



NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

4900 EARHART ROAD • LOVELAND, CO 80538

REGULAR MEETING AGENDA

THURSDAY, JUNE 27, 2024

3:30PM – 5:30PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

CONSENT AGENDA

1. MAY 16 MEETING MINUTES – P.2
2. MAY PRELIMINARY FINANCIAL STATEMENT – P.7
3. MAY AIRPORT DIRECTOR'S REPORT – P. 9
4. AIP 46 GRANT – P. 56
5. PDSC AGENDA – P. 92

APPROVAL OF CONSENT AGENDA

AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

REGULAR AGENDA

6. 2023 FINANCIAL AUDIT REPORT – ACTION, P. 93
7. INITIAL REVIEW OF 2025 BUDGET AND FEES – ACTION, P. 134
8. REQUEST FOR EXPRESSIONS OF INTEREST REVIEW – ACTION, P.146
9. FUEL FARM UPDATE – INFORMATIONAL, P. 224
10. BUSINESS FROM MEMBERS

PULLED CONSENT AGENDA ITEMS

ADJOURN

MEETING PLANNING CALENDAR		
JULY 10	JULY 18	AUGUST 15
• TRIAD BUSINESS AGREEMENT	STAKEHOLDER EVENT (NO REGULAR MEETING)	• FINAL 2025 BUDGET AND FEES (IF NEEDED) • TERMINAL BUDGET AND CONSTRUCTION UPDATE

All members of the public are invited to attend this meeting in-person at 4900 Earhart Rd.
Loveland, CO 80538 or observe virtually using the information below:

Join Zoom Meeting: <https://us06web.zoom.us/j/81745121465?pwd=5pPT3wqwwantl9jljsxjaPkMwNNcin.1>

Meeting ID: 817 4512 1465

Passcode: 259087

Dial by your location: +1 719 359 4580 US

Find your local number: <https://us06web.zoom.us/j/81745121465?pwd=5pPT3wqwwantl9jljsxjaPkMwNNcin.1>



Regular Meeting Minutes for May 16, 2024

CALL TO ORDER

Chair Arndt called the meeting to order at 3:34 p.m.

ROLL CALL

Chair Arndt and Commissioners Stooksbury, Marsh, DiMartino, and Krenning were present. Commissioner Williams was absent.

PUBLIC COMMENT

Chair Arndt opened the floor for public comment.

Scott Holst stated that the U.S. Customs office at Discovery Air is complete but an officer has not yet been assigned to this location so it is only open by appointment currently. Also, it is a challenge to compete with businesses who operate under the Triad Business Agreement.

CONSENT AGENDA

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

Pulled Items: None

Consent Follow up: None

Public Comments: None

AIRPORT DIRECTOR'S REPORT HIGHLIGHTS

A and B Hangar demolition is currently underway.

Meetings are being held with the Raytheon/Frequentis group to discuss the Digital Tower Rough Order of Magnitude and service solutions.

The reimbursable agreement for the Vista Siting Study will be presented to the Commission at a future meeting.

Terminal construction is on schedule and under budget. Interior walls are being finished and tours will likely be scheduled as a public meeting for all Commissioners to attend.

Bids for Taxiway B and D and GA Taxilane rehabilitation have been received.

The fuel farm study is expected to be complete in June.

The Fort Collins Loveland Water District pipeline project is going smoothly and as scheduled. A detour on Earhart Road will begin May 20th and should not inhibit access to the airport.

The Director search is underway. ADK is under contract to facilitate the hiring process and will be hosting meetings with stakeholders.

A meeting will be held in July to discuss the governance model and the funding options that could be made available as an authority.



REGULAR AGENDA

9. INITIAL REVIEW OF 2025 CIP

Dave Ruppel, Interim Airport Director, and Francis Robbins, Airport Operations and Maintenance Manager, presented this item in accordance with the Agenda Item Summary.

The Capital Improvement Plan (CIP) helps identify and prioritize Airport projects for the next five years. This document includes projects identified on the 2020 Master Plan and aids communication with the FAA and CDOT regarding estimated costs and funding sources. One major project identified in the CIP is the widening of Runway 15-33 with an estimated cost of \$14.9M provided by FAA AIP and BIL, State, and local funds. Another large project is the installation of a permanent Air Traffic Control tower which could cost up to \$12.5M from Airport reserve funds, grants, and potentially a State Infrastructure Bank loan.

Commissioner Krenning spoke in opposition of the Runway 15-33 widening project and stated that the message should be conveyed to both City Councils that the decision to widen Runway 15-33 can be halted, but there will be consequences with the FAA if that decision is made.

Commissioner Stooksbury questioned whether a fuel farm should be located on Lindbergh Drive as the main entryway to the Airport.

Public Comment:

- Rick Turley expressed concern that site work for shovel-ready land which hangars could be built on was removed from the CIP.

Mr. Ruppel stated that site work could be added back to the CIP as a local fund expenditure.

10. BUSINESS FROM MEMBERS

The next Airport Commission meeting will be held on June 27th.

Commissioner Krenning asked whether the Commission is satisfied moving forward with the widening of Runway 15-33.

Commissioner Stooksbury requested that any potential conflict between the runway widening project and taxiway repair schedule be considered and that all options be presented for the Airport Commission to decide which phasing plan is most feasible and minimizes impacts.

Ms. Wilson noted that any decision to amend the Master Plan would need to be made by Council.



Commissioner Krenning questioned whether AIMS will be in compliance with FAA grant assurances and the Triad Business Agreement if they close on the Blue Ocean facilities.

Mr. Ruppel stated that AIMS submitted a statement to the FAA regarding their intended operations in relation to the through-the-fence agreement. The FAA will make a determination and provide a letter to convey their findings on the issue. According to the existing covenants and declarations, no commercial fuel sales are permitted but fueling their own equipment is acceptable.

Commissioner Stooksbury requested that the Commission review the history of the Triad Agreement with an education session at a future meeting which may require going into executive session.

ADJOURNMENT

Chair Arndt adjourned the meeting at 5:04 p.m.

Respectfully Submitted,

Commission Chair, Jeni Arndt

May 16, 2024 REGULAR MEETING SIGN-IN SHEET

PLEASE PRINT:

NAME

ORGANIZATION

[illegible]





NORTHERN COLORADO REGIONAL AIRPORT

4900 Earhart Rd • Loveland, Colorado 80538

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

ITEM NUMBER: 2

MEETING DATE: June 27, 2024

PREPARED BY: Francis Robins, Airport Ops & Maint Manager

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 May include:

- In May the purchased services account encumbered the full demolition costs for
- The monthly statement indicates \$8.3 million within the net position available for use. This amount includes roughly \$6 million set aside 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 \$3 million which is planned for future federal funding grant matches, specifically \$1 million for the \$14 million runway widening project in 2025, and the remainder maintaining the operational financial reserve.

ATTACHMENT

Preliminary monthly financial statement for May 2024



NORTHERN COLORADO REGIONAL AIRPORT

Airport Statement of Revenues and Expenses

From 01/01/2024-05/31/2024

PRELIMINARY

	Y-T-D 2024 Actual	Y-T-D 2023 Actual	Y-T-D 2024 Budget	2024 Total Budget	% of Total Budget
OPERATING REVENUES					
Hangar Rental	79,172	94,841	89,585	215,000	37%
FBO Rent	31,902	39,238	43,755	105,008	30%
Gas and Oil Commissions	95,129	99,305	125,000	300,000	32%
Aviation Fuel Tax Reimbursement	92,987	109,981	62,500	150,000	62%
Land Lease	314,211	247,209	457,915	1,099,000	29%
Land Lease PD Training Ctr	103,043	103,043	0	0	0%
Terminal Lease and Landing Fees	14,883	9,714	31,380	75,300	20%
Parking	0	0	0	0	0%
Miscellaneous	39,218	31,112	21,915	52,600	75%
TOTAL OPERATING REVENUES	770,543	734,442	832,050	1,996,908	39%
OPERATING EXPENSES					
Personal Services	303,230	346,580.57	478,090.00	1,147,418	26%
Supplies	36,989	42,983.46	51,480.00	123,550	30%
Purchased Services	466,532	136,577.16	1,054,888.00	2,084,222	22%
TOTAL OPERATING EXPENSES	806,751	526,141	1,584,458	3,355,190	24%
OPERATING GAIN (LOSS)	(36,208)	208,301	(752,408)	(1,358,282)	
NONOPERATING REVENUES (EXPENSES)					
Passenger Facility Charge	0	0	0	0	
Interest Income	45,696	20,212	20,415	49,000	93%
Contributed Asset	0			0	
Capital Expenditures	(5,046,995)	(365,114)	(26,606,475)	(39,412,604)	13%
TOTAL NONOPERATING REVENUES (EXPENSES)	(5,001,299)	1,655,098	(26,586,060)	(39,363,604)	
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(5,037,507)	1,863,399	(27,338,468)	(40,721,886)	
Capital Contributions	4,926,255	1,151,770	9,149,165	21,958,000	22%
CHANGE IN NET POSITION	(111,252)	3,015,169	(18,189,303)	(18,763,886)	
NET POSITION, Beginning	28,274,198	21,237,480	0	0	
NET POSITION, Ending	28,162,946	24,252,649	(18,189,303)	(18,763,886)	
Investment in Capital Assets	19,843,609	15,440,026	0	0	
Net Position Available for use	8,319,337	8,812,623	(18,189,303)	(18,763,886)	



NORTHERN COLORADO REGIONAL AIRPORT

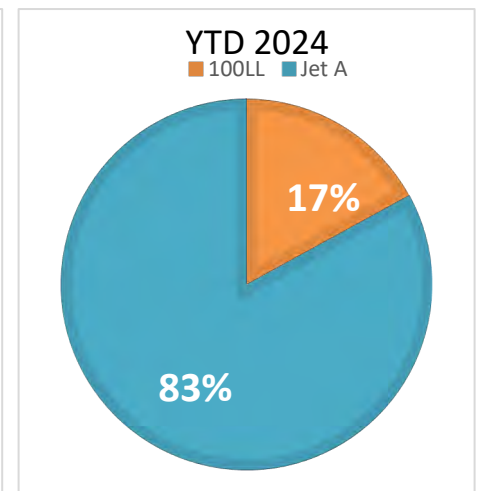
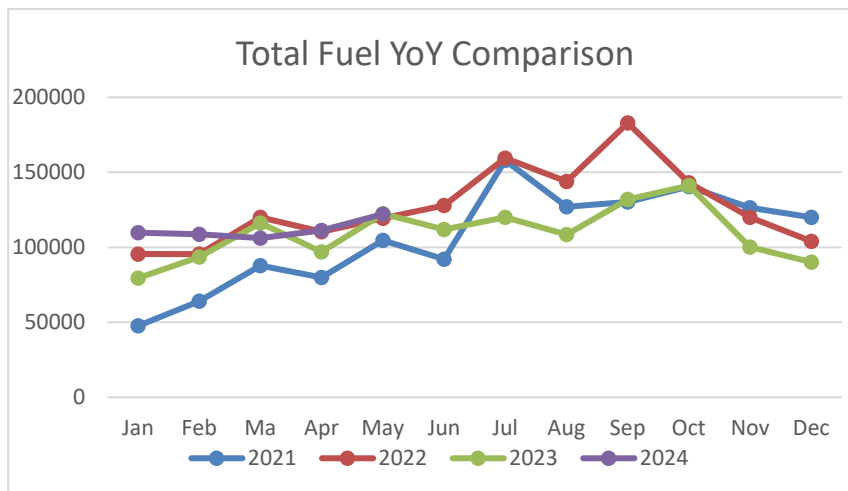
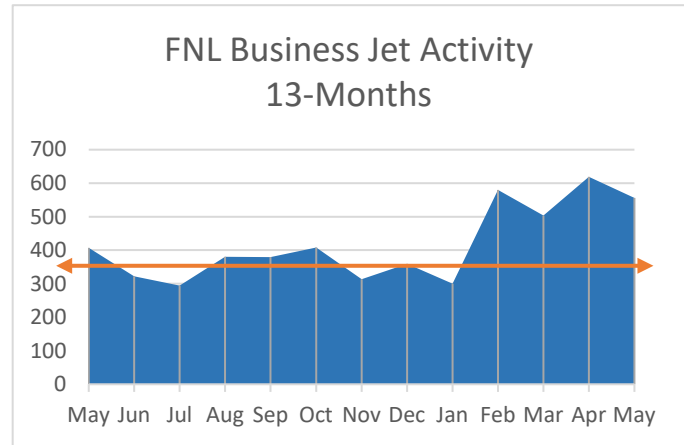
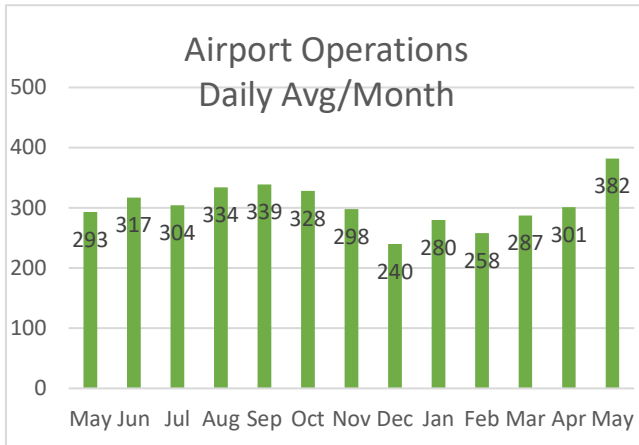
4900 Earhart Rd • Loveland, Colorado 80538
(970) 962-2850 • FAX (970) 962-2855 • TDD (970) 962-2620

Date: June 28, 2024
To: Northern Colorado Regional Airport Commission
From: David Ruppel, Airport Director
Re: Airport Report for May 2024

Report Highlights

- Colorado Cleanup Corporation completed the A and B Hangar demolition, and we now have a new stretch of asphalt where the hangars used to be. They did an excellent job and were great to work with.
- Digital Tower Vendor, RTX/Frequentis, is proceeding with their work at the FAA Tech Center in Atlantic City and met with airport staff on June 13th to continue working on negotiations for a future system installation. FNL and the State of Colorado are working to establish a subscription type service model and RTX/Frequentis is open to this concept.
- TERMINAL UPDATE. The interior hard lid ceiling drywall installation and finishing is underway. Concrete sidewalk placements, interior and exterior painting are underway. Automatic entrance installation is completed and the Arrival/Departure room build out is nearing completion. Electrical Transformer installation and interior drywall installation and finishing are underway and HVAC Roof Top Unit delivery and Installation are expected this week. Terminal entrance subgrade prep is proceeding. Parking lot demo and subgrade prep in the North parking lot section is underway.
- TAXIWAY B&D/HANGAR TAXILANES. The Taxiway B&D rehabilitation is awaiting the FAA Grant funding to be released and will then be contracted with Coulson Excavating. We expect to be able to complete this project in July. We are processing the contract for Coulson's work on the Hangar Taxilane project which is also expected to be completed in July.
- FUEL FARM SITING Study is completed, and the presentation of findings is included in the Commissions agenda for this month. The best source of funding for this project is a State Infrastructure Bank loan that could be paid back using the usage fees for the farm. The ability for FNL to use these funds is directly linked to the Governance model for the Airport, with the best options allowing the use of that type of funding being an Airport Authority or an Airport District. FNL is exploring other funding sources but the SIB Loan would provide an expeditious and effective option.
- GOVERNANCE Study. The Governance Board that was established by the Cities of Fort Collins and Loveland will meet July 8th to begin evaluation of the Governance options presented in the Governance Study that was completed by Daniel S Reimer LLC.
- FCLWD Potable Water Pipeline construction is substantially completed and should be wrapped up this week. FCLWD expects to demobilize by the end of the month.
- The Airport Director search is proceeding with ADK Executive Search. The position will be advertised soon, and the search process is expected to take about three months to complete.
- The next FNL Stakeholder meeting will be held on August 6th and will include in-person and on-line options.

- Flight operations for the month of May averaged 382 per day, and the thirteen-month rolling average is 305.
- Wholesale fuel ordered by the jetCenter FBO was 103,236 gallons for the month of May, a decrease of 10% compared to the previous May at 114,347 gallons.
 - Total year to date fuel for jetCenter is up 13% year over year.
 - Total fuel flowage through May 2024, is 557,913 gallons compared to 508,450 Gallons YTD in May 2023.
- Business jet activity for May compared to the same month in 2023 was up 27%, going from 407 to 556 operations.



Digital Tower

RTX/Frequesntis, is continuing its work at the FAA Tech Center in Atlantic City and the FAA has indicated that they expect System Design Approval (SDA) in late 2025. RTX/Frequentis continues to work its way through the FAA testing process including successful submission of two-thirds of the required documentation and is nearly complete with the remainder of the documentation.

RTX met again with airport staff on June 13th to continue the negotiations for a future system installation. FNL is pursuing the option of leasing the system as an FAA approved acceptable alternative to the traditional tower systems. Further meetings are planned in July. Based on current direction from the FAA, there will no longer be a requirement for testing at the Airport. Once the FAA has accepted the system as an approved alternative, The Vendor will be able to install the system at FNL with only basic familiarization and commissioning of the system required.

Federal Contract Tower (FCT)

FNL is working through the traditional Tower Siting process with the FAA and will continue to pursue both a traditional tower process and the digital tower to be able to take advantage of whichever is ready in the shortest amount of time.

Terminal

Exterior finishes are completed and concrete curb and gutter as well as sidewalks are being installed. Interior finishes are underway with many such as the rock work in the Ticketing lobby completed. Finishing is also underway in the Arrival/Departure Lounge and bathrooms. Long lead items such as Transformers and Roof Top Units (RTUs) are arriving and being installed. Hensel Phelps is also beginning work on the north portion of the parking lot rebuild.

The DiTesco construction summary is attached.

Mobile Tower Line-of-Sight

FNL continues to work with the Tower Supervisor to look at options to be able to reopen Runway 6/24. A request has been made to evaluate the possibility of moving the Mobile Tower to regain visibility and an additional request has been submitted to evaluate displacing the eastern Runway threshold past the point of loss of visibility. The FAA is currently at least 60 days out from scheduling a risk review panel and is scheduling about 6 months out for the panel meetings.

STARS

The FAA Reauthorization bill that recently passed into law included provisions directing the FAA to make use of STARS systems at airports that currently have access to them. We are working closely with Senator Hickenlooper's office to keep pressure on the FAA to keep the STARS unit at FNL and get it into use.

Governance

The Governance Board established by the two Cities is scheduled to have its first meeting on July 8th to begin formal discussions on changing the Airport Governance Model to something that is less cumbersome and more efficient. The study is available on the FNL website at, [2023-12-26-Airport-Governance.pdf \(flynoco.com\)](https://www.flynoco.com/2023-12-26-Airport-Governance.pdf).

Runway Widening Project

The project will reach the 100% design phase in early August. We are currently completing and obstruction evaluation and an update of the GIS imagery for the Airport for the approaches and departures. This is used to make sure that there are no feature that will obstruct aircraft operations.

Taxiway B&D/Hangar Taxilanes

FNL is completing the Contracting and Notice to Proceed with Coulson Excavating for the local portion of this project and expects to begin the project in July. The Federal portion of the project is still awaiting the grant award and FNL is seeking approval of the Contracting based on the expected grant offer. FNL expects to be able to complete this project in July as well.

PDSC Meeting

The most recent meeting of the PDSC was held on 6-18-2024. The following items were addressed,

- Meeting Minutes for 5-1-2024 meeting were reviewed and approved.
- The Airport Development RFEI responses for Site B, Site C, and Site D were reviewed, discussed, and recommended for Commission review. Five complete proposals were submitted with three that may be able to be combined for Site C, one for Site B, and one for Site D.

Airport Scheduled Events

- June Crack Seal in work
- July Runway Painting Dates TBD
- Sep 14 Aims Aviation Day
- Oct 9 Terminal Target Completion
- Oct 12-18 NIFA SAFECON Event

Attachments

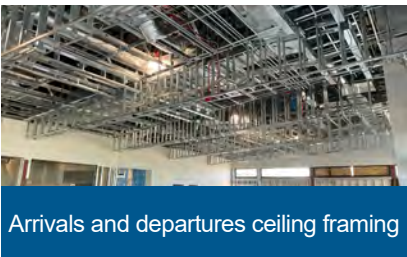
1. Northern Colorado Regional Airport Terminal Construction Report
2. Loveland Fire and Rescue Authority ARFF monthly report
3. Remote Air Traffic Control Contract Progress Report #35
4. Denver ARFF Outside Recertification
5. Congress' FAA Reauthorization Is Good for Remote Towers, Bad for Travel Agents



Northern Colorado Regional Airport Terminal



Exterior finishes and site work



Arrivals and departures ceiling framing



Terminal construction progress

MAJOR MILESTONES

- Roof installation is complete.
- Electrical, plumbing, and mechanical rough in is complete.
- Site grading is underway.
- Drywall installation is underway.
- Interior finishes and room buildout is underway.
- Exterior building finishes are underway.
- Site electrical and communication conduit installation is underway.

WORK UPCOMING

- Acoustical ceiling panel installation.
- Roof top HVAC unit placement.
- Baggage handling system installation.
- Automatic entrance door installation.
- Site paving.



EXPENDITURE
TO DATE

\$9,425,256

CONTRACT VALUE: **\$16,693,680**

CHANGE ORDER
PERCENTAGE

12.31%

TERMINAL BUILDING: **3.27%**
ADDED WORK FOR PARKING LOT: **9.04%**

DAYS CHARGED TO DATE

319

ORIGINAL CONTRACT: **422 DAYS**

LOOK AHEAD SCHEDULE

	MAY	JUNE	JULY	AUGUST
Electrical, plumbing, and mechanical rough in				
Exterior building finishes				
Drywall/acoustical ceiling panel installation				
Interior room buildout and finishes				
Baggage handling system installation				
Building commissioning and testing				
Site surface improvements				





Weekly Report

6/21/24

Northern Colorado Regional Airport Terminal (FNL)

Owner: Northern Colorado Regional Airport
Engineer: Dibble
Contractor: Hensel Phelps

Owner's Project No.: AP2004
Engineer's Project No.: 2019-129

Tasks completed/underway 06/17/24 – 06/21/24:

- Interior hard lid ceiling drywall installation and finishing is underway.
- Concrete sidewalk placements are underway.
- Interior and exterior painting is underway.
- Automatic entrance installation is complete.

Work scheduled for 06/24/24 - 06/28/24:

- Arrival/Departure room build out.
- Electrical Transformer installation
- Continued interior drywall installation and finishing
- HVAC Roof Top Unit Delivery and Install
- Terminal entrance subgrade prep
- Parking lot demo and subgrade prep (north)

Upcoming Activity Schedule	6/17/24-6/21/24	6/24/24-6/28/24	7/01/24-7/05/24
Interior Drywall Installation and Finishes			
Site Work (Earthwork Prep)			
Curb and Gutter Prep/Placement			
Sidewalk Placements			
Remaining Site Work Demolition			
Interior Painting			
Interior Room Finishes (Floor/Wall Tile)			
Electrical Transformer Installation			
HVAC Roof Top Unit Delivery and Install			

Photos attached represent status of work over the last seven days.

Weekly Report Northern Colorado Regional Airport Terminal (FNL)

Photos

Weekly Report

Taken On
06/20/2024

Description
Concrete placement
at arrivals entrance



Weekly Report

Taken On
06/20/2024

Description
Sidewalk concrete
placement



Weekly Report

Taken On
06/20/2024

Description
Arrivals/Departures
hard lid ceiling
finishing.



Weekly Report

Taken On
06/20/2024

Description
Ticketing area hard
lid ceiling framing.





Weekly Report

6/07/24

Northern Colorado Regional Airport Terminal (FNL)

Owner: Northern Colorado Regional Airport
Engineer: Dibble
Contractor: Hensel Phelps

Owner's Project No.: AP2004
Engineer's Project No.: 2019-129

Tasks completed/underway 06/03/24 – 06/07/24:

- Interior hard lid ceiling drywall installation is underway.
- Exterior wall insulation is complete.
- Interior low voltage installation is underway.
- Exterior stone veneer installation is complete.
- Screen wall metal panel installation is complete.
- Curb and gutter formwork and placement is underway.
- Interior and exterior painting is underway.

Work scheduled for 06/10/24 - 06/14/24:

- Arrival/Departure room build out.
- Restroom build out.
- Continued site work prep
- Concrete curb and gutter concrete placements.
- Remaining metal panel trim piece installation.
- Continued interior drywall installation.

Upcoming Activity Schedule	6/03/24-6/07/24	6/10/24-6/14/24	6/17/24-6/21/24
Exterior Finishes Stucco/Stone/Panels			
Screen Wall Metal Panel			
Interior Drywall Installation and Finishes			
Site Work (Earthwork Prep)			
Curb and Gutter Prep/Placement			
Remaining site demolition			
Lights/Electrical Fixtures			
Interior Painting			

Photos attached represent status of work over the last seven days.

Weekly Report Northern Colorado Regional Airport Terminal (FNL)

Photos

Weekly Report

Taken On
06/06/2024

Description
Site work asphalt
demolition.



Weekly Report

Taken On
06/06/2024

Description
Over excavation and
compaction for
hardscapes.



Weekly Report

Taken On
06/06/2024

Description
Site paving
preparation.



Weekly Report

Taken On
06/06/2024

Description
Curb and gutter
placement.



Weekly Report

Taken On
06/06/2024

Description
Curb and gutter form
work and concrete
placement.



Weekly Report

Taken On
06/06/2024

Description
Landside ticketing
interior stone
veneer.



Weekly Report

Taken On
06/06/2024

Description
Drywall ceiling
installation.



Weekly Report

Taken On
06/06/2024

Description
Arrival/Departure
ceiling drywall
installation.



Weekly Report

Taken On
06/06/2024

Description
Concessions room
ceiling framing
installation.



Weekly Report

Taken On
06/06/2024

Description
Main electrical panel
installation.



Weekly Report

Taken On
06/06/2024

Description
Painting exterior
steel.



Weekly Report

Taken On
06/07/2024

Description
Main electrical panel
installation.



Happy June!

ARFF:

- 0902 - Ford Walters ARFF truck is out of service permanently. The plan is to get it sold this year. Many members of Loveland Fire have had adventures with this old truck. If you have any pictures or stories to share, please forward them to me so we can keep the history books alive.
- ARFF member annual live burns to complete the FAR Part 139 certifications are:
 - June 26th
 - July 11th
 - Nine of the ARFF members have already completed their certification burns in May. See the link below to catch our LFRA ARFF members in action!

<https://5280fire.com/2024-incidents/denver-arff-outside-recertification/>



Denver ARFF Outside Recertification - 5280Fire

ARFF Academy Outside Recertification The Denver Fire Department Aircraft Rescue and Firefighting Training Academy held an FAA recertification burn for outside agencies at Denver International Airport on May 16, 2024. The four-hour course includes an interactive tactics class and evolutions involving handlines and interior attacks. Firefighters from Durango, Grand Junction and Loveland participated in the recertification. ARFF firefighters are required ... [Read More](#)

5280fire.com

Flights for June:

- **June 20-23rd** - The NoCo Regional Airport will be hosting the final leg of the Air Race Classic. 30-50 small aircraft will be landing here as the last leg of their cross-country race on Thursday and Friday.

Airport - Important Meetings:

- Airport Stakeholders meeting is **June 4th, 3:30-5:00pm** at the Fire Station conference room
- Airport Commission meeting will be held on **June 27th, 3:30-5:00pm** at the Fire Station conference room

Other Airport News:

- Airport terminal construction is on schedule and well underway! The windows are filling in! Please see the www.flynoco.com website for updates on the terminal construction!
- Get connected to Denver flights through Landline! You can search your favorite travel site (ie. [Priceline](#), [Expedia](#)) and enter Loveland/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/>
-

Have a wonderful month!

Gina Gonzales

ARFF 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"*



May 31, 2024

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

Section A – Remote Air Traffic Control Contract Progress Report #35

Re: Period: May 1 through May 31, 2024

**Colorado Digital Tower Project
Activity Status**

Activity	Status/Start Date (Projected)	Finish Date (Projected)	Remarks
Digital Tower Implementation			
STARS Operational at FNL	11/25/2022	12/15/2022	Complete
Move STARS Slave Display to Mobile ATCT	8/2/2023	TBD	FAA withholds approval
Digital Tower System			
FNL Non-Binding Letter of Intent to RTX/Frequentis	1/18/2024	2/2/2024	Complete
RTX/Frequentis Letter of Intent to FNL	2/15/2024	2/15/2024	Complete
RTX/Frequentis Digital Tower Proposal	4/18/2024	4/18/2024	Being Reviewed
Response Letter to RTX/Frequentis Proposal	5/1/2024	5/1/2024	Complete
Digital Tower Testing			
RTX/Frequentis Installs Equipment at Tech Center	4/21/2024	TBD	In-Progress
FAA Send Closeout letter and Project Accounting	3/21/2024	3/21/2024	Complete
RTX/Frequentis Begins Testing at Tech Center	5/15/2024	TBD	
RTX/Frequentis Completes System Design Approval	TBD	TBD	
RTX/Frequentis to FNL	TBD	TBD	
FAA Testing at FNL	TBD	TBD	
Digital Tower Receives Op Viability Decision	TBD	TBD	
Digital Tower System and ATCT Commissioned	TBD	TBD	
Functional Acceptance Decision	TBD	TBD	

Remote Tower Project Narrative:

On May 20, 2024 RTX/Frequentis initiated a zoom meeting which included the FNL Airport Management and myself. The purpose of the meeting was to discuss the letter sent by the airport to RTX/Frequentis in response to their rough-order-of-magnitude (ROM) proposal dated April 18, 2024.

