Consent Agenda. The motion, seconded by Commissioner Arndt, carried with all Commissioners present voting in favor thereof.

Pulled Items: None

Consent Follow up: None

Public Comments: None

MONTHLY REPORT Staff is preparing the RFP for repairs to the C hangars. The Remote Tower system developer is moving forward with work to recertify the system. Staff is working with the FAA and SERCO to determine if it is possible to add a STARS Radar repeater in the mobile air traffic control tower. Construction continues on-track for the terminal project. The snow broom donation from Idaho must be approved by the Loveland City Council. This item is schedule for September 5th.



REGULAR AGENDA

11. Landline Contract Amendment

Aaron Ehle, Airport Planning and Development Specialist, presented this item in accordance with the staff report.

When Landline's agreement was negotiated in 2021, 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, has provided two six-month fee waivers to Landline.

Due to the disparity between Landline's agreement and Groome's agreement, the disparity between Landline's rates at Denver international Airport and FNL, and the negative impact the terminal construction is having on Landline's operations, staff have negotiated new terms through 2024.

The amended terms are: \$12 per departure to DIA for the first 8 departures and \$10 per departure for any departures beyond 8 per day to DIA. In 2025 or when Landline begins offering secure-to-secure service, whichever happens soonest, the original rates will resume.

Commissioner Stooksbury moved to amend the Landline contract. The motion, seconded by Commissioner DiMartino, carried with all Commissioners present voting in favor thereof.

12. PDSC Membership

Aaron Ehle, Airport Planning and Development Specialist, presented this item for discussion:

Commissioners expressed that they would like to see amendments to the PDSC charter which clearly outline membership and terms.

Staff requested direction on how to proceed with development proposals. The Commission directed staff to finish work on the land use plan and to present options for the development review and approval process at the October meeting.

At the direction of the Commissioners, Acting Chair Adams requested that agenda item 13 be continued to the next September meeting due to time constraints.

11. Business from Members

None

ADJOURNMENT

Commissioner Adams adjourned the meeting at 5:02 p.m.



Respectfully Submitted,

Commission Chair, Don Overcash

DRAFT



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: September 21, 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 August include:

- The monthly statement indicates just over \$8.38 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 \$2.38 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 August



NORTHERN COLORADO REGIONAL AIRPORT

Airport Statement of Revenues and Expenses

From 01/01/2023 - 8/31/2023

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	142,380	160,196	170,000	255,000	56%
FBO Rent	62,781	62,781	62,759	94,134	67%
Gas and Oil Commissions	170,750	219,322	126,664	190,000	90%
Aviation Fuel Tax Reimbursement	148,030	129,863	111,000	166,500	89%
State Aircraft Fuel Tax	97,443	98,303	90,000	135,000	72%
County Aircraft Fuel Tax	50,587	31,560	21,000	31,500	161%
Land Lease	416,499	348,943	333,336	500,000	83%
Land Lease PD Training Ctr	206,086	188,626	261,072	391,600	53%
Terminal Lease and Landing Fees	22,504	5,520	8,272	12,400	181%
Terminal Lease and Landing Fees	3,004	3,061	3,808	5,700	53%
Concessions	19,500	2,458	4,464	6,700	291%
Parking	0	0	0	0	0%
Miscellaneous	36,689	61,452	96,600	144,900	25%
TOTAL OPERATING REVENUES	1,205,720	1,176,703	1,169,703	1,754,534	69%
OPERATING EXPENSES					
Personal Services	556,651	477,705.91	726,360.00	1,089,540	51%
Supplies	54,568	70,861.69	86,444.00	124,900	44%
Purchased Services	312,414	282,641.04	994,737.36	1,496,860	21%
TOTAL OPERATING EXPENSES	923,633	831,209	1,807,541	2,711,300	34%
OPERATING GAIN (LOSS)	282,086	345,495	(637,839)	(956,766)	
NONOPERATING REVENUES (EXPENSES)					
City Contributions	2,000,000	0	2,000,000	2,000,000	100%
Passenger Facility Charge	0	0	0	0	
Interest Income	38,963	15,888	34,000	51,000	76%
Capital Expenditures	(895,753)	(663,050)	(20,594,448)	(30,891,667)	3%
TOTAL NONOPERATING REVENUES (EXPENSES)	1,143,210	(647,162)	(18,560,448)	(28,840,667)	
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	1,425,296	(301,667)	(19,198,287)	(29,797,433)	
Capital Contributions	1,155,730	900	18,228,000	31,248,000	4%
CHANGE IN NET POSITION	2,581,027	(315,362)	1,679,499	1,450,567	
NET POSITION, Beginning	21,237,480	19,864,422			
NET POSITION, Ending	23,818,507	20,200,495			
Investment in Capital Assets	15,440,026	15,805,175			
Net Position Available for use	8,378,481	4,395,320			



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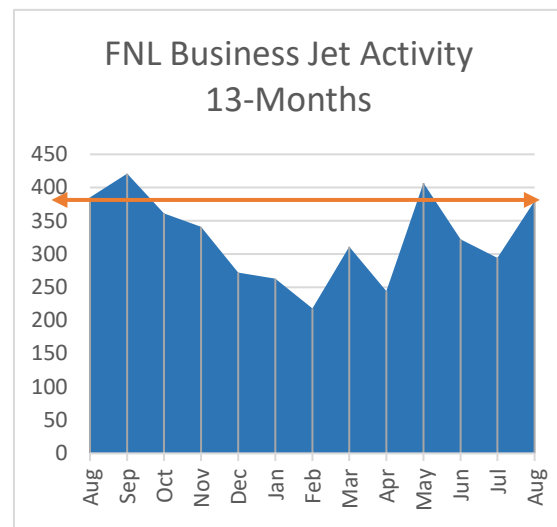
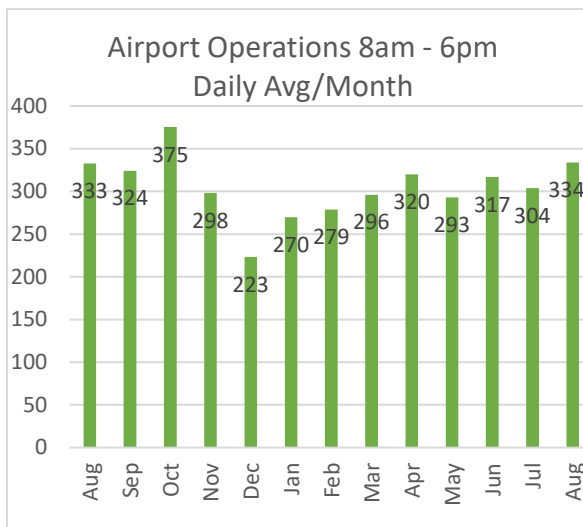
Date: September 21, 2023
To: Northern Colorado Regional Airport Commission
From: David Ruppel, Airport Director
Re: August Airport Report

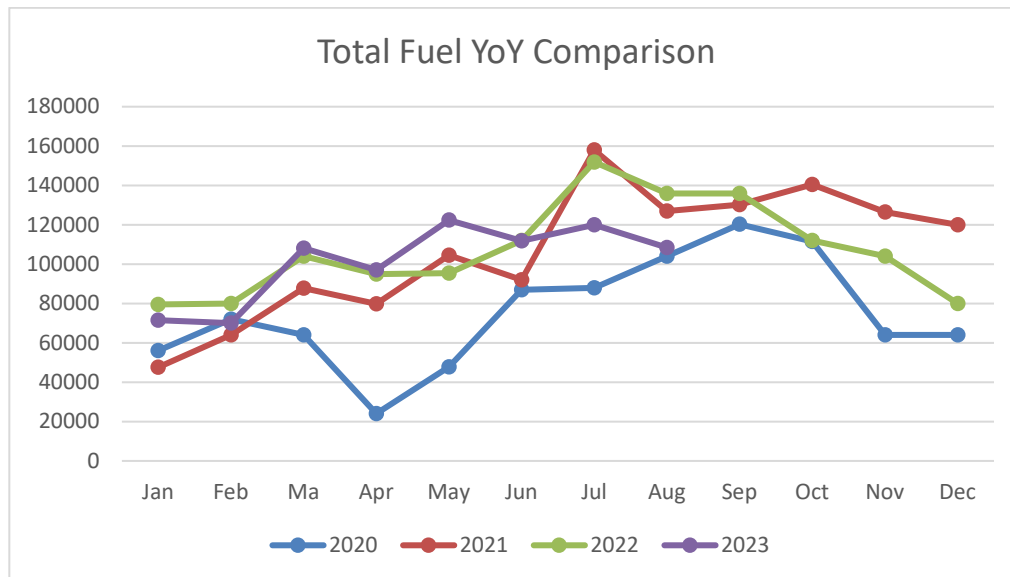
Report Highlights

- The bid process for the Airport T-hangar repairs has been initiated.
- 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.
- Hensel Phelps achieves critical September milestone on the Terminal project.
- New Snow Broom delivered to FNL.

Airport Activity Dashboard

- Flight operations for the month of August averaged 334 per day, and the twelve-month rolling average is 303.
- Wholesale fuel ordered by the jetCenter FBO was 108,402 gallons for the month of August, a decrease of 25% compared to the previous August at 143,880 gallons, likely attributable to the weather in August.
 - Total year to date fuel for jetCenter is down 13% year over year.
 - Total fuel flowage through August is 848,685 gal compared to 972,288 gal in 2022
- Business jet activity for August compared to the same month in 2022 was only 2% less, going from 385 to 380 operations.





Airport Owned T-Hangars Update

The bid process has been initiated.

Remote Tower

Searidge is moving forward with development of the required System Design Approval (SDA) documents and is working on cost estimates for the system camera and display upgrades. The Remote Tower Project Team has 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 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 FAA is still 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

Hensel Phelps, the contractor for the new Terminal project, began setting support piers for the foundation which is a key milestone for the month of September. They can install about two piers a day, drilling down about 30 feet to reach bedrock and then installing the pier cage and filling the structure with concrete. The Terminal is on track and the next big milestone will be the installation of the foundation structure.

The Airport completed the installation of an overflow parking lot, providing an additional 125 slots for parking and temporary lighting using solar lights.



Mobile Tower Line-of-Sight

The FAA held the Runway 06/24 Closure Safety Risk Management Panel on August 23rd to address how best to handle the Mobile Tower loss of visibility for a portion of Runway 6/24 caused by the location of the terminal construction trailer and the eventual construction of the terminal. The final results of that panel will be released in a few weeks but panel decided to keep the NOTAM'd closure in place until Air Traffic can provide direction. The closure was considered to be a low risk and since it only impacts the airport during tower operations, the impact to airport operations is considered to be relatively small. Once the Remote Tower becomes operational again, all of Runway 6/24 will be visible again. Relocation of the Mobile ATCT was discussed but is not a viable option.

The FAA is evaluating whether a STARS repeater display can be placed in the Mobile ATCT. Installation of a STARS display in a Mobile ATCT is considered a non-standard configuration. The controllers and Air Traffic are in favor of this proposal since it will support better situational awareness and a safer operating environment at FNL. A decision is expected in the next two to three weeks.

Airport Equipment Donation

Airport staff picked up the Sun Valley Idaho Airport snow broom, valued at \$579,000, on the 10th of September. A team from FNL and the City of Loveland Fleet Department traveled to Sun Valley to

verify the condition of the equipment and the shipping company's tiedown procedures and the equipment arrived at FNL on Tuesday September 12th. This rotary broom will be a significant addition



to FNL's snow removal capability.

Governance Study

Dan Reimer, DSR LLC, the legal consultant hired by the two Cities to evaluate the Governance options available, has completed his interviews with individual Council members and is finalizing his report regarding governance options. The internal staff team will be discussing next steps after his final report received in the next couple of weeks.

Airport Scheduled Events

- September 12-14 – CAO A Airport Lighting Maintenance Training
- September 23rd - Aims Girls in Aviation Day (Greely Campus)
- Numerous Charter Flights for Local Football Teams
- October 6-7 Colorado State University's "Colorado Drone Airshow 2023"

Attachments

1. Remote Tower Project Report for August from WEPA
2. Loveland Fire and Rescue Authority ARFF monthly report
3. News Article:
"FAA panel sees low risk at short Loveland airport runway but keeps it closed"



August 31, 2023

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

Section A – Remote Air Traffic Control Contract Progress Report #26

Re: Period: August 1 through August 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:

We are awaiting Searidge's latest submittal of the System Design Approval (SDA) documents to meet the latest FAA set of requirements. Searidge has submitted the System Safety Plan to TechOps for evaluation. Additionally, I have requested an estimated cost to upgrade the system's cameras and displays to a 4K configuration.

Searidge is evaluating their options in light of not being paid by the FAA. At this stage, they have two options. First is to move forward and produce the necessary SDA documentation and upgrade the system at their sole expense. It is unknown what their cost might be to do so. The second, which is far less attractive, is to follow in Saab's footsteps at Leesburg and decline to complete the SDA and certification process. I continue to be hopeful that Searidge will step up and continue to push forward to system certification, and that the FAA will reconsider funding their efforts.

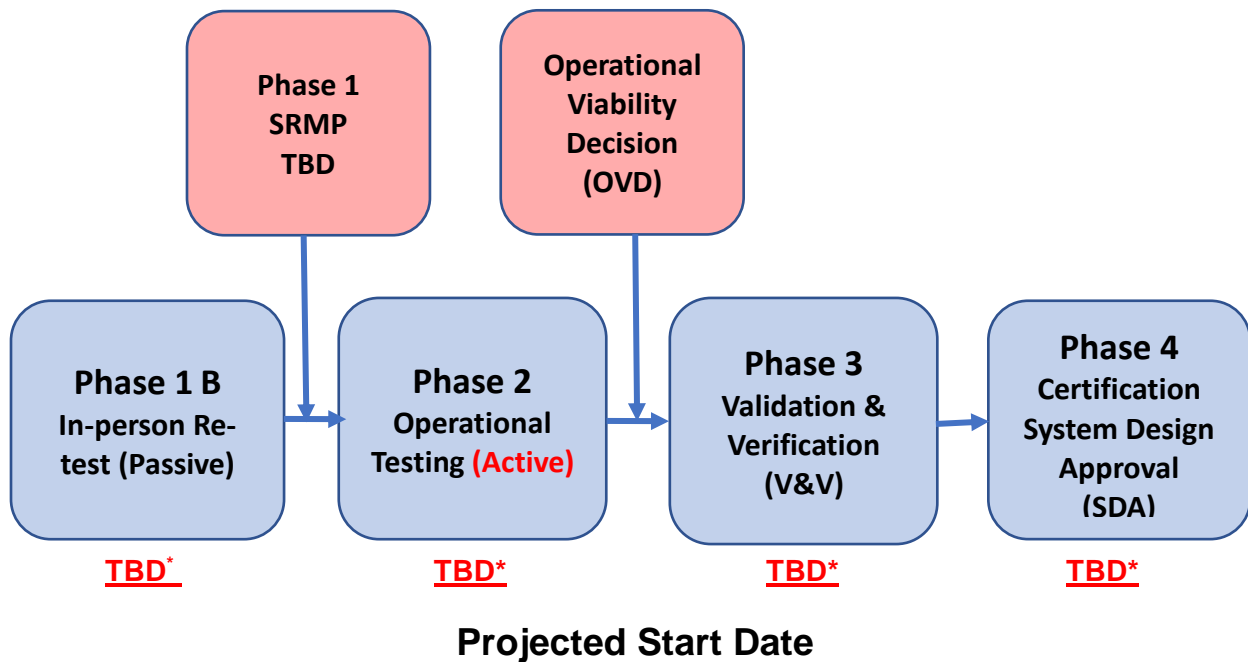
To be clear, Searidge has not performed as well as they might have, which contributed to the FAA issuing the Stop Work Order. This, however, did not stop Searidge from moving forward while not being paid. It is my belief that the FAA should reevaluate its position not to fund Searidge, as the extent of the requirement changes and the intervention of the COVID pandemic were not anticipated by the State, Searidge or the FAA when this project was begun. There was no way anyone could have foreseen the impact COVID would have on the project or the rest of the nation.

Changes to the requirements should have been expected as is the case with any development project, especially one that will be this impactful to the NAS. It is for this reason that I believe the FAA should take a more open position on the challenges facing the vendor and become more of a partner and continue to fund their efforts. To better understand where we are and what has contributed to where we are, attached is a listing of major project milestones in the form of a project history.