The two major items of discussion were the ROM cost estimate and the technical approach as it relates to radar. The cost proposed is deemed to be unacceptably high and will require some additional consideration.

Supporting the cost discussion, I prepared a ROM cost estimate based on the existing airfield infrastructure, equipment and facility and my experience. The cost estimate prepared by me was approximately 1/2 to 1/3 of the proposed RTX/Frequentis cost. RTX/Frequentis agreed to revisit their cost proposal.

If RTX/Frequentis hopes to provide a digital tower solution to small and medium sized airports as an alternative to a legacy “stick and bricks” airport traffic control tower (ATCT), they will have to take a hard look at their pricing model. Simply put, they need to know and understand their customers and the funding constraints they face.

The letter sent in response to the proposal requested that RTX/Frequentis consider a service provider option for funding the digital tower.

The basic premise behind a service provider model is that due to the complexity of a digital tower and the need to periodically refresh the software, an airport should not own the system but instead lease it from the vendor. This concept has the additional benefit of reducing the initial capital requirements by spreading the cost over some specified time period. The reduced capital outlay would make it far easier to receive grant funding from the State or FAA for the initial capital contribution. After the initial capital cost is retired, the airport would pay a monthly service charge to maintain and update the digital tower system. RTX\Frequentis agreed to propose a service provider model. While we have outlined some ideas for the service provide concept, we are leaving the specifics of the model to the vendor to propose.

The technical proposal and scope of work generally meets the requirements for a digital tower system with only a few minor modifications being required. For example, RTX proposed including their Standard Terminal Automation Replacement System (STARS) Tower Mini-Elite system that would provide a display of ADS-B targets to the controllers. There are issues with this proposed solution to the track-based display component of the proposal, which is a major operational multiplier for a digital tower:

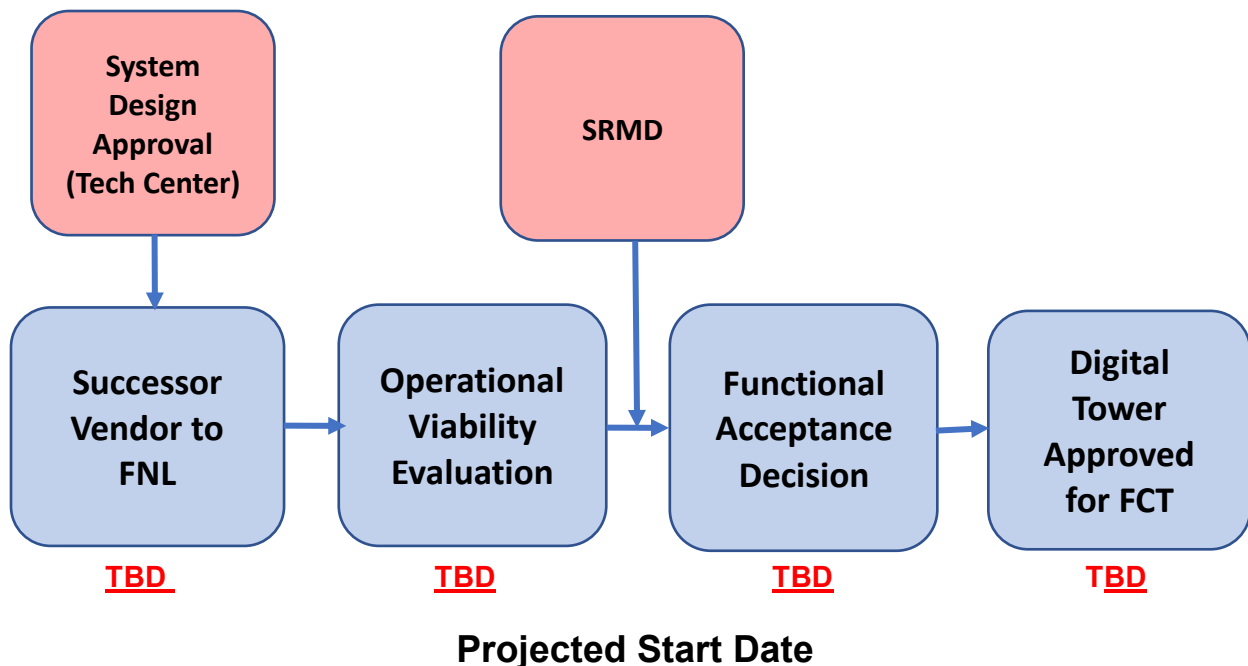
1. The STARS Tower Mini-Elite is not currently certified to be used by controllers as a situational awareness tool. Certification would add another layer of complexity to commissioning of the digital tower at FNL. Note: I firmly believe the STARS Tower Mini-Elite will, when certified, be a huge advantage for not only digital towers but also legacy ATCT.
2. The STARS Tower Mini-Elite as currently configured is a non-Federal system and therefore would not have access to primary and secondary radar data from the overlying radar facility, Denver Tracon, and would only rely on ADS-B target information from non-Federal sensors located on the airport.

As there is a STARS at FNL, it makes sense to provide a one-way data stream to the video automation similar to the configuration implemented by Frequentis at Homestead Air Force Base. This configuration would provide the controllers with a radar display but also allow target and tag data to be presented on the video display. This will only be

possible if the FAA does not remove the STARS. To that end, FNL is arranging a meeting with Senator Hickenlooper's staff to enlist his help in keeping the stars at FNL.

The service provider funding model, while a novel approach, will permit airports with limited access to capital a path to provide airport traffic control at their airport. It also would make funding a digital tower center that provides airport traffic control to multiple airports a more attractive and feasible alternative to implementing either digital or legacy ATCT at each airport. This is an innovative concept that is an ideal solution for Colorado's Ski Country Airports.

Proposed Digital Tower Process Moving Forward:



Schedule Note: This status is based on the latest proposed schedule and is dependent upon System Design Approval at the Tech Center

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: 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 commented 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 will be modified based on lessons learned 4K cameras and displays for demonstration on March 27, 2023.

6. Modify System Configuration Based on Testing Phase Comments

Effort this Period: Completed by Searidge.

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

Effort this Period: Complete.

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: Complete.

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

Effort this Period: Complete

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

Effort this Period: Complete

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.

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.

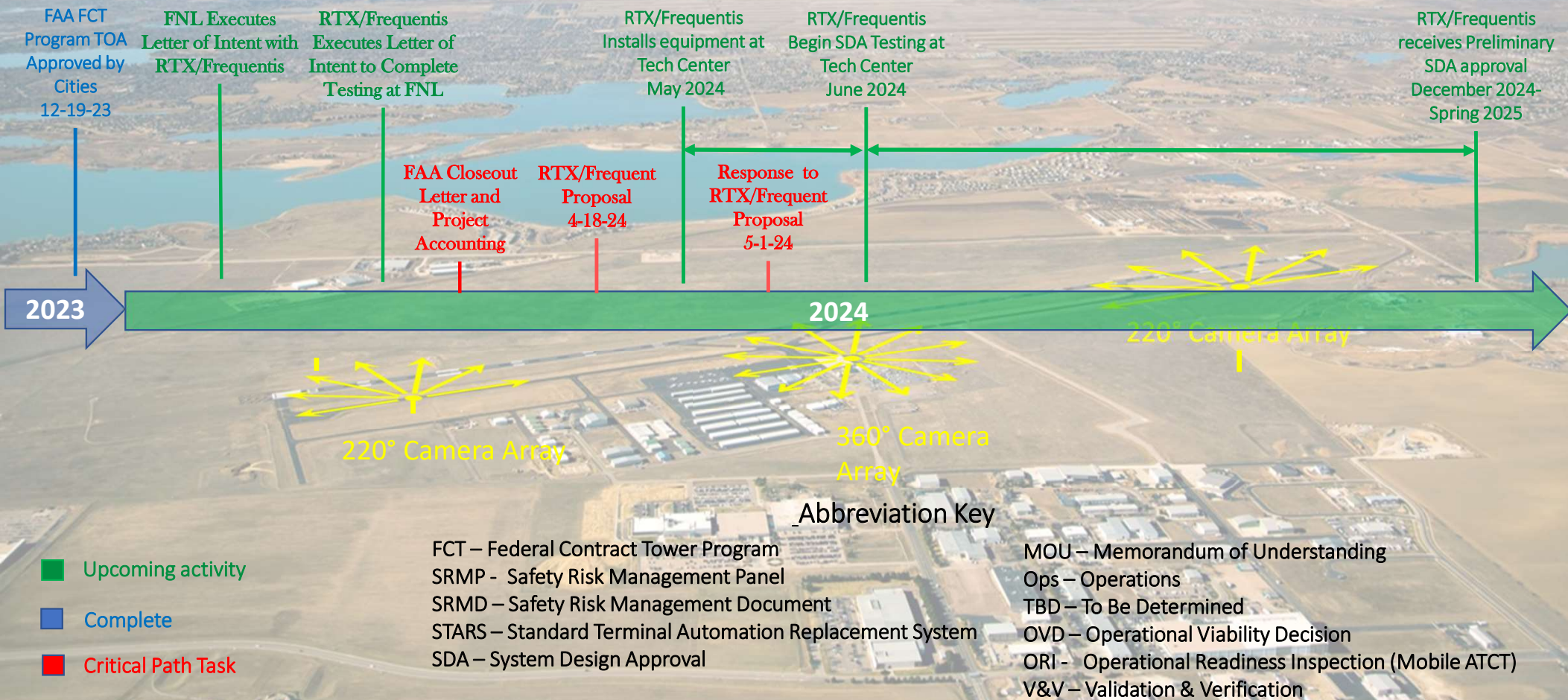
Glossary of Project Technical Acronyms

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 May 31, 2024.

Colorado Digital Tower Timeline (Draft)

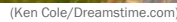


Congress' FAA Reauthorization Is Good for Remote Towers, Bad for Travel Agents



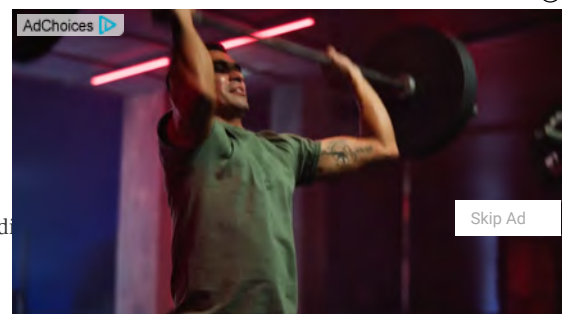




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With this year's reauthorization bill, Congress was attempting to "get its bearings" by largely preserving the status quo, says Scribner. The most positive change is the bill's easing of regulations on remote air traffic control technology, he says.

A growing trend in Europe is to move air traffic controllers into remote air traffic control centers, which use infrared cameras and other digital technology to monitor flights. This improves controllers' ability to monitor air traffic in cloudy or bad weather.

The centers are also much cheaper to build, making it financially feasible to install this digital control technology at smaller airports that can't currently justify the cost of building a traditional, windowed control tower.

Because they don't need to be at the actual airports, these remote air traffic control centers could be set up to monitor traffic at multiple airfields at once.

In Europe, remote air traffic control technology is tested at the airports where it's going to be deployed. However, the FAA requires that this technology go through a yearslong vetting process at an FAA facility in New Jersey. That adds significant time and cost to its deployment.

The new FAA bill requires the agency to figure out how to test this technology outside that New Jersey facility. That will hopefully get the FAA to "take the hint" and start letting this technology be vetted at airports themselves, says Scribner.

The biggest critics of the new FAA bill are smaller travel agents, who say the fine details of some of the bill's "consumer protections" could put them out of business.

In April 2024, the Biden administration finalized regulations requiring that airlines issue automatic cash refunds to customers who'd had their flights canceled. If their tickets were purchased through a travel agent, the travel agent is responsible for providing the refund.

The trouble is that airlines are not required to immediately refund the travel agent for canceled flights, setting up situations where a travel agent might have to automatically disburse refunds out of their own pocket before they've been compensated by the airline. For a small travel agency refunding blocks of tickets at once, those costs could be ruinous.

Travel agents had been hoping the FAA bill would fix this issue. Instead, it's codified the existing rules into law.

"Travel agencies are not positioned to float the kind of financial obligations that policymakers are strapping on their backs," said Zane Kerby, president and CEO of the American Society of Travel Advisors, in a [statement](#). "In the end, the consumer suffers, as travel advisors will be less inclined to book airfare, leaving the flyer without an advocate when travel plans go south."

The FAA reauthorization is also littered with missed opportunities.

It does not take up longstanding reform proposals to spin off air traffic control operations into an independent government entity or private nonprofit—an arrangement common in most other developed countries.

Proponents of an independent air traffic control entity say it would allow for quicker deployment of new technology and solve the conflict of interest created by the FAA both regulating and operating air traffic control.

The bill doesn't make any progress on privatizing airports. It doesn't give airports more flexibility to raise passenger facility charges that fund airport facilities. It doesn't touch onerous flight hour requirements that are contributing to a growing pilot shortage.



AdChoices

The FAA and most federal aviation programs have to be reauthorized every five years and must be passed in 2018. Congress has been making do with short-term extender bills since

The most recent short-term extension will expire Friday. President Joe Biden is expected to

Rent Free is a weekly newsletter from Christian Britschgi on urbanism and the more property rights, and more freedom in America's cities.

Email *(Required)*

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NEXT: Cop Who Dodged Sentence for Killing Sex Worker Gets 11 Years for Abducting More Sex Workers

CHRISTIAN BRITSCHGI is a reporter at *Reason*.

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RECOMMENDED PODCASTS



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Death Of An Authoritarian



THE REASON ROUNDTABLE
Congress Does Not Come Back With A Warrant



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Denver ARFF Outside Recertification

 ADMIN /  MAY 16, 2024 /  [2024 INCIDENTS](#),  [EVENTS](#),  [HOME](#),  [MAY 2024](#)

ARFF Academy Outside Recertification



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The Denver Fire Department Aircraft Rescue and Firefighting Training Academy held an FAA recertification burn for outside agencies at Denver International Airport on May 16, 2024. The four-hour course includes an interactive tactics class and evolutions involving handlines and interior attacks. Firefighters from Durango, Grand Junction and Loveland participated in the recertification. ARFF firefighters are required to rectify every three years. The Denver ARFF Training Academy holds both initial certification and recertification classes for outside agencies.





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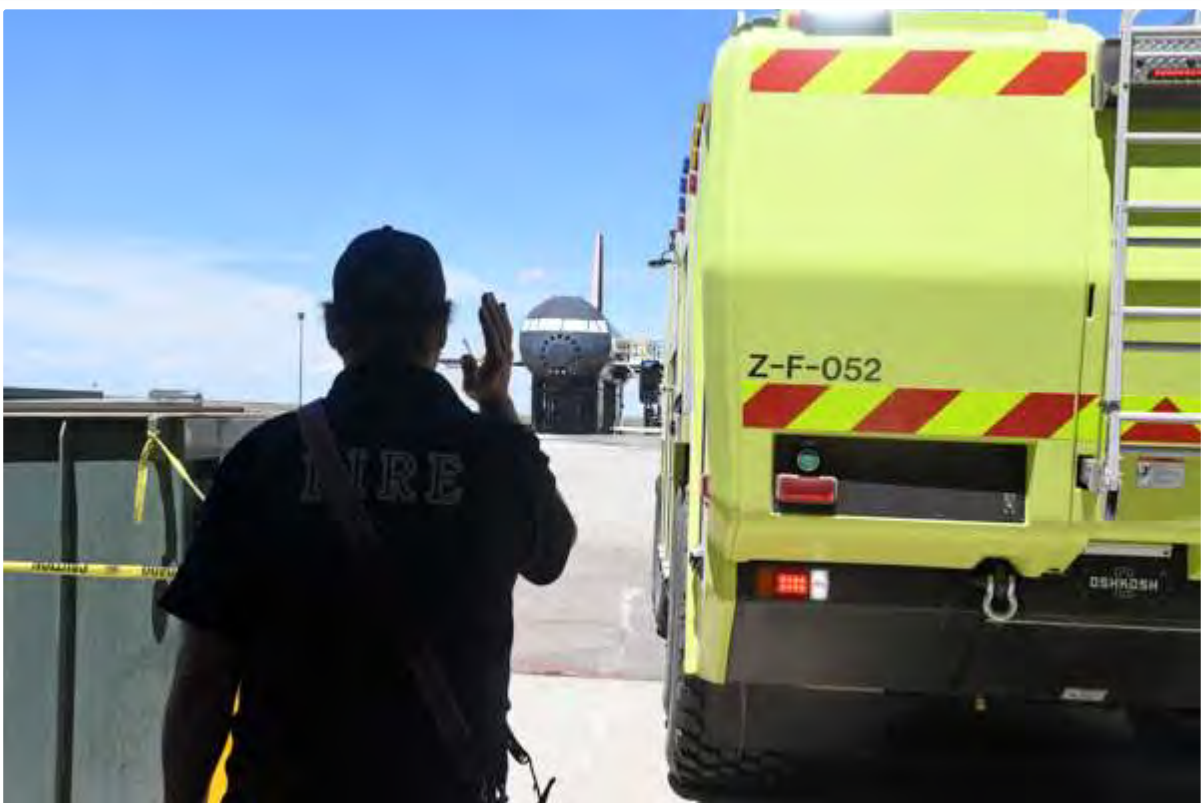
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Recent Incidents

Denver Sheridan Blvd Rollover Accident
Steamboat Springs Plane Crash
Commerce City Kearney Street Structure Fire
Interlaken Fire
Rocky Mountain Metropolitan Airport Accident

JUNE 2024						
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23	24	25	26	27	28	29
30						



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: June 27, 2024
PREPARED BY: Francis Robbins, Operations & Maintenance Manager

TITLE

Taxiway B & D Rehabilitation Grant Funding Recommendation

RECOMMENDED AIRPORT COMMISSION ACTION

A motion to approve Resolution ##-2024 recommending the City of Fort Collins and City of Loveland Accept FAA Grant AIP 46.

BUDGET IMPACT

Positive – up to \$790,000 revenue for Fiscal Year 2024.

This amount is in the 2024 budgeted for capital expenditure 2024.

SUMMARY

The FAA has awarded FNL a formulary grant for the rehabilitation of B & D of up to \$790,000. This project is part of the Airport Capital project. This Federal Grant is a 90% Federal – 10% Local share component. The airport has budgeted the local funds necessary to cover the local component including a 5% of project match from the Colorado Division of Aeronautics grant recommended in last commission meeting. All FAA grant funds are planned using the Capital Improvement Plan updated annually in coordination with FAA, CDOT Aeronautics, Airport Staff and approved by the Airport Commission.

HISTORY

FNL qualified for the \$1,000,000 Airport Improvement Program (AIP) formulary grant due to the commercial service of Avelo Airlines exceeding 13,000 enplanements in 2022. Enplanements dropped in 2023 to 3,000, well below the threshold to qualify for such a large AIP grant in 2025. Taxiways B & D were last overlayed in 1999 and serve as primary access for 51 hangar units in use and 28 additional hangar units in construction or development.

ATTACHMENTS

Resolution R-06-2024

Example FAA Grant



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Mr. Rod Wensing
Acting City Manager, City of Loveland
500 East 3rd Street, Suite 300
Loveland, CO 80537

Ms. Kelly DiMartino
City Manager, City of Fort Collins
300 La Porte Avenue
Fort Collins, CO 80522

Dear Mr. Wensing and Ms. DiMartino:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0023-XXX-2024 at Northern Colorado Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **XXX**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Minnich, (303) 342-1279, todd.e.minnich@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	<u>{{DateTime_es_ :signer1:calc(now()):format(date," mmmm d, yyyy")}}</u>	
Airport/Planning Area	<u>Northern Colorado Regional Airport</u>	
Airport Infrastructure Grant Number	<u>3-08-0023-XXX-2024</u>	<u>[Contract # DOT-FA24NM-1018]</u>
Unique Entity Identifier	<u>EJKMMHAX3VU6</u>	
TO:	<u>City of Fort Collins, Colorado and City of Loveland, Colorado</u> (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 12, 2024, for a grant of Federal funds for a project at or associated with the Northern Colorado Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Northern Colorado Regional Airport (herein called the "Project") consisting of the following:

Taxiway B & D Rehabilitation

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$XXX,XXX.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$XXX,XXX airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before XXX, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
30. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
32. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
33. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Terminal Building included in the project must not exceed 92.11% percent of the actual cost of the entire building.
34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_signer1:fullname }}

(Typed Name)

{{N_es_signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

City of Fort Collins, Colorado

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated {{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}

City of Loveland, Colorado

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title}}

(Title of Sponsor's Authorized Official)

⁴ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The **(City of Fort Collins, Colorado and City of Loveland, Colorado)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of January 12, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION # R- 06 -2024

**A RESOLUTION APPROVING THE 2024 GRANT AGREEMENT (AIP 46)
WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE
TAXIWAYS B&D REHABILITATION PROJECT AT THE NORTHERN
COLORADO REGIONAL AIRPORT**

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

WHEREAS, the Cities desire to begin a capital improvement project consisting of the rehabilitating Taxiways B&D at the Airport (the “Project”); and

WHEREAS, the Federal Aviation Administration (“FAA”) has provided formulary grant funding through the Airport Improvement Program (“AIP”) based upon certain criteria to eligible airports to enable those airports to maintain, repair, and construct various areas of Airport pavement in order to support the aeronautical uses at the Airport; and

WHEREAS, the FAA awarded the Airport a formulary grant for the Project in the amount of up to \$790,000.00 (the “2024 Grant Funding”). The total cost of the Project is \$790,000.00 and Cities are required to provide a local match of \$38,500.00 and a state match of \$38,500.00. Such local matching funds have been previously approved in the Airport Budget and appropriated by the two Cities’ governing bodies. In order to accept the 2024 Grant Funding, the Cities are required to execute a grant agreement with the FAA (the “FAA Grant Agreement”) in a form substantially similar to that attached as “Exhibit A”; and

WHEREAS, the Northern Colorado Airport Commission supports the Project and recommends that the Cities, through their City Managers, approve and sign any documents necessary to accept the 2024 Grant Funding, including the FAA Grant Agreement.

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

Section 1. That the 2024 Grant Funding and any documents necessary to accept the same, including the FAA Grant Agreement, are approved. The Commission recommends that the City Manager of Fort Collins and the City Manager of Loveland sign such documents on behalf of their respective Cities in consultation with their respective City Attorneys.

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

ADOPTED this 27th day of June, 2024.

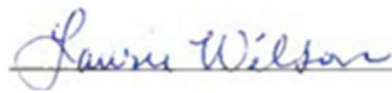
Jeni Arndt, Chair of the

Northern Colorado Regional Airport Commission

ATTEST:

Secretary

APPROVED AS TO FORM:



Acting Deputy 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: June 27, 2024

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

TITLE

PDSC Agenda

RECOMMENDED AIRPORT COMMISSION ACTION

Informational – The Airport Commission may make changes to the PDSC Agenda

BUDGET IMPACT

Neutral

SUMMARY

June 18th Meeting:

- The PDSC reviewed the responses to the request for expressions of interest (REOI) that was issued in April. The PDSC evaluated the expressions of interest for completeness but did not assign scores or ranks. Comments and recommendations from the PDSC will be shared with the Airport Commission at the June 27th meeting.

Upcoming Meeting – July 17th

- The PDSC will review updated drafts of development-related documents and follow up on Airport Commission direction related to the REOI.



NORTHERN COLORADO REGIONAL AIRPORT

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ITEM NUMBER: 6

MEETING DATE: June 27, 2024

PREPARED BY: Dave Ruppel, Interim Airport Director
Jeff Miller, Senior Accountant

TITLE

2023 Financial Audit Presentation

RECOMMENDED AIRPORT COMMISSION ACTION

Make a motion to accept the 2023 Audit as presented

BUDGET IMPACT

Neutral

SUMMARY

The City of Loveland's Finance Department contracted with external auditing firm Plante Moran in consultation with Airport Staff to complete an annual audit of the Airport's finances. These audits are required as part of being a public entity. City of Loveland Finance Department staff will be available in person and the consultants from Plante Moran will be calling in to present the 2023 consolidated audited financial statement to the Airport Commission and will be available to answer questions.

ATTACHMENTS

Airport Financial Audit Report for 2023
Audit Presentation



Northern Colorado
Regional Airport
Year Ended December 31, 2023



COLORADO

NORTHERN COLORADO REGIONAL AIRPORT

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NORTHERN COLORADO REGIONAL AIRPORT



June 3, 2024

The Northern Colorado Regional Airport annual financial statements for the year ended December 31, 2023, are respectfully submitted. This report was prepared by the City of Loveland's Finance Department. The responsibility for both the accuracy of the presented data and fairness of the presentation, including all the disclosures, rests with the City of Loveland. The City believes the data, as presented, is accurate in all material respects; that it is presented in a manner designed to fairly portray the financial position and results of Airport operations as measured by the Airport's financial activity; and all disclosures necessary to enable the reader to gain an understanding of the Airport's financial affairs have been included.

Generally Accepted Accounting Principles (GAAP) requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Airport's MD&A can be found immediately following the external auditor letter.

Airport Overview

The Northern Colorado Regional Airport (FNL) has served as a public regional air transportation center since 1964. The Airport is certified by the Federal Aviation Administration as a commercial service airport and is administered and operated jointly by the Cities of Fort Collins and Loveland in Northern Colorado. The Airport supports approximately 125,000 aircraft flight operations annually. These operations range from commercial air carrier, air taxi and charter, business aviation, air ambulance transport, aerial fire suppression, pilot training, and private transportation flights. An estimated 3,000 passengers (enplanements) traveled from the Airport on chartered flight services operated by Allegiant Airlines and Sun Country Airlines, and sports charters for Colorado State University and University of Northern Colorado.



Airport Area	1, 073 Acres
Runway (Primary)	8,500' x 100'
Runway (Crosswind)	2,273' x 40'
Based Aircraft	308
Hangars	222
Passengers	3,000

The Airport is home to many aviation-based businesses including one full service fixed base operator that provides aircraft fueling and storage, four flight training schools, two aircraft maintenance and repair stations, and an avionics and aircraft modification center. The Airport is also host to a variety of private and corporate aviation businesses that provide air transportation services to companies in order to remain competitive in today's global economy. According to the Economic Impact Study conducted in 2020 by the Colorado Department of Transportation Division of Aeronautics, the Airport contributes approximately \$296 million annually to the regional economy. This impact is derived through airport associated activities and area spending from visitors. The study also identified 1,072 jobs that were directly associated with the Airport through administrative and operational support, airport businesses, capital improvement investments, and visitor spending.

The Northern Colorado Regional Airport Commission is comprised of elected officials, staff, and appointed citizen members from both Fort Collins and Loveland. The Commission has been delegated powers and authority from both City Councils to continue to make progress towards the strategic plan and the associated Vision and Mission:

Vision Statement

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

Mission Statement

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

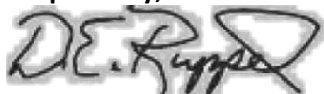
The Northern Colorado Regional Airport Commission is charged by the Cities to set policy and direction for the Airport to achieve the goals and objectives outlined in the various plans including the Airport Master Plan, and Strategic Plan. The Airport's Strategic Plan Focus Areas are:

- Safe, Secure, & Financially Sustainable Operations
- Multi-modal Transportation
- Economic Development & Impact
- Education, Training, and Innovation

The financial highlights for 2024 include the following:

- Continuation of the ground-based services in partnership with Landline, Groome, & United Airlines, which all contribute lease and/ or per passenger fees to the airport's revenue budget.
- The Airport's classification within the FAA's National Plan of Integrated Airport Systems changed from a regional to a national airport. This change will provide additional federal funding through allocations with the Bipartisan Infrastructure Law appropriations.
- The new airline terminal is under construction and scheduled to be completed in mid-October 2024. Many opportunities for growth in commerce and additional jobs for the community are anticipated with this project.
- New development for both aeronautical use and non-aeronautical use and associated land lease agreements will add to the economic bottom line of the Airport and continue to contribute toward self-generated revenues.
- The Digital Air Traffic Control Tower continues development into 2024. The Airport has been accepted into the Federal Contract Tower (FCT) program allowing for funding of Air Traffic Controllers. The Airport is now responsible for leasing the Mobile Air Traffic Control Tower (MATCT) and maintains a Tower Operating Agreement with the FAA for Air Traffic Control Services. The Colorado Aeronautics Division continues to be actively involved in promoting the Digital Tower project and supporting the Airport as the ideal testing site but there is no longer any financial support beyond the FCT program.
- Fuel flowage and aviation fuel tax reimbursements are tied to a percentage, relying upon the price of fuel in addition to the volume of sales. The price of fuel in the coming year will impact the amount of revenues collected from percentage-based fuel flowage and tax reimbursements.
- In mid-2023 the Airport Commission made the decision to repair the newest of the City owned T-hangars and that project was completed in February 2024. Due to the demolition of the older T-hangars, revenues will be reduced to approximately \$190,000.

Respectfully,



D.E. Ruppel
Interim Airport Director

Independent Auditor's Report

To the Northern Colorado
Regional Airport Commission
Northern Colorado Regional Airport

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Northern Colorado Regional Airport (the "Airport") as of and for the year ended December 31, 2023 and the related notes to the financial statements, which collectively comprise the Airport's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Northern Colorado Regional Airport as of December 31, 2023 and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Airport and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Airport's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

To the Northern Colorado
Regional Airport Commission
Northern Colorado Regional Airport

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Airport's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Airport's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Northern Colorado Regional Airport's basic financial statements. The budgetary comparison schedule is presented for the purpose of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison schedule is fairly stated in all material respects in relation to the basic financial statements as a whole.

Additional Information

Management is responsible for the accompanying letter of transmittal, which is presented for the purpose of additional analysis and is not a required part of the basic financial statements. Our opinion on the financial statements does not cover such information, and we do not express an opinion or any form of assurance thereon.

To the Northern Colorado
Regional Airport Commission
Northern Colorado Regional Airport

Report on Summarized Comparative Information

We have previously audited Northern Colorado Regional Airport's 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 26, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 3, 2024 on our consideration of Northern Colorado Regional Airport's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Colorado Regional Airport's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Colorado Regional Airport's internal control over financial reporting and compliance.

Plante & Moran, PLLC

June 3, 2024

MANAGEMENT'S DISCUSSION & ANALYSIS

Our discussion and analysis of the Northern Colorado Regional Airport's financial performance provides an overview of the Airport's financial activities as of and for the year ended December 31, 2023. Please read it in conjunction with the financial statements, which begin on page 9.

Financial Highlights

- In 2023, net position increased by \$7,036,718 (33.13%) primarily due to capital contributions.
- Total operating revenues increased to \$2,113,002, an increase of \$118,350 (5.93%) compared to 2022.
- Total operating expenses increased to \$3,029,654, an increase of \$38,064 (1.27%) compared to 2022.

Overview of the Financial Statements

The Statement of Net Position presents information on all the Airport's assets and liabilities. Over time, increases or decreases in the net position may serve as a useful indicator of whether the financial position of the Airport is improving or deteriorating.

The Statement of Revenues, Expenses and Changes in Net Position presents information that reflects how the Airport's net position changed during the year. All changes in the net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows.

The Statement of Cash Flows reports the Airport's cash flows from operating, capital and non-capital financing and investing activities. The financial statement demonstrates how the various activities of the Airport impact its cash balances.

The Notes to Financial Statements provide additional information that is essential for a full understanding of the data provided in the financial statements.

Entity-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the Airport's financial position. As of December 31, 2023, assets exceeded liabilities by \$28,274,198.

Net Position		
	2023	2022
Current Assets	\$ 9,562,715	\$ 6,262,466
Capital Assets	19,843,609	15,440,026
Total Assets	29,406,324	21,702,492
Current Liabilities	1,132,126	465,012
Net Position:		
Investment in Capital Assets	19,843,609	15,440,026
Unrestricted	8,430,589	5,797,454
Total Net Position	\$ 28,274,198	\$ 21,237,480

Net Position

Net position of the Airport at December 31, 2023 is shown to the left. The largest portion (70.2%) of the Airport's net position is the net investment in capital assets (land, buildings, improvements, runways, leasehold improvements, and equipment). The Airport uses these capital assets to provide aviation services to the surrounding communities. Consequently, these assets are not available for future spending. Unrestricted net position may be used to meet the Airport's ongoing obligations.

Changes in Net Position			
	2023		2022
Program Revenues	\$	2,113,002	\$ 1,994,651
Program Expenses		3,029,654	\$ 2,991,590
Operating Loss		(916,652)	(996,938)
Non-operating Revenues			
Interest Income		90,148	(112,373)
Federal/State Grants		63,851	1,399,819
Total Non-operating Revenues		153,999	1,287,446
Net Loss before Capital Contributions		(762,653)	290,508
Contributed Asset		350,000	-
Intergovernmental - Aid to Construction		2,000,000	-
Capital Contributions		5,449,371	1,082,549
Change in Net Position		7,036,718	1,373,056
Net Position - Beginning		21,237,480	19,864,424
Net Position - Ending	\$	28,274,198	\$ 21,237,480

Change In Net Position

The Airport's total revenues of \$10,066,372 were higher than total expenses of \$3,029,654 for an increase in net position of \$7,036,718 for 2023.

Debt Administration And Capital Assets

Debt Administration

The Airport currently has no long-term debt.

Capital Assets

At the end of December 31, 2023, the Airport had \$19,843,609 invested in capital assets. This represents a net increase of \$4,403,583, or 28.5%, from 2022. This increase is due primarily to expenditures for the new terminal project. More detailed information about the Airport's capital assets is presented in the Notes to Financial Statements.

Budgetary Highlights

The 2023 Airport budget was very much on target with both projected revenues and expenses, other than Capital outlay and its related reimbursement of Federal grant monies, due to delays in capital projects.

Economic Factors and the 2024 Budget

The Airport plays an important supportive role in the region and its financial health is impacted by economic trends and regional growth. Northern Colorado has a healthy and diverse economy that continues to experience increasing demands for all modes of transportation.

- The new airline terminal is scheduled to have design work completed by mid-October 2024. Many opportunities for growth in commerce and additional jobs for the community are anticipated with this project.
- The Digital Air Traffic Control Tower continues development into 2024. The Airport has been accepted into the Federal Contract Tower (FCT) program allowing for funding of Air Traffic Controllers. The Airport is now responsible for leasing the Mobile Air Traffic Control Tower (MATCT) and maintains a Tower Operating Agreement with the FAA for Air Traffic Control Services. The Colorado Aeronautics Division continues to be actively involved in promoting the Digital Tower project and supporting the

Airport as the ideal testing site but there is no longer any financial support beyond the FCT program.

- The Airport's classification within the FAA's National Plan of Integrated Airport Systems changed from a regional to a national airport. This change will provide additional federal funding through allocations with the Bipartisan Infrastructure Law appropriations.
- Fuel flowage and aviation fuel tax reimbursements are tied to a percentage, relying upon the price of fuel in addition to the volume of sales. The price of fuel in the coming year will impact the amount of revenues collected from percentage-based fuel flowage and tax reimbursements.

Requests For Information

This financial report is designed to provide a general overview of the Airport's finances. If you have questions about this report or need additional financial information, contact the City of Loveland Finance Department at 500 East Third Street, Loveland, Colorado, 80537.

NORTHERN COLORADO REGIONAL AIRPORT

STATEMENT OF NET POSITION

December 31, 2023

	<u>2023</u>
ASSETS	
Current Assets	
Equity in Pooled Cash	\$ 2,273,851
Equity in Pooled Investments	4,224,556
Accounts Receivable	216,996
Grants Receivable	<u>2,847,312</u>
Total Current Assets	<u>9,562,715</u>
Noncurrent Assets	
Land	563,614
Construction in Progress	7,360,350
Runways	15,145,710
Improvements Other than Buildings	12,369,085
Equipment	3,113,946
Buildings	<u>1,891,645</u>
Total Capital Assets	40,444,350
Accumulated Depreciation	<u>(20,600,741)</u>
Capital Assets, Net	<u>19,843,609</u>
TOTAL ASSETS	<u><u>29,406,324</u></u>
LIABILITIES	
Current Liabilities	
Accounts Payable	1,036,674
Rental deposits	42,236
Accrued Liabilities	<u>53,216</u>
Total Current Liabilities	<u>1,132,126</u>
NET POSITION	
Investment in Capital Assets	19,843,609
Unrestricted	<u>8,430,589</u>
TOTAL NET POSITION	<u><u>\$ 28,274,198</u></u>

The accompanying notes are an integral part of the financial statements.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Year Ended December 31, 2023

(With Summarized Comparative Totals for the year ended December 31, 2022)

	<u>2023</u>	<u>2022</u>
OPERATING REVENUES		
Hangar Rental	\$ 207,083	\$ 240,022
FBO Rent	94,172	94,172
Gas and Oil Commissions	318,433	405,588
State Aircraft Fuel Tax	192,614	193,644
Land Lease	628,609	538,893
Land Lease - Police Training Center	412,171	381,601
Terminal Lease and Landing Fees	11,546	8,024
Miscellaneous	<u>248,373</u>	<u>132,708</u>
 TOTAL OPERATING REVENUES	 <u>2,113,002</u>	 <u>1,994,651</u>
OPERATING EXPENSES		
Personal Services	753,881	776,764
Purchased Services	708,333	620,144
Supplies	107,263	99,694
Depreciation	<u>1,460,176</u>	<u>1,494,987</u>
 TOTAL OPERATING EXPENSES	 <u>3,029,654</u>	 <u>2,991,590</u>
 OPERATING LOSS	 <u>(916,652)</u>	 <u>(996,938)</u>
NONOPERATING REVENUES		
Interest/Investment Income(loss)	90,148	(112,373)
Federal/State Grants	<u>63,851</u>	<u>1,399,819</u>
 TOTAL NONOPERATING REVENUES	 <u>153,999</u>	 <u>1,287,446</u>
 NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	 (762,653)	290,507
 Contributed Asset	350,000	-
Intergovernmental - Aid to Construction	2,000,000	-
Capital Contributions	<u>5,449,371</u>	<u>1,082,549</u>
 CHANGE IN NET POSITION	 7,036,718	1,373,056
NET POSITION, Beginning	<u>21,237,480</u>	<u>19,864,424</u>
 NET POSITION, Ending	 <u>\$ 28,274,198</u>	 <u>\$ 21,237,480</u>

The accompanying notes are an integral part of the financial statements.

NORTHERN COLORADO REGIONAL AIRPORT

STATEMENT OF CASH FLOWS

Year Ended December 31, 2023

(With Summarized Comparative Totals for the year ended December 31, 2022)

	<u>2023</u>	<u>2022</u>
Cash Flows from Operating Activities		
Cash Received from Customers	\$ 2,196,452	\$ 1,952,691
Cash Payments for Goods and Services	(825,027)	(736,383)
Cash Payments to Employees	<u>(798,556)</u>	<u>(760,765)</u>
Net Cash Provided by Operating Activities	<u>572,868</u>	<u>455,543</u>
Cash Flows from Capital and Related Financing Activities		
Proceeds from Intergovernmental - Aid to Construction	2,000,000	-
Proceeds from Federal and State Grants	3,955,339	3,908,704
Payments for Capital Acquisition	<u>(4,792,540)</u>	<u>(1,129,838)</u>
Net Cash Provided by (Used in) Capital and Related Financing Activities	<u>1,162,800</u>	<u>2,778,865</u>
Cash Flows from Noncapital Financing Activities		
Proceeds from Federal and State Grants	<u>63,851</u>	<u>1,399,819</u>
Net Cash Provided by Noncapital Financing Activities	<u>63,851</u>	<u>1,399,819</u>
Cash Flows from Investing Activities		
Purchase of Investments	(2,662,990)	(2,635,473)
Proceeds from Sale of Investments	813,190	203,121
Investment Earnings	<u>79,072</u>	<u>33,773</u>
Net Cash Provided by (Used in) Investing Activities	<u>(1,770,728)</u>	<u>(2,398,579)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	28,791	2,235,650
CASH AND CASH EQUIVALENTS, Beginning	<u>2,245,061</u>	<u>9,411</u>
CASH AND CASH EQUIVALENTS, Ending	\$ <u><u>2,273,851</u></u>	\$ <u><u>2,245,061</u></u>
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES		
Operating Loss	\$ (916,652)	\$ (996,939)
Adjustments to Reconcile Operating Loss to Net Cash Used by Operating Activities		
Depreciation	1,460,176	1,494,987
Changes in Assets and Liabilities		
(Increase)decrease in Accounts Receivable	83,450	(41,962)
Increase(decrease) in Accounts Payable	(8,981)	(40,312)
Increase(decrease) in Accrued Liabilities	<u>(45,124)</u>	<u>39,769</u>
Total Adjustments	<u>1,489,520</u>	<u>1,452,482</u>
Net Cash Used by Operating Activities	\$ <u><u>572,868</u></u>	\$ <u><u>455,543</u></u>
Noncash Investing, Capital and Financing Activities:		
Contributed Asset	\$ 350,000	\$ -
Unrealized Gain(Loss) on Investments	11,077	(146,149)
Capital outlays in Accounts Payable	721,219	-

The accompanying notes are an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Northern Colorado Regional Airport (the Airport) have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The more significant accounting policies of the Airport are described below.

Reporting Entity

In accordance with governmental accounting standards, the Airport has considered the possibility of inclusion of additional entities in its financial statements. The definition of the reporting entity is based primarily on financial accountability. The Airport is financially accountable for organizations that make up its legal entity. It is also financially accountable for legally separate organizations if Airport officials appoint a voting majority of the organization's governing body and either it is able to impose its will on that organization or there is a potential for benefits to, or to impose specific financial burdens on, the Airport. The Airport may also be financially accountable for other organizations that are fiscally dependent upon it.

Based upon the application of these criteria, no additional organizations are includable within the Airport's reporting entity.

The Airport is jointly operated under an Intergovernmental Agreement between the Cities of Fort Collins and Loveland, Colorado. Only the financial transactions of this joint venture are included in this report, and the Airport is not included as a component unit of any other government.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Airport uses an enterprise fund to account for its operations. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the Airport's principal ongoing operations. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Airport's practice to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Cash and Investments

The Airport's cash and investments are pooled with those of the City of Loveland. The City of Loveland's Investment Policy authorizes investments in accordance with State statutes for the investing of public funds. Current investment holdings may include Certificates of Deposit, U.S. Treasury Notes, U.S. Agency Securities, Municipal Bonds and Corporate Bonds that mature within seven years. Investments are stated at fair value. Because the investments are part of a pool, the underlying securities cannot be determined. For the purposes of the statement of cash flows, management defines cash and cash equivalents as amounts in demand deposits as well as short-term, highly liquid investments with original maturities of three months or less. Cash equivalents are both readily convertible to cash and are so near their maturity that they present insignificant risk of change in value due to interest rate changes. The Airport's cash is approximately 2.47% of the City's cash balance.

Receivables

Receivables consist primarily of federal and state grants, land, and hangar leases, as well as other miscellaneous receivables. At December 31, 2023, the grants receivable balance was \$2,847,312.

Leases

The Airport is a lessor for noncancelable leases of certain assets, including airport facilities, surrounding property, and locations within the airport. In accordance with GASB 87, the Airport recognizes a lease receivable and a deferred inflow of resources in the financial statements, where applicable. The Airport did not have any applicable leases at December 31, 2023.

Under GASB 87, for applicable leases, at the commencement of a lease, the Airport initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Airport determines the discount rate it uses to discount the expected lease receipts to present value, lease term, and lease receipts.

The Airport uses the market rate of interest at lease inception as the discount rate for leases.

The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The Airport monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. Lease activity is further described in Notes 6 and 8.

Capital Assets

Capital assets include land, improvements, buildings, runways, leasehold improvements, and equipment. Capital assets are defined by the Airport as assets with an initial, individual cost of more

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Depreciation is computed using the 6-month convention method over the estimated useful lives of the assets. Buildings are depreciated over a period from 10 to 25 years; improvements from 10 to 20 years, runways are 20 to 25 years, leasehold improvements from 7 to 50 years and equipment from 3 to 30 years. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period.

Accrued Liabilities

Accrued liabilities consist primarily of Accrued Compensated Absences and miscellaneous payments to vendors due in the current year but not actually paid until the following year.

Compensated Absences

Airport employees are allowed to accumulate vacation and sick time as stipulated in the administrative regulations of the City of Loveland. A liability is recorded on the Airport financial statements for these accrued compensated absences. At December 31, 2023, the Accrued Compensated Absence balance was \$29,093.

Net Position

Net position is restricted when constraints placed on the assets are externally imposed.

Comparative Data

Comparative total data for the prior year has been presented in the financial statements in order to provide an understanding of changes in financial position and operations. However, complete comparative data in accordance with generally accepted accounting principles has not been presented since its inclusion would make the financial statements unduly complex and difficult to read. Accordingly, such information should be read in conjunction with the Airport's financial statements as of and for the year ended December 31, 2022.

Upcoming Accounting Pronouncements

In December 2023, the Government Accounting Standards Board issued Statement No. 102, Certain Risk Disclosures, which requires governments to assess whether a concentration or constraint makes the primary government or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. It also requires governments to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date of the financial statements are issued. If certain criteria are met for a concentration or constraint, disclosures are required in the notes to the financial statements. The provisions of this statement are effective for the Airport's financial statements for the year ending December 31, 2025.

NOTE 2: CASH AND INVESTMENTS

Cash and investments at December 31, 2023, consisted of the following:

Deposits	\$ 2,273,851
Investments	<u>4,224,556</u>
Total	\$ 6,498,407

Deposits and investments are displayed within this report as follows:

Equity in Pooled Cash	\$ 2,273,851
Equity in Pooled Investments	<u>4,224,556</u>
Total	\$ 6,498,407

Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. The State banking commissioner regulates the eligible public depositories. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2023 the Airport had \$198,539 collateralized with securities held by the financial institution's agent but not in the Airport's or City of Loveland's name.

Investments

The City of Loveland, of which the Airport is a joint venture, has an investment policy which specifies the investment instruments including rating, maturity and concentration risk criteria in which the City may invest. These investment instruments may include:

- Obligations of the United States and certain US Agency securities
- Certain international agency securities
- General obligation and revenue bonds of US local government entities
- Commercial paper
- Corporate or bank issue debt
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market accounts
- Guaranteed investment contracts
- Local government investment pools

Fair Value

The Airport categorized its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Airport's investments are approximately 1.64% of the City's investments and the numbers below are the Airport's percentage:

The Airport has the following recurring fair value measurements as of December 31, 2023:

- U.S. Treasury securities of \$2,304,392 are valued using quoted market prices (Level 1 inputs)
- U.S. Agency securities of \$1,349,384 are valued using matrix pricing techniques (Level 2 inputs)

NOTE 2: CASH AND INVESTMENTS (continued)

- Corporate Bonds of \$362,033 are valued using matrix pricing techniques (Level 2 inputs)
- Municipal Bonds of \$79,132 are valued using matrix pricing techniques (Level 2 inputs)
- Commercial Paper of \$107,140 are valued using matrix pricing techniques (Level 2 inputs)
- Foreign Securities of \$22,475 are valued using matrix pricing techniques (Level 2 inputs)

Investments Held in our Colorado Surplus Asset Fund Trust

The Airport invested \$175,413 in the Colorado Surplus Asset Fund Trust (CSAFE). CSAFE is valued at amortized cost. The investments conform to its permitted investments and will meet Standard & Poor's investment guidelines to achieve an AAAM rating, the highest attainable rating for a Local Government Investment Pool. Information related to CSAFE can be found at their website, www.csafe.org.

At December 31, 2023, the Airport had the following investments:

Investment type	STANDARD AND POOR'S RATING	LESS THAN 1	1 TO 3 YEARS	4 TO 5 YEARS	MORE THAN 5	TOTAL
U.S. Treasury Notes	N/A	\$ 1,082,447	\$ 1,221,945	\$ -	-	\$ 2,304,392
U.S. Agency Securities	AA+	161,887	844,036	343,461	-	1,349,384
Corporate Bonds	AA-/A/A-/AA/AA+	48,935	313,098	-	-	362,033
Municipal Bonds	AA/AA+	32,376	46,756	-	-	79,132
Foreign Securities	AA-	22,475	-	-	-	22,475
Commercial Paper	AA	107,140				107,140
Total		\$1,455,260	\$2,425,835	\$343,461	-	\$ 4,224,556

The Airport participates in the City of Loveland's pooled cash and investments; therefore, the following applies to the Airport's cash and investment balances:

1. Interest Rate Risk: State statutes and the City of Loveland's Investment Policy limit investments in US Treasury and Agency securities to an original maturity up to five years with a minimum credit rating of A+/A1. State Statutes and the City's Investment Policy require all repurchase agreements with a maturity of less than 1 year and collateralized with securities allowed by statute at no less than 102% of fair value. State statutes and the City's Investment Policy limit investments in corporate bonds to an original maturity of three years or less.
2. Credit Risk: State statutes and the City of Loveland's Investment Policy limit investments in US Agency securities to the highest rating issued by two or more nationally recognized statistical rating organizations (NRSROs). State statutes and the City's Investment Policy limit investments in money market funds to those that maintain a constant share price, with a maximum remaining maturity in accordance with rules governing government investment pools, and either have assets of one billion dollars or the highest rating issued by a NRSRO. State statutes and the City's Investment Policy limit investments in corporate bonds and Foreign Issues to a minimum credit rating of "AA- or Aa3" by two or more NRSROs. At December 31, 2023, the City held no corporate bonds with a rating lower than the minimum rating.
3. Custodial Credit Risk: The City of Loveland's Investment Policy requires that securities purchased from any bank or dealer, including appropriate collateral, be placed with an independent third party for custodial safekeeping. The City has entered into an agency agreement with US Bank-Denver to establish an Investment Management Account pursuant to Colorado Revised Statutes. The City's pooled cash is invested in this account. The Bank purchases investments for the City and maintains an internal accounting record of all investments of the City. All investment transactions are approved by City management. All investments, held and maintained by the Trust Department of the Bank, are specifically separate from the

NOTE 2: **CASH AND INVESTMENTS (continued)**

investments of the bank and are identified as being investments of the City of Loveland. Investments of Loveland Special Improvement District #1 are held by other banks in their Trust Departments and are also specifically identified as being investments of the City of Loveland.

4. **Concentration of Credit Risk:** The City of Loveland's Investment Policy does not limit the amount the City may invest in one issuer. The City had investments in US agency securities greater than 5% of its total portfolio as follows, the Airport's percent is 1.64% of the City's total investments:
 - a. US Treasury Notes (54.55%)
 - b. Federal Home Loan Bank (12.00%)
 - c. Federal Home Loan Mortgage Corporation (7.17%)
 - d. Federal Farm Credit Bank (9.05%).

NOTE 3: **STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

Budgets and Budgetary Accounting

The budget is developed by the City of Loveland's staff on a non-GAAP budgetary basis, which includes budgeting for capital outlay and excludes depreciation. The budget is then submitted to the Northern Colorado Regional Airport Commission. Upon approval by the Northern Colorado Regional Airport Commission, the City of Loveland legally adopts the budget before commencement of the following fiscal year as part of the support role for the City in the Airport Management IGA between the City of Loveland and City of Fort Collins. The budget includes proposed expenditures and the means of financing them. Expenditures may not legally exceed budgeted appropriations at the fund level. Revisions that alter total expenditures of the fund must be approved by the City Councils. Appropriations lapse at year end.

NOTE 4: CAPITAL ASSETS

Capital assets activity for the year ended December 31, 2023, is below:

	Balances 12/31/22	Additions	Deletions	Balances 12/31/23
Capital Assets, Not Being Depreciated				
Land	\$ 563,614	\$ -	\$ -	\$ 563,614
Construction in Progress	1,913,272	5,447,078		7,360,350
Total Capital Assets, Not Being Depreciated	2,476,886	5,447,078	-	7,923,964
Capital Assets, Being Depreciated				
Runways	15,145,710	-	-	15,145,710
Improvements	10,807,424		-	10,807,424
Equipment	2,697,265	416,681		3,113,946
Buildings	1,891,645		-	1,891,645
Leasehold Improvements	1,561,661	-	-	1,561,661
Total Capital Assets, Being Depreciated	32,103,705	416,681	-	32,520,386
Less Accumulated Depreciation				
Runways	(8,586,299)	(729,366)	-	(9,315,665)
Improvements	(6,593,254)	(496,136)	-	(7,089,390)
Equipment	(2,146,806)	(151,565)		(2,298,371)
Buildings	(590,569)	(65,254)	-	(655,823)
Leasehold Improvements	(1,223,637)	(17,855)	-	(1,241,492)
Total Accumulated Depreciation	(19,140,565)	(1,460,176)	-	(20,600,741)
Total Capital Assets, Being Depreciated, Net	12,963,140	(1,043,495)	-	11,919,645
Total Capital Assets, Net	\$ 15,440,026	\$ 4,403,583	\$ -	\$ 19,843,609

Construction Commitments

At December 31, 2023, the Airport had construction projects in progress as follows:

Project	Budget	Cost to Date
New Terminal Building	\$16,267,514	\$7,020,903
Runway Widening	839,107	333,657
Taxiway Rehab	234,010	5,790

NOTE 5: RISK MANAGEMENT

The Airport is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Cities of Fort Collins and Loveland carry commercial insurance for these risks of loss. During the last three years, there have not been any claims that exceeded coverage.

NOTE 6: **CONTRACTUAL AGREEMENTS**

Intergovernmental Agreements

The Airport is jointly operated under an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Loveland, Colorado. This Agreement was approved by the City of Loveland City Council on May 17, 2016, to reflect the changed airport name and to expand the Airport Commission's authority.

Since July 3, 1979, ownership of assets vests equally with each city. Assets acquired prior to July 3, 1979 vested one-third with the City of Loveland and two-thirds with the City of Fort Collins.

Pursuant to the agreement, any needed contributions for annual operating budgets or capital improvements are shared equally by both cities. Also, either city may invest additional funds in the Airport as it sees fit. The agreement provides that if either city does not pay its one-half of agreed expenses in a given year, it will convey to the other city 10% of its total Airport ownership.

A second Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Loveland, Colorado was entered into March 19, 2019, for the lease of certain real property at the Airport for a Police Training Center. The Intergovernmental Agreement calls for each City to pay fair value rent to the Airport in equal payments on a quarterly basis. The rental rate will be adjusted annually by using the CPI as published by the Bureau of Labor Statistics. The term of the rental period is 50 years. Each City paid \$206,086 in rental payments in 2023.

Certain administrative services are provided by the City of Loveland. These include legal services, accounting and purchasing, audit costs, personnel and benefits administration, engineering, facilities maintenance, general administration, environment services and risk and insurance management. In 2023, the City of Loveland was paid \$23,450 for these services. The City also provided the Airport Fleet maintenance services in the amount of \$43,163 and utilities in the amount of \$123,079.

As part of personnel administration, the employees of the Airport also participate in the City of Loveland's 401(a) money purchase plan that was established (and may be amended) by City Council of the City of Loveland. This Plan requires contributions of 5% from the employer and 3% from the employee. The Airport contributed \$25,435 to the Plan in 2023, representing the required contributions.

During 2023, an Intergovernmental Agreement was signed with each City designating each to contribute \$1,000,000 toward the capital project for the construction of the new airport terminal. Both cities funded their contribution in 2023.

NOTE 7: **COMMITMENTS AND CONTINGENCIES**

TABOR Amendment

In November 1992, Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including raising revenue, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Airport believes it is in compliance with the requirements of the Amendment.

The Airport is operated as a unit of each City through the Intergovernmental Agreement; therefore, both the City of Loveland and the City of Fort Collins include the Airport's emergency reserves in its city-wide financial statements.

NOTE 7: **COMMITMENTS AND CONTINGENCIES (continued)**

Claims and Judgments

The City of Loveland receives Federal and State grants for use by the Airport. These grants are reported as grant revenues in the Airport's financial statements. However, certain Federal compliance and reporting requirements remain the responsibility of the City of Loveland. Expenses financed by grants are subject to audit by the appropriate grantor government. If expenses are disallowed due to noncompliance with grant program regulations, the Airport may be required to reimburse the grantor government.

Lease Commitments

The Airport is obligated to pay the Fixed Base Operator for modification, upgrade, or replacement of the Fuel Farm equipment to the extent the cost of such modification, upgrade or replacement, exceeds \$50,000 in any calendar year. Lessee shall consult with the Cities and the Cities' approval shall be required prior to incurring any expenditure to be borne by the Cities.

NOTE 8: **LEASES**

Regulated Leases:

The Airport is party to certain regulated leases, as defined by GASB Statement No. 87. In accordance with GASB 87, the Airport does not recognize a lease receivable and a deferred inflow of resources for regulated leases.