The Runway 6-24 closure issue has been addressed by a Safety Management Panel which considered how best to address the problem caused by the location of the terminal construction trailer and the eventual construction of the terminal. The final Safety Management Document will be issued in a couple of weeks. In short, Runway 6-24 will remain closed by NOTAM. A more permanent solution could be to displace Runway 24 a designated distance and/or utilize cameras such as the one in the Remote Tower. It is worth noting that once the Remote Tower is operational, the controllers will be able to see Runway 6-24 once again. Relocation of the mobile ATCT was discussed, but is not a viable option.

The FAA is in the process of determining if a "slaved" STARS display can be placed in the mobile ATCT. Installation of a STARS display in a mobile ATCT is being characterized as a non-standard configuration. It would not be the only such application, as other temporary ATCT have been equipped with displays. The controllers and Air Traffic are in favor of this proposal, as it will support enhanced controller situational awareness and support a safer operating environment at FNL. A decision is expected in the next two to three weeks.

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. Completed.

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. Completed.

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. Completed.

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 FNL for meetings with Airport Board and the Cities of Fort Collins and Loveland.

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.

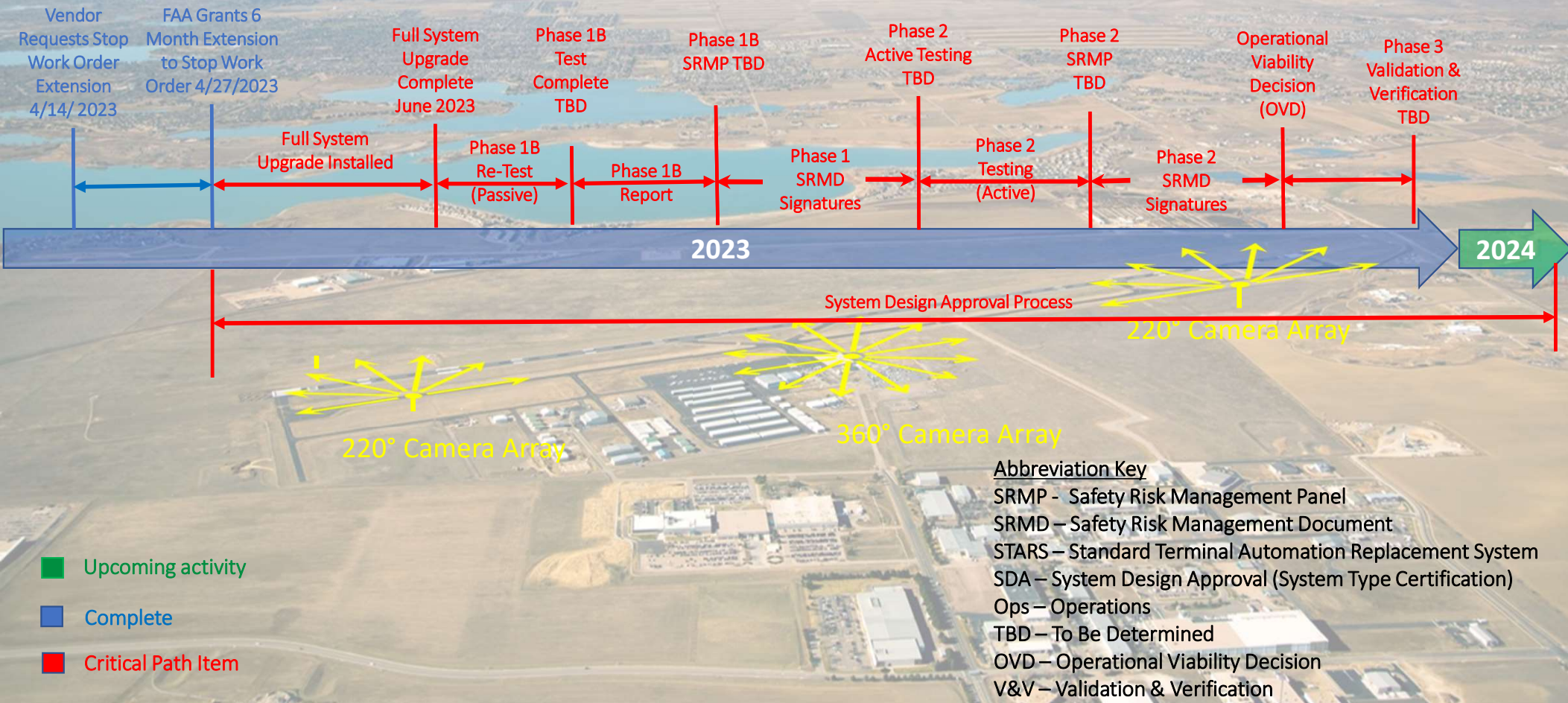
Glossary of Project Technical Acronyms

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 August 31, 2023.
2. Colorado Remote Tower Project History.

Colorado Remote Tower Timeline (Draft)



Colorado Remote Tower Project History

**William E. Payne, P.E.
Program Manager Colorado Remote Tower Project**

Background

One of the reasons we find ourselves in the position we are in today is that the FAA's Operational Visibility Requirements (OVR), Operational Safety Assessment (OSA) and Remote Tower Advisory Circular (AC) were created and published **FOLLOWING** the design, installation, Site Acceptance Test, Phase 0 Passive Testing and completion of the Phase I Safety Risk Management Document (SRMD) by the FAA. Please refer to the timeline below:

1. February 2013 CDOT executes agreement with FAA to fund remote tower - \$8.8 M.
 - System development begins in the FAA's Surveillance Broadcast Services (SBS) Program Office.
2. May 2015 Program migrated from SBS to FAA's NextGen (ANG-C) office.
 - Letter from NextGen accepting the Colorado Remote Tower Project.
 - Program name changed from Blended Airspace to Remote Tower Project.
3. September 2015 Northern Colorado Regional Airport (FNL) selected as evaluation site selected by the FAA and the State of Colorado.
4. July 2017 Searidge selected as project vendor as a result of a competitive proposal process.
5. October 2017 system design initiated.
6. September 2018 system installation complete.
7. October 2018 Site Acceptance Test (SAT) complete:
 - FAA 2018 Reauthorization establishes the Remote Tower Pilot Program;
 - FNL and Leesburg Executive Airport (JYO) are first two Pilot Program airports.
8. November 2018 Phase 0 testing complete.
 - Letter sent to Searidge outlining the system deficiencies observed at that time.
9. July 2019 Phase 1 Safety Risk Management Document
 - Draft Operation Visual Requirements (OVR 1.0) published.

10. March 2020 Mobile ATCT operational.
11. May 2020 on site passive testing put on hold due to COVID-19 pandemic.
12. December 2020 Draft Operational Safety Assessment (OSA) published.
13. March 2021 virtual/remote passive testing.
14. March - April 2022 Phase 1 passive testing at FNL conducted.
15. July 2022 memo to Searidge enumerating operational and technical deficiencies.
16. February 2022 Draft V3.0 Remote Tower Advisory Circular (AC) published.
17. October 2022 FAA issued **STOP WORK ORDER** to Searidge owing to incomplete system design approval intake, and were given a 6-month extension to:
 - Complete System Design Approval (SDA) intake process;
 - Upgrade system to meet OVRs;
 - Correct any remaining deficiencies.
18. November 2022 OVR 2.0 issued, as a result of lessons learned during previous testing.
19. March 2023 Searidge conducts 4K camera and display demonstration and passes FAA visibility requirements.
20. April 2023 FAA issues another 6-month Stop Work Order extension to vendor in order to:
 - Complete System Design Approval (SDA) intake process;
 - Upgrade system to meet OVRs;
 - Correct any remaining deficiencies.
21. July 2023 Searidge meets with NextGen and requests removal of the Stop Work Order, FAA declines until SDA Intake process and system upgrade is complete.
22. July 2023 At a meeting with the FAA on July 20, 2023, Searidge requested that the Stop Work Order be lifted; the FAA refused. In light of that response Searidge is considering its options going forward which include:
 - Funding the SDA intake process and system 4K upgrade;
 - Partnering with another firm to mitigate financial risk; and/or
 - Withdrawing from the program as Saab did, because they did not want to complete the certification process at Leesburg.

Happy September!



Hi All! Sending this a few days early because of this week's flights...

Airport:

- Get connected to Denver flights through Landline! You can search your favorite travel site (ie. [Priceline](#), [Expedia](#)) and enter Fort Collins (FNL) as your departure airport.
 - Kids ride free and parking at NoCo Regional is free! There are over 8 trips a day to Denver International!
 - <https://landline.com/>
- Airport Commission meeting will be held on **September 21st, 3:30-5:00pm** at the Fire Station conference room
- Please see the www.flynoco.com website for all airport commission updates involving the terminal construction!

ARFF:

- 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 September:

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

Day	Date	Airline	Arrival Time	Departure Time	Aircraft	Team/Notes
Wed	Aug. 30	Allegiant	1130	1330	A320/19	UNC Football OUT
Thurs	Aug. 31	United	1940	2042	B737-800	Texas Tech FB IN
Fri	Sep. 1	Allegiant	0121	0211	A320/19	UNC Football IN
Fri	Sep. 1	Alaska	1515	1555	B737-800	WSU Football IN, Ferry OUT
Sat	Sep. 2	Alaska	2030	2230	B737-800	Ferry IN, WSU Football OUT
Mon	Sep. 11	Charter Training	0930		B737	40 passengers IN/ Ferry out
Fri	Sep. 15	Charter Training	0830	0900-0930	B737	Ferry IN/ 40 passengers OUT
Fri	Sep. 15	Allegiant	1129	1330	A320/19	UNC Football OUT
Sat	Sep. 16	Allegiant	2224	2314	A320/19	UNC Football IN
Fri	Sep. 22	Sun Country	TBD	1140	B737-800	CSU Football OUT
Fri	Sep. 22	Allegiant	1229	1430 ²²	A320/19	UNC Football OUT

Fri	Sep. 22	Allegiant	1521	1611	A320/19	Appalachian State Football IN, Ferry OUT
Sat	Sep. 23	Allegiant	2249	2339	A320/19	UNC Football IN
Sun	Sep. 24	Sun Country	TBD (Early AM)	TBD	B737-800	CSU Football IN
Fri	Sep. 29	Allegiant	1429	RON	A320/19	Utah Tech Football IN, RON
Fri	Sep. 29	Sun Country	1800	1845	B737-800	Casino Charter OUT
Sat	Sep. 30	Allegiant	RON	2230	A320/19	Utah Tech Football OUT, JC Crew here TBD

Color Codes

ARFF Standby
Casino/Other
UNC Football
CSU Football
CSU/UNC/ Wyo Opp.

RON = Remain Overnight

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"*

LOCAL NEWS

SUBSCRIBER ONLY

FAA panel sees low risk at short Loveland airport runway but keeps it closed



General-aviation aircraft are parked on an apron at Northern Colorado Regional Airport. (Dallas Heltzell/BizWest)

By **DALLAS HELTZELL** |
August 30, 2023 at 8:54 p.m.



A risk-management panel from the Federal Aviation Administration that visited Northern Colorado Regional Airport last week determined that a construction trailer that has obscured air traffic controllers' view of the last 358 feet of a secondary runway poses little risk to pilot safety, but they wanted the runway to remain closed during control tower operating hours while studies continue.

Such studies are "done for anything that affects a runway or tower," said David Ruppel, interim director for the airport, which is jointly owned by the cities of Loveland and Fort Collins and uses the location identifier FNL. "We met with them last Wednesday (Aug. 24) for a risk-management review, and they determined the risk was low from the way they looked at it resulting from the loss of sight issue from 624."

The 2,189-foot runway, designated "624," is a secondary "crosswind" strip at the airport and sees only about 30 to 60 uses a year, Ruppel said. The airport's main runway, an 8,500-foot-long landing strip designated "64," has a total annual use of around 110,000 takeoffs and landings, he said.

The issue of the short runway's obstructed visibility was brought to the forefront at a [regular meeting of the airport's governing commission on Aug. 17](#) when Kelly Freeland, owner of The Flight School at the airport, asked Ruppel and commissioners whether the airport had plans to move the construction trailer "so we can once again have a 'crosswind' runway" for students. The location of the trailer, part of contractor Hensel Phelps' operation to build the airport's [new \\$22 million, 19,400-square-foot, two-gate terminal](#), is blocking the airport's mobile control tower from visually seeing the end of the runway, she said, "and it's really becoming a hazard for our student pilots at the flight school here. Now we have no option for them if they're up in the air and it becomes an unsafe condition."

She said closure of the runway meant that "right now, we're losing out on the best flying months of our entire year."

FNL isn't the only airport that has had this type of line-of-sight issue, Ruppel said Wednesday. While awaiting an FAA ruling, he said, he has sent a letter to pilots who use the airport to let them know what the issues are and pointed out that the short runway is closed only during the remote tower's operating hours of 7 a.m. to 6 p.m.

"Outside of that time frame," he said, "flight schools can use that runway and

The FAA risk managers “have to go back to the regional administrator,” Ruppel said. “We have a request to the FAA to be able to leave the runway open and allow the tower to notify pilots that they can’t see the last 358 feet of 624. Right now, we have to continue with what we’ve got until the regional administrator makes a decision on it.”

Meanwhile, he said, “we’ll keep the runway closed until the FAA authorizes us to open it during tower hours. We’re hoping that will be quickly, but we’ll see.”

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Tags: [BizWest](#)



Dallas Heltzell

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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: September 21, 2023

PREPARED BY: Francis Robbins, Airport Operations & Maintenance Manager

TITLE

Dibble Engineering Contract Amendment

RECOMMENDED AIRPORT COMMISSION ACTION

Staff recommend approval of the contract amendment as presented

BUDGET IMPACT

The initial change order is for \$8,875.24.

Up to \$232,108 of cumulative change orders may be approved under this amendment within the current approved budget for terminal construction.

SUMMARY

FNL Airport entered a contract with Dibble Engineering to perform construction administration services for the New Terminal Project. Due to the changes during the terminal design phase, the construction administration portion is the fifth amendment to the contract. To provide for a streamlined construction process and alignment with the intent of the Purchasing administrative regulation, staff requests for the Commission recommend that the City of Loveland City Council approve a variance to the Purchasing administrative regulation allowing change orders to be approved administratively according to Loveland's procurement regulations (AR-00001) as though \$1,160,544.60 (value of the fifth amendment for construction administration) was the initial contract amount. This would provide the Airport Director authority to approve change orders with a cumulative value not to exceed 10% of the contract (or \$116,054.46) and the Loveland City Manager authority to approve change orders cumulatively 10% or more and less than 20% (or \$232,108.96).

ATTACHMENT

Dibble Change Order Request #1

Resolution R-07-2023

p 303.872.5756 | 2696 South Colorado Blvd, Suite 330
f 303.353.4068 | Denver, CO 80222

dibblecorp.com

August 28, 2023

Northern Colorado Regional Airport
4900 Earhart Road
Loveland, CO 80538

Attention: Mr. David Ruppel
Interim Airport Director

RE: ENGINEERING SERVICES PROPOSAL
FAA AIP No. 3-08-0023-044-2023
Construction Phase Services
New Terminal Building – Change Order Request No. 1 (Easement and Survey)

The City of Loveland has asked that the Dibble Team provide the necessary effort and documentation to record and submit an easement for new utility infrastructure on the New Terminal Project. Loveland Water and Power is requesting an easement be dedicated by separate instrument for the proposed power structures and vault. Per the City of Loveland, the easement(s) must to be in place prior to turning on permanent power to the new building. This change order request details the effort needed to accomplish this work as required by the City of Loveland.

Dibble, as the prime consultant, is proposing to complete the Scope of Work as included in this proposal for as follows:

A. Construction Phase Services (Time and Materials – Not to Exceed):

1. Dibble (Civil Prime and Contract Manager).....	\$6,000.24
2. Ditesco (Owner's Representative and Inspection).....	\$2,875.00
Subtotal.....	\$8,875.24

Transmitted herewith is our proposed Scope of Work, Fee Summary, Derivation of Fee Proposal, Estimated Manhours matrix, Estimated Direct Costs worksheet, and full subconsultant proposals for your review. If you need additional information or have questions, please do not hesitate to contact us.