Facilities Leased to Fixed Base Operator

The Cities of Loveland and Fort Collins, on behalf of the Airport, leases certain facilities to the Fixed Base Operator (FBO). The 24-year lease agreement includes monthly rent of land and improvements for the first four years at \$4,766 a month. The base monthly rent payment was set at \$6,824 beginning May 1, 2015. However, the annual base rent was increased on May 1, 2018 and will increase on each third anniversary in an amount equal to the increase, if any, in the "Consumer Price Index". The current rate is \$94,172, which is set to increase based on CPI on May 1, 2024. After the initial term expiration on April 30, 2035, the Lessee shall have the option to extend the term of the agreement for two additional periods of five years each. The agreement also provides for a fuel flowage fee of 6% of delivered fuel cost or \$.08 per gallon, whichever is higher.

Ground Lease

The Cities of Loveland and Fort Collins, on behalf of the Airport, leases a parcel of land to a third party. The 20-month lease agreement (December 2022 to August 2024) includes monthly rent of \$4,356. Lease revenue for 2023 was \$52,272.

Access Area Agreement

The Cities of Loveland and Fort Collins, on behalf of the Airport, provides an Access Agreement to certain areas of the airport to Aims Community College for their academic degree program for professional flight training. The five-year agreement includes monthly rent of \$2,721.95 and is set to expire in May of 2028. Lease revenue for 2023 was \$32,058.

Land Leases

The Cities of Loveland and Fort Collins, on behalf of the Airport, lease numerous parcels of land to third parties for construction of hangars at the owner's expense. At the end of the lease the

NOTE 8: **LEASES (continued)**

ownership of the hangar reverts to the Airport. The leases are for a 25-year term with (three) five-year extensions. The lease revenue from these land leases was \$339,283 in 2023.

The Airport also leases land to the Loveland/Fort Collins Police Training Center. The lease is for 50 years and requires each city to pay fair value rent to the Airport in equal payments on a quarterly basis. The initial rental rate of \$177,500 paid annually by each city for a total of \$355,000, will be adjusted annually by using the CPI as published by the Bureau of Labor Statistics. Each City paid \$206,086 in rental payments in 2023. See Note 6 for additional information.

Hangar Leases

The Cities of Loveland and Fort Collins, on behalf of the airport, lease four hangar buildings, two consisting of 40 individual T-hangars and two separate box hangars. These leases are short-term in nature and have monthly rents ranging from \$308 per month for the T-hangars and \$940 to \$4,997, per box hangar. The lease revenue from hangar leases was \$207,083 in 2023.

Future expected annual minimum payments related to the Airport's regulated leases are as follows:

2024	\$ 937,009
2025	906,517
2026	906,517
2027	906,517
2028	887,464
2029 - 2033	4,419,436
2034 - 2038	3,961,038
Thereafter	14,016,561

NORTHERN COLORADO REGIONAL AIRPORT

BUDGETARY COMPARISON SCHEDULE
(NON-GAAP BUDGETARY BASIS)

Year Ended December 31, 2023

(With Summarized Comparative Totals for the year ended December 31, 2022)

	2023				
	BUDGET			DIFFERENCE	2022
	ORIGINAL	FINAL	ACTUAL	WITH FINAL BUDGET	ACTUAL
REVENUES					
Hangar Rental	\$ 255,000	\$ 255,000	\$ 207,083	\$ (47,917)	\$ 240,022
FBO Rent	89,600	89,600	94,172	4,572	94,172
Gas and Oil Commissions	190,000	190,000	318,433	128,433	405,588
State Aircraft Fuel Tax	135,000	135,000	192,614	57,614	193,644
Land Lease	500,000	500,000	628,609	128,609	538,893
Land Lease - Police Training Center	391,600	391,600	412,171	20,571	381,601
Terminal Lease and Landing Fees	5,700	5,700	11,546	5,846	8,024
Interest/Investment Income (Losses)	51,000	51,000	90,148	39,148	(112,373)
Federal and State Grants	31,248,000	31,248,000	5,513,222	(25,734,778)	2,482,368
Miscellaneous	187,634	2,537,634	2,598,373	60,739	132,707
TOTAL REVENUES	33,053,534	35,403,534	10,066,372	(25,337,162)	4,364,645
EXPENDITURES					
Personal Services	1,089,540	1,089,540	753,881	335,659	776,764
Purchased Services	1,506,360	1,496,860	708,333	788,527	620,144
Supplies	115,400	124,900	107,263	17,637	99,694
Capital Outlay	32,891,667	33,241,667	5,863,759	27,377,908	1,129,838
TOTAL EXPENDITURES	35,602,967	35,952,967	7,433,237	28,519,730	2,626,439
CHANGE IN NET POSITION, Budgetary Basis	\$ (2,549,433)	\$ (549,433)	2,633,135	\$ 3,182,568	1,738,206
RECONCILIATION TO GAAP BASIS					
Capital Outlay			5,863,759		1,129,838
Depreciation			(1,460,176)		(1,494,987)
CHANGE IN NET POSITION, GAAP Basis			\$ 7,036,718		\$ 1,373,056

See the accompanying Independent Auditors' Report.

Notes to Budgetary Comparison Schedule:

The Airport follows the City of Loveland's procedures in establishing the budget as reflected in the financial statements:

1. Prior to September 20, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to December 15, the budget is legally enacted through passage of an ordinance. This ordinance authorizes a lump-sum expenditure budget for the City taken as a whole. An appropriation ordinance is also adopted which allocates the total budget to each individual fund. This allocation of the appropriation may not be legally exceeded by an individual fund.
4. Supplemental appropriations are approved on an individual fund level basis.
5. All appropriations lapse at year-end per State statutes.
6. Expenditures for Capital Outlay and the related revenue from Grant reimbursements were significantly under budget due to delays in the construction of the new airport terminal.

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To Management and the Northern
Colorado Regional Airport Commission
Northern Colorado Regional Airport

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of Northern Colorado Regional Airport (the "Airport") as of and for the year ended December 31, 2023 and the related notes to the basic financial statements, which collectively comprise the Airport's basic financial statements, and have issued our report thereon dated June 3, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Airport's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Airport's internal control. Accordingly, we do not express an opinion on the effectiveness of the Airport's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Airport's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Airport's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To Management and the Northern
Colorado Regional Airport Commission
Northern Colorado Regional Airport

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Airport's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Airport's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Plante & Moran, PLLC

June 3, 2024

Prepared by:
Finance Department
Accounting Division





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Wealth Management.

Audit Presentation to the Airport Commission– Northern Colorado Regional Airport

Year Ended December 31, 2023



Key Deliverables

- Opinion on the Northern Colorado Regional Airport financial statements
- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Communication between auditors and those charged with governance.



Opinion on Airport financial statements

- Plante Moran has completed our audit of the financial statements of Northern Colorado Regional Airport (the “Airport”) for the year ended December 31, 2023. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- We issued an unmodified opinion on the financial statements.
- The objective of our audit was to obtain reasonable—not absolute—assurance about whether the financial statements are free from material misstatement.
- All records and information requested by us were available for our inspection.
- Management provided support for all items requested and full cooperation and we did not experience any difficulties in performing our audit.



Opinion on Airport financial statements

We have reviewed the accounting practices, which include policies, estimates, and financial statement disclosures, related to the following areas of focus:

Primary Area of Focus	Procedures and Findings
Revenue Recognition	<ul style="list-style-type: none">• Through observation and inquiry, we put together a memo for understanding of the Airport's various revenue streams.• Tested a sample of revenue transactions by agreeing to cash receipt documentation and related invoice or agreement as applicable.• Analytically tested 2023 revenues as a percentage of various key performance indicators.
Accounts Receivables and Allowances	<ul style="list-style-type: none">• Performed testing on significant AR balances through subsequent cash receipt reviews and ensuring grant receivables were for valid grant expenses• Tested the aging to assess the need for an allowance for doubtful accounts.
Capital Assets	<ul style="list-style-type: none">• Obtained a rollforward schedule of capital asset balances from January 1, 2023, through December 31, 2023.• Agreed the rollforward schedule of capital assets to supporting detailed schedules.• Selected a sample of capital asset additions during the year to vouch to supporting documentation.• Tested depreciation expense analytically and through recalculation.
Accounts Payable and Accrued Expenses	<ul style="list-style-type: none">• Tested actual expenditures subsequent to year-end to support year-end accruals.• Reviewed other supporting documentation as considered necessary.



Single Audit

- Based on the amount of expenditures of the FAA Airport Improvement Grant (AIP), an audit of federal expenditures was required to be performed (Reported on the City of Loveland SEFA)
- In our opinion, the Authority complied, in all material respects, with the requirements of the AIP program for the year ended December 31, 2023.
- We noted no instances of noncompliance nor any questioned costs on this program and have issued an unmodified opinion on this program



Single Audit

Based on the amount of expenditures of the FAA Airport Improvement Grant (AIP), an audit of federal expenditures was required to be performed (Reported on the City of Loveland SEFA):

Primary Area of Focus	Procedures and Findings
Single Audit	<ul style="list-style-type: none">• Tested compliance with the requirements of the Federal Aviation Administration grant Airport Improvement Program CFDA #20.106.• Testing included focusing on the following compliance areas: Allowable activities, financial and performance reporting, wage rate requirements, and revenue diversion.• No duplicate reimbursement requests noted• We noted no instances of noncompliance nor any questioned costs on this program and have issued an unmodified opinion on this program
Revenue Diversion	<ul style="list-style-type: none">• The basic requirement for use of airport revenues is that all revenues generated by a public airport must be expended for the capital or operating costs of the airport system and are directly and substantially related to the actual air transportation of passengers or property.• We reviewed transactions with related parties (Cities of Loveland and Fort Collins) to ensure they were properly supported and authorized• We noted no unsupported or unallowable expenditures that did not relate directly to the airport system• We noted no transfers of airport revenues outside of the airport system• We reviewed marketing and airline incentive expenses noting expenses are in accordance with FAA guidelines



Report on Internal Controls and Compliance

Internal Control Over Financial Reporting

In conjunction with our audit of the financial statements of the Airport, we considered the Airport's internal control over financial reporting ("ICFR") as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Airport's ICFR. In addition, our consideration of ICFR was not designed to identify all deficiencies in ICFR that might be significant deficiencies or material weaknesses. Accordingly, we do not express an opinion on the effectiveness of the Airport's ICFR. However, we are required to communicate, in writing, to management and those charged with governance all material weaknesses and significant deficiencies that have been identified during our audit.

Category	Definition
Material Weakness	A deficiency, or a combination of deficiencies in ICFR, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented, or detected and corrected, on a timely basis.
Significant Deficiency	A deficiency, or a combination of deficiencies, in ICFR that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the Airport's financial reporting.
Control Deficiency	A deficiency in ICFR exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

In conjunction with our audit, we did not identify any deficiencies in ICFR that we consider to be material weaknesses.



Report on Internal Controls and Compliance

Report on Compliance with Requirements Applicable to Federal Programs and on Internal Control Over Compliance

Opinion on Compliance

In our opinion, the Airport complied, in all material respects, with the requirements referred to above that could have a direct and material effect for the year ended December 31, 2023.

Internal Control Over Compliance

Our consideration of internal control over compliance was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.



Required Communications

Professional guidance requires independent auditors to communicate with those charged with governance certain matters in relation to an audit. Following is a summary of those required items along with specific discussion points as they pertain to the Airport:

Requirement	Discussion Points
Auditors' judgment about the quality of the Airport's accounting policies, estimates, and financial statement disclosures	In accordance with applicable accounting standards, we reviewed the quality of the Airport's financial reporting, which includes the Airport's significant accounting practices, estimates, and financial statement disclosures.
Critical accounting policies and practices	The significant accounting policies used by the Airport are described in Note 1 to the financial statements. No new accounting pronouncements adopted in the current year aside from the adoption of GASB 96, which did not have an impact to the financial statements.
Adoption of a change in accounting principle	GASB 96, <i>Subscription Based Information Technology Arrangements</i>
Material corrected misstatements brought to the attention of management by the auditors	There were no material corrected misstatements brought to the attention of management by the auditors.



Required Communications

Professional guidance requires independent auditors to communicate with those charged with governance certain matters in relation to an audit. Following is a summary of those required items along with specific discussion points as they pertain to the Airport:

Requirement	Discussion Points
Unrecorded misstatements, other than those the auditors believe to be trivial	There were no uncorrected misstatements outside of those the auditors believe to be trivial.
Disagreements with management	There were no disagreements with management on financial accounting and/or reporting matters and auditing procedures that, if not satisfactorily resolved, would cause a modification of our auditors' reports.
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of generally accepted accounting principles.
Major issues discussed with management prior to retention	We generally discuss a variety of matters, including the application of accounting principles and accounting standards, with management prior to acceptance as the Airport's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.



Required Communications

Professional guidance requires independent auditors to communicate with those charged with governance certain matters in relation to an audit. Following is a summary of those required items along with specific discussion points as they pertain to the Airport:

Requirement	Discussion Points
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Fraud and potential illegal acts involving senior management and those that cause a material misstatement of the financial statements	During the course of our audit, we did not become aware of any illegal acts or fraud committed by the Airport's management or its employees.
Representations requested from management	We request certain representations from management, which are included in the management representation letter.
Other issues arising from the audit the auditors consider significant and relevant to those charged with governance	There were no other issues arising from the audit that we consider significant and relevant to those charged with governance.
Material alternative accounting treatments discussed with management	There was no discussion with management concerning alternative accounting treatments.



Questions?

**Thank you for the opportunity
to serve as auditors for the
Northern Colorado Regional Airport**

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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: 7

MEETING DATE: June 27, 2023

PREPARED BY: Francis Robbins, Maintenance & Operations Manager

TITLE

2025 Budget, Rates and Fees Initial Review

RECOMMENDED AIRPORT COMMISSION ACTION

1. Make a motion to adopt 2025 rates and fees.
2. Provide feedback on the 2025 budget.

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 2025 budget is attached and the format shared is consistent with the Airport's monthly financial reports.

The total proposed 2025 budget is just under \$20.2 million, including an operating budget of \$2,224,169 and a capital budget of \$17,962,000. The Airport will continue to remain self-sufficient for all operational and maintenance needs and will utilize grant funding, available Airport balance, and public private partnerships to fund capital improvements. In order to accomplish all Capital Project goals set for 2025, private contributions will be essential to construct all CIP projects scheduled for 2025. Alternatively, projects can be prioritized with a new timeline.

An estimated revenue increase of 12.0% is attributed to escalating land lease agreements, fees associated with the ground based shuttle services, rental car concessions, increased fuel price percentage related reimbursements, and terminal parking. Land lease CPI adjustments were 5.22% on a 1-year cycle, 13.64% on a 2-year cycle, 17.67% on a 3-year cycle, and 22.27% on a 5-year cycle according to the U.S. Bureau of Labor Statistics.

Capital expenditures reflect anticipated federal and state grant resources and available Airport funding totaling approximately \$17,982,000, most of which (\$14.5 million) will be encumbered for the Runway 15-33 Widening. The capital budget also includes the annual IGA reserve of \$1,000,000 for 2025. 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. The unassigned balance at end of year 2024 is estimated to be \$2,000,000 making that the lesser amount.

ATTACHMENTS

2025 Proposed Airport Budget

Draft of 2025 Fee Schedule

2025 Airport Budget Presentation

2024-2029 Proposed Capital Improvement Plan

Resolution # R-07-2024

2025 Proposed Airport Budget



NORTHERN COLORADO
REGIONAL AIRPORT COMMISSION

	2021 Actual	2022 Budget	2022 Actual	2023 Actual	2024 Budget	2025 Proposed Budget	Justification	Percent Change
<u>OPERATING REVENUES</u>								
Hangar Rental	247,095	225,000	240,022	207,083	215,000	159,000	Reduced for decommissioning of A & B hangars	-26.0%
FBO Rent	92,713	94,172	94,172	94,172	105,051	110,809	CPI Ince	5.5%
Gas and Oil Commissions	265,576	119,000	405,588	318,433	300,000	315,000	This is driven by fuel price and airport activity levels	5.0%
State & County Aircraft Fuel Tax	127,754	140,000	193,644	192,614	150,000	157,500	This is driven by fuel price and airport activity levels	5.0%
Land Lease	738,561	749,900	920,494	1,040,780	1,099,000	1,113,000	Adjusted for CPI lease escalations	1.3%
Terminal Lease and Landing Fees	7,160	12,000	8,024	11,546	75,300	75,300	Assumes no new leases	0.0%
Parking	330	75,000	0	0	0	250,000	Tied to airline/ bus activity	0.0%
Miscellaneous	205,476	23,000	132,708	248,373	52,600	55,230	Tied to airline/ bus activity	5.0%
TOTAL OPERATING REVENUES	1,684,665	1,438,072	1,994,652	2,113,001	1,996,951	2,235,839	Total	12.0%
<u>OPERATING EXPENSES</u>								
FTE	6	7.5	8	8	9	10		11.1%
Personal Services	668,421	827,312	776,765	753,881	1,147,418	1,227,956	Increase attributed to insurance costs & add one FTE	7.0%
Supplies	74,945	100,000	99,694	107,263	123,550	129,729	Inflation adjustments	5.0%
Purchased Services	435,275	678,619	620,144	708,333	1,759,928	866,484	Removed Air Service Grant, Inflation adjustments	-50.8%
TOTAL OPERATING EXPENSES	1,178,641	1,605,931	1,496,603	1,569,477	3,030,896	2,224,169	Total	-26.6%
OPERATING GAIN (LOSS)	506,023	(167,859)	498,049	543,524	(1,033,945)	11,670	The proposed budget is balanced	-101.1%
<u>NONOPERATING REVENUES (EXPENSES)</u>								
City Contributions	0	0	0	0	0	0		
Passenger Facility Charge	0	65,000	0	0	0	0	No change	
Interest Income	(61,294)	75,000	(112,373)	90,148	49,000	30,000	Finance controlled investments	-38.8%
Capital Expenditures	(3,623,375)	(14,313,373)	(1,082,549)	(5,449,371)	(21,958,000)	(17,982,000)	Expenditures include encumbering funds for Runway 15-33 Widening to be incurred in 2026	-18.1%
TOTAL NONOPERATING REVENUES (EXPENSES)	(3,684,669)	(14,173,373)	(1,194,922)	(5,359,223)	(21,909,000)	(17,952,000)		-18.1%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(3,178,646)	(14,341,232)	(696,873)	(4,815,699)	(22,942,945)	(17,940,330)		-21.8%
Capital Contributions	4,274,041	16,581,373	1,399,819	31,248,000	16,272,500	14,439,240	Runway Widening Construction Grant	-11.3%
CHANGE IN NET POSITION	1,095,395	2,240,141	702,946	26,432,301	(6,670,445)	(3,501,090)	This change is driven by the local share for the capital projects, grant matches, and local only projects.	-47.5%
Reserve Appropriation	1,000,000	1,000,000	2,000,000	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%

Exhibit A

City of Loveland, Colorado

Schedule of Rates, Charges and Fees for the Northern Colorado Regional Airport

DRAFT

Effective January 1, 2025



NORTHERN COLORADO REGIONAL AIRPORT

Fuel Flowage Fees

Fuel flowage fee, off-airport, whichever is greater:

Percentage of actual cost, after taxes.....10%

or

Per gallon.....\$0.08

Fuel flowage fee, on-airport, whichever is greater*:

Percentage of actual cost, less taxes.....6%

or

Per gallon.....\$0.06

**Lesser amount applies to scheduled Air Carriers.*

Security Access Credentialing

Secure Identification Display Area (SIDA) badge new\$120

Includes costs for fingerprints, FBI background check, badge, access card, training, & admin

Secure Identification Display Area (SIDA) badge renewal\$25

Airport Operations Area (AOA) badge new & renewals\$25

Includes costs for badge, background check, access card, & admin

Security Violation Tier I penalty.....\$50

Security Violation Tier II penalty\$100

Property Leasing

Land lease, increased annually by CPI:

Improved, per square foot~~\$0.50~~ \$0.526

Unimproved, per square foot.....~~\$0.353~~ \$0.371

Intent to lease deposit\$1,000 minimum & \$1,000 per acre

Terminal facilities lease, per square foot.....~~\$15.00~~ \$25.00

Terminal building overnight automobile parking, per night\$7.00

Terminal building automobile parking fine, per occurrence\$100.00

Hangar Leasing

“C”, per month~~\$308.00~~\$350.00

~~Hangar waiting list application fee, per application.....\$25.00~~

FAA Certified Air Carrier Operations

Landing fee per 1,000 pounds of certified gross landing weight\$2.99

Applies to non-based aircraft in excess of 9,000 pounds.

Landing fee per 1,000 pounds of certified gross landing weight~~\$0.95~~\$3.99

Applies to non-based aircraft in excess of 90,000 pounds.

Terminal gate use fee (per single operation for non-signatory users)\$75.00

Passenger facility charges (PFC), per passenger.....\$4.50

~~ARFF (Aircraft Rescue and Fire Fighting) Standby Fees:~~

~~Index B, per flight\$100.00~~

~~Index C, per flight\$150.00~~

2025 Proposed Budget Initial Review

Budget Process

- Airport Staff works with City of Loveland Budget on core budget
 - Sets rates associated core budgetary items i.e. personal services, insurance, fleet
- Airport develops the remaining budget based on needs, strategic objectives, and anticipated grant revenues and capital projects
- Preliminary budget is reviewed by the City Manager & decision package requests submitted for consideration
- Airport Commission reviews and recommends draft budget to City Councils
- Fort Collins adopts and appropriates 50% of the budget
- Loveland adopts full budget and appropriates 50% share of budget

Budget Revenue

- Operating \$2,235,839
 - 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 \$14,439,240
 - Runway 15-33 Widening
 - FAA AIP discretionary funds estimated at \$14 million for this safety improvement to be awarded in 2025 For construction in 2026

Budget Expenses & Capital

- Operating: \$2,224,169
 - Personal Services
 - Adding 1 FTE total of 10 and increasing the Director Salary based on market study
 - Supplies
 - Adjusted upward by 5% to account for inflation
 - Purchased Services
 - Seeking a USDOT grant of \$750,000, if awarded would result in a second appropriation
- Capital Projects: \$17,952,000
 - Runway 15-33 Widening
 - GA Taxiway Expansion in C hangar area
 - Fuel Farm central site
 - Realign taxiway A1 connection to south runup

Summary

- Total Budget = \$20,206,169
- Revenues projected to increase 12%
 - Driven by fuel, new parking revenues, and CPI adjustments
- Potential grant funding over half of total budget
 - \$14 million in runway 15-33 widening design and construction
- Projecting a deficit of \$3,501,090 if all funding is expended and received as forecasted
 - Airport fund balance is forecasted to be about \$2,000,000 at the end of 2024

Recommendations

- Direct staff to prioritize locally funded capital projects to adjust the 2025 CIP for a balanced budget.
- Direct staff to establish a new sequence for projects in CIP based on availability of funds to accomplish all projects in a future date.

2024-2029 Proposed Airport Capital Improvement Plan



Funding Source	FAA Airport Imp. Program AIP		A Managed Federal Special Fundi		State	Local		Other	Total Project Costs
Financial Resource Program	FAA Entitlement	FAA Discretionary	BIL Airport Improvement Grants	BIL Airport Terminals Program	Colorado Division of Aeronautics	Grant Match	Additional Funding	Airport Master Plan Capital Project Description Reference	
Funding Programming Method	Formulary \$150K - \$1.3M <10K - >10K Enplanements	Discretionary	Formulary	Discretionary	Formulary for FAA Grant Matches & Remainder Discretionary	Formulary	Discretionary		
Grant Match Requirement	90/10	90/10	90/10	95/5	80/20	N/A	N/A	N/A	
Current Year 2024									
New Terminal Construction (BIL 2024)			\$ 1,590,000		\$ 88,333	\$ 88,333		A6	\$ 1,766,666
GA Taxilanes Upgrades							\$ 600,000	A4	\$ 600,000
Fuel Farm Capacity Expansion Siting Study							\$ 72,628	B1	\$ 72,628
Taxiway B & D Reconstruct	\$ 750,000				\$ 41,666	\$ 41,666		A8/B5	\$ 833,332
Totals 2024	\$ 750,000		\$ 1,590,000		\$ 129,999	\$ 129,999	\$ 672,628		\$ 3,272,626
Funding Balance Remainaig	\$ -		\$ 725,765						
2025									
Runway 15-33 Widening Construction	\$ 150,000	\$ 12,469,475	\$ 1,569,765		\$ 250,000	\$ 1,152,164		A13	\$ 15,591,404
Taxiway D/A1 Realignment							\$ 1,590,000	A8	\$ 1,590,000
New Terminal Automobile Parking Improvements				\$ 2,500,000				B6	\$ 2,500,000
Fuel Farm Capacity Expansion Construction							\$ 800,000	B1	\$ 800,000
General Aviation Hangar Area Construction							\$ 943,235	B3	\$ 943,235
Totals 2025	\$ 150,000	\$ 12,469,475	\$ 1,569,765	\$ 2,500,000	\$ 250,000	\$ 1,152,164	\$ 2,390,000		\$ 17,981,404
Funding Balance Remainaig									
2026									
Taxiway A Rehab, Lighting & Signage Design							\$ 300,000	A11	\$ 300,000
Air Traffic Control Facility Design & Construction							\$ 12,500,000	B9	\$ 12,500,000
General Aviation Apron & Taxiways Sealcoat and Restripe					\$ 400,000	\$ 100,000		A10	\$ 500,000
Totals 2026	\$ -				\$ 400,000	\$ 100,000	\$ 12,800,000		\$ 13,300,000
Funding Balance Remainaig	\$ 150,000								
2027									
Taxiway A Rehab, Lighting & Signage Construction	\$ 300,000				\$ 500,000	\$ 621,210		A13	\$ 1,421,210
Totals 2027	\$ 300,000				\$ 500,000	\$ 621,210	\$ -		\$ 1,421,210
Funding Balance Remainaig	\$ -								
2028									
Construct Deice Pad for Commercial Ramp	\$ 1,300,000				\$ 250,000	\$ 71,000		B7	\$ 1,621,000
Remove T-hangars & Construct Business Facilities (C-Hangars)							\$ 5,500,000	B13	\$ 5,500,000
Totals 2028	\$ 1,300,000				\$ 250,000	\$ 71,000	\$ 5,500,000		\$ 7,121,000
Funding Balance Remainaig	\$ -								
2029									
Terminal Loop Road Expansion Design and Construction	\$ 1,300,000				\$ 100,000	\$ 621,210		B16	\$ 2,021,210
Snow Removal Equipment Snow Blower	\$ 500,000				\$ 50,000	\$ 50,000		B18	\$ 600,000
Totals 2029	\$ 1,300,000				\$ 100,000	\$ 621,210	\$ -		\$ 2,621,210
Funding Balance Remainaig	\$ -								
Totals 2024-2028	\$ 3,800,000	\$ 12,469,475	\$ 3,159,765	\$ 2,500,000	\$ 1,629,999	\$ 2,695,583	\$ 21,362,628		\$ 45,717,450

RESOLUTION #R-07-2024

**A RESOLUTION ADOPTING THE 2025 NORTHERN COLORADO
REGIONAL AIRPORT RATES AND FEES**

WHEREAS, on January 22, 2015, pursuant to that Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport, Now Known as the Northern Colorado Regional Airport (the “2015 IGA”), the City of Loveland and the City of Fort Collins created the Northern Colorado Regional Airport Commission (“Commission”); and

WHEREAS, pursuant to the 2015 IGA, as amended in 2016 and 2019, the Cities delegated certain authority to the Commission, including the authority to “establish Airport rates, fees and charges on an annual basis;” and

WHEREAS, Airport staff regularly review Airport rates, fees and charges to ensure that such fees are appropriate and current. For 2025, Airport staff recommend updating the land lease rates, terminal facilities lease rate, hangar leasing rate, and landing fees. The proposed 2025 Schedule of Rates, Charges and Fees is attached hereto as “Exhibit A;” and

WHEREAS, the Commission supports the rates, fees and charges adjustments proposed by staff and finds that they are in the best interests of the Airport.

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

Section 1. That the Schedule of Rates, Charges and Fees for the Northern Colorado Regional Airport for 2025 is hereby approved to go into effect January 1, 2025.

Section 4. That this Resolution shall go into effect as of the date and time of its adoption.

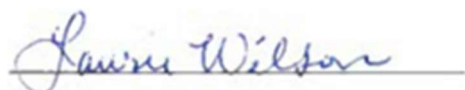
ADOPTED this 27th day of June, 2024.

Jeni Arndt, Chairperson

ATTEST:

Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, reading "Laurie Wilson", is written over a horizontal line.