Sincerely,



Jared Bass, P.E.
Vice President - Sr. Project Manager



Firm: Dibble
 On-Call Engineering
 Project: **New Terminal**
Construction Phase Services
COR No. 1 - Easement and Survey
 Date: 8/28/2023



NORTHERN COLORADO
 REGIONAL AIRPORT



Contract Number: TBD
 Project Number: N/A
 Task Number: 7
 Amendment Number: 1
 FAA Number: 3-08-0023-044-2023
 CDOT Number: TBD

Summary

Dibble

Subs

A. Construction Phase Services

	Fee	Type	
1 Dibble (Civil Prime and Contract Manager).....	\$6,000.24	T&M	\$6,000.24
2 Ditesco (Owner's Representative and Inspection).....	\$2,875.00	T&M	\$2,875.00

	TOTAL	Dibble	Subconsultants
Total.....	\$8,875.24	\$6,000.24	\$2,875.00

Firm:	Dibble	Contract Number:	TBD
	On-Call Engineering	Project Number:	N/A
Project:	New Terminal	Task Number:	7
	Construction Phase Services	Amendment Number:	1
	COR No. 1 - Easement and Survey	FAA Number:	3-08-0023-044-2023
Date:	8/28/2023	CDOT Number:	TBD

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUMMARY				
Classification	Total Hours	Billing Rate	Total Cost	
1 Principal	0	\$295.02	\$0.00	
2 Principal Engineer	0	\$245.01	\$0.00	
3 Senior Project Manager	24	\$225.01	\$5,400.24	
4 Construction Res. Eng.	0	\$225.01	\$0.00	
5 Project Manager	0	\$205.02	\$0.00	
6 Senior Engineer	0	\$205.02	\$0.00	
7 QA/QC Manager	0	\$205.02	\$0.00	
8 Project Engineer	0	\$172.01	\$0.00	
9 Senior Designer	0	\$146.99	\$0.00	
10 Admin Assistant	0	\$85.01	\$0.00	

Total:	24		\$5,400.24
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CONSTRUCTION COORDINATION AND INSPECTION SERVICES DIRECT COSTS		
Item	Cost	Type of Compensation
1 Mileage.....	\$100.00	Direct Costs
2 Meals.....	\$140.00	Direct Costs
3 Lodging.....	\$360.00	Direct Costs
Sub-Total for Direct Costs.....		\$600.00

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUBCONSULTANTS		
Firm	Cost	Type of Compensation
1 Ditesco (Owner's Representative and Inspection).....	\$2,875.00	Time and Materials
Sub-Total for Subconsultants:		\$2,875.00

CONSTRUCTION COORDINATION AND INSPECTION SERVICES TOTAL FEE	
TOTAL FEE.....	\$8,875.24

Firm:	Dibble On-Call Engineering	Contract Number: TBD Project Number: N/A Task Number: 7 Amendment Number: 1 FAA Number: 3-08-0023-044-2023 CDOT Number: TBD
Project:	New Terminal Construction Phase Services COR No. 1 - Easement and Survey	
Date:	8/28/2023	

CONSTRUCTION COORDINATION AND INSPECTION SERVICES SUMMARY											
TASK	PRINCIPAL	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	CONSTRUCTION RESIDENT ENGINEER	PROJECT MANAGER	SENIOR ENGINEER	QA/QA MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	ADMIN ASSISTANT	TOTAL HOURS BY TASK
1 General Construction Management and Administration											
1a General Construction Management and Administration			24								24
1b Preconstruction Conference											0
1c Construction Management Plan (CMP)											0
1d Precon Conference Submittal Reviews and Coordination											0
1e Construction Equipment Submittal to FAA OE/AAA											0
1f Airport Security Badging											0
2 Construction Coordination and Inspection Services											
2a Site Visits and Observations (Weekly - 60 Weeks)											0
2b Weekly Construction Meetings (60 Weeks)											0
2c Pre-Installation Meetings											0
2d Weekly Certified Payrolls and David Bacon Reviews											0
2e Contractor Employee Interviews											0
2f Weekly FAA Reports (5370-1)											0
2g Monthly Quantity Calculations											0
2h Monthly Payment Application Coordination and Review											0
2i Change Order Review and Coordination											0
2j Material Shop Drawing Review and Coordination											0
2k RFI Review and Coordination											0
2l ESI Review and Coordination											0
2m DBE Compliance and Coordination											0
2n QA/QC Testing Coordination and Review											0
2o Substantial Completion Inspections											0
2p Final Completion Inspections											0
2q Punchlist(s) and Coordination(s)											0
2r Commissioning											0
3 Post Construction Services											
3a Demobilization and Site Clean-Up											0
3b Final Payment Application and FAA Grant(s) Close Out											0
3c QA and QC Testing Summary Report											0
3d Final Construction Report and Coordination											0
3e Record Drawings											0
3f ALP Update											0
3g Airport Diagram Update											0
3h Operation and Maintenance Manuals											0
4 Warranty Phase Services											
4a General Warranty Period Management and Administration											0
TOTAL HOURS BY CLASSIFICATION	0	0	24	0	0	0	0	0	0	0	24

Firm:	Dibble On-Call Engineering	Contract Number: TBD Project Number: N/A
Project:	New Terminal Construction Phase Services COR No. 1 - Easement and Survey	Task Number: 7 Amendment Number: 1
Date:	8/28/2023	FAA Number: 3-08-0023-044-2023 CDOT Number: TBD

CONSTRUCTION COORDINATION AND INSPECTION SERVICES DIRECT COSTS

1. MILEAGE

a.	1	Trips (Construction Manager)	160 Miles	@	\$0.655 /Mile (Federal Rate)	\$105
b.	0	Trips (Project Engineer)	160 Miles	@	\$0.655 /Mile (Federal Rate)	\$0
SUBTOTAL						\$100

2. MEALS

a.	2	Days (Construction Manager)	\$69.00 /Day (Federal Per Diem)	\$138.00
b.	0	Days (Project Engineer)	\$69.00 /Day (Federal Per Diem)	\$0.00
SUBTOTAL				\$140

3. LODGING

a.	2	Nights (Construction Manager)	\$178.00 /Night (Federal Rate)	\$356.00
b.	0	Nights (Project Engineer)	\$178.00 /Night (Federal Rate)	\$0.00
SUBTOTAL				\$360

4. PRINTING (ALP Set Only)

a.	0	Submittals of	18 sheets =	18 Sheets @	\$6.00 /sheet	\$0.00
		(6 Copies Full-Size Bond Plans)				
b.	0	Submittals	18 sheets =	18 Sheets @	\$0.50 /sheet	\$0.00
		(4 Copies Scaled 1/2-Size Plans)				
c.	0	Plotting	18 sheets =	18 Sheets @	\$3.00 /sheet	\$0.00
d.	0	Submittals for Construction Report @		150 Sheets @	\$0.60 /sheet	\$0.00
		(2 copies @ 150 pages each)		(double-sided)		
SUBTOTAL						\$0

CONSTRUCTION PHASE TOTAL \$600

M E M O R A N D U M

DATE: August 28, 2023

TO: Jared Bass – Dibble
CC: Nora Sami – Dibble

FROM: Scott Granger – Ditesco

RE: Northern Colorado Regional Airport Construction Administration - Change Order No. 1
Project Number 1019180.07

The information shown below summarizes Change Order No. 1 for the above referenced project. The change order items and agreed upon pricing are summarized below.

Description of Changes

This change order covers the costs of hiring Northern Engineering to create a legal description and exhibit for the Loveland Power easement on the airport property. This change order also adds additional hours (10hrs) for Ditesco's time (Sr. Project Manager) to coordinate and manage the recording of this easement.

Change in Contract Amount

There is a net INCREASE to the contract of \$2,875.00. See below.

Previous Contract Amount				\$387,722.00
Change Order No. 1 Summary				
Change Order #1	Description	Quantity	Unit	Amount
CO-1	Manage Recording & Dedication of Power Easement	1	1,300	\$1,300
CO-1	Northern Engineering Creation of Easement Exhibit	1	1,575	\$1,575
Total				\$2,875.00
Revised contract amount				\$390,597.00
Net change order as a percentage of original contract amount				0.74%

Change in Contract Time: There is no change to Contract Time.

DATE: August 24, 2023

PROJECT: Northern Colorado Regional Airport Terminal
Tract B, Barnstorm Second Addition
4990 Earhart rd.
Loveland, CO 80538

CLIENT: Ditesco
c/o Scott Granger, PMP | Senior Construction Manager
C: (970) 331-1714 | O: (970) 632-5068
Fort Collins
2133 S. Timberline Rd.
Suite 110, Fort Collins, CO 80525
Loveland
3875 Mountain Lion Dr.
Second Floor, Loveland, CO 80537

DESCRIPTION OF WORK

- Create a Legal Description and Exhibit for a utility easement on the above mentioned property, utilizing information provided by the Client, and the Plat of Barnstorm Second Addition as recorded with the Larimer County Clerk and Recorder under reception number 19860044345.
- See attached exhibit for the Larimer County Web Map of the approximate location of the easement exhibit on the subject property (outlined in red).



COMPENSATION

- Northern Engineering will provide these services on a fixed fee basis of \$1,500 + reimbursable expenses.
- Any additional work will be handled as an Additional Service to this Service Agreement and will be billed at the current hourly rates plus reimbursable expenses (attached).

- One round of review/ redlines of the exhibit and description are anticipated. Numerous rounds of review/ redlines will be treated as an Additional Service to this Service Agreement.

AUTHORIZATION

Signing this Agreement indicates acceptance of the Description of Work herein described and the attached Exhibit A – Terms and Conditions. Please retain a copy for yourself and return a signed original to Northern Engineering Services.

NORTHERN ENGINEERING SERVICES, INC.

DITESCO

Robert Tessely

Scott Granger

Name (Printed)

Name (Printed)

Name (Signature)

Name (Signature)

Senior Survey Project Manager

Senior Construction Manager

Title

Title

Date

Date

SURVEYING DEPARTMENT			
LABOR TYPE / ITEM	RATE	LABOR TYPE / ITEM	RATE
Principal Surveyor	\$200	Survey Crew (GPS/Robot)	\$210
Senior Project Manager	\$180	Utility Task Vehicle (UTV)	\$ 60
Project Manager	\$165	Associate Surveyor	\$149
Project Surveyor	\$155	Senior CAD Tech	\$136
Survey Crew (2-person)	\$210	CAD Tech	\$122

ADMINISTRATIVE			
Senior Administrative Support	\$127	Administrative Support	\$108

REIMBURSABLE EXPENSES	
Expert Witness	1.5 times standard hourly rate
Copies (black & white, 8½ x 11 – 11 x 17)	\$0.15 – \$0.30 per sheet
Copies (color, 8½ x 11 – 11 x 17)	\$1.00 – \$2.50 per sheet
Bond Prints (black & white)	\$0.35 per square foot
Bond Prints (color)	\$6.00 per square foot
Mylar Prints (black & white)	\$3.00 per square foot
Scans	\$5.00 first sheet, \$1.00 each additional sheet
Digital Media (DVDs/USB Flash Drives)	\$8.50 each
Mileage	Federal Rate

Additionally, Northern Engineering and its consultants will be paid for reimbursable expenses incurred in the interest of the Project. Reimbursable expenses are actual expenses incurred for the reproduction of documents, services of professional associates and consultants, transportation, lodging, and subsistence. Reimbursable expenses by an outside provider will be invoiced at cost plus 10%.

Billing rates are subject to adjustment on a biannual basis. Additional Services, hourly tasks, and other work items provided on a time and expenses basis will be charged the rates effective when the work is performed.



General Conditions for Standard Professional Services

Services to be Provided:

Northern Engineering Services, Inc. (Northern) hereby agrees to provide the Client with the service set forth in the Scope of Services under the terms and conditions set forth herein. This proposal is valid for work commencing within a period of thirty (30) days from the date on this proposal.

Right of Entry:

The Client will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. Northern will take all reasonable precautions to minimize damage of the property. It is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Utilities:

In the prosecution of our work, Northern will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold Northern harmless for any damage to subterranean structures and utilities. However, should damage occur despite Northern's precautions, Northern will not be liable for damages or cost of repair.

Invoicing:

Northern invoices on a monthly basis for work completed by Northern or its subcontractors. Past due accounts are charged a two (2) percent interest rate per month on any unpaid balance. It is agreed that if payment in full is not paid when due, Northern reserves the right to immediately cease work. Northern shall be entitled to recover attorney fees, court costs and any other costs of collection that may be incurred in collecting this account, if necessary.

Termination of Services:

If this Scope of Services is abandoned or suspended in whole or in part, Northern is to be paid for services performed on such work prior to the receipt of notice to cease work, together with any expenses from cessation or start-up of work. It is agreed that, should work on this project be stopped and consequently re-started, Northern may adjust the proposed fees or other compensation for work remaining to be provided.

Insurance:

Northern represents and warrants that we and our employees, staff and consultants employed by us is and are protected by worker's compensation insurance and that we have such additional coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and hold client harmless from and against any loss, damage or liability beyond amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by client, its agents, employees, staff and other consultants employed by it.

Professional Liability:

Client agrees Northern's total aggregate liability to the Client and all contractors and subcontractors on the project arising from Northern's professional acts, errors or omissions, shall not exceed Northern's payment received for services rendered on this project. Client further agrees to require of the contractor and his subcontractors an identical limitation of Northern's liability for damages suffered by the contractor or the subcontractor arising from Northern's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others that may arise on account of Northern's professional acts, errors or omissions.

Drawings:

The design drawings for this project are instruments of service provided by Northern and shall not be reproduced or in any way used by anyone without prior written approval from Northern. Northern creates its electronic files for the sole use of its engineers, surveyors, and other company personnel as an aid in the preparation of construction plans, plats, field surveys, survey layout, and other documents for its customers and clients. It neither claims nor guarantees any degree of accuracy or completeness. Any of our electronic files that may be furnished or provided to others are provided as a courtesy only and not with the intention on the part of Northern that they should be relied upon for any purposes whatsoever. As consideration for the provisions of electronic files by Northern, the Client agrees to hold harmless and indemnify Northern for any resultant damages including specifically those damages that may accrue either directly or indirectly from the Client subsequent release of the electronic files to others.

Warranty:

Due to the complexities of a project of the nature set forth in the Scope of Services, Northern cannot guarantee the costs or schedule of this project. Northern's professional services will be performed in accordance with generally accepted engineering practices. This warranty is in lieu of all other warranties expressed or implied.

RESOLUTION #R-07-2023

A RESOLUTION RECOMMENDING APPROVAL TO THE LOVELAND CITY COUNCIL OF A SIXTH CONTRACT AMENDMENT WITH DIBBLE ENGINEERING FOR ENGINEERING SERVICES FOR THE AIRPORT TERMINAL PROJECT

WHEREAS, the Northern Colorado Regional Airport Commission (“Commission”) was established by the City of Loveland (“Loveland”) and the City of Fort Collins (“Fort Collins”) pursuant to that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015 (“2015 IGA”), to effectuate changes to the governance structure and pursue development of the Fort Collins-Loveland Airport (now known as the Northern Colorado Regional Airport) as a regional airport. The IGA was amended in 2016 and 2019; and

WHEREAS, pursuant to the 2015 IGA, as amended, the Cities granted certain authority to the Commission, including the authority to enter into Airport contracts for goods and services so long as certain parameters are met. Specifically, one such parameter is that contracts are “entered into in accordance with City of Loveland Purchasing policies;” and

WHEREAS, Dibble Engineering (“Dibble”) was selected to provide engineering services to the Airport for the new airport terminal project (the “Project”), and Loveland, on behalf of both Loveland and Fort Collins, entered into a services contract for such engineering services with Dibble in the amount of \$499,375.00 (the “Contract”). The Contract has been amended five times in order to document change orders to services being provided, primarily related to terminal design and most recently for construction phase services. The contract price is currently \$3,663,005.32; and

WHEREAS, Loveland Purchasing policies require Loveland City Council approval of contracts of \$500,000 or more and of any change orders once the combined amount of change orders exceeds 20% of the original contract amount; and

WHEREAS, a change order to the Contract is required in the amount of \$8,875.24 for Dibble’s services related to a utility easement needed to bring utilities to the new terminal building. In order to approve efficiency on the Project, Airport staff further seek approval of future change orders such that Loveland staff, in accordance with their purchasing authority, may approve change orders to the Contract of up \$232,108 (20% of the construction phase services of \$1,160,544.60 as set forth in the Fifth Amendment to the Contract and

WHEREAS, the Commission desires to recommend to the Loveland City Council that it approve a sixth amendment to the Contract for additional engineering services for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION:

Section 1. That the Commission recommends that the Loveland City Council, in

accordance with City of Loveland purchasing policies, approve the sixth amendment to the Contract with Dibble Engineering to provide additional engineering services for the airport terminal building project.

Section 2. That the Commission further recommends that the Loveland City Council authorize Loveland staff to sign future change orders to the Contract not to exceed \$232,108 in accordance with their purchasing authority.

Section 3. That this Resolution shall be effective as of the date and time of its adoption.

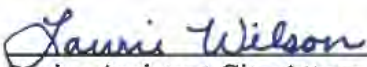
ADOPTED this 21st day of September, 2023.

Don Overcash, Chair of the
Northern Colorado Regional Airport Commission

ATTEST:

Secretary

APPROVED AS TO FORM:


Senior Assistant City Attorney



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: September 21, 2023

PREPARED BY: Kate Morgan, Airport Executive Assistant

TITLE

Airport Commission Secretary Appointment

RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to appoint a Secretary to the Airport Commission.

BUDGET IMPACT

Neutral

SUMMARY

Historically, the Airport Executive Assistant acted as the Airport Commission Secretary. The Executive Assistant position has been vacant since Shawn Battmer left employment in May 2023. The Commission voted to appoint Aaron Ehle as the temporary Airport Commission Secretary at the June 15, 2023 meeting. Kate Morgan has since been hired to fill the Executive Assistant role and all associated duties. It is recommended that Kate Morgan be appointed as the Airport Commission Secretary.

ATTACHMENT

None.



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: September 21, 2023

PREPARED BY: Kate Morgan, Airport Executive Assistant

TITLE

Airport Commission Vice Chair Appointment

RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to elect a Vice Chair to the Airport Commission.

BUDGET IMPACT

Neutral

SUMMARY

The Airport Commission bylaws in Section 6(a) state that “Vacancies may be filled and new officers may be appointed at any meeting of the Commission.” The Commission elected Tom Fleming as Vice Chair at the December 15, 2022 meeting, but the position has been vacant since his departure from the Commission in June 2023. It is recommended that an acting member of the Commission be appointed as Vice Chair in accordance with the bylaws.

ATTACHMENT

None.



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: September 21, 2023

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

TITLE

Fort Collins-Loveland Water District Easement

RECOMMENDED AIRPORT COMMISSION ACTION

Recommend approval of the water line easement by the City Councils

BUDGET IMPACT

Neutral

SUMMARY

In July of 2021, Airport staff began working with Fort Collins-Loveland Water District (FCLWD) on a potential easement for a 24-inch waterline along a portion of the boundary of the Airport. Because the waterline will primarily serve off-Airport users, the Federal Aviation Administration (FAA) and the Cities require that the Airport receive fair market value for the easement area.

Over the last two years, Airport staff have worked with staff from FCLWD and their consultant, Sanderson Stewart to determine an alignment for the waterline that meets the needs of the District while benefiting the Airport by providing water service to areas that currently lack it. FCLWD has also agreed to install five service connection points with hydrants to serve future Airport development.

During the negotiation process, the Airport contracted with CBRE Valuation & Advisory Services to conduct an appraisal investigation of the easement area, which covers approximately 6.1 acres, and to assess the value that the waterline and additional infrastructure will provide to the Airport. Airport staff also consulted with staff from Loveland Water & Power, as they have more experience in negotiating easement agreements. Staff has concluded that the presence of the water line and the installation of the service connection points will provide substantial benefit for future Airport development and that the value associated with this benefit outweighs the value of the land that will be encumbered by the easement.

This potential easement has been evaluated by the Legal Departments of both Cities and the Real Estate Services Manager in Fort Collins. The Planning & Development Subcommittee vetted this proposal on May 31, 2023 and voted unanimously to recommend approval to the Airport Commission and City Councils.

ATTACHMENT

FCLWD Easement Presentation

Easement Agreement

FORT COLLINS-LOVELAND WATER DISTRICT

Water Line Easement

Airport Commission Meeting | September 21, 2023



1

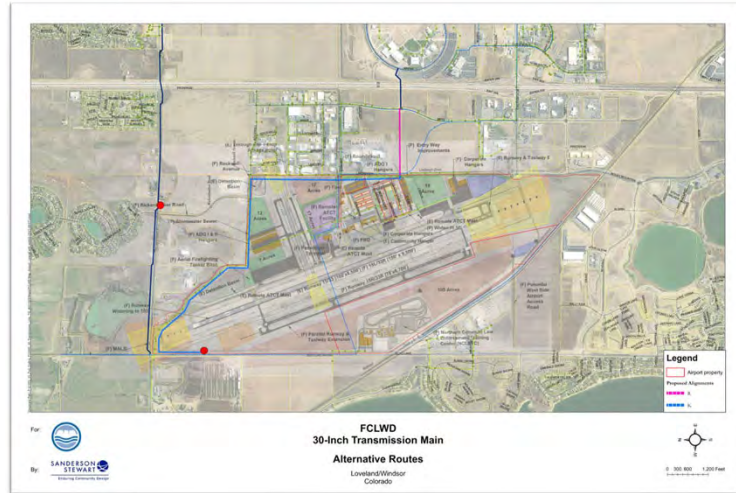
Past



- We have had two meetings with PDSC.
 - *First meeting was on September 9, 2021*
 - *Second meeting was May 31, 2023*
- At the time of our first meeting, we presented an alignment.
- We talked about the general impact on the property.
 - *The District had provided a summary of the encumbrance and waterline infrastructure.*
- The District explained:
 - *The waterline is not to increase the service area.*
 - *Rather the proposed infrastructure is to create a more robust system for filling the existing tanks from the existing pump station along Boyd Lake Avenue*

2

2021 Exhibits



DISCUSSED ALTERNATE ROUTES

- Within CR 30 or within the Airport
- Showed existing waterline across the airport and existing sanitary sewer within the airport

3

Since 2021 Meeting



DESIGN

- We have worked to fine-tune the preliminary plans for the project.
- We have completed utility locates.
- We have completed the field survey and office survey (title work showing encumbrances).
- We have completed the geotechnical work (dirt analysis and groundwater monitoring).

ADDITIONALLY

- We have had several meetings with Aaron and Jason.
- The airport commissioned an appraisal to establish the fair market value of the land encumbered by the proposed easement.

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Where Are We Today?



- The waterline alignment discussed today received PDSC approval in May of 2023.
- We agreed to the alignment of an easement with a 24-inch watermain within it.
- The watermain will cross through or adjacent to various types of land uses within the airport boundary and the associated masterplan.
- Within the areas proposed as future airport development, the District has proposed to provide multiple watermain lateral stubs for future extension.
 - A 24-inch x 8-inch tee.
 - An approximately 10-foot long and 8-inch diameter lateral with an 8-inch isolation valve.
 - A fire hydrant for future relocation and construction blowoff.
- The District would like to begin this construction this winter (2023/2024).

5

Previous Package Contents



PREVIOUSLY, THE FOLLOWING ITEMS HAD BEEN INCLUDED IN THE PDSC PACKAGE FOR REVIEW:

- Exhibits showing the overall alignment.
- Exhibits showing how the alignment will support future development.
- Exhibits showing how the developable area would need to be served if the proposed 24-inch watermain was not located within the airport.
- The appraisal completed by CBRE for the airport.
- A letter from the District, as requested by the airport, stating the benefit of the proposed waterline location.

6

Financial Impact



Description	Value	Notes
Value of easement land based on appraisal	\$302,767	(Based on CBRE appraisal – page 47)
Value of new waterline to the Airport	\$854,141	Constructed by others (Based on conceptual cost estimates - included in appraisal)
Cost of Temporary Easement (rent)	\$186,000	(Approximate - area to be finalized (70ft wide) at rent of \$0.30/sf)
Cost of Contractor Staging Area (rent)	\$3,000	(Approximate - area to be finalized (100ft x100ft) at rent of \$0.30/sf)
<i>Sub Total Rent</i>	<i>\$189,000</i>	
Net Value to the Airport	\$740,374	Value of waterline constructed by others + Rent – Appraised Value of Land
Value paid as rent	\$189,000	
Value for future development	\$854,141	

7

Request



Request is for approval to complete the easement acquisition for a permanent easement.

- 20 foot wide easement
 - With the exception of a section of 30 foot wide along the west side of the airport.
- 24-inch waterline centered within the easement
 - With the exception of two 24-inch pipes along the west side of the airport.
- Easement dedication would use the easement language reviewed recently by the:
 - City of Fort Collins
 - City of Loveland
 - Fort Collins-Loveland Water District

Request for approval of a temporary construction easement.

- The easement is for the construction of the proposed waterline only.
- The contractor estimates that this may need to be approximately 70 feet wide.
- The construction easement will sunset upon completion of construction and acceptance by the Airport and the District.
- The easement would be restored where disturbed.

8

Overall Alignment Slides

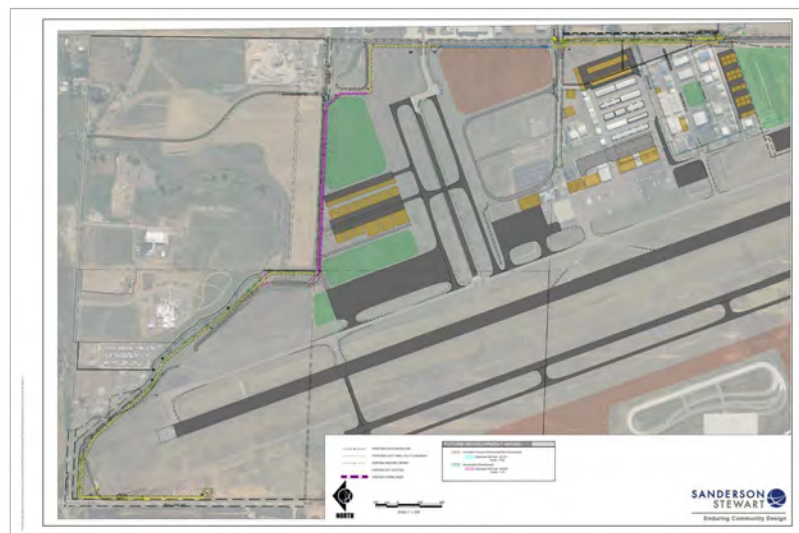


EXHIBITS

- Overall Exhibit showing easement and airport masterplan.
 - *With aerial image*
 - *Without aerial image*
- Northeast corner of the airport with waterline and masterplan concept.
- New Earhart Drive on the east side of the Airport with waterline and masterplan concept.

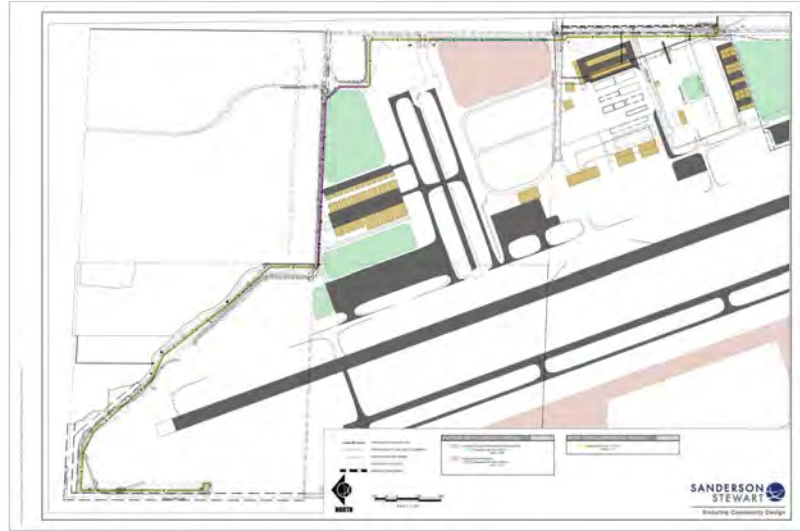
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Slides



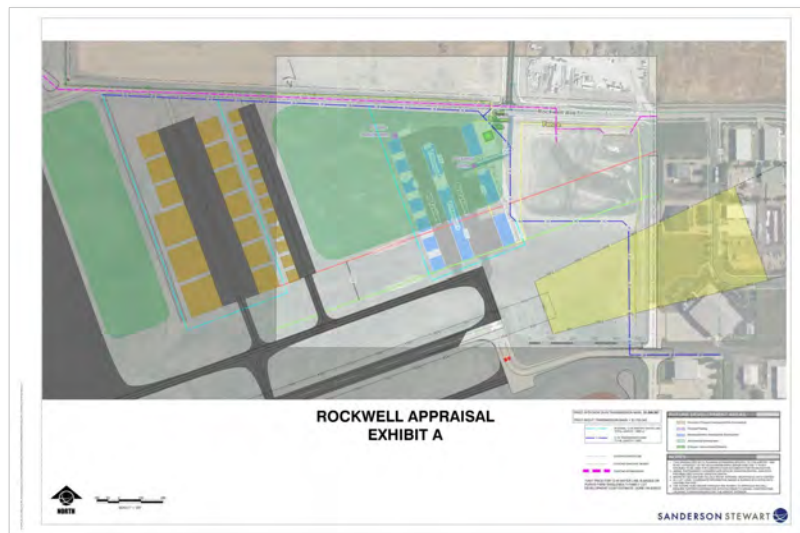
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Slides



11

Slides



12

Slides



EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between the City of Fort Collins, Colorado, a municipal corporation, and the City of Loveland, Colorado, a municipal corporation, hereinafter referred to jointly as “the Grantors” and Fort Collins-Loveland Water District, a quasi-municipal corporation and a political subdivision of the state of Colorado, hereinafter referred to as “the District”.

WHEREAS, Grantors jointly own and operate the Northern Colorado Regional Airport (the “Airport”) located in Loveland, Colorado on a parcel of property legally described in “Exhibit A” attached hereto and incorporated herein (hereinafter the “Grantors’ Property”); and

WHEREAS, the District desires to install, and obtain an easement for, a regional waterline under and through Grantors’ Property for connection to the portion of the District’s public water system located east of the Grantors’ Property; and

WHEREAS, as consideration for this easement, the District has agreed to install such waterline in a manner that will benefit the Airport and Grantors by bringing water infrastructure to areas of the Grantors’ Property that may be developed in the future, as further described herein.

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantors have granted and conveyed and by these presents do grant and convey unto the District, its successors and assigns, a permanent non-exclusive easement (the “Easement”) for the installation, construction, maintenance, inspection, operation, replacement, enlargement, and/or removal of one (1) or more domestic waterlines of such size and capacity as the District determines and all underground and surface appurtenances thereto, including without limitation metering stations and other fixtures (collectively, the “Facilities”), in, through, over, across, and upon that portion of the Grantors’ Property described and depicted below (the “Easement Area”):

See “Exhibit B” – Legal Description of Easement Area.

See “Exhibit C” – Easement Area depiction.

In addition to the foregoing grant of easement by the Grantors to the District, the Grantors further grant and convey to the District the following rights and privileges:

A. The right to grade the full width of the Easement Area and to provide no less than five feet (5’) and no more than six feet (6’) of earth cover, measured vertically from the top of any part of the waterline; provided, however, that if the District determines that more than six feet (6’) of earth cover is necessary or appropriate, the District will coordinate with Airport staff to perform such grading at a time that does not unduly interfere with Airport operations. For purposes of this Agreement, the term “Airport staff” shall mean the individual(s) designated and authorized by Grantors to make the decisions and take the actions described and directed herein. The District may rely on the information and direction given by Airport staff pursuant to this Agreement and shall have no obligation to verify that any particular individual has been duly authorized by the Grantors to provide such information and/or direction.

B. Subject to Airport security requirements and prior written consent of Airport staff which shall not be unreasonably withheld, the right of ingress and egress in, to, through, over and across the Easement Area by means of existing roads (whether public or private) located on the Grantors’ Property.

C. The right to grade, construct, maintain, and use any access roads upon the Grantors’ Property within the Easement Area for such purposes of initial construction and ongoing maintenance with prior written consent of the Airport staff in the exercise of its right of ingress and egress to and from the Easement. For any construction or alteration on the Easement or Grantors’ Property, the District will be required to complete and submit to the Federal Aviation Administration a Form 7460-1 “Notice of Proposed Construction or Alteration.”

D. To mark the location of the Easement Area and/or the waterline with paint or markers set in the ground provided that any such markers remaining after the period of construction of the Facilities shall be placed in locations which will not interfere with any reasonable use of the Easement Area by the Grantors.

E. For all of the District's access needs to the Easement Area or any other portion of Grantors' Property, such access is subject to the prior written consent of Airport staff pursuant to the Northern Colorado Regional Airport's security requirements and other applicable laws, plans, policies, and rules and regulations. It is the parties' intent to provide the District with as much access as possible to the Easement Area while complying with the various rules and regulations associated with operating an Airport.

F. All other rights necessary and incident to the full and complete use and enjoyment of the Easement for the purposes herein granted.

G. Other public utilities such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement as long as they do not interfere with the District's rights hereunder and meet the District's requirements for separation and crossing of utilities.