Acting Deputy City Attorney

Exhibit A

City of Loveland, Colorado

Schedule of Rates, Charges, and Fees for the Northern Colorado Regional Airport

Effective January 1, 2025



NORTHERN COLORADO REGIONAL AIRPORT

Fuel Flowage Fees

Fuel flowage fee, off-airport, whichever is greater:

Percentage of actual cost, after taxes.....10%

or

Per gallon..... \$0.08

Fuel flowage fee, on-airport, whichever is greater*:

Percentage of actual cost, less taxes6%

or

Per gallon..... \$0.06

**Lesser amount applies to scheduled Air Carriers.*

Security Access Credentialing

Secure Identification Display Area (SIDA) badge new \$120

Includes costs for fingerprints, FBI background check, badge, access card, training, & admin

Secure Identification Display Area (SIDA) badge renewal \$25

Airport Operations Area (AOA) badge new & renewals \$25

Includes costs for badge, background check, access card, & admin

Security Violation Tier I penalty \$50

Security Violation Tier II penalty \$100

Property Leasing

Land lease, increased annually by CPI:

Improved, per square foot \$0.526

Unimproved, per square foot..... \$0.371

Intent to lease deposit\$1,000 minimum & \$1,000 per acre

Terminal facilities lease, per square foot..... \$25.00

Terminal building overnight automobile parking, per night \$7.00

Terminal building automobile parking fine, per occurrence \$100.00

Hangar Leasing

“C”, per month \$350.00

FAA Certified Air Carrier Operations

Landing fee per 1,000 pounds of certified gross landing weight \$2.99

Applies to non-based aircraft in excess of 9,000 pounds.

Landing fee per 1,000 pounds of certified gross landing weight \$3.99

Applies to non-based aircraft in excess of 90,000 pounds.

Terminal gate use fee (per single operation for non-signatory users) \$75.00

Passenger facility charges (PFC), per passenger..... \$4.50



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: June 27, 2024

PREPARED BY: Aaron Ehle, Airport Planning & Development Specialist

TITLE

Request for Expressions of Interest (REOI) Review

RECOMMENDED AIRPORT COMMISSION ACTION

Provide direction to staff and the Planning & Development Subcommittee (PDSC) on next steps for new Airport development.

BUDGET IMPACT

Unknown

SUMMARY

In April, as directed by the Airport Commission, a request for expressions of interest (REOI) for Airport development was issued. The REOI presented three sites for potential development projects.



In addition to aeronautical projects, non-aeronautical expressions of interest (EOIs) were allowed on Sites B&D. All of the EOIs received were aeronautical in nature.

- Site B – 1 EOI
 - Professional Aircraft Services
- Site C – 4 EOIs
 - Joint Submission A
 - Scion Aviation
 - Century Helicopters (Philip Glasgow)
 - Lear Earhart Association
 - Doud BTS
 - Also submitted individual response
 - Doud BTS
 - Joint Submission B
 - Philip Glasgow (Century Helicopters)
 - Bulldawg
 - Cichos Construction
 - Anonymous Company
- Site D – 1 EOI
 - Into the Blue

One submittal was disqualified. It was a short email from a general contractor interested in building hangars associated with the REOI, but did not contain any details about a specific project.

On June 18th, the PDSC met to review the EOIs. Comments and recommendations from the PDSC are included in the attached presentation and will be discussed with the Airport Commission.

ATTACHMENTS

REOI Document

Expressions of Interest

Presentation

REQUEST FOR EXPRESSIONS OF INTEREST **AIRPORT DEVELOPMENT OPPORTUNITY**

SOLICITATION #2024-045
SUBMITTAL DUE DATE: JUNE 13, 2024



NORTHERN COLORADO
REGIONAL AIRPORT



APRIL 18, 2024

NOTICE TO RESPONDENTS

The Cities of Loveland and Fort Collins (hereafter the “Cities”) are soliciting Expressions of Interest (“EOI”) from qualified parties for **Airport Development Opportunity, Solicitation #2024-045** at Northern Colorado Regional Airport (“Airport”). Submittals must be received electronically at bids@cityofloveland.org on or before **2:00 p.m.** (Mountain Time “MT”) on **June 13, 2024**, at which time they will be recorded, but not publicly opened. There will be a virtual bid opening on Zoom using the following link:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 287 017 201 59

Passcode: uQ2knP

The Request for Expressions of Interest (“REOI”) is available at www.bidnetdirect.com. If you are not registered with BidNet, please visit their website and select “Vendor Registration,” or call 800-835-4603. There is a free registration option available for inquiry.

No submissions will be considered which have not been received by the deadline set forth above, as determined by the City email server. The City is not responsible for delays occasioned by the internet, outages of service, the City email server, or any other electronic delay. The City email server scans all emails with attachments and delays the receipt of those emails up to 4 minutes, please plan your submission accordingly.

The City will hold an optional **pre-submittal meeting on May 16, 2024, at 2:00 p.m.** at 4900 Earhart Rd, Loveland, Colorado 80538 to allow Respondents an opportunity to ask questions about the REOI. This meeting is not mandatory.

Questions concerning the REOI shall be directed only to Aaron Ehle, Planning & Business Development Specialist for the Airport, at aaron.ehle@cityofloveland.org. **Questions will be accepted until May 23, 2024, at 12:00 p.m.** All questions received by the question deadline stated above will be responded to via Addendum, which will be published at Rocky Mountain e-Purchasing System (www.bidnetdirect.com/colorado).

Equal Opportunity Employer

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

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

COLORADO OPEN RECORDS ACT NOTIFICATION

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

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

I. OPPORTUNITY

The Cities of Loveland and Fort Collins (the "Cities") invite qualified parties to submit Expressions of Interest ("EOI") for new development projects that are aligned with the goals and mission of Northern Colorado Regional Airport ("Airport") and will improve infrastructure, facilities, and available services.

This Request for Expressions of Interest ("REOI") is the initial step in a process guided by the Northern Colorado Regional Airport Commission ("Airport Commission") on behalf of the Cities. The objective is to gather information, analyze market trends, assess developer interests and capabilities, and explore available options before proceeding with subsequent steps.

The Airport Commission will review the submitted EOIs and then determine the next steps related to the development of the subject sites. Potential next steps are presented in Section XI, "Review and Next Steps."

The Cities intend to offer parcel(s) of land to be leased in accordance with the Airport's Ground Lease Agreement ("Lease"), which is attached as a separate document, and to be developed in alignment with the Airport's and Cities' policies and guiding documents, which can be accessed at: <https://www.flynoco.com/airport-commission/guiding-documents/>.

REOI Timeline

REOI Issue Date	April 18, 2024
Non-Mandatory Pre-Submittal Meeting	May 16, 2024
Questions Deadline	May 23, 2024
Final Addendum Posted	May 24, 2024
EOI Due Date	June 13, 2024
Planning & Development Subcommittee Review of EOIs	June 18, 2024
Airport Commission Review of EOIs	June 27, 2024

II. AIRPORT BACKGROUND

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

Situated adjacent to Interstate 25 in Loveland, Colorado, approximately an hour's drive north of Denver, the Airport has witnessed remarkable population and economic growth in recent decades. Today, it stands as a focal point amid a dynamic mix of industrial, commercial, and residential development. It serves Larimer County and portions of Weld County and is centrally located among the cities of Fort Collins, Loveland, and Greeley, with more than 850,000 people living within 30 miles. The Airport, also known by the three-letter airport code FNL, is the closest airport to Estes Park and Rocky Mountain National Park, which see over 4.5 annual visitors.

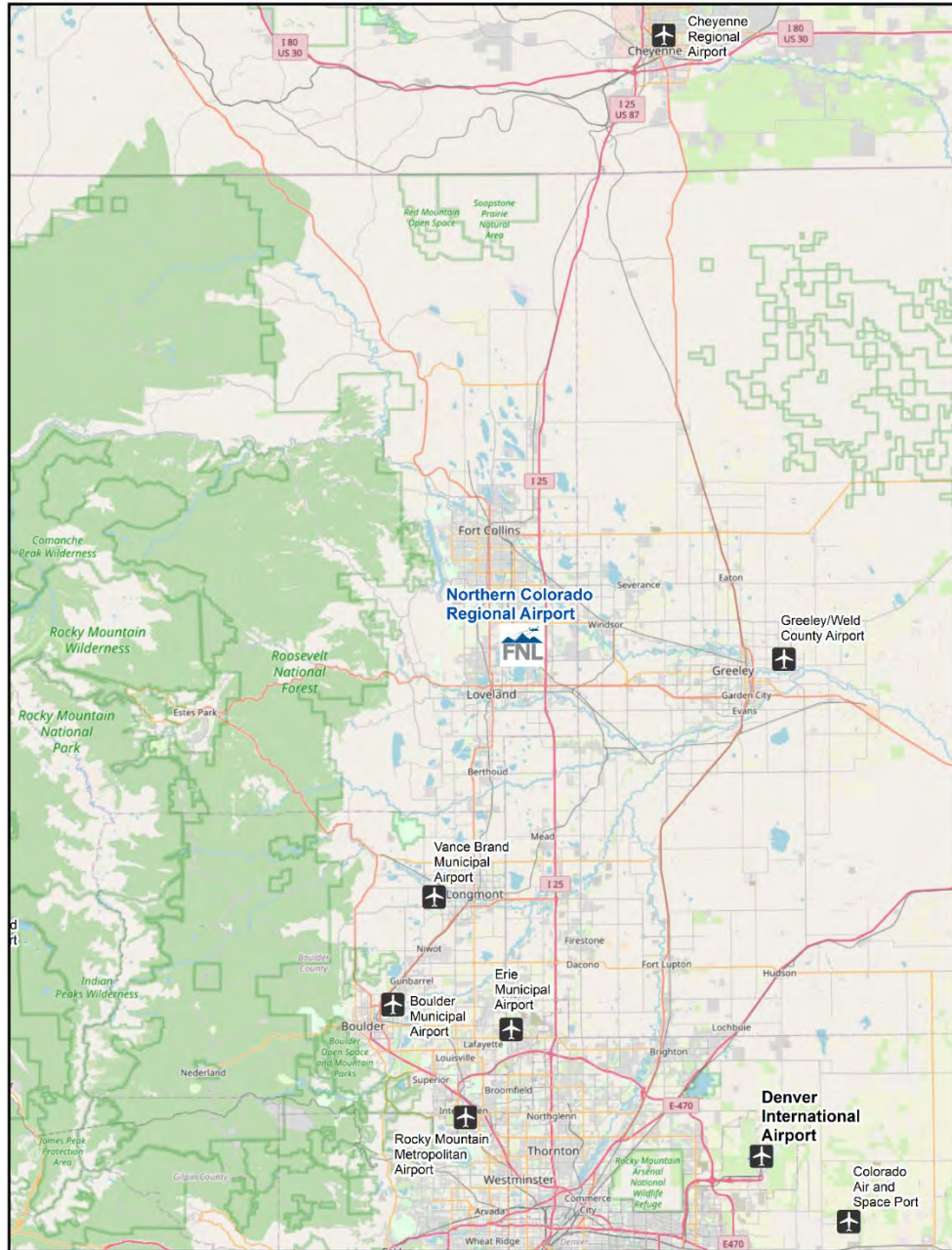


Figure 1 - Airport Vicinity Map

With approximately 225 aircraft hangars and 300 based aircraft, the Airport is home to many private-sector developments and businesses that support a wide array of aeronautical activities. Air traffic control services are provided 7 days a week from 8:00 a.m. to 6:00 p.m. The 8,500-foot-long, 100-foot-wide runway supports more than 115,000 aircraft operations per year.

The Airport is one of 14 commercial service airports in the state of Colorado. For much of its history, the Airport has supported commercial air service; most recently with Allegiant Airlines from 2003-2012 and Avelo Airlines from 2021-2022. Currently, there is no scheduled service at the Airport. The Airport also supports ground transportation services to Denver International Airport, provided by Landline in partnership with United Airlines and Groome Transportation.

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

Aviation Activity	2018	2023	2028	2033	2038
OPERATIONS					
Commercial Service	50 ¹	590	692	812	954
General Aviation	94,650 ²	108,504	118,452	129,313	141,170
Single Engine Piston	63,298 ³	72,372	79,008	86,252	94,160
Multi-Engine Piston	28,470 ³	32,009	34,351	36,854	39,528
Turboprop	285 ³	597	948	1,358	1,835
Business Jet	2,847 ³	3,526	4,146	4,849	5,647
Military	200 ²	200	200	200	200
TOTAL OPERATIONS	94,900²	109,294	119,344	130,325	142,324
Local Operations	35,208 ²	43,280	50,244	58,125	67,034
Itinerant Operations	59,692 ²	66,013	69,100	72,200	75,289
PASSENGER ENPLANEMENTS					
Enplanements	3,388²	48,431	56,829	66,684	78,248
BASED AIRCRAFT BY TYPE					
Single Engine Piston	216 ¹	230	241	253	265
Multi-Engine Piston	16 ¹	16	16	16	16
Glider/Ultra-Light	2 ¹	3	4	5	6
Business Jet	9 ¹	11	13	15	17
Helicopter	13 ¹	15	17	19	21
Total Based Aircraft	256⁴	275	291	308	325

SOURCE: Mead & Hunt, 2018.

NOTES:

- 1.FAA 2018 APO Terminal Area Forecast Detail Report for FNL
2. Base year data source: FAA Form 5010.
3. Percentages of GA operations by aircraft by type were extrapolated using the percentages identified in the 2007 Fort Collins-Loveland Airport Master Plan.
4. National Based Aircraft Inventory

Figure 2 – Aviation Activity Forecasts from 2020 Northern Colorado Regional Airport Master Plan

<https://www.flynoco.com/airport-commission/guiding-documents/master-plan/>

Construction of a new \$25 million, 20,000 sq. ft. multimodal passenger terminal is anticipated to be complete in the fall of 2024. This facility promises to greatly enhance the Airport's capacity and passenger experience.



Figure 3 – New Airport Terminal Rendering

III. AVAILABLE DEVELOPMENT SITES

The Cities are accepting Expressions of Interest for three development sites.



Figure 4 – Available Development Sites

Site B: Vacant land located between Earhart Road, Lindbergh Drive, and Lear Drive. The Site covers approximately 372,775 square feet (8.56 acres).

Site C: Vacant site located west of the Centre Pointe Business Park and southwest of the new 3.5 million square foot Amazon fulfillment center. An Old Dominion freight transfer facility is planned to the north of the Site. <https://maps.cityofloveland.org/CDA/23-00083.pdf>. The Site covers approximately 855,913 square feet (19.65 acres).

Site D: Vacant land in the southwest area of the Airport. The Site is adjoined by private property to the west and the Northern Colorado Law Enforcement Training Center to the north. The Site covers approximately 1,168,877 square feet (26.83 acres).

IV. EXISTING CONDITIONS

Site B: Undeveloped grassland that is currently outside of the Airport perimeter fence. Utility infrastructure is readily available and there is a major utility corridor running along the east side of the Site. This property sits at the entrance of the Airport.



Figure 5 – Site B Utilities

Site C: Undeveloped grassland. In the spring of 2024, a regional 24-inch waterline will be installed along the north and east boundaries of the Site. Several 8-inch service connection points will be included in the Site C area. There is a sewer line running along the northern portion of the site. Other utilities will need to be extended from the northeast.

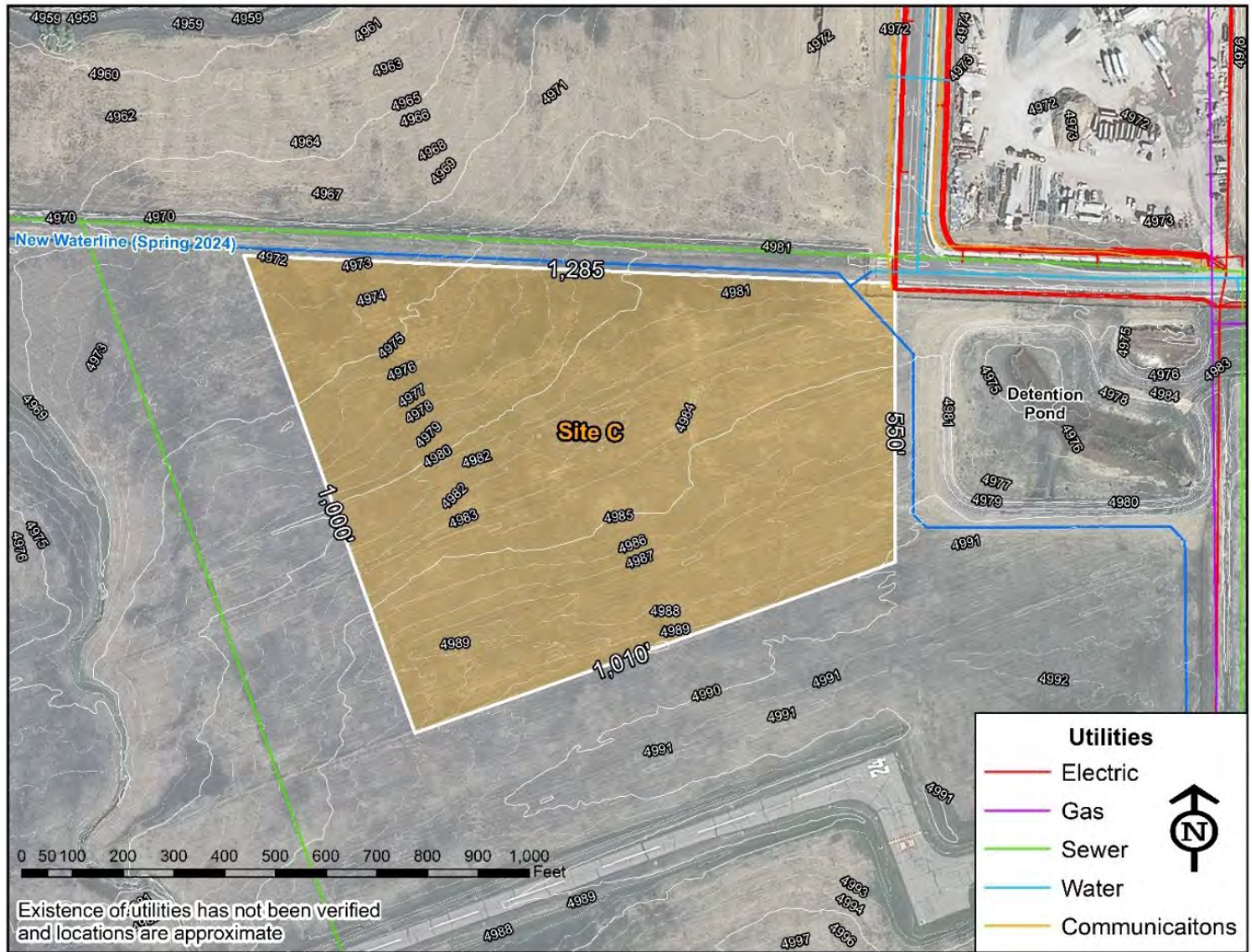


Figure 6 – Site C Utilities

Site D: Open grassland on the undeveloped west side of the Airport. An electric line runs along the southwest portion of the site, but no other utility infrastructure is present near the site. Access to Site D is severely restricted due to its remote location on the Airport and the presence of private property and a rail line to the west.



Figure 7 – Site D Utilities

V. DESIGN CRITERIA

All Sites:

1. All proposed improvements shall adhere to the Airport Land Use and Design Standards
<https://www.flynoco.com/wp-content/uploads/2020/12/Airport-Land-Use-Design-Standards.pdf>.
2. Per 2021 International Building Code, which has been adopted by the City of Loveland, aircraft hangars shall have restrooms or unrestricted access to a shared restroom within 500 feet.
https://library.municode.com/co/loveland/codes/code_of_ordinances?nodeId=TIT15BUCO.
3. All development shall conform to requirements contained in the currently adopted Loveland Municipal Code
https://library.municode.com/co/loveland/codes/code_of_ordinances?nodeId=LOCOMUCO.

Site B:

1. The Cities will consider EOIs that include aeronautical and/or non-aeronautical uses on Site B. Plans are underway (preliminary design is complete) for the future connection of Lindbergh Drive south to Rocky Mountain Avenue, establishing a new primary entrance to the Airport. Given the visibility of this site, and its prominent location as the gateway to the airport, a mix of aeronautical and non-aeronautical uses may be desirable and will be considered. Landscaping buffers along Lindbergh Dr and Earhart Rd and Airport monument signage should be considered and included in submitted site plans.

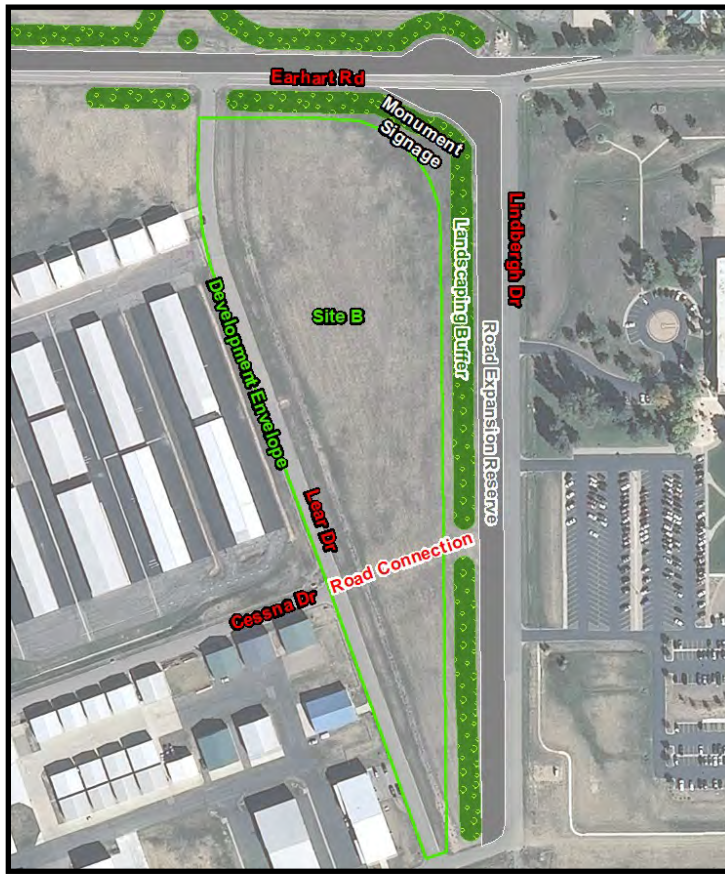


Figure 8 – Site B Setbacks and Buffers

2. The Airport Layout Plan ([AppendixG_MP2018.pdf \(flynoco.com\)](#), page17) depicts two rows of T-hangars and four medium sized box hangars in this area. The remainder of the area is classified as undefined aeronautical use. The Cities will not limit Submittals to this building layout and will consider layouts that suit the Respondent(s)' requirements. Hangar configurations may include T-hangar(s) and/or box hangar(s). Layouts shall make efficient use of the available parcel.
3. To accommodate aeronautical development, Lear Drive needs to be closed/removed in order for taxilanes to be constructed to the Site. Before Lear Drive is closed, Cessna Drive needs to be connected to Lindberg Drive to provide access to hangars and businesses west of the Site. EOIs that include aeronautical development shall include this road connection in the proposed site plan.
4. Approvals for non-aeronautical uses will be subject to additional Federal Aviation Administration (FAA) regulatory compliance and different Airport Lease terms. Obtaining these approvals is expected to be more complex and time-consuming.

Site C:

1. The Airport Land Use Plan ([AppendixG_MP2018.pdf \(flynoco.com\)](#), page17) depicts undefined aeronautical development in this area. Non-aeronautical uses will not be considered on the site. Hangar configurations may include T-hangar(s), box hangar(s), and/or open-air aircraft shelters in a layout that suits the Respondent(s) requirements. Layouts shall make efficient use of the available parcel.
2. The maximum building height at the south end of Site C is approximately 35 feet. Taller buildings can be accommodated to the north. Please refer to the Airport Airspace Plan – Conical Surface (Sheet No. 5) of the ALP for more information on maximum elevations of improvements. https://www.flynoco.com/wp-content/uploads/2020/11/AppendixG_MP2018.pdf

Site D:

1. The Airport Land Use Plan ([AppendixG_MP2018.pdf \(flynoco.com\)](#), page17) depicts undefined aeronautical/non-aeronautical uses on Site D. Hangar configurations may include T-hangar(s), box hangar(s), and/or open-air aircraft shelters in a layout that suits the Respondent(s) requirements. Non-aeronautical or mixed uses may be proposed. Layouts shall make efficient use of the available parcel.
2. Approvals for non-aeronautical uses will be subject to additional Federal Aviation Administration (FAA) regulatory compliance and different Airport Lease terms. Obtaining these approvals is expected to be more complex and time-consuming.

VII. RESPONSIBILITIES AND OBLIGATIONS

1. Upon approval and execution of a Lease Agreement with Airport Commission/Cities, the selected Respondent(s) will be responsible for all costs associated with due diligence, planning, design, development, construction, management and operation of the proposed improvements, including but not limited to, entitlements, environmental compliance, permit fees, utility charges, and all other project costs associated with the operation of the parcel improvements.
2. The selected Respondent(s) upon execution of a Lease, shall be responsible for all site grading, utility extensions to existing services, and stormwater improvements associated with the project.
3. The selected Respondent(s), upon execution of a Lease, shall be responsible for constructing the improvements in accordance with plans and specifications prepared by a professional architectural engineering firm, which shall be reviewed and approved in accordance with the site plan by City of Loveland Development Services. All necessary building and other permits must be obtained from the City of Loveland.

4. The successful Respondent(s), upon execution of a Lease, shall construct pavement connection(s) to the Airport's adjoining taxiways/taxilanes. The connecting connection(s) must adhere to the design standards contained in the most-current version of FAA Advisory Circular 150/5300-13B Airport Design. https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5300-13B-Airport-Design.pdf
5. During construction and upon completion, the project shall ensure integrity of the Airport security fence and boundary to prevent unauthorized persons from entering the AOA.

VIII. LEASE TERMS

1. The determination of the Lease term will be based on the type and level of investment. The standard Airport Lease is offered with a 25-year term ("Initial Term") with three 5-year extensions ("Extended Term(s)"). At the conclusion of the Extended Terms, ownership of all improvements shall revert to the Cities. If Lessee desires to continue occupying the Leased Premises after the expiration of all three Extended Terms, Lessee may request that the Cities negotiate a new Lease Agreement.
2. The 2024 lease rate for unimproved property (limited or no nearby infrastructure/utilities) is \$0.353 per square foot annually. The 2024 lease rate for improved property (adequate access to nearby infrastructure/utilities) is \$0.501 per square foot annually.

Incentivized lease rates may be considered based on the following factors:

- a. Total area of the Leased Premises
- b. Exceptional levels of private investment
- c. Catalyst projects that are likely to attract additional activity/development
- d. Construction of offsite infrastructure/public improvements by the developer
- e. Auxiliary Airport revenues from businesses associated with the development
3. The lease rate will include annual adjustments based on Consumer Price Index for all Urban Consumers (CPI-U), All Items, for Denver-Aurora-Lakewood, CO as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. There will also be a market adjustment approximately every 5 years based on a formal market study.
4. The actual Leasehold Parcel shall be determined from the successful Respondent(s) approved site plan and shall include all exclusive-use space necessary to operate the facility. The Leasehold Parcel shall include all building(s), automobile parking areas, landscaped buffers and/or setbacks, aircraft parking aprons, and any exclusive-use taxilane(s) including the Taxilane Object Free Area described in FAA Advisory Circular 150/5300-13B. https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5300-13B-Airport-Design.pdf
5. The successful Respondent(s), upon execution of a Lease, shall be responsible for and shall pay for all maintenance and repair of the land, structures, utilities, and facilities located upon the Leasehold Parcel during the term of the subject Lease. The successful Respondent(s) shall be responsible for all grass cutting, landscaping, and routine cleaning of the Leased Premises.

IX. SUBMITTAL REQUIREMENTS

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

1. Letter of Interest

- a. Include the name of the Respondent(s), address, telephone number, name of contact person, and the title of the REOI.
- b. Provide a description of the submitting Respondent(s)' current or planned legal status (i.e., Corporation, Partnership, Sole Proprietor, Joint Venture, etc.).
- c. Expression of interest in leasing Airport property for the development of aeronautical and/or non-aeronautical facilities.
- d. Identification of the type of development that the Respondent(s) has the capability to deliver, along with additional information that assists in highlighting and clarifying possible concepts, structures, funding that could benefit the Airport and its users.
- e. Letter must be signed by an individual who is authorized to certify, on behalf of the Respondent(s), that all statements in the Submittal are true and correct.