The Grantors hereby covenant and agree to and with the District, its successors and assigns that:

A. Except as otherwise provided in this subparagraph A, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall not erect or place any permanent building, structure, improvement, fence, tree, berm, or hard landscaping on the Easement Area, excluding the installation of permanent paved surfaces, including but not limited to roadways and taxiways needed for Airport purposes over the Easement Area by the Grantors. In the event of the placement of any such obstacles within the Easement Area contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantors to remove such disallowed obstacles from the Easement Area and, in the event the Grantors fail to do so upon request, the District may remove such obstacles at the Grantors' expense and without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantors, their heirs, personal representatives, administrators, successors, and assigns shall have the right, without the consent of the District, to plant grasses and other groundcover and small shrubs upon the Easement Area which are usual and customary for the full use and enjoyment of the Grantor's Property. The District shall be responsible at its sole cost and expense for repair and replacement of any permanent paved surfaces and associated landscaping damaged or removed by the District.

B. The Grantors do hereby covenant and agree to and with the District that the Grantors are lawfully seized of the Easement Area and the Grantors' Property, and that the Grantors have a good and lawful right to convey the Easement to the District.

C. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this Agreement. The Grantors shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement.

The District does hereby covenant and agree to and with the Grantors as follows:

A. The District will install five (5) water main stubs each fitted with a valve and a fire hydrant assembly in locations to be determined by Airport staff in writing that provide the capability to extend water service into portions of the Grantors' Property anticipated to be subject to future development. For the avoidance of doubt, all fees associated with connecting to the District's water system shall be paid by the entity desiring to make such connection.

B. The District shall not fence or otherwise enclose the Easement Area, except during periods of construction and repair.

C. All trenches and excavations made in the laying or repairing of the Facilities shall be properly backfilled and as much of the original surface soil as reasonably possible shall be placed on top. All large gravel, stones, and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of said Easement Area by the Grantors shall be suitable for the purpose now used, subject to the District's rights hereunder. The District will maintain the trench area and the Facilities at its own cost and expense.

D. The District may not use the Easement Area or any of Grantors' Property for any purpose other than to transport, serve and distribute potable water. If the Easement is used by the District for any purpose other than stated herein, the Easement may be terminated at the Grantors' sole discretion and all of the right, title and interest of District (and District's successors or assigns) in and to the Easement become null and void, and the

Easement shall absolutely revert to and revest in Grantors as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and District shall remove improvements. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of this paragraph.

E. Grantors reserve the right to use the Easement Area and Grantors' Property for any purposes that will not interfere with District's full enjoyment of the rights granted herein.

F. To the extent allowed by law, District agrees to indemnify and hold harmless the Grantors, their 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 District's use of the Easement, 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 District or any officer, employee, agent, or contractor of the District, or any other person for whom the District is responsible. The District shall notify Grantors and provide a copy of any and all written claims or demands within two business days of receipt. The District's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the negligent act or omission of the Grantors.

Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed to the then-current email address for the addressee, or three days after being sent by certified mail, return receipt requested:

If to Grantors:

City of Fort Collins
Attn: City Manager
City Hall West
300 LaPorte Avenue
Fort Collins, CO 80521

With a copy to:

City Attorney
City of Fort Collins
City Hall West
300 LaPorte Avenue
Fort Collins, CO 80521

City of Loveland
Attn: City Manager
500 E. Third Street
Loveland, CO 80537

With a copy to:

City Attorney
City of Loveland
500 E. Third Street
Loveland, CO 80537

If to District:

District Engineer
Fort Collins-Loveland Water District

5150 Snead Drive
Fort Collins, CO 80525

It is mutually agreed between the parties hereto that:

A. Except to the extent that such rights may be inconsistent with or interfere with the rights and privileges herein granted to the District, the Grantors shall retain the right to use and enjoy the Easement Area.

B. The benefit and burdens of this Agreement shall inure to and be binding upon the respective heirs, personal representatives, successors, or assigns of the parties hereto.

C. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.

D. This Easement is and shall be subordinate to the provision of existing and future agreements between the Grantors and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds for the benefit of the Airport. Grantors shall give the District adequate written notice of any future agreements that may impair any grant contained in this Agreement.

E. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Easement. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

F. This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement. Facsimile, scanned and other electronic signatures permitted by law, for purposes of this Agreement, shall be deemed as original signatures.

G. This Agreement shall be recorded in the real property records of the Clerk and Recorder of Larimer County, Colorado.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS:

City of Fort Collins, Colorado
A municipal corporation,

By: _____

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

Assistant City Attorney

City of Loveland, Colorado
A municipal corporation,

By: _____

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

Senior Assistant City Attorney

GRANTEE:

FORT COLLINS LOVELAND – WATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of
Colorado

By: _____
District Engineer

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Witness my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT A

Legal Description of Grantors' Property

[Attached]

EXHIBIT B

Legal Description of Easement Area

[Attached]

EXHIBIT "B"

EXHIBIT DESCRIPTION PARCEL ONE

PROPERTY DESCRIPTION

Being a portion of Tract B of Barnstorm Second Addition to the City of Loveland, Colorado, as recorded August 1, 1986 at Reception No. 86044345 in the Larimer County Clerk and Recorder's Office, located in Section 28 and the Northeast Quarter of Section 33, Township 6 North, Range 68 West of the Sixth Principal Meridian, City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 28, as monumented by a 2-1/2" aluminum cap on 1" rebar, LS5028, 2005, which bears South 00° 05' 42" West, a distance of 2692.36 feet from the Northwest Corner of said Section 28, as monumented by a 3/4" rebar with 3-1/4" aluminum cap, LS29407, 2009, with all bearings herein relative thereto;

Thence North 04°57'17" East a distance of 1056.16 feet to a point on the South line of that easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the **POINT OF BEGINNING**;

Thence along the South, East, and North boundaries of said easement the following two (2) courses and distances:

1. Thence South 89°54'18" East a distance of 79.53 feet;
2. Thence North 00°05'42" East a distance of 80.00 feet;
3. Thence North 89°54'17" West a distance of 99.02 feet;

Thence departing the North boundary of said easement, North 00°05'42" East a distance of 1330.95, parallel with and 19.98 feet east of the Easterly Right of Way of Larimer County Road No. 9 as described at said Reception No. 86044345;

Thence South 89°42'46" West a distance of 19.98 feet to said Easterly Right of Way of County Road No. 9;

Thence along said Easterly Right of Way, North 00°05'42" East a distance of 20.00 feet;

Thence departing said Easterly Right of Way, North 89°42'46" East a distance of 19.98 feet;

Thence North 00°05'42" East a distance of 60.09 feet, parallel with and 19.98 feet east of said Easterly Right of Way;

Thence parallel with and 10' south of the Southerly line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office the following two (2) courses and distance:

1. Thence South 87°05'52" East a distance of 425.86;
2. Thence South 63°38'22" East a distance of 282.17 feet;

Thence South 41°38'14" East a distance of 885.57 feet;

Thence South 64°54'17" East a distance of 3.76 feet to said Southerly line;

Thence on said Southerly line, South 64°54'17" East a distance of 309.09 feet;

Thence departing said Southerly line, South 38°02'34" East 824.65 feet;

Thence South 28°31'44" East a distance of 34.11 feet;

Thence South 41°31'48" East a distance of 718.77 feet to said Southerly line;

Thence on said Southerly line, South 00°24'44" West a distance of 517.90 feet;

Thence departing said Southerly line, South 44°35'16" East a distance of 36.87 feet;

Thence South 87°33'33" East a distance of 1871.67 feet, parallel with and 25.13 feet south of said Southerly line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 42°46'34" East a distance of 25.05 feet;

Thence North 47°13'26" East a distance of 32.34 feet;

EXHIBIT "B"

EXHIBIT DESCRIPTION

PARCEL ONE

Thence South 42°46'34" East a distance of 20.00 feet;

Thence South 47°13'26" West a distance of 32.34 feet;

Thence South 42°46'34" East a distance of 178.18 feet;

Thence South 00°00'13" West a distance of 317.19 feet;

Thence South 44°59'47" East a distance of 27.85 feet;

Thence North 89°57'29" East a distance of 483.62 feet;

Thence South 44°58'36" East a distance of 47.74 feet;

Thence South 00°07'53" West a distance of 2097.98 feet to the North line of the Northeast Quarter of said Section 33;

Thence continuing South 00°07'53" West a distance of 149 feet to the North line of Barnstorm First Subdivision to the City of Loveland, as recorded at Reception No. 97053492 in the Larimer County Clerk and Recorder's Office;

Thence continuing South 00°07'53" West a distance of 20.60 feet;

Thence South 47°01'19" East a distance of 43.23 feet to the West line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence on said West line, South 00°24'37" East a distance of 1404.87 feet to the South line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing South 00°24'37" East a distance of 64.94 feet;

Thence departing said West line, South 45°22'06" East a distance of 63.69 feet to the East line of said Northeast Quarter of Section 33;

Thence on said East line of the Northeast Quarter of Section 33, South 00°24'37" East a distance of 28.31 feet;

Thence departing said East line, North 45°22'06" West a distance of 91.99 feet;

Thence North 00°24'37" West a distance of 67.16 feet, parallel with and 20.00 feet west of said West line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence South 89°38'02" West a distance of 48.37 feet;

Thence North 00°21'58" West a distance of 20.00 feet;

Thence North 89°38'02" East a distance of 18.41 feet to the West line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing North 89°38'02" East a distance of 29.94 feet;

Thence North 00°24'37" West a distance of 1382.31 feet, parallel with and 20.00 feet west of said West line of that easement described at Book 2151 Page 382 in the Larimer County Clerk and Recorder's Office;

Thence North 47°01'19" West a distance of 43.34 feet;

Thence North 00°07'53" West a distance of 29.62 feet to the North line of said Barnstorm First Subdivision to the City of Loveland;

Thence continuing North 00°07'53" West a distance of 61.89 feet to the North line of said Northeast Quarter of Section 33;

Thence continuing North 00°07'53" West a distance of 1055.66 feet;

Thence North 89°52'07" West a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 20.00 feet;

Thence South 89°52'07" East a distance of 10.00 feet;

Thence North 00°07'53" East a distance of 1013.33 feet;

Thence North 44°58'36" West a distance of 31.14 feet;

Thence South 89°57'29" West a distance of 483.62 feet;

Thence North 44°59'47" West a distance of 44.43 feet;

Thence North 00°00'13" East a distance of 317.64 feet;

Thence North 42°46'34" West a distance of 207.15 feet;

EXHIBIT "B"

EXHIBIT DESCRIPTION

PARCEL ONE

Thence North 87°33'33" West a distance of 286.23 feet, parallel with and 45.13 feet south of the Southerly line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 729.82 feet, parallel with and 45.13 feet south of said Southerly line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 316.78 feet, parallel with and 45.13 feet south of said Southerly line;

Thence South 02°26'27" West a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 20.00 feet;

Thence North 02°26'27" East a distance of 10.00 feet;

Thence North 87°33'33" West a distance of 516.00 feet, parallel with and 45.13 feet south of said Southerly line;

Thence North 00°24'44" East a distance of 554.69 feet;

Thence North 41°31'48" West a distance of 713.39 feet;

Thence North 28°31'44" West a distance of 34.72 feet;

Thence North 38°02'34" West a distance of 818.21 feet;

Thence North 64°54'17" West a distance of 308.43 feet, parallel with and 20.00 feet south of the Southerly line of that easement described at Book 1846 Page 99 in the Larimer County Clerk and Recorder's Office;

Thence North 41°38'14" West a distance of 885.80 feet;

Thence parallel with and 30.00 feet south of said Southerly line the following two (2) courses and distances:

1. Thence North 63°38'22" West a distance of 274.13 feet;
2. Thence North 87°05'52" West a distance of 390.69 feet;

Thence South 00°05'42" West a distance of 1369.55 feet, parallel with and 49.98 feet east of said Easterly Right of Way of Larimer County Road 9;

Thence parallel with and 20.00 feet easterly of the North, East, and South lines of said easement recorded at Book 2183 Page 570 in the Larimer County Clerk and Recorder's Office, the following three (3) courses and distances:

1. Thence South 89°54'17" East for a distance of 89.02 feet;
2. Thence South 00°05'42" West for a distance of 120.00 feet;
3. Thence North 89°54'18" West for a distance of 99.53 feet;

Thence North 00°05'42" East for a distance of 20.00 feet to the **POINT OF BEGINNING**.

The above-described parcel contains 265,877 square feet or 6.104 acres, more or less, and is subject to any rights-of-way or other easements of record now existing on said described parcel of land.

Basis of Bearings: The West line of the Northwest Quarter of Section 28, Township 6 North, Range 68 West, of the 6th Principal Meridian bears North 00°05'42" East 2692.36 feet from the West Quarter Corner, being marked by a 2 1/2" Aluminum Cap on 3/4" rebar, LS5028, 2005, to the Northwest Corner, being marked by a 3/4" rebar with 3 1/4" Aluminum Cap, LS29407, 2009, based upon G.P.S. observations and modified Colorado North Zone State Plane Coordinates with a combined scale factor of 1.00027973 with all bearings herein relative thereto.

SURVEYOR'S CERTIFICATION STATEMENT

I, Peter E. Paulus, a Professional Licensed Land Surveyor in the State of Colorado, do hereby certify that this Property Description was prepared by me or under my direct personal supervision and that it is correct based upon my knowledge, information, and belief.

Peter E. Paulus, PLS 38318
For and on the behalf of
Sanderson Stewart
425 W. Mulberry Street, Suite 201
Fort Collins, CO 80521

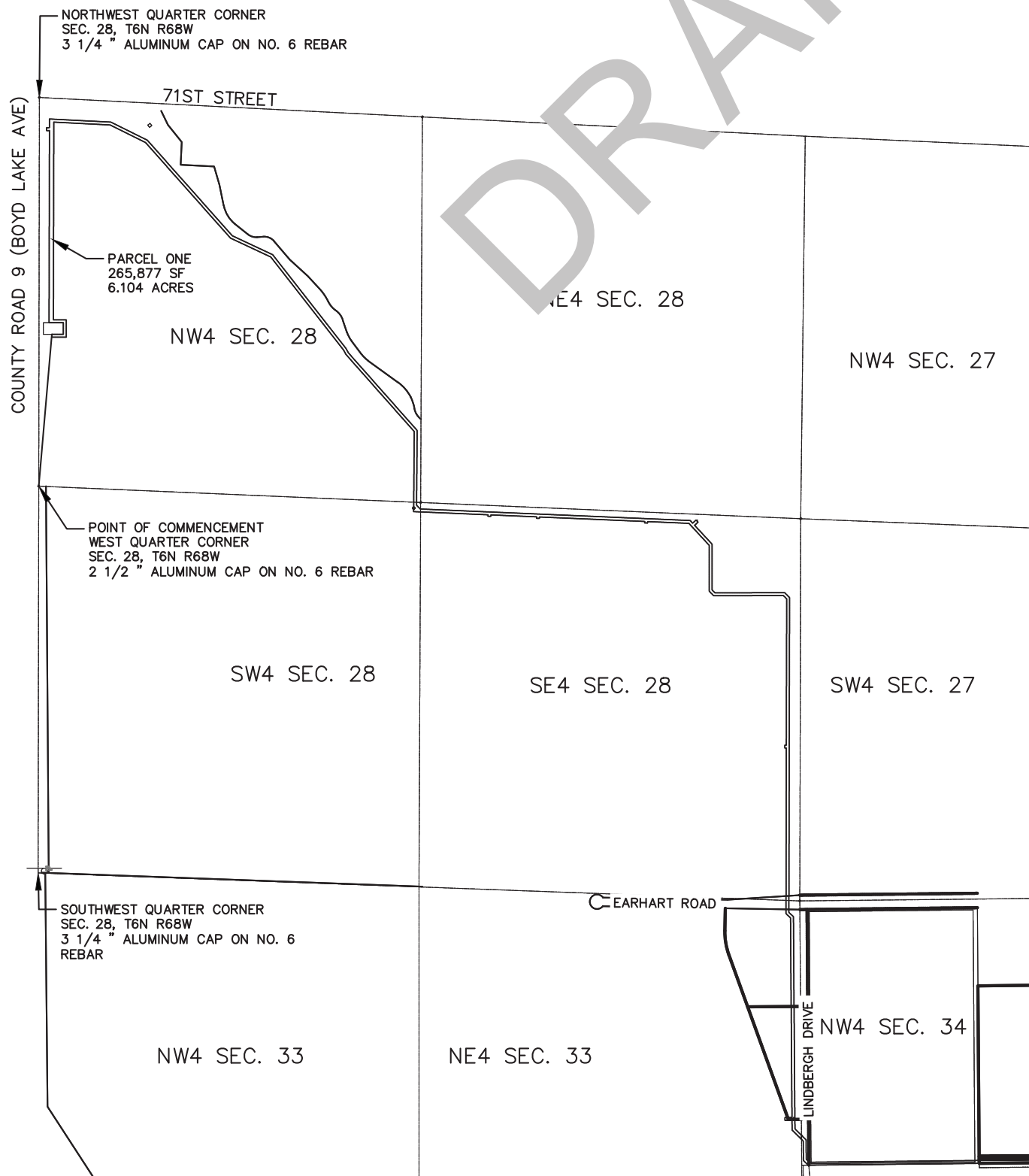
EXHIBIT C

Depiction of Easement Area

[Attached]

EXHIBIT "C"

EXHIBIT DESCRIPTION PARCEL ONE



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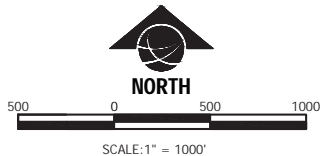
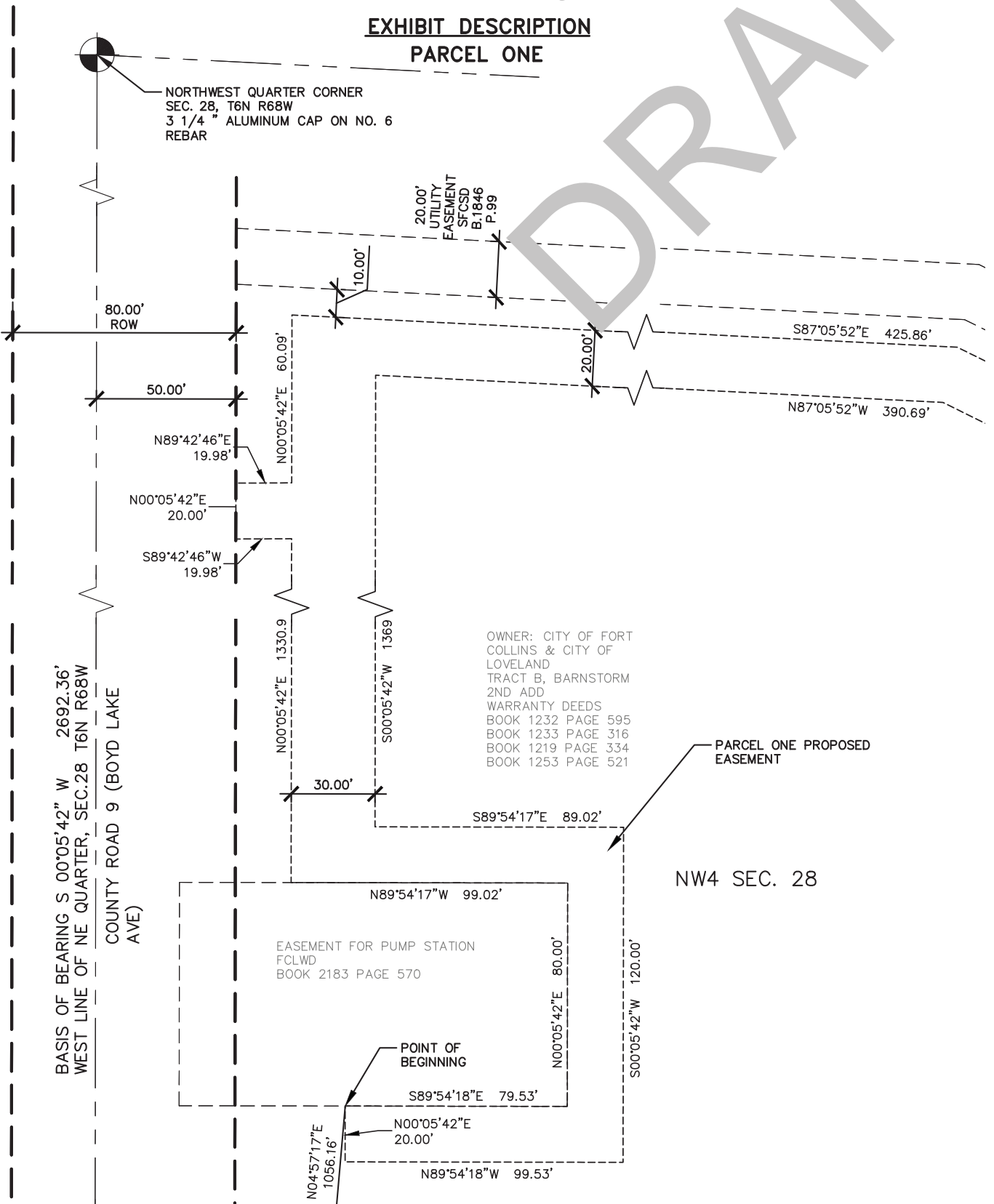


EXHIBIT "C"

EXHIBIT DESCRIPTION

PARCEL ONE



OWNER: CITY OF FORT COLLINS & CITY OF LOVELAND
TRACT B, BARNSTORM
2ND ADD
WARRANTY DEEDS
BOOK 1232 PAGE 595
BOOK 1233 PAGE 316
BOOK 1219 PAGE 334
BOOK 1253 PAGE 521

PARCEL ONE PROPOSED EASEMENT

NW4 SEC. 28

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PAGE 5 OF 10

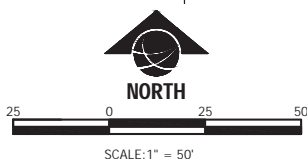
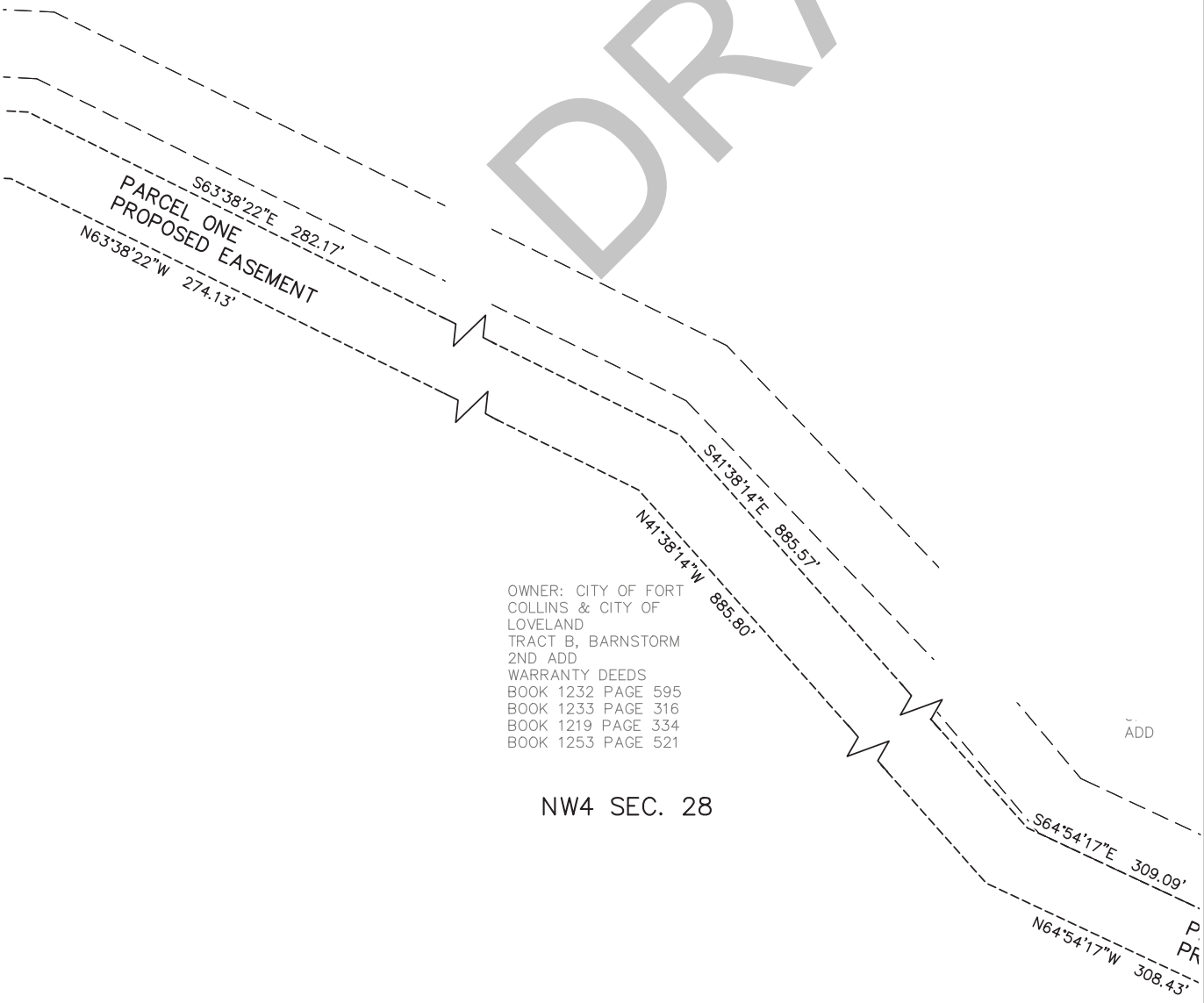


EXHIBIT "C"

EXHIBIT DESCRIPTION
PARCEL ONE

DRAFT



OWNER: CITY OF FORT
COLLINS & CITY OF
LOVELAND
TRACT B, BARNSTORM
2ND ADD
WARRANTY DEEDS
BOOK 1232 PAGE 595
BOOK 1233 PAGE 316
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NW4 SEC. 28

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NORTH

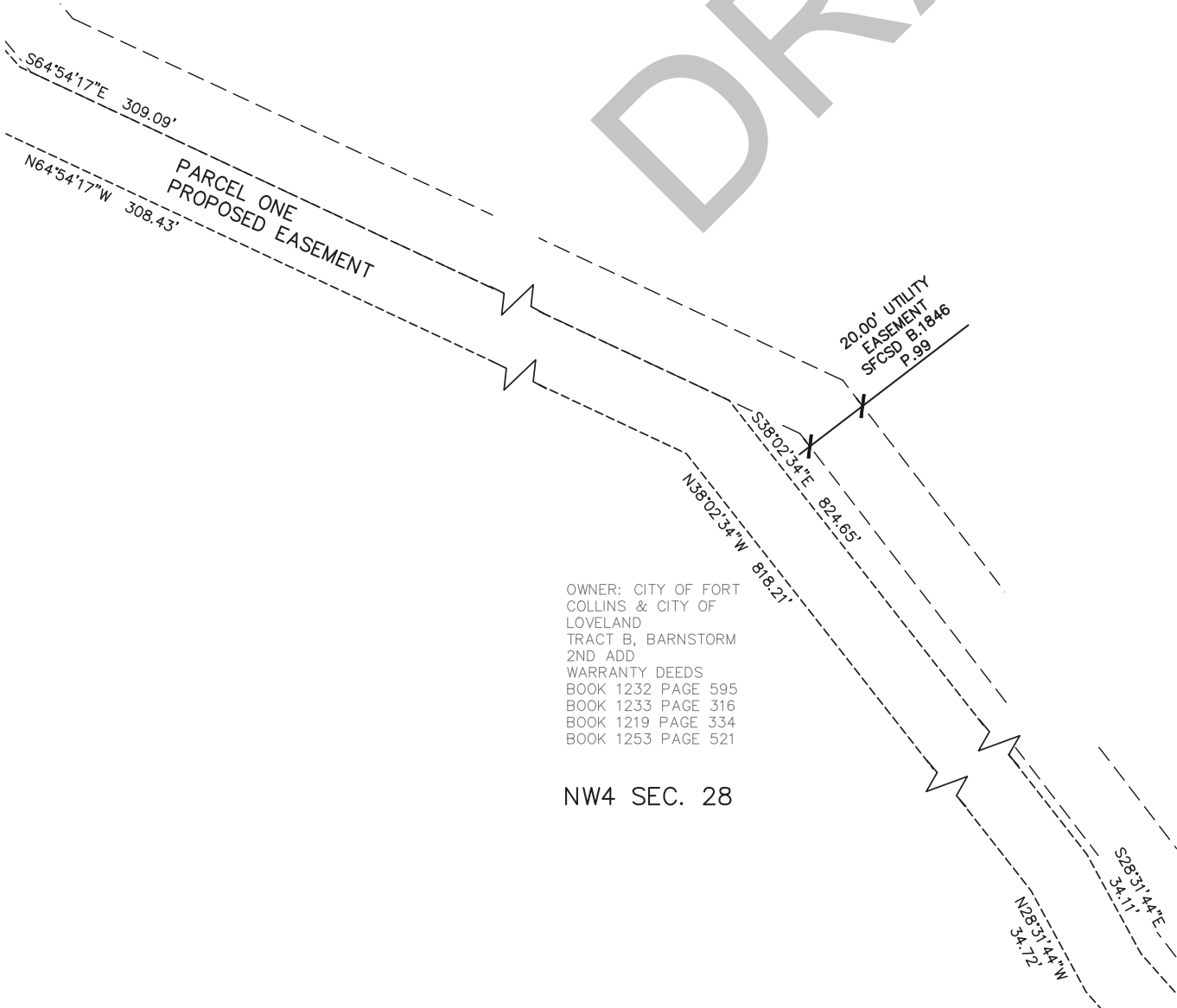


SCALE: 1" = 50'

EXHIBIT "C"

EXHIBIT DESCRIPTION PARCEL ONE

DRAFT



OWNER: CITY OF FORT
COLLINS & CITY OF
LOVELAND
TRACT B, BARNSTORM
2ND ADD
WARRANTY DEEDS
BOOK 1232 PAGE 595
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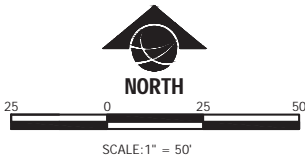
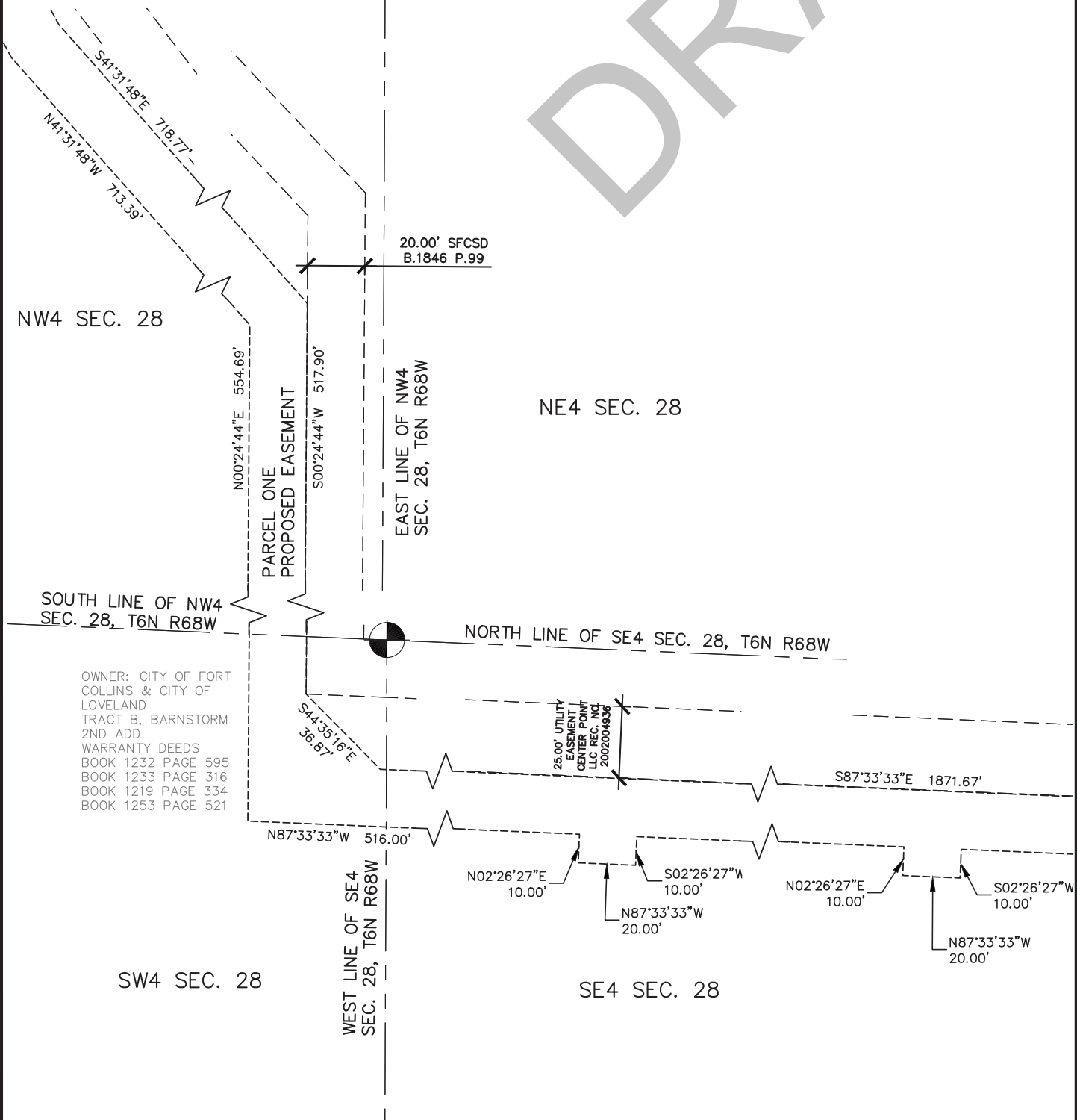