2. Submittal Details (see VI. Design Criteria for requirements)

- a. Project Narrative: A written description of the uses and activities associated with the planned facilities, including number and type of aircraft, frequency of aircraft operations, and business activities, as applicable. The Project Narrative shall include:
 - i. Project Location: A written description and/or diagram identifying the desired location of the proposed Leasehold Area on one of the available development sites, including dimensions and total area encompassed by the development.
 - ii. Site Plan: An exhibit drawn to scale showing the locations of all proposed improvements, including structures, aprons, taxiways/taxilanes, driveways, parking, fences and walls, utilities (optional), and the location of all improvements that may occur in future phases.
 - iii. Development Plan and Schedule: A general design and construction schedule for the proposed development including any anticipated phasing considerations.
 - iv. Financing: A general description of how the development is to be financed, including infrastructure requirements

3. Additional Information

- a. A profile of the individual/organization and description of legal structure, principal officers, and organizational structure.
- b. Experience financing, constructing, managing, and/or operating aircraft hangars or other facilities within the last ten years, with an emphasis on similar projects.

X. SUBMITTAL INSTRUCTIONS AND CONDITIONS

1. All Submittals must be received at bids@cityofloveland.org before the date and time specified in the notice section above. Any Submittal arriving after the deadline will not be considered. Submittals sent to any other email address will NOT be forwarded or accepted. The electronic date and time on the email will determine if the Submittal was received before the prescribed time. Responsibility for timely Submittal and routing of Submittals prior to recording lies solely with the Respondent(s).
2. Please put the name of the REOI in the subject line of the email and name the attached Submittal: Name of REOI-company name.

3. Email responses to this request are limited to a maximum of 25 MB capacity. Your Submittal shall be one (1) single PDF file and not more than ten (10) pages in length; NO Zip files or online file shares allowed.
4. All prospective Respondents shall comply with the requirements, conditions, and specifications contained within this REOI. Failure to do so may result in rejection of the Submittal.
5. A representative of the submitting company who has contractual authority must sign the Submittal. Only one Submittal will be accepted from any one company serving as a prime Respondent. Sub-Respondents to the prime Respondent may be included in the Submittal of more than one firm.
6. All costs incurred to prepare the Submittal shall be the Respondent's responsibility and will not be reimbursed by the City.
7. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this REOI, revisions/amendments and/or supplements will be posted at <http://www.bidnetdirect.com/colorado>. The schedule in Section I includes the deadline for submission of questions and the expected date of responses from the Cities. It shall be the responsibility of the Respondents to monitor <http://www.bidnetdirect.com/colorado> for any such postings.
8. The name of the submitting individual or entity may be withheld upon request. All other information contained in the Submittals shall be considered public. Please do not include confidential or privileged information that should not be disclosed publicly.
9. The Cities reserve the right to reject any or all Submittals and waive any informalities therein and to accept or reject any portion of the Submittal if deemed to be in the best interest of the Cities to do so.
10. The issuance of this REOI does not constitute a commitment by the Cities to award a lease. The Cities reserve the right to engage in discussions with any of the respondents to this REOI to attain additional information and/or to negotiate a definitive lease.
11. Respondents shall not contact anyone other than Aaron Ehle at aaron.ehle@cityofloveland.org regarding the REOI during the solicitation and selection process. Respondents who communicate with other City staff members, elected officials, or Airport Commission members regarding the REOI during the solicitation and selection process shall automatically be disqualified from consideration.

XI. REVIEW AND NEXT STEPS

PDSC Review: Each Expression of Interest (EOI) will undergo review at the Airport's Planning and Development Subcommittee (PDSC) meeting scheduled for June 18th.

1. **Completeness of EOIs:** EOIs that meet all the requirements outlined in Section IV, "Submittal Requirements," will be considered complete. If an EOI is found to be incomplete, the respondent will receive a prompt notification.
2. **Scoring and Ranking:** The PDSC will not assign scores or ranks to the EOIs. However, they may offer comments or recommendations to the Airport Commission about potential next steps.

Airport Commission Review: The Airport Commission will review all complete EOIs, along with PDSC's comments and recommendations, at their meeting on June 27th.

1. **Potential Next Steps:** The Commission will decide on the best course of action for each subject site based on the reviewed EOIs.

Here are some possible scenarios, though not exhaustive, that the Commission might consider:

- a. **Non-Conflicting EOIs:** If an EOI meets all submittal requirements, aligns with Airport guiding documents, and doesn't conflict with other EOIs in terms of location, access, or business activities, the Commission may direct staff to engage in project planning and lease negotiations with the Respondent(s). However, successful lease negotiations are not guaranteed.
- b. **Collaborative Development:** If there are multiple complete EOIs for a single site that align with the Airport's guiding documents and can coexist or benefit from each other, the Commission may encourage Respondents to collaborate on a joint development plan.
- c. **Conflicting EOIs:** In cases where multiple EOIs conflict with each other, the Commission may issue one or more Requests for Proposal (RFP). Only respondents who meet the submittal requirements of the original REOI will be invited to participate in the subsequent RFP(s).

Important Note: This process is preliminary, and the Airport Commission reserves the right to take any action they deem appropriate or decide to take no further action at all.


FW: EOI Proposal for Site B from Professional Aircraft Services, LLC.

EOI #1

Jack Hamill <Jack.Hamill@cityofloveland.org>

Thu 6/13/2024 2:39 PM

To: Aaron Ehle <Aaron.Ehle@cityofloveland.org>

 2 attachments (4 MB)

CCF_000341.pdf; CCF_000343.pdf;

Aaron,

This is the first of seven emails received for Airport Development Opportunity RFI.

Jack

From: 1c152 Cecil <1c152@msn.com>

Sent: Thursday, June 13, 2024 11:56 AM

To: Bids <Bids@cityofloveland.org>; Aaron Ehle <Aaron.Ehle@cityofloveland.org>

Subject: [External] EOI Proposal for Site B from Professional Aircraft Services, LLC.

To Whom It May Concern:

My name is Terry Cecil, I am the current owner of Professional Aircraft Services, LLC, a general aviation maintenance company located within the Fort Collins-Loveland Jet Center at the Northern Colorado Regional Airport. We are a family-owned business and currently have 7 full time employees including myself and my wife Kelly Cecil as the owners and 5 part time employees. We have been in business here for 29 years serving the Northern Colorado Regional Airport and surrounding area. We are interested in the possibility of building a new facility here on the airport in the North/West corner of Site B at the intersection of Earhart Rd and Lear Dr. We feel that the location of Site B would work best for our business with good visibility as potential customers enter the Airport and the close proximity of aircraft hangars and main aircraft ramp access. Attached to this email are two conceptual drawings of a hangar facility for us to operate our business (PAS) and also incorporating some box hangars to be sold or leased to private owners as part of a Condo Association for the new facility. We are looking at different square footage options that will work for all interested parties. We would like to have the hangar space for future growth of our business and the Airport. We are excited to work with the City of Loveland and the Northern Colorado Regional Airport to make a bright future for our business (PAS) and continue the Airports progress as it grows with our aviation community. We are working with multiple interested parties to help with the financial investment, financing or ownership interests in the facility. Please let me know if there are any questions.

Thank you

Terry and Kelly Cecil /Owner's

Professional Aircraft Services, LLC.

4824 Earhart Rd.

Loveland, CO 80538

PH: 970-679-4633

Email: 1c152@msn.com or office@profairservice.com

Website: <https://profairservice.com/>



WALL LINER PANEL SCHEDULE	
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EOI #1

BIG JOHNSON BUILDERS
We Build Quality!

PROJECT NAME: PROFESSIONAL AIRCRAFT SERVICES 3.0A
LOVELAND, CO

CUSTOMER NAME: BIG JOHNSON CONSTRUCTION
FORT MORCIN, CO

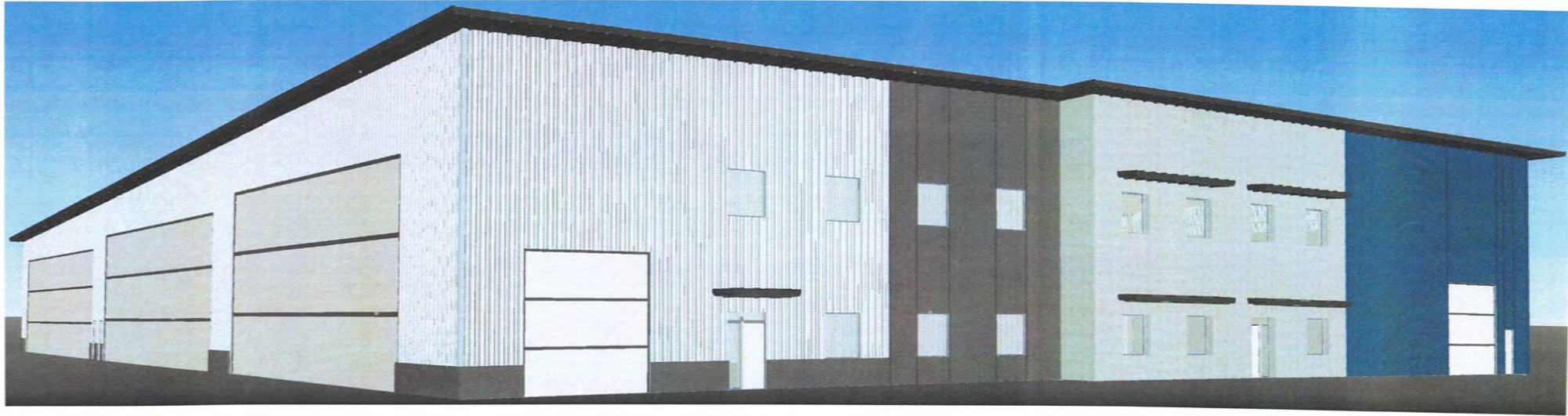
DO NOT USE FOR FINAL CONSTRUCTION

SHEET TITLE: PRELIMINARY FLOOR PLAN

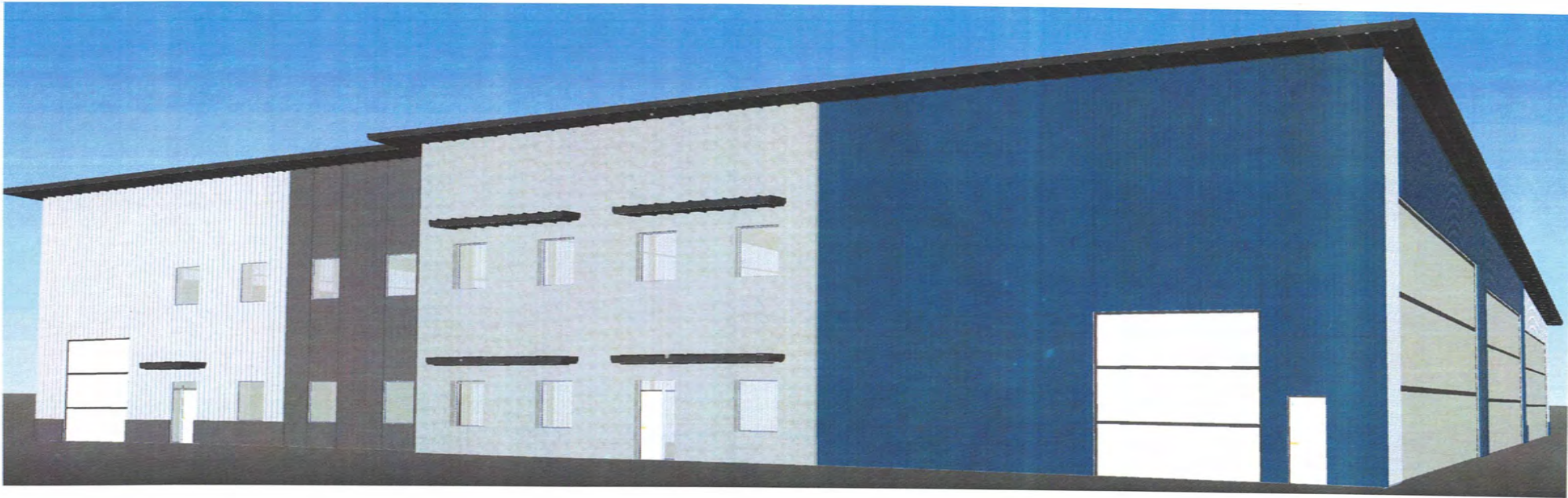
SHEET NUMBER: FP1

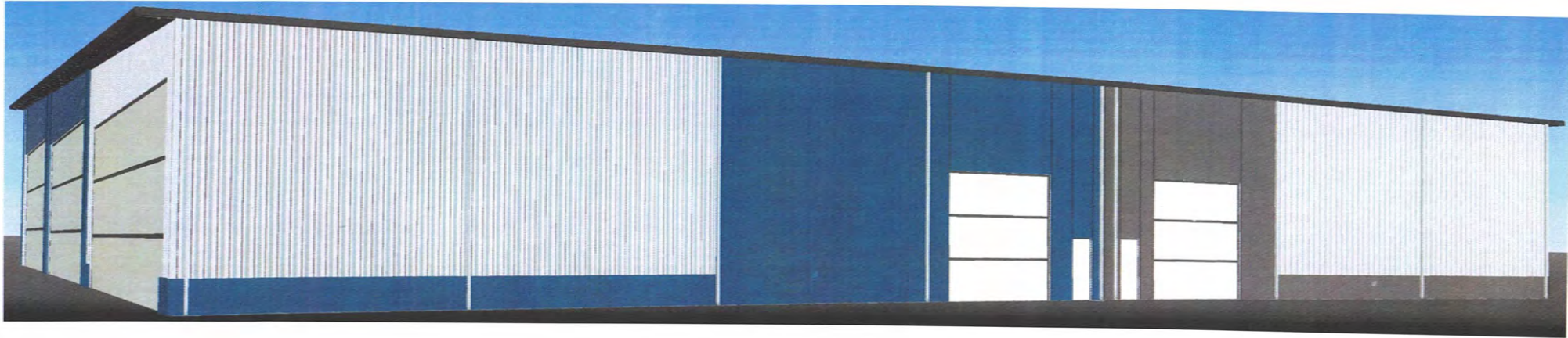
QUOTE NUMBER: N1H-23294

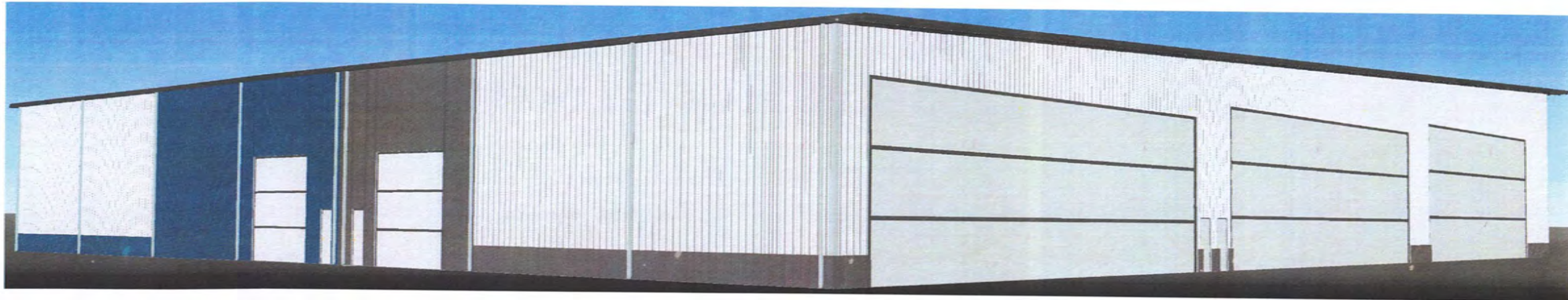
Column locations marked with "*" are designated as Most Economical (Pipe, Tube, or I-Shape) and will be determined at final design.



EOI #1







REQUEST FOR EXPRESSIONS OF INTEREST

NORTHERN COLORADO REGIONAL AIRPORT DEVELOPMENT OPPORTUNITY

SOLICITATION NUMBER | 2024-045

ADDENDUM #1 | 05.31.2024

EOI #2

Prepared for:

CITY OF LOVELAND & FORT COLLINS

ATTN: Aaron Ehle

Submitted by:



SCION AVIATION, LLC

3693 E County Rd 30
Fort Collins, CO 80528



CENTURY HELICOPTERS, INC.

2001 Airway Ave.
Fort Collins, CO 80524



DOUB BTS

25528 Genesee Trail Rd.
Golden, CO 80401



**LEAR EARHART
HANGAR ASSOCIATION**

3111 Meadowbrook Pl.
Dacono, CO 80514



LETTER OF INTEREST

EOI #2

.....

We are pleased to submit this expression of interest for a joint venture involving Scion Aviation, Century Helicopters, Doud BTS, and the Stephen Hayne Group. Our consortium is eager to participate in the development of site "C" at your airport.

We propose leasing airport property to establish specialized aeronautical facilities. These facilities will be dedicated to commercial rotary and fixed-wing aircraft maintenance, manufacturing, and storage. Additionally, our plan includes the establishment of dedicated EAA hangars and facility.

In this project, Stephen Hayne will introduce much-needed T-hangar and box hangar storage facilities available to the public. Century Helicopters plans to construct two facilities: a 30,000 square foot hangar and office, along with a second 12,000 square foot hangar dedicated to rotary and fixed-wing maintenance. Doud BTS will provide a 12,000 square foot hangar for storage and maintenance of helicopters for UC Health Medical Center of the Rockies.

Scion Aviation will develop multiple hangars, facilitating the expansion of their rotary and fixed-wing manufacturing operations, as well as providing additional storage for aircraft.

Additionally, with the support of the community, we plan to construct an EAA hangar for community activities and events. This building will include two T-hangars, three larger hangars for maintenance and storage, as well as banquet space and conference rooms.

Our goal is for this facility to serve as a hub for community engagement, raising awareness about aviation and the numerous offerings of the airport. We believe this initiative will foster stronger connections between the aviation community and the general public.

We look forward to the opportunity to collaborate on this exciting project and to contribute to the growth and development of your airport.

Partners:

Scion Aviation | 3693 E County Rd 30, Fort Collins, CO 80528 | Jim Sampson (970)-218-2101

Century Helicopters | 2001 Airway Ave, Fort Collins, CO 80524 | Philip Glasgow (970)-219-8214

Doud BTS | 25528 Genesee Trail Rd. Golden, CO 80401 | Knox Taylor (703)-656-6220

Stephen Hayne Group | (970)-413-2118


Jim Sampson,
CEO Scion Aviation



PROJECT NARRATIVE

EOI #2

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This is a proposal for Site "C", located in the northeast portion of the airport. The intent for this property is to develop a mix of hangar space and office space to support these uses. It is anticipated that the site will develop from east to west and includes a mix of office and hangar space to support maintenance, storage of aircraft, educational programs and manufacturing space. This project is envisioned to be constructed in two phases.

Phase1:

Century Helicopters will construct the first two buildings located adjacent to Rickenbacker Road and Rockwell Avenue. They will build a 30,000 sq. ft. hangar, in order to relocate their main operations from the old Fort Collins airport. In addition, they will construct a smaller 12,000 sq. ft. hangar for overflow operations and storage. Their primary operations involve commercial general maintenance on PT. 27 & 23 aircraft. Additionally, they specialize in outfitting aircraft with special equipment and modifications for federal agencies, such as the FBI, Coast Guard, Border Patrol, and others. To the south of their primary hangar, there will be an extended tarmac area for simple track and balance maintenance for helicopters.

West of the Century Helicopter buildings, DOUD BTS will erect a 12,000 sq. ft. hangar on behalf of Reach. This hangar will provide general maintenance for an average of 2-3 PT. 27 aircraft, with services extending across three to five states. Additionally, they will offer pilot training and qualification programs. The helicopters maintained and stored in this facility will primarily support nearby hospitals, such as UC Health of the Rockies

The EAA hangar will feature a main building of 9,250 sq. ft. This structure will include three hangars for aircraft storage and maintenance, along with meeting lounges and a banquet room. The primary purpose of this building is to provide a venue for the aviation community to host events and engage in social activities. It will also serve as an outreach center to educate the general public about aviation, aiming to foster a better relationship between the airport and the community.

Two additional 9,250 sq. ft. T-hangar buildings will be constructed for aircraft storage and to provide space for individuals to build and maintain personal aircraft. These hangars aim to offer a supportive environment where people can receive assistance and education on their projects.

The EAA facility will be operated by volunteers and will organize events such as airshows, fly-ins, rallies, and educational programs.

West of The EAA facility, Scion Aviation will have a 12,000 sq. ft. hangar which will be used to expand their manufacturing and office spaces. This hangar will be shared by both Scion Aviation and Scion Helicopters. The facility will focus on the manufacturing and assembly of PT. 27 and PT. 23 aircraft. The expanded office spaces will allow the company to expand their employee base as well.

Lear Earhart Hangar Association will be constructing a series of simple T-hangars and box hangars available for lease. These facilities will cater to individuals needing space to store and perform maintenance on their personal aircraft. Many of these structures will be smaller than 12,000 sq. ft.

The operations area will be paved, including a taxi lane to provide access from the hangars to the taxiway. Security fencing and designated badge-in gates, per TSA security standards, will be used to separate the public portion of the structures (typically office space) from the secured portion of the airport. Employee and public parking will be located north of the security fence.



PROJECT NARRATIVE

EOI #2

As this is a joint venture, each party will be responsible for the erection of their respective facilities and lease agreements. However, there will be collaboration on major construction aspects such as earthwork, utilities, asphalt, concrete, and fire access.

A new 24" water line and an existing sewer line are located near the northern boundary of Site C. An 8" water loop line is proposed to run adjacent to the buildings and parallel to the existing 24" line, pending coordination and approval with the water district. The gas, electric, and stormwater infrastructure will be extended from the corner of Rockwell Avenue and Rickenbacker Road to the west side of the site. This will allow the gas and electric companies to loop the lines back to CR30 through an existing utility easement, located on the Scion Aviation's property. Additionally, stormwater drainage will be directed into the existing detention area on airport property.

There is an existing access easement located in the northwest portion of the Scion Aviation property. The extension of the road, via this access easement, will provide secondary fire access to Site C.

Phase 2:

Phase 2 includes the construction of two hangars for Scion Aviation, one 12,000 sq. ft. and the other 30,000 sq. ft. Scion is composed of two divisions: Scion Aviation and Scion Helicopters. The hangars will support both divisions of the company. Scion Aviation focuses on fixed-wing aircraft modifications and assembly, along with drone manufacturing, for which they hold contracts with the US Military. Scion Helicopters will concentrate on small helicopter chassis, modifications, bodywork, and assembly. The development of these hangars will provide necessary space for expansion of the company and the ability to increase the employee base in Loveland.

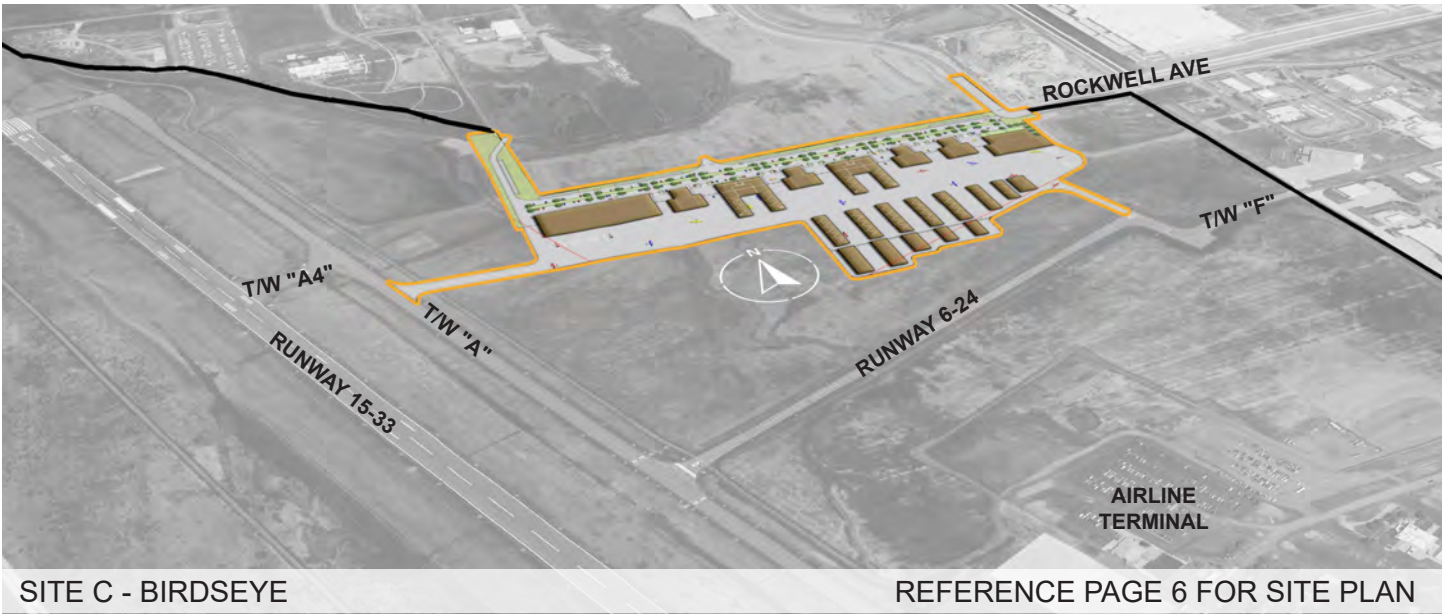
An existing access easement is located in the northwest portion of Site C, which will allow for a secondary access connection to the site. This road will ensure the safe passage of manufactured parts, supplies, and aircraft. A security gate will be installed on this road to meet TSA security standards, securing both the airport property and Scion Aviation property from the public. Additionally, a Knox Box will be installed to maintain emergency access to the site.

Additionally, a small grass runway will be created on the north margin of runway 6/24 for use by small aircraft, providing a landing area that is more forgiving on bush type tires and ultralight type aircraft. This runway will be maintained by the volunteers of the EAA and other associated groups.



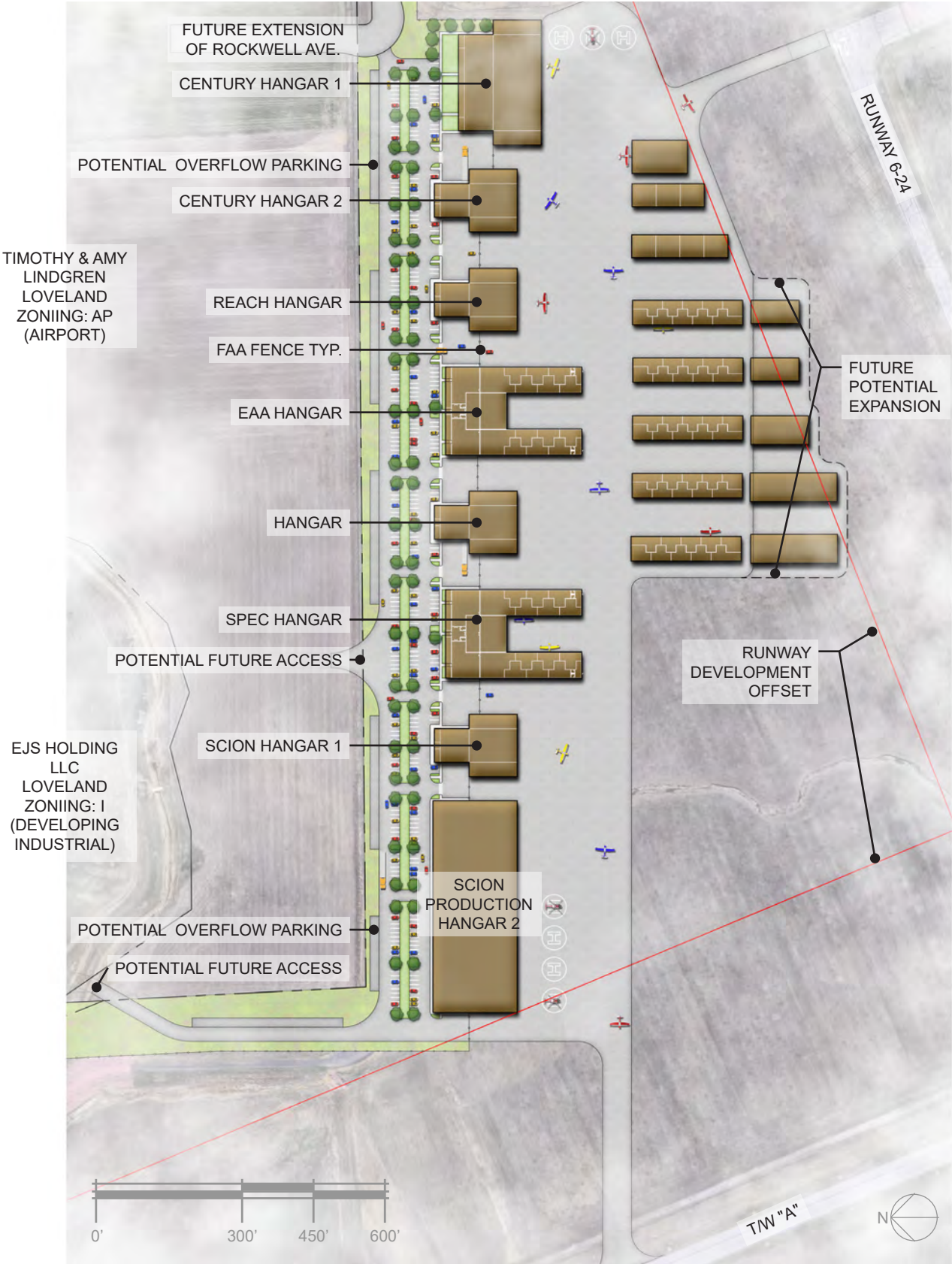
PROJECT LOCATION

EOI #2



SITE PLAN

EOI #2



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This joint venture will be structured financially to ensure clarity and equity among the participating parties. Each leaseholder will bear the full responsibility for financing the construction of their individual facilities. This includes securing funds for their specific buildings, whether through personal capital, construction loans, or other financing means from their respective banks. The leaseholders will manage and oversee the erection of their facilities, ensuring that each building meets the necessary standards and specifications. However, the costs associated with the major infrastructure required to complete the overall project will be evenly distributed among the five participating parties. This shared infrastructure includes several critical components essential for the project's success:

- 1. Earthwork:** The initial preparation of the land, including grading, excavation, and leveling, to ensure a solid foundation for all structures.
- 2. Water Infrastructure:** Installation of water lines, including a proposed 8" loop line in front of the northern buildings, to provide water meters and fire risers.
- 3. Gas Infrastructure:** Extension of gas lines from the corner of Rockwell Avenue and Rickenbacker Road to the far west side of Phase 2, ensuring a reliable gas supply for all facilities.
- 4. Electric Infrastructure:** Extension of electric lines from the same corner to support the power needs of all new buildings.
- 5. Stormwater Management:** Implementation of stormwater drainage systems to direct water into the existing retention area on airport property, preventing flooding and ensuring proper water management.
- 6. Asphalt Paving:** Paving of roads, taxi lanes, and access routes to ensure smooth and durable surfaces for vehicular and aircraft movement.
- 7. Curb and Gutter:** Installation of curbs and gutters to manage runoff and protect the paved surfaces.
- 8. Fencing and Security Gates:** Construction of security fences and gates to meet TSA standards, ensuring the safety and security of the airport property and individual facilities.