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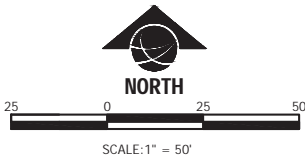
PARCEL ONE

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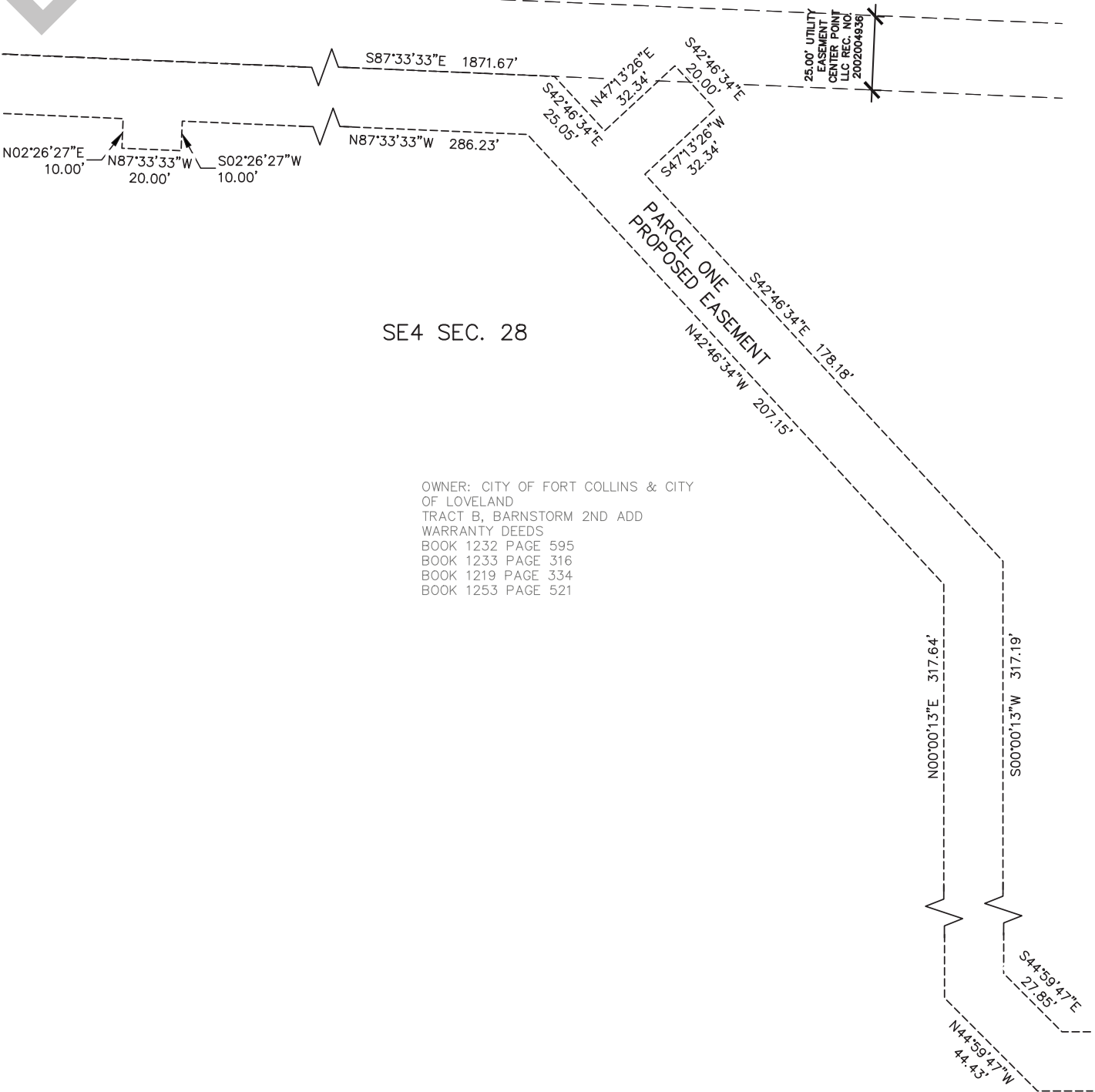
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EXHIBIT "C"

EXHIBIT DESCRIPTION
PARCEL ONE

NE4 SEC. 28

NORTH LINE OF SE4 SEC. 28, T6N R68W



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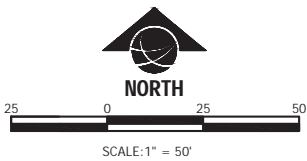
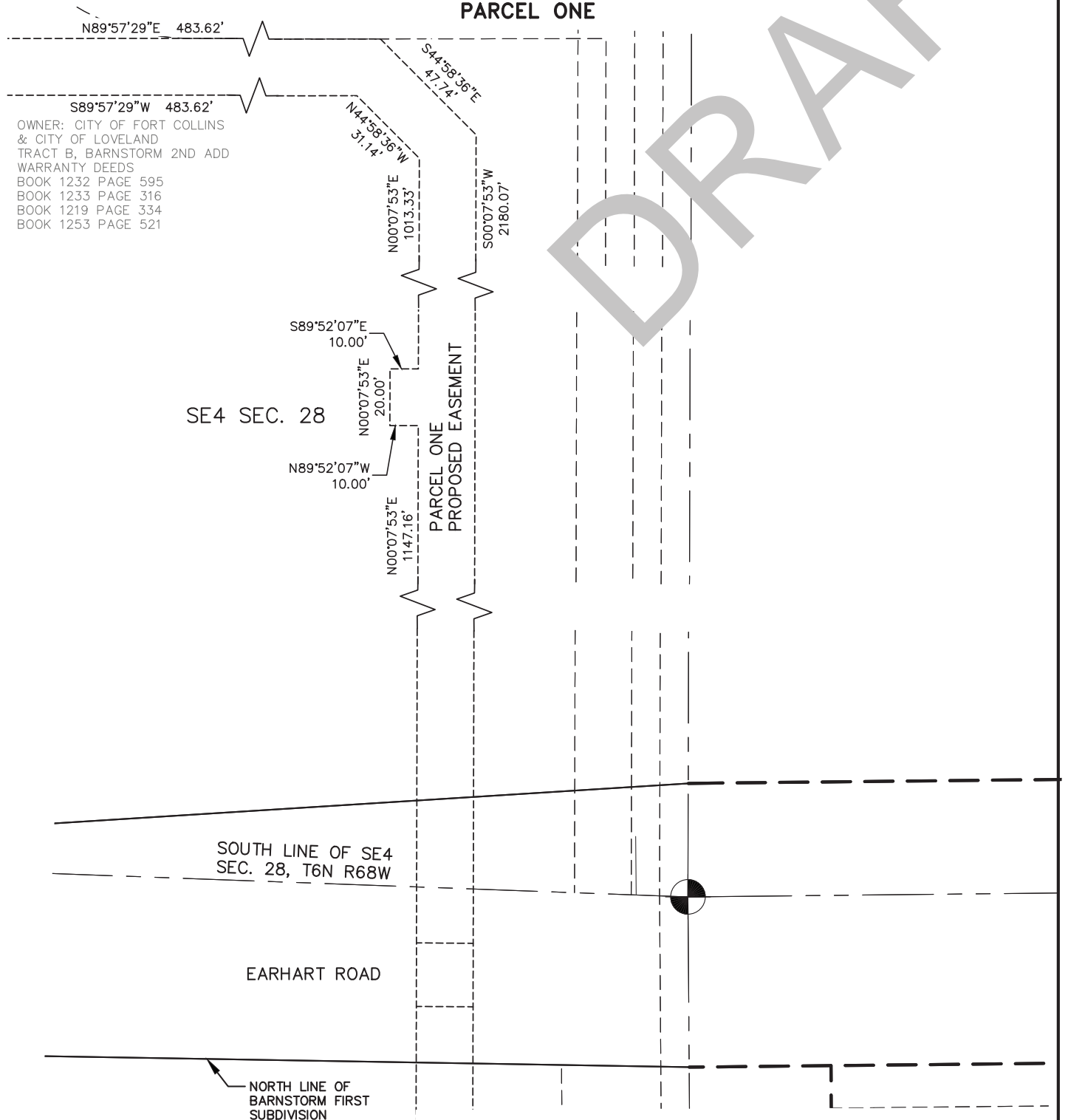


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PAGE 10 OF 11



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: September 21, 2023

PREPARED BY: Francis Robbins, Maintenance & Operations Manager

TITLE

2023 Budget Review and Recommendation to City Councils

RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to recommend the draft 2024 Airport budget for adoption by the City Councils.

BUDGET IMPACT

Not applicable

SUMMARY

The Intergovernmental Agreement (IGA) between the Cities requires that each City Council approve the Airport budget and appropriate a 50% share supporting Airport operations, maintenance, and capital improvements. The Airport Commission will review and recommend adoption by the City Councils. The draft 2024 budget is attached, and the format shared is consistent with the Airport's monthly financial reports.

The total proposed 2024 budget is just under \$27 million, including an operating budget of \$3,030,896 and a capital budget of \$23,958,000. The Airport will continue to remain self-sufficient for all operational and maintenance needs and will utilize grant funding, available Airport balance, and potential funding from the Cities to fund capital improvements. Revenue increases are due to escalating land lease agreements, fees associated with the new shuttle services, rental car concessions, increase in ID badges, increased fuel price percentage related reimbursements, and new grant resources.

Capital expenditures reflect anticipated federal and state grant resources, available Airport funding, and terminal funding from both Cities and the County totaling approximately \$23,958,000, most of which will be applied to the construction of the new airline terminal building. The capital budget also includes the annual IGA reserve of \$2,000,000 for 2024. The IGA defines the reserve as 25% of the Airport's total budget or 50% of the unassigned balance including the operations reserve and capital which is available for the Airport Commission to use for special projects.

ATTACHMENTS

2024 Proposed Airport Budget

2024 Airport Budget Presentation

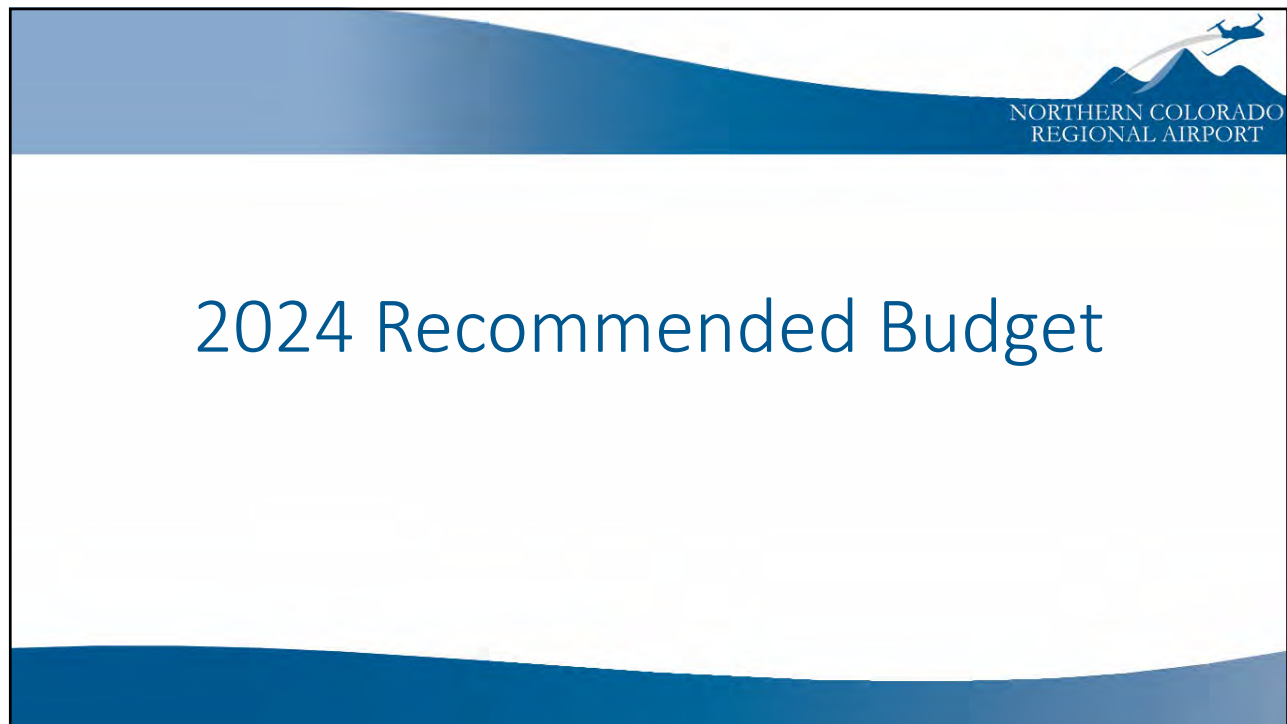
Resolution # R-08-2023

2024 Proposed Airport Budget

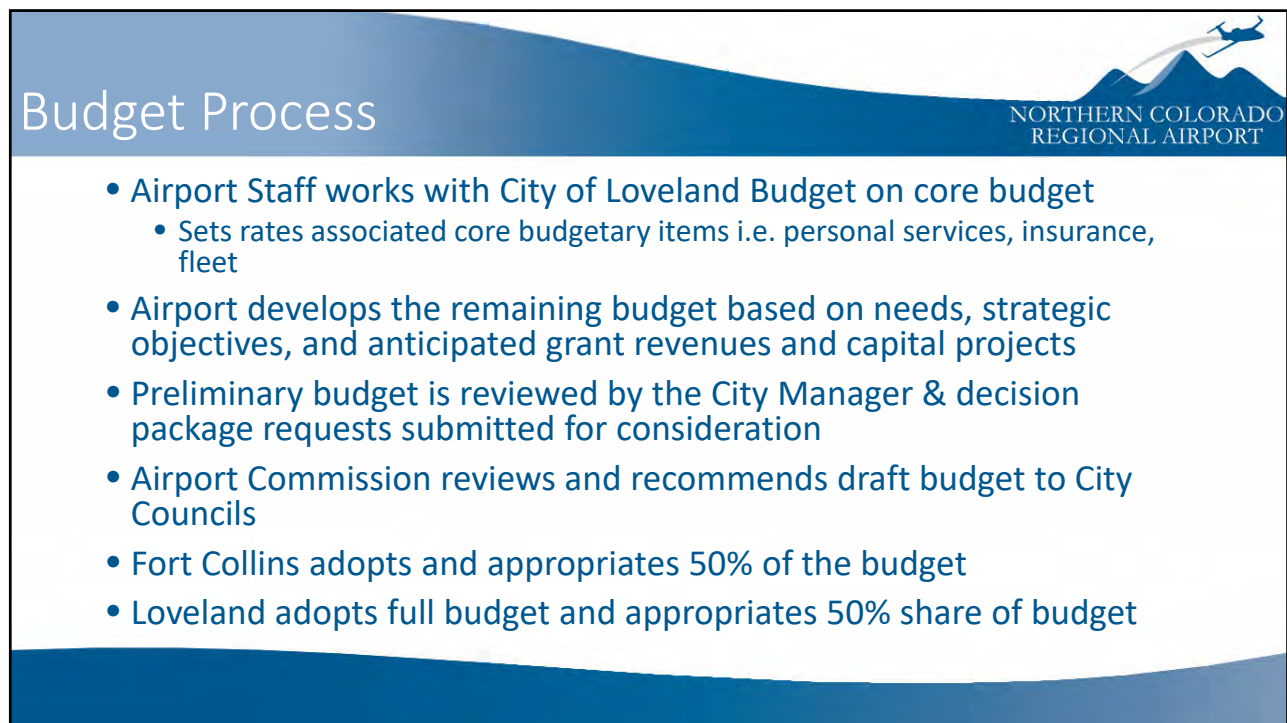


NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION

	2020 Actual	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget	Justification	Percent Change
<u>OPERATING REVENUES</u>								
Hangar Rental	224,059	247,095	225,000	240,022	255,000	215,000	Reduced for decommissioning of A & B hangars	-15.7%
FBO Rent	92,586	92,713	94,172	94,172	94,134	105,008	Increase of two years CPI as per lease or 11.6%	11.6%
Gas and Oil Commissions	111,192	265,576	119,000	405,588	190,000	300,000	This is driven by fuel price and airport activity levels	57.9%
State & County Aircraft Fuel Tax	119,829	127,754	140,000	193,644	166,500	150,000	This is driven by fuel price and airport activity levels	-9.9%
Land Lease	694,391	738,561	749,900	920,494	891,600	1,099,000	Adjusted for new leases, and CPI lease escalations	23.3%
Terminal Lease and Landing Fees	5,700	7,160	12,000	8,024	5,700	75,300	Tied to airline/ bus activity	1221.1%
Parking	4,805	330	75,000	0	0	0	Tied to airline/ bus activity	0.0%
Miscellaneous	23,494	205,476	23,000	132,708	31,100	52,600	Tied to airline/ bus activity	69.1%
TOTAL OPERATING REVENUES	1,276,056	1,684,665	1,438,072	1,994,652	1,634,034	1,996,908	Total	22.2%
<u>OPERATING EXPENSES</u>								
FTE	6	6	7.5	8	8	9		
Personal Services	641,868	668,421	827,312	776,765	1,089,540	1,147,418	FTE	5.3%
Supplies	68,129	74,945	100,000	99,694	115,400	123,550	Inflation adjustments	7.1%
Purchased Services	513,984	435,275	678,619	620,144	1,506,360	1,759,928	adjustments	16.8%
TOTAL OPERATING EXPENSES	1,223,981	1,178,641	1,605,931	1,496,603	2,711,300	3,030,896	Total	11.8%
OPERATING GAIN (LOSS)	52,075	506,023	(167,859)	498,049	(1,077,266)	(1,033,988)	USDOT SCASD Grant cost amounts to this loss- and if received would provide for 75% funding reimbursement	-4.0%
<u>NONOPERATING REVENUES (EXPENSES)</u>								
City Contributions	0	0	0	0	0	0		
Passenger Facility Charge	0	0	65,000	0	0	0	No change	
Interest Income	95,157	(61,294)	75,000	(112,373)	51,000	49,000	Finance controlled investments	-3.9%
Capital Expenditures	(1,481,000)	(3,623,375)	(14,313,373)	(1,082,549)	(30,891,667)	(21,958,000)	Anticipated federal and state funded capital project funding	-28.9%
TOTAL NONOPERATING REVENUES (EXPENSES)	(1,385,843)	(3,684,669)	(14,173,373)	(1,194,922)	(30,840,667)	(21,909,000)		-29.0%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(1,333,768)	(3,178,646)	(14,341,232)	(696,873)	(31,917,933)	(22,942,988)		-28.1%
Capital Contributions	922,000	4,274,041	16,581,373	1,399,819	31,248,000	16,272,500	Terminal Building Construction, Runway Widening Design, potential grants for SCASDG and BIL Terminal Funding Grants	-47.9%
CHANGE IN NET POSITION	(411,768)	1,095,395	2,240,141	702,946	(669,933)	(6,670,488)	This change is driven by the local share for the terminal project and any grant matches	895.7%
Reserve Appropriation	500,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	IGA stipulates this amount to be the lesser of 50% of unassigned balances of Airport Operating reserves and Capital Fund or less than 25% of the Airport's annual budget	0.0%



1



2

Budget Revenue



- **Operating \$1,996,908**
 - Fuel price is tricky to estimate since it is based on price and volume, so it was estimated based on forecasted fuel trends
- **Capital & Other \$16,272,500**
 - Runway 15-33 Widening
 - FAA AIP discretionary funds estimated at \$14 million for this safety improvement to be awarded in 2024 or 2025
 - BIL Terminal Funding Grants
 - GA Taxiway Rehabilitation
 - USDOT air service grant is being pursued, and will add up to \$750,000 to revenues if awarded
 - Applications due March 2024

3

Budget Expenses & Capital



- **Operating: \$3,030,896**
 - Personal Services
 - 5% total increase including the Citywide Compensation Plan update
 - 6% increase in medical insurance costs
 - Supplies
 - Adjusted upward by 7% to account for inflation
 - Purchased Services
 - Seeking a USDOT grant estimated at \$750,000, with cost center in Purchased Services
- **Capital Projects: \$21,958,000**
 - Terminal
 - Remainder of the Runway Widening Design and possible construction
 - Taxiway B & D Reconstruction

4

Summary



- Total Budget = \$26,988,896
- Revenues projected to increase 22.2%
 - Driven by fuel, new leases, and CPI adjustments
- Potential grant funding over half of total budget
 - \$14 million in runway 15-33 widening design and construction
 - \$750,000 for USDOT grant
- Use of remaining Cares Act Grant \$15 million
- Projecting a \$6,670,488 deficit if all funding is expended and received
 - Airport fund balance is \$8.4 million today

RESOLUTION # R-08-2023

**A RESOLUTION APPROVING THE 2024 AIRPORT BUDGET AND
RECOMMENDING APPROVAL BY THE CITY COUNCILS OF FORT COLLINS
AND LOVELAND**

WHEREAS, the City of Fort Collins (“Fort Collins”) and the City of Loveland (“Loveland”) jointly own and operate the Northern Colorado Regional Airport (the “Airport”) pursuant to that Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport (the “IGA”), dated January 22, 2015, as amended; and

WHEREAS, pursuant to the IGA, the two Cities formed the Northern Colorado Regional Airport Commission (“Commission”) and granted the Commission certain authority, including the authority to develop the Airport budget; and

WHEREAS, the two Cities reserved to themselves the authority to approve the annual Airport budget and the authority to approve each Cities’ annual contributions to and appropriation of the Airport budget; and

WHEREAS, Airport staff has prepared the annual Airport budget for fiscal year 2024 (the “2024 Airport Budget”) and the Commission has reviewed the 2024 Airport Budget, which is attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, after such review, the Commission approves the 2024 Airport Budget, and recommends approval by the two City Councils along with appropriation of the necessary funds for such 2024 Airport Budget.

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

Section 1. That the 2024 Airport Budget attached hereto as “Exhibit A” is hereby approved.

Section 2. That the Commission recommends that the Fort Collins City Council and the Loveland City Council each approve the 2024 Airport Budget. The Commission further recommends that the City Councils approve each City’s annual contributions to and appropriation of the 2024 Airport Budget.

Section 3. That this Resolution shall be effective as of the date and time of its adoption.

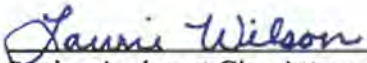
ADOPTED this 21st day of September, 2023.

Don Overcash, Chair of the
Northern Colorado Regional Airport Commission

ATTEST:

Secretary

APPROVED AS TO FORM:


Senior Assistant City Attorney



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: September 21, 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

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

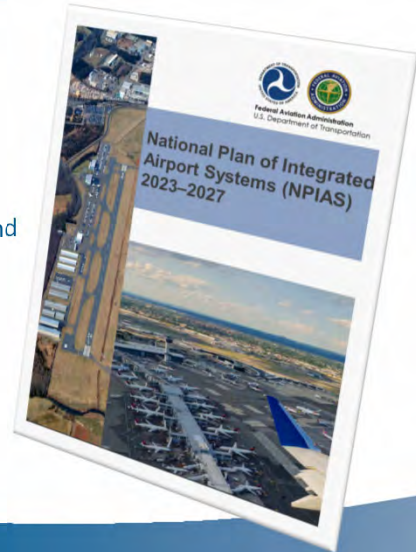


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Grant Funding: Federal

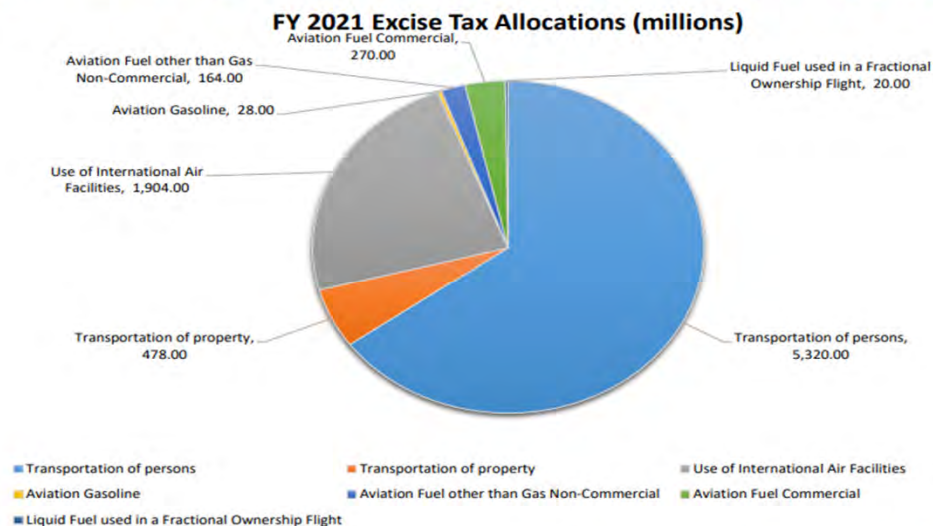


- Federal
 - National Plan of Integrated Airport Systems
 - Majority of the federal funding provided to airports are self generated by the aviation industry through the taxation of aviation
 - 90% or greater is derived from commercial airline ticket and fuel taxes
 - Less than 10% is generated from all 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



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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.

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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



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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

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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

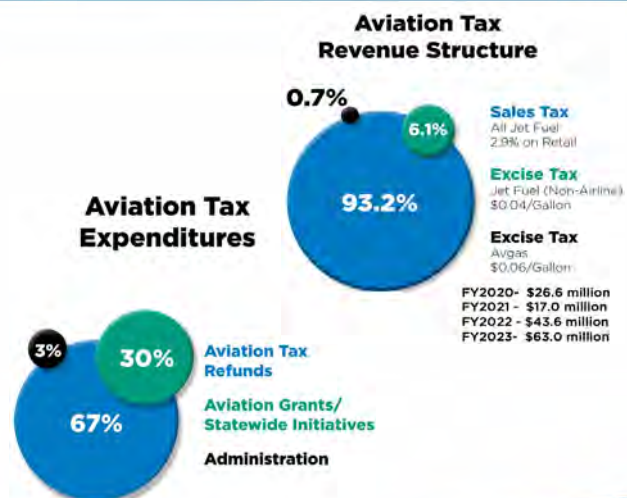


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Grant Funding: State

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



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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%)



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Self-Generated Revenues



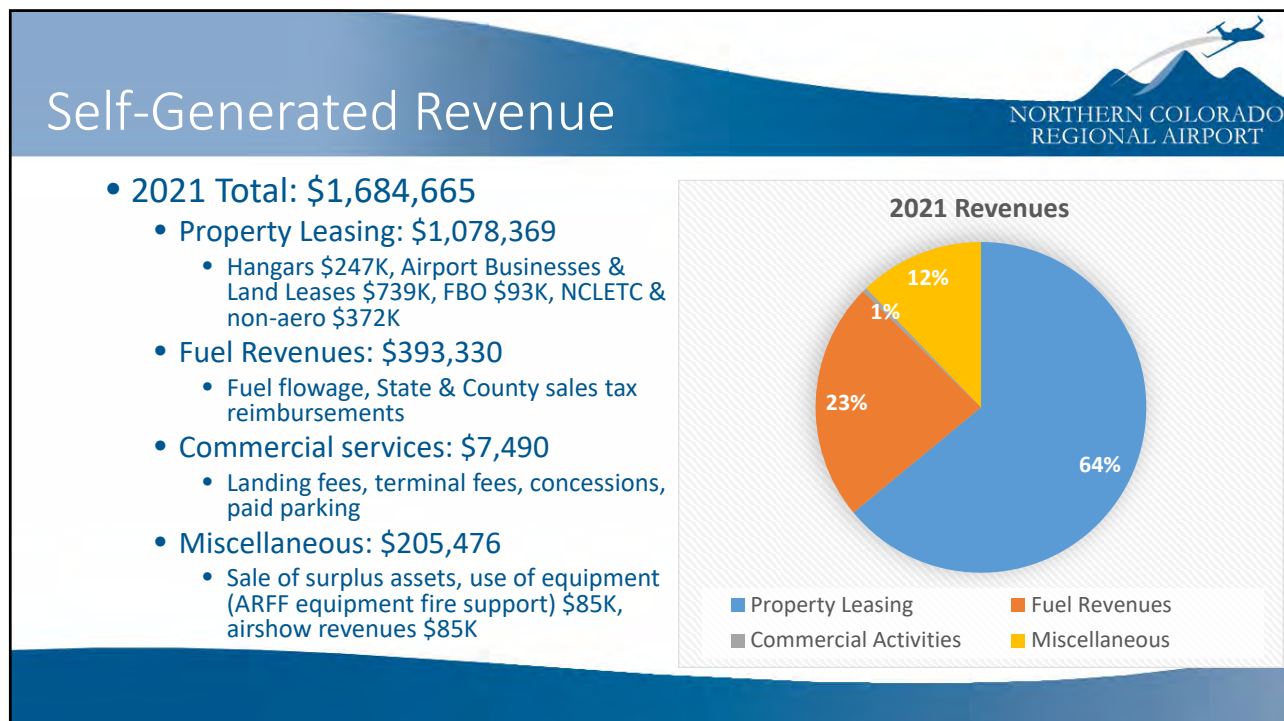
- The airport has been operated as a quasi-business seeing that much of the revenues that it generates are used to sustain its expenses.
- This is primarily for the operations and maintenance of the facility
- The airport has been self-sustaining since 2019 for operations and maintenance



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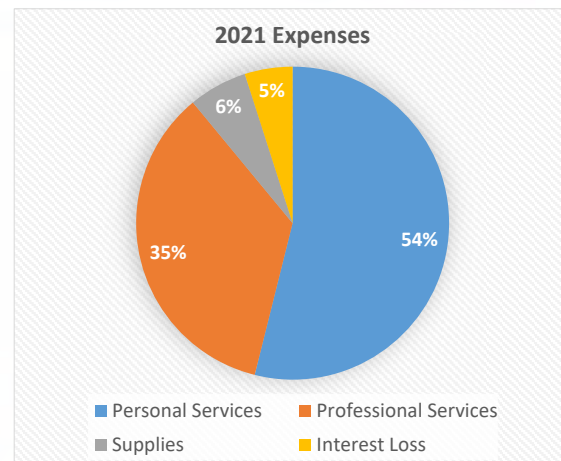


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Expenses



- **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



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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**



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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

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Direct Benefits

NORTHERN COLORADO
REGIONAL AIRPORT

- Fort Collins = \$0
 - No capability to collect taxes or fees
- Loveland = \$252,585
 - Aviation fuel sales tax = \$125,170
 - Property tax = \$131,466
 - Includes TTF properties with taxiway access
- Balance
 - Fort Collins cost = ~\$10,000
 - Loveland cost = \$73,843
 - Total cost = \$330,206
 - Total tax revenue = \$256,636

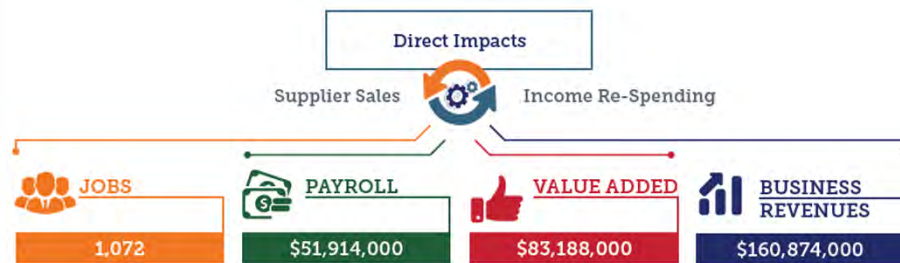


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Indirect Benefits

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.



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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

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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