By distributing these costs evenly, the joint venture ensures that each party contributes fairly to the shared infrastructure that benefits all participants. This collaborative approach also helps in streamlining the project timeline and reducing individual financial burdens.

The financing of these infrastructure components will involve a combination of methods, including pooling of resources, coordinated loans, and potentially shared investment agreements. Each party will be responsible for securing their share of the funding, whether through their financial reserves, construction loans from banks, or other financial instruments.

This structured financial approach not only promotes fairness and cooperation among the leaseholders but also ensures that the project's infrastructure is robust, well-planned, and capable of supporting the diverse range of activities envisioned for this development.



COMPANY PROFILES & EXPERIENCE

.....



SCION AVIATION, LLC

3693 E County Road 30
Fort Collins, CO 80528

EOI #2

About Us: Scion Aviation provides custom solutions for advanced composite manufacturing needs within the Aerospace markets. Ranging from small drone parts and assemblies, to full-sized aircraft, we can do it! When quality matters, Scion is here. With State-of-the-Art machinery and equipment paired with decades of knowledge and expertise, Scion provides an experience that is a step above our competitors. Scion Aviation provides tooling, structural components and assemblies to meet customer specifications. Scion is a strategic partner, as we recognize what qualities and parameters are necessary to achieve effective manufacturing efficiency. We work closely with our customers to achieve both desired quality and performance. We pride ourselves on our customer service and communication with our clients to ensure that the end product meets requirements and needs.

Officer: Jim Sampson

Experience: Officer-Jim Sampson, CEO, started Scion in 1994 out of a desire to improve fit and finish in composite structures. He has spent the last 30+ years developing solutions and efficiencies for composite manufacturing.



CENTURY HELICOPTERS, INC.

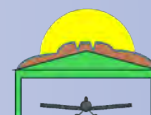
2001 Airway Ave.
Fort Collins, CO 80524

About Us: Century Helicopters, Inc. represents Bell Helicopter Textron and Robinson Helicopter as a factory authorized service center. The company is responsible for providing factory warranty work and support to customers with these types of aircraft. To obtain a service center relationship, the company must show consistent quality and performance, maintain a minimum inventory of parts, keep technicians trained as new methods and aircraft come to market, as well as be an approved FAA repair station (FAA #PN5R125N).

Officer: Philip Glosgow

Experience: Century provides a wide range of services for aircraft owners and operators. These services include:

- Aircraft Inspection / Maintenance
- Parts Sales
- Aircraft Repair
- Component Overhaul
- New Aircraft Completion
- Aircraft Refurbishment
- Avionics Installation and Repair
- Airframe Accessory Installation and Repair
- Custom Installation
- Aircraft Recovery
- Aircraft Fuel and Storage



COMPANY PROFILES & EXPERIENCE



DOUD BTS
25528 Genesee Trail Rd.
Golden, CO 80401

EOI #2

- About Us:** Doud BTS, Inc. is a full-service build-to-suit and lease-back specialist that has been based in Golden, CO for the past 25 years. The company has developed and leased over 6,000,000 square feet of commercial property across a variety of industries in 37 U.S. states. We currently own and manage in excess of 1,000,000 square feet in 20 different states.
- Structure:** Doud BTS, Inc. is a single-shareholder S-corp owned by Ben Doud and the company will act as its own General Contractor for this project. Mr. Doud will be the Managing Member for a separate LLC that will be established to hold this property.
- Officer:** Knox Taylor
- Experience:** The facility planned under this proposal will be leased to Global Medical Response, Inc. (GMR) the parent company of REACH Air Medical Services, the aircraft operator at FNL. Based in Lewisville, TX, GMR provides ground and air emergency medical services and air and ground interfacility transportation around the world. GMR employs over 37,000 people with a ground fleet of over 8,000 vehicles, 375 rotary wing aircraft, and 123 fixed-wing aircraft.

Doud BTS built a 33,000 square foot combined hangar and training facility for GMR in the Dallas-Ft Worth Metroplex in 2019 which included 10,000 square feet of hangar space, full-motion aircraft simulators, as well as office and classroom facilities. In 2024 Doud BTS began construction on an additional 30,000 square foot facility at the same location. In addition, Doud BTS has two more GMR facilities planned in other U.S. states.



**LEAR EARHART
HANGAR ASSOCIATION**
3111 Meadowbrook Pl.
Dacono, CO 80514

- About Us:** The Lear Earhart Hangar Association is a group of pilots and airplane owners interested in helping resolve the need for affordable airplane storage at Northern Colorado Regional Airport(NOCO).As local pilots, we have along-term, vested interest in the success of the airport-we want it to thrive. We are committed to being as “green” as possible and will explore both geothermal and solar to reduce the climate footprint of the development.
- Officer:** Stephen Hayne | Buster Downey | Emarit Ranu
- Experience:** Association members were involved in the build of the most recent T-hangar complex (Fort-Love Hangar Association) and served on their board extensively. We are very familiar with the airport, lease and build process.





DOUD BTS, INC.

**25528 GENESEE TRAIL ROAD
GOLDEN, COLORADO 80401
(303) 462-3604 TEL
(303) 462-3739 FAX**

EOI #3

10 June 2024

Northern Colorado Regional Airport Commission
Attn: Aaron Ehle
4900 Earhart Rd. Loveland, CO 80538

Re: Expression of Interest in an Airport Development Opportunity per Solicitation #2024-045

Dear Sir or Madam,

Doud BTS, Inc. is pleased to submit the following proposal for the development a 12,000 square foot aircraft hangar on a 1.5-acre tract within Site C at the Northern Colorado Regional Airport for the use of REACH Air Medical Services, a Global Medical Response, Inc. (GMR) company that currently operates 8 emergency medical evacuation aircraft serving the residents of Colorado.

The proposed development includes an aircraft hangar facility which will be used to house and maintain the H125 Airbus helicopter that REACH Air currently operates from FNL in support of UC Health providing a critical capability for the local community. The facility will also be used to support the maintenance of 7 other helicopters that serve other communities across Colorado and Wyoming.

GMR is a worldwide leader in the areas of emergency medical evacuation and patient relocation. Expanding their operations at the Northern Colorado Regional Airport will enhance access to these critical life-saving services for the residents of Colorado as our region continues to grow. Please see below for the additional details requested under section IX of the REOI.

We look forward to the opportunity to contribute to the continued success and growth of the Northern Colorado Regional Airport.

Sincerely,

Ben R. Doud
Doud BTS, Inc.

Appendix A: Respondent information:

Founded and owned by Ben R. Doud, Doud BTS, Inc. is a full-service build-to-suit and lease-back specialist that has been based in Golden, CO for the past 25 years. In that time, the company has developed and leased over 6,000,000 square feet of commercial property across a variety of industries in 37 U.S. states. We currently own and manage in excess of 1,000,000 square feet in 20 different states. In addition to our extensive experience building for clients in the oil and gas industry, Doud BTS has constructed retail stores, hotels, office buildings, high-security facilities for the federal government, and other airport facilities that are subject to FAA regulation and permitting requirements.

Doud BTS, Inc. is a single-shareholder S-corp owned by Ben Doud and the company will act as its own General Contractor for this project. Mr. Doud will be the Managing Member for a separate LLC that will be established to hold this property.

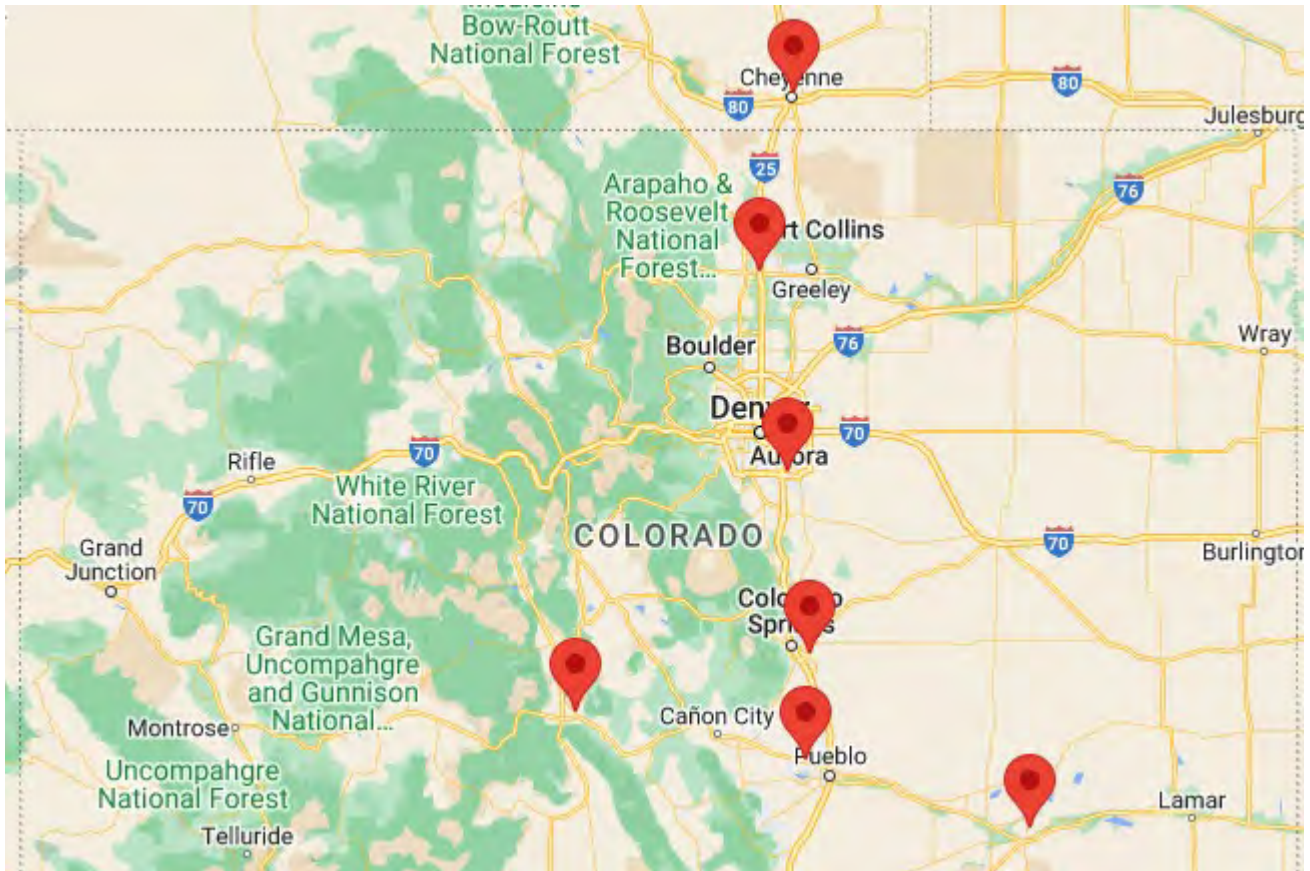
The facility planned under this proposal will be leased to Global Medical Response, Inc. (GMR) the parent company of REACH Air Medical Services, the aircraft operator at FNL. Based in Lewisville, TX, GMR provides ground and air emergency medical services and air and ground interfacility transportation around the world. GMR employs over 37,000 people with a ground fleet of over 8,000 vehicles, 375 rotary wing aircraft, and 123 fixed-wing aircraft.

In 2019, Doud BTS built a 33,000 square foot combined hangar and training facility for GMR in the Dallas-Ft Worth Metroplex. This facility included 10,000 square feet of hangar space, full-motion aircraft simulators, as well as office and classroom facilities. Based on the success of that facility and GMR's continued growth, in 2024 Doud BTS began construction on an additional facility at the same location with over 30,000 square feet of space between the aircraft hangar and a second training facility. In addition to this proposed project at the Northern Colorado Regional Airport, Doud BTS has two more GMR facilities planned in other U.S. states.

Doud BTS, Inc. has a long track record of successful construction and development projects of this type, as well as recent experience building on airport property and in compliance with FAA regulations, as noted above.

For specific questions about this proposal, please contact one of the following individuals:

- Knox Taylor, Project Manager, knox@doubts.com, 703-656-6220 (mobile)
- Shannon Giblock, Chief of Operations, shannon@doubts.com,
- Theresa Anderson, Chief Finance Officer, theresa@doubts.com,



REACH Air Medical Services helicopters based in Colorado and Wyoming.

H125

The H125 helicopter, also known as the AStar AS350, is a single-engine aircraft with stellar performance. It's an American made machine with enhanced maneuverability and performance. It provides exceptional visibility and can maintain its performance from sea level all the way up to 9,000 feet. Its average cruising speed is 135 mph and has a maximum range of about 345 miles.

The H125 is perfect for air medical transports because of the low vibration levels in the cabin and its four-passenger capacity.



Appendix B: Project description:

EOI #3

The Project: This planned facility, provisionally dubbed “REACH Air – Loveland,” will consist of an aircraft hangar that is nominally 12,000 square feet measuring 100’ x 120’ situated on a 1.5 acre tract within Site C. The building will serve as a maintenance hangar for the REACH Air H-125 Airbus helicopter that currently operates from FNL and which serves the UC Health Medical Center of the Rockies in Loveland, CO. In addition, this hangar will also serve as the regional maintenance facility for 7 other REACH Air helicopters based in Englewood, Colorado Springs, Pueblo, Salida, and La Junta, CO, as well as one aircraft in Cheyenne, WY. This dedicated facility will reduce aircraft downtime and greatly improve REACH Air’s medevac capabilities in the region.

Location: As depicted in the attached drawings, Doud BTS proposes to site this facility on a 1.5 acre tract in the southeast corner of Site C. The proposed tract nominally measures 335’ x 221’. Doud BTS is ready to break ground and begin construction as soon as the necessary approvals are obtained and the location of this selected site will enable us to complete construction on the shortest possible timeline. In addition, the selected site provides REACH Air with preferable approach and departure routes for its helicopters. That said, depending on other proposed plans for the development of Site C, the REACH Air hangar could be built in any number of locations on that property and Doud BTS is prepared to collaborate with the airport management and other developers to ensure all stakeholders are satisfied with the result.

Site Plan: This site would include a south-facing hangar, two helicopter pads, a taxiway connecting the site to the east end of Runway 6/24, and a 315’ north-south road between the facility and the intersection of Rickenbacker Rd and Rockwell Ave, at the northeast corner of Site C. The building will contain two separate bathrooms and office space which could accommodate up to eight REACH Air personnel. The majority of the area around this hangar will be paved to facilitate aircraft and vehicle movement. It also includes dedicated parking for 8 vehicles on the north side of the hangar.

Development Plan and Schedule: Doud BTS is prepared to break ground and begin construction immediately, pending approval and permitting from the Airport Commission, the City of Loveland, and the FAA. Following receipt of the necessary permits, construction can be completed and the site can be ready for operation within 180 days.

Financing: Construction costs for this project will be funded with company resources and are projected at approximately \$2,200,000.00. This represents less than 10% of the Doud BTS, Inc. annual construction budget.

Joint development: The quickest path to completion of this project will be development of a stand-alone facility by Doud BTS. That said, our plans could also be integrated with a larger effort to fully develop Site C and we are prepared to collaborate with other developers, should their financing and construction timelines align with ours.

Appendix C: Site Plan and Building Layout



EOI #3



EOI #3

General Notes

ALL DIMENSIONS ARE APPROXIMATE
ALL COLUMN LOCATIONS ARE APPROXIMATE
ALL LOCKERS AND FURNITURE TENANT SUPPLIED

NOT FOR CONSTRUCTION

No.	Revision/Issue 1	Date

GMR / REACH Air
Northern Colorado
Regional Airport
Loveland, CO



25528 GENESEE TRAIL
GOLDEN, CO 80401
303-462-3804 TEL
303-462-3739 FAX

KNOX TAYLOR

Date 5/14/2024

Scale DO NOT SCALE

Sheet

Site C 19.65 acres

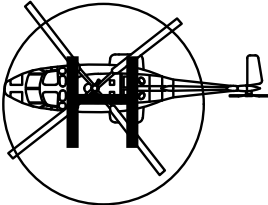
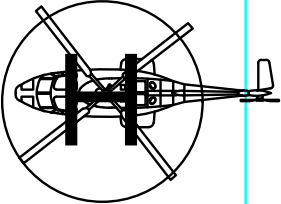
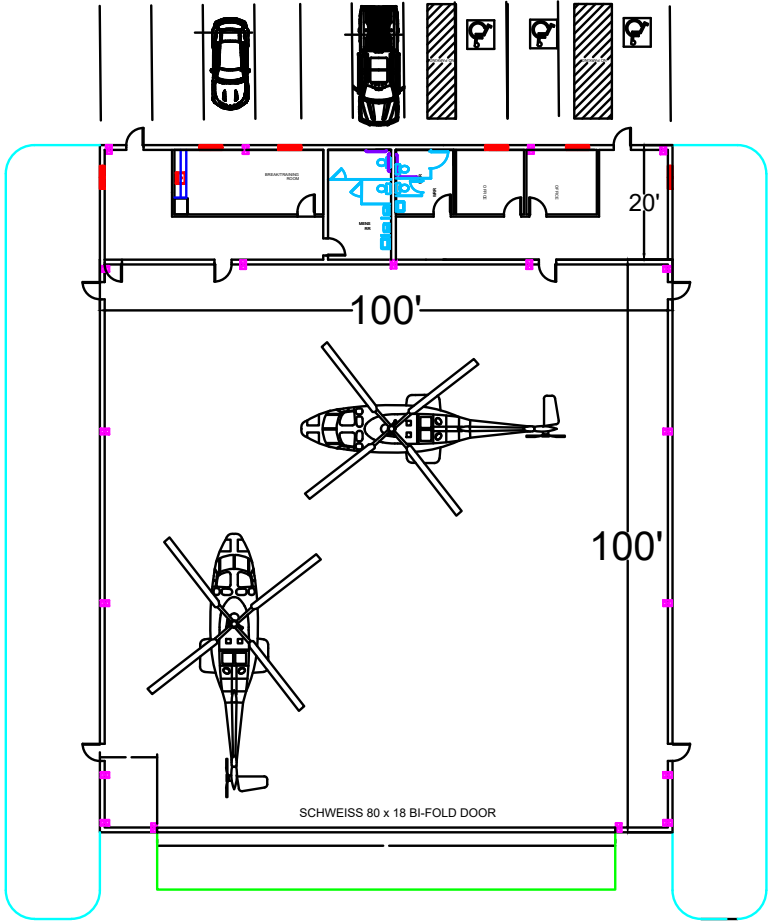
335'-5"

221'-7"

REACH Air
Regional Maintenance Facility
1.5 acres



335'-5"



EOI #3

REACH Air Regional Maintenance Facility 1.5 acres



General Notes

ALL DIMENSIONS ARE APPROXIMATE
ALL COLUMN LOCATIONS ARE APPROXIMATE
ALL LOCKERS AND FURNITURE TENANT SUPPLIED

NOT FOR CONSTRUCTION

No.	Revision/Issue	Date
	1	

GMR / REACH Air
Northern Colorado
Regional Airport
Loveland, CO

DOUD RTS

25528 GENESEE TRAIL
GOLDEN, CO 80401
303-462-3804 TEL
303-462-3739 FAX

KNOX TAYLOR	Sheet
Date 5/14/2024	
DO NOT SCALE	

Request for Expression of Interest (RFEOI)

Dear Members of the Ft. Collins Loveland Airport Board,

We are writing to express our interest in expanding and enhancing the infrastructure of the Ft. Collins Loveland Airport through the construction of three new hangars. Our proposal includes a 100' x 90' hangar for Philip Glasgow, as well as two additional hangars, one 70' x 60' for Bulldawg LLC and another 150' x 60' for Cichos Construction. These projects will further support the airport's growth and development, aligning with its vision of being a premier aviation hub.

Cichos Construction Overview

Exemplary Work and Rich History

Founded in 1980 by Conrad Cichos Sr., Cichos Construction has a longstanding history of excellence in the construction industry. For over four decades, we have been a trusted name, known for our commitment to delivering high-quality projects.

Founding Principles

At the core of Cichos Construction's success are the principles of reliability, honesty, dependability, efficiency, and trustworthiness. These values, instilled by our founder, have been upheld by his sons, Conrad and Matt Cichos, who have led the company since 2006. These principles guide our operations, ensuring every project is executed with the utmost integrity and professionalism.

National Certification

Cichos Construction is certified to build anywhere in the United States. This certification underscores our dedication to meeting and exceeding the highest industry standards, showcasing our ability to deliver exceptional results across various locations and project scales.

Local Impact

Since 2018, Cichos Construction has played a pivotal role in the development of the Ft. Collins Loveland Airport. We have successfully completed the construction of four hangars, enhancing the airport's facilities. Our team recognizes the importance of these structures not only in their functionality but also in representing the airport's image to the flying public and local communities.

Commitment to Quality

Looking ahead, Cichos Construction remains committed to providing high-quality products that align with the airport's vision. We strive to understand and meet the unique needs and aspirations of the Ft. Collins Loveland Airport, ensuring our projects exceed expectations.

Our Vision

We envision our projects as symbols of reliability, efficiency, and excellence, contributing to the airport's identity. Cichos Construction is dedicated to creating spaces that inspire confidence and pride among the flying public and local community.

Proposed Hangar Projects

Hangar for Philip Glasgow

Dimensions 100' x 90'

Purpose To accommodate Philip Glasgow's aviation needs

Hangar for Bulldawg LLC

Dimensions 70' x 60'

Purpose To support Bulldawg LLC's operational requirements

Hangar for Cichos Construction

Dimensions 150' x 60'

Purpose To expand our operations and further contribute to the airport's development

Conclusion

Cichos Construction stands ready to be your trusted partner in shaping the future of the Ft. Collins Loveland Airport. With a history rooted in principles of integrity and a track record of successful projects, we are eager to continue our collaboration and contribute to the airport's growth and success.

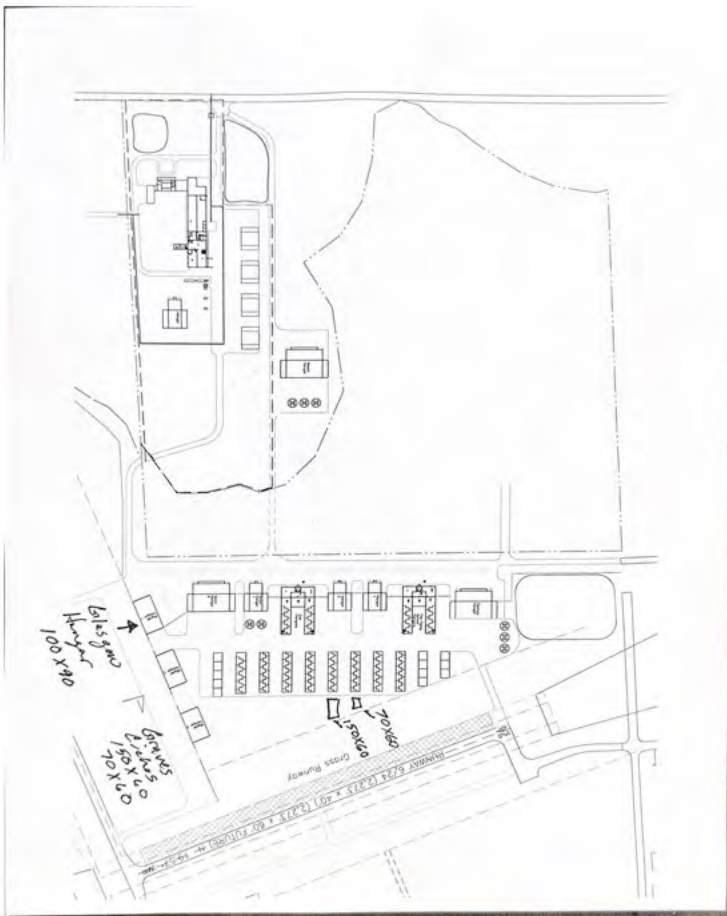
Thank you for considering our proposal.

Kind regards,

Conrad Cichos II

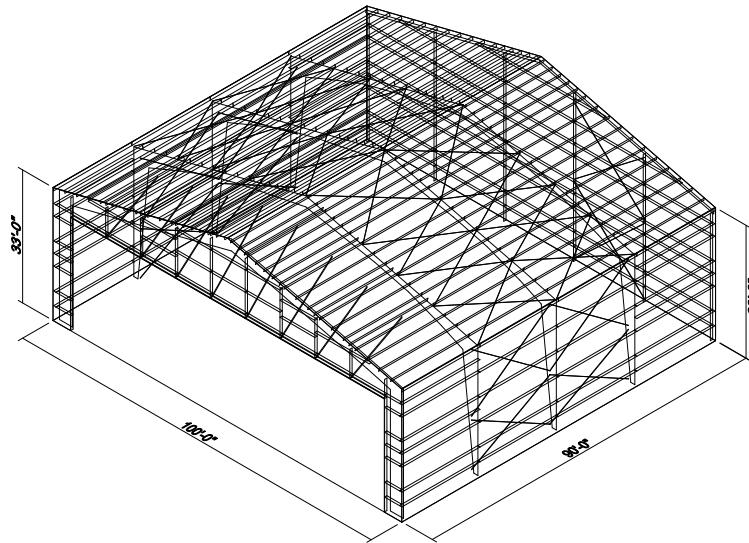
Cichos Construction

Area map:

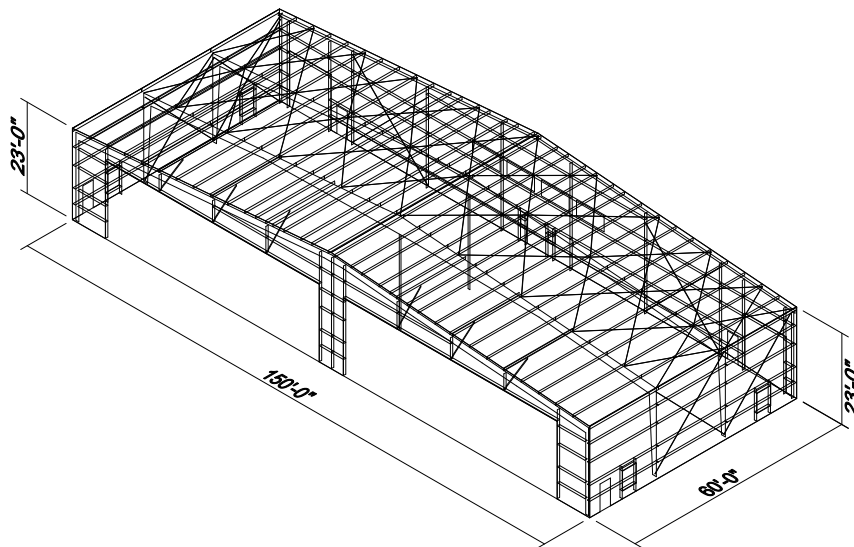


Glasgow 100' x 90'

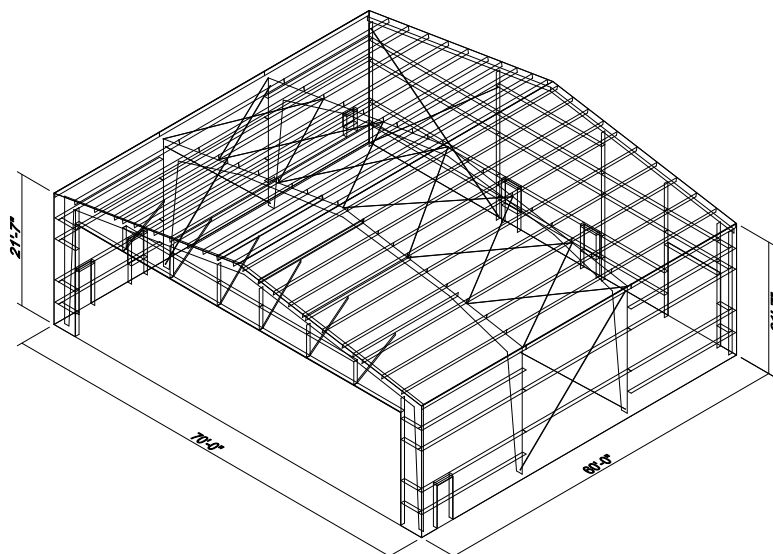
EOI #4



Cichos 150 x 60



Bulldawg 70 x 60



June 1, 2024

Northern Colorado Regional Airport Commission
on behalf of the Cities of Fort Collins and Loveland
4900 Earhart Rd
Loveland, CO 80538
Attn: Aaron Ehle

RE: Request for Expressions of Interest – Airport Development Opportunity – Solicitation #2024-045

Dear Mr. Ehle,

Pursuant to the Request for Expressions of Interest (“REOI”) for the Airport Development Opportunity, Solicitation #2012-045, [REDACTED] is hereby providing its Expression of Interest (“EOI”) for development of a single hangar on available development Site C.

A. Respondent Contact Information:

[REDACTED]

**Please redact all identifying information in this Proposal*

B. Respondent Legal Status: Corporation

C. Expression of Interest: In accordance with the Airport’s Ground Lease Agreement (“Lease”) and in alignment with the Airport’s and Cities’ policies and guiding documents, [REDACTED] proposes to design, entitle, finance, and construct a 15,000sf to 18,000sf, single-purpose hangar with associated office space to support aeronautical operations via ground lease at Site C.

D. Respondent Information:

[REDACTED]

[REDACTED] systematic approach to development and construction allows the flexibility necessary to ensure minimal impacts to airport operations during construction and efficient delivery of the development.

EXHIBITS:

Exhibit A: Submittal Details

Exhibit B: Additional Information

We appreciate the opportunity to submit this EOI and look forward to your feedback and further discussion.

Sincerely,

[Redacted Signature]

[Redacted Title]

EXHIBIT A: SUBMITTAL DETAILS

The proposed single-phase and single-purpose hangar will support flight operations. The hangar will be occupied by a single Heavy Business Jet. Additionally, the development will include office and conference space for a flight crew and flight planning operations. No commercial or other business activities will be conducted from the hangar. Flight frequency is typically weekly.

Project Location: the proposed hangar location is in the SE corner of Site C, north of Runway 6-26.



Site Plan: The hangar development will include roughly ~10,000sf to 12,000sf of hangar space, ~2,000sf of office space, ~1,500sf of vehicle garage space, and ~1,500sf of surface parking lot. A roughly 350lf vehicular access roadway connecting Rockwell Ave. to the hangar will be required. Additionally, a ~14,000sf airplane apron and a 340lf taxiway connecting the apron to Runway 6-24 will be required for the development. The anticipated total development area will be roughly 1.3 acres.



Schedule:

Design: It is anticipated that design is a 12-month process beginning with early conceptual reviews and programming. These early-stage designs will be available for Airport Staff Review as part of any required concept package. Design will continue through Schematic, Design Development, the Construction and Permit Drawings upon Staff and City approval. Civil design advances once utility needs are identified, sized, and confirmed with the local providers. [REDACTED] assumes all required utilities are located near Rockwall Ave and the regional 24-inch water line along the north and east boundaries of Site C will be installed with service connection points.

Entitlement: The schedule contemplates Airport Staff Review through a Concept Review Meeting, Planning and Development Subcommittee Review, and Airport Commission Approval. Drawing packages will proceed in tandem with the Airport Staff process requirements and City Concept Reviews, Formal Site Development Review, and Building Permit Review and Approvals, as needed. Entitlement is estimated as a 12-month process.

Construction: Construction begins at the completion of 100% CDs and receipt of Building Permits. This will be a single-phase delivery and construction duration is estimated to be 12 months.

ACTIVITY DESCRIPTION	2024												2025												2026						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
<u>Design:</u>																															
<u>City of Loveland Entitlement:</u>																															
<u>Northern Colorado Regional Airport RFEI & Development Process:</u>																															
<u>Construction:</u>																															
Building & Infrastructure Construction / Fitout																															

[REDACTED] will work with Airport Staff and City Officials during construction to minimize impacts to airport operations and coordinate infrastructure and utility connections with all providers.

Financing: [REDACTED] will internally finance the proposed hangar. It is assumed and this proposal is contingent on shared infrastructure, including vehicular access roadway, airplane apron, taxiway, associated civil work, and all utility extensions will be cost-shared with neighboring developments and respondents.

EXHIBIT B: ADDITIONAL INFORMATION

EOI #5

- a. [REDACTED] Aviation Experience Brochure / Organization Structure / Principal Officers



Into the Blue

EOI #6



Request for Expressions of Interest

Airport Development Opportunity - Site D

CLIENT:

Airport Commission / Planning & Development Subcommittee

Dave Ruppel, Chair

June 13, 2024

A Clear Vision of Excellence

EOI #6

RE: Request for Expressions of Interest; Opportunity Area D

Dear Mr. Ruppel and Commissioners,

Thank you for the opportunity to help further develop Northern Colorado's premier regional airport. With continued growth on the horizon, it is clear you are all here to stay and set a clear, long-term vision for the future. With developers, builders, and residents vying to be a part of the legacy, it is paramount the areas of opportunity are master planned in a clear and comprehensive way. Boyd Lake Self Storage, Terra Firma and Hauser Architects are experienced and humbled to take on this task of partnering this expression of interest. We are excited for an opportunity to work with the airport commission and staff to create a usable and implementable development proposal that provides a clear vision of excellence for the aeronautical industry and community for generations to come. We look forward to partnering with the commissioners and airport staff to siphon through the noise and drill down to what matters most. Through enticing development opportunities and cohesive layouts, we look forward to uncovering your needs and wants. Ultimately, Terra Firma and Hauser Architects will work to elevate the Northern Colorado Regional Airport to new heights through collaborative and thoughtful engagement.

Making Intentional Plans

We assembled a team of knowledgeable and passionate professionals who will work tirelessly to deliver the developments you desire. Hauser Architects and Terra Firma will partner with the PDSC members and airport staff to lead the project collaboratively. Our team includes in-house planning, architecture and engineering experts in aviation, urban design, and landscape architecture. We bring backgrounds in community planning, aeronautical master planning, water and sewer, stormwater management, project visualization, market and economic analysis, and public engagement to the table. Simply put, we are excited to continue to build upon our knowledge of the airport opportunities and will provide you with an unrivaled level of service and communication.

Our Plans Don't Collect Dust

Boyd Lake Self Storage, Hauser Architects and Terra Firma will be your trusted partners; we will give you the plans to make well- reasoned and sound decisions. Every step of the way, we will work with staff, provide sound planning, help the airport grow and develop, and move from planning to action with a clear vision and an implementable plan. This expression of interest plan will be created with actionable steps built with state-of-the-art planning and engineering solutions. With your help, all of these facets, together, will turn the plan into reality. We intend to deliver a phased aeronautical plan through a long-term land lease for Site D called ***Into the Blue*** that (1) is pilot-friendly, actionable, and can be modified as needed; (2) maintains your culture of accessibility and affordability for Northern Colorado; (3) puts a framework in place to allow for sustainable growth; and (4) is a forward-thinking and community-centric plan. We are excited to learn the ins and outs of what staff and the Commission want and will provide you with an unrivaled level of service and communication. In the end, planning is about helping a place define its own future and then providing that place with a road map of how to get there. We want to help the Northern Colorado Airport chart that course.

Sincerely,

A handwritten signature in black ink, appearing to be 'David Eisenbraun', with a stylized, flowing script.

David Eisenbraun, AICP | ASLA

Managing Partner

C: 701.388.2576 | **E:** David@TerraFirmaColorado.org | **W:** TerraFirmaColorado.org

Boyd Lake Self Storage, LLC:

Overview



Our Partners

Lance Fitzgerald
Managing Member & Operator

Jim Fitzgerald
Reinvestment, Inc.

Bill Evers
Evers General Construction

Ben Vestal
Argus Professional Storage Management

Nelson Miner
Prime Real Estate

Our Timeline

- 01

COL Conceptual Review
BLSS and the design team have already completed the conceptual review and been given the green light to move forward.
- 02

District Approval
We have met and coordinated this proposal with FCLWD and FCLSD and satisfied their criteria for this proposal.
- 03

REOI Approval
We are here! With this submission, we are excited to go through our next step of the process we have been committed to.
- 04

COL / Commission Review
Once approved, we will create the documents and refinements necessary to start going through the formal review process.
- 05

Build Out
We will execute the land lease once we have approved plans and break ground at the earliest date available.

Our Financing

With well over a 100 years of combined experience in commercial construction, real estate development and storage operations and maintenance, the team ready to develop this opportunity area is uniquely qualified to see it through. As partners, we have contracted and built millions of dollars of commercial buildings over the last 6 decades, including Boyd Lake Self Storage.

As we work through the formal approval process with the City and Commission, we will diligently focus on the lease rate discussions. The Boyd Lake Self Storage partnership group will continue to be the financial backing during this period.

Once approved plans are set into place and a lease rate is determined, a new entity will be formed that will work in tandem with BLSS and the airport. This group will finance the project based on the market and otherwise agreed terms.

Your Design Team

These are the people at the heart of our company and your success. This multidisciplinary team of professionals has been curated to fit the needs of your creative projects and make sure the airport's developments stand out in its reputation for providing excellent service and unparalleled quality in Northern Colorado.

As a multi-disciplinary firm, with work across the country, our philosophy is to come along side agencies and developers to provide support, education and sustainable planning practices that meet their specific needs. We are dedicated on improving the communities we work in and with, while ensuring that our comprehensive approach doesn't ever become a one size fits all. With our dedicated team of professionals, we are committed to being thoughtful and intentional with each project.



Alan Hauser, AIA
Principal Architect



David Eisenbraun, AICP
Managing Partner



Bryan DeForge
Project Manager



Joyce Hagen
Grant Writer



Caleb Jackson, AICP
Senior Planner



Rya Frederick
Associate Planner

Development Portfolio: Aeronautical Projects

With a comprehensive understanding of different construction delivery methods such as conventional competitive bidding, design/build, CM/GC, and negotiated construction contracts, our team ensures the owner's interests are upheld throughout the construction phase, adhering to the traditional AIA approach. The firm's commitment to excellence and their ability to effectively adapt to different project requirements have earned them a solid reputation in the development industry.

HOMESTEAD HANGARS



LOVELAND, CO

MODERN AVIATION CENTINIAL



ENGLEWOOD, CO

DISCOVERY AIR



LOVELAND, CO



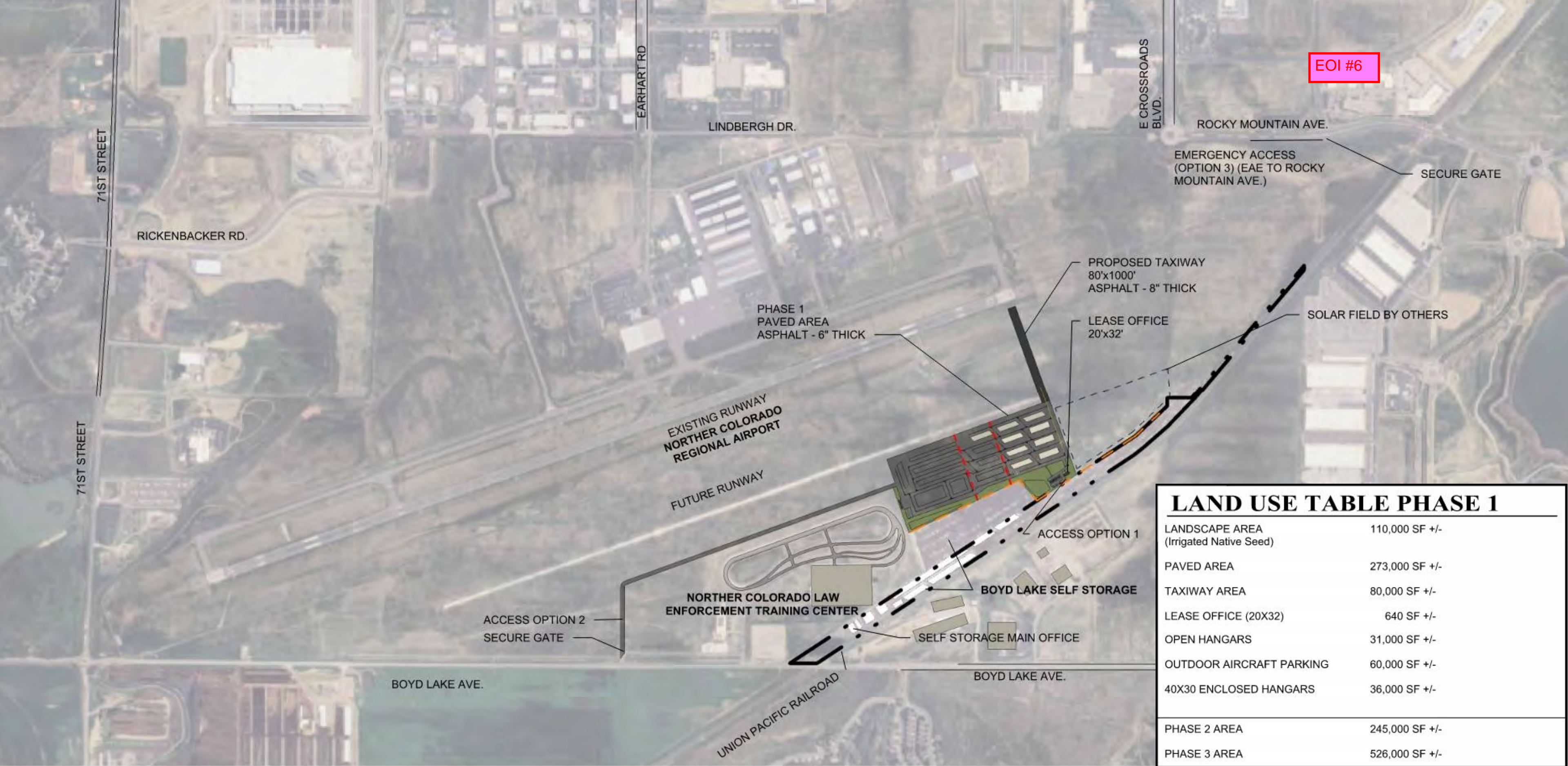
Project Description - *Into the Blue*

The conceptual hangar plan layout is intended to build off of the existing NCLETC in conjunction with the Airport's master plan. Based on the airport's A Influence Area this layout strives to meet the goals in laying the groundwork for successful long-term competitive land uses that benefit the communities at large, the airport and its needs and adjacent property owners. Into the Blue will complement existing development and foster future growth by bringing varied users and other destination amenities to the airport project.

The goal is to build out internal private road through the 105 developable acreage, connecting from the existing Boyd Lake Road entrance back and around down to Boyd Lake Self Storage and ultimately into the Airport with an emergency access easement to Rocky Mountain Avenue. This will provide both better Emergency Access to the entire airport as well as provide future access points. In addition to the private drive, we will also pull all necessary utilities into the site from where they are currently stubbed out at either the existing Boyd Lake Storage facility or NCLETC. By providing utilities into this western portion, it will provide long-term opportunities, and quite literally lay the groundwork for a wide variety of land uses to be developed as the market and airport desire.

No general public would be admitted into these areas and thus poses no direct conflicts with the Airport or NCLETC as they are intended to be fully fenced and gated to provide adequate TSA levels of security that all parties are comfortable with. Within this conceptual plan area areas dedicated for on-site parking, detention and circulation patterns for both vehicles and airplanes, which would satisfy the long-term buildout. Both the City of Loveland and adjacent Districts (FCLWD / FCLSD) have all agreed with the intent of the project and have no major concerns with this project moving through formal entitlements.

Our proposed hangars will offer a haven for pilots and their cherished planes. Designed with precision and practicality in mind, our facility boasts spacious T-hangars and outdoor tie-down pads ideal for short-term rentals, catering to the dynamic needs of pilots on the go. Whether you're a weekend warrior seeking a temporary home for your aircraft or a seasoned aviator looking for a hassle-free storage solution, our T-hangars provide the perfect blend of accessibility and security. With easy access to the runway and a dedicated team committed to ensuring your aircraft's well-being, our project plans on taking full advantage of the new terminal amenities and year-round climate. Our project is eager to take *Into the Blue* forward, being a part of the Airport's legacy.



OVERALL SITE PLAN.

Into the Blue

Boyd Lake Self Storage





Into the Blue

Hangar Build Out

EOI #6



Phase I

The first phase of construction will consist of two outdoor aircraft parking areas, and an even split of three open air hangars and three enclosed hangars. We will also construct the leasing office, detention areas and all other general infrastructure needed to make Phase I fully functional out of the gate.

Phase II

The second phase will have one outdoor aircraft parking area, two open air hangars and one enclosed hangar. This phase may also look at adding in other amenities, such as a fuel station and airplane wash.

Phase III

Finally, the third phase will be three open air hangars, one single sided open air hangar, and two enclosed hangars as the market dictates. Conversion of open air to enclosed may also happen as demand increases.

ENCLOSED HANGARS



OPEN AIR HANGARS



SITE D AERIAL PERSPECTIVE





NORTHERN COLORADO REGIONAL AIRPORT COMMISSION

Regularly Scheduled Meeting

June 27, 2024



Airport Development Request for Expressions of Interest (REOI) Review

Northern Colorado Regional Airport Commission

June 27, 2024

- At the March Airport Commission meeting, staff was directed to draft and issue a request for expressions of interest (REOI) for new Airport development
 - Goal – Collect information to understand market trends, assess developer interests and capabilities, and explore available options before determining next steps
 - Both aeronautical and non-aeronautical expressions of interest (EOIs) were solicited
 - Review
 - 6/18 – Planning & Development Subcommittee (PDSC) basic review of responsiveness/completeness and preparation of comments/recommendations
 - 6/27 – Airport Commission direction on how to proceed

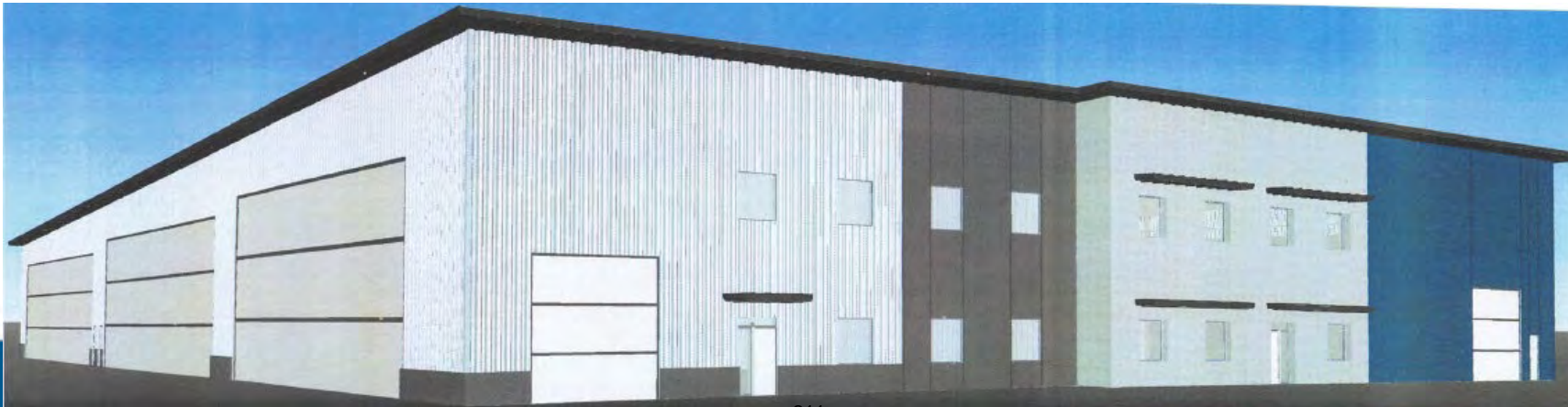
Background

REOI Sites



Site B

- One EOI from Professional Aircraft Services (EOI #1)
 - Aircraft maintenance company based at FNL for 29 years
 - Currently located in jetCenter hangar
 - 23,400 sq. ft. – 44,100 sq. ft. hangar building with office and restrooms

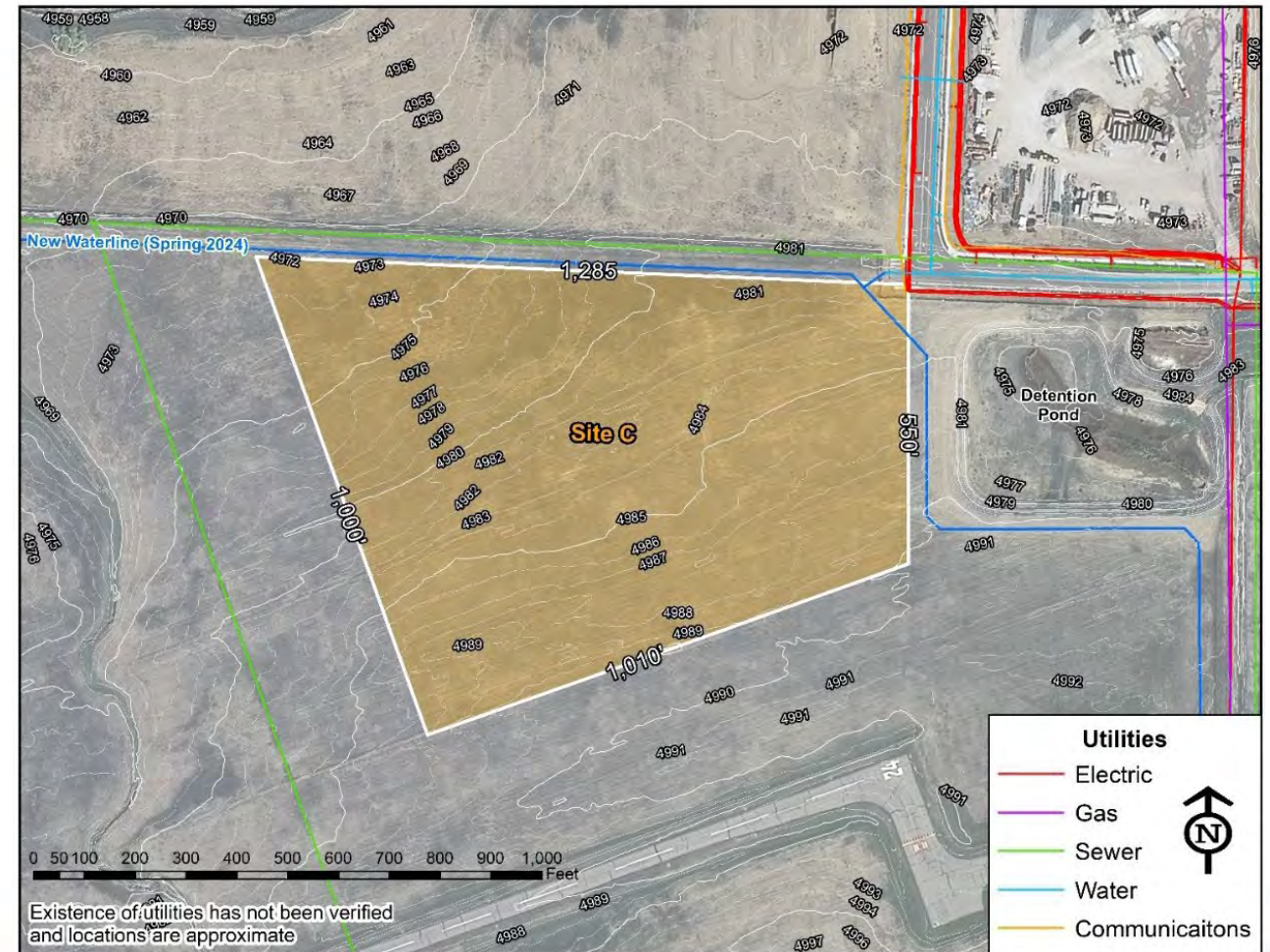


Responses

NORTHERN COLORADO
REGIONAL AIRPORT

Site C

- 4 EOIs
 - Joint Proposal A
 - Scion Aviation
 - Century Helicopters (Philip Glasgow)
 - Lear Earhart Association
 - Doud BTS (Reach Air Medical)
 - Doud BTS (Reach Air Medical)
 - Joint Proposal B
 - Philip Glasgow (Century Helicopters)
 - Bulldawg
 - Cichos Construction
 - Anonymous Company



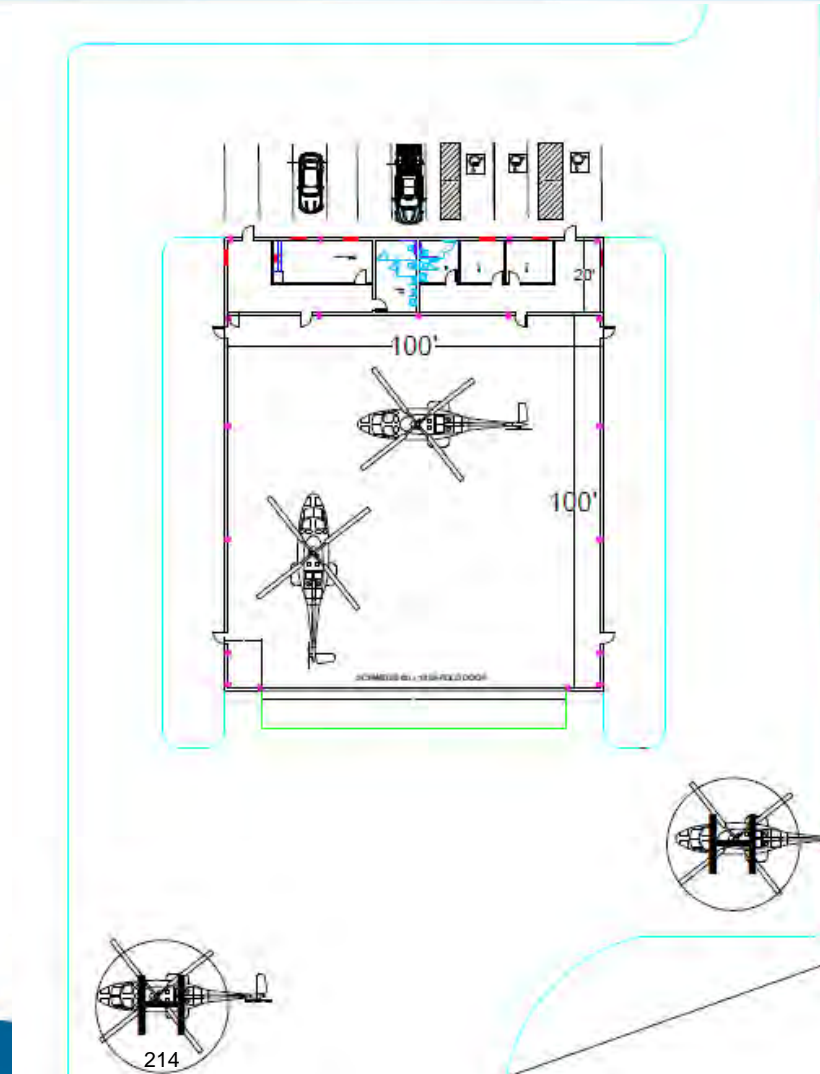
Site C

- Joint Submittal A (EOI #2)
 - Mixture of box hangars and T-hangars
 - Community EAA hangar
 - Phase 1 – Approximately 69 hangar units, 150,000 square feet
 - Phase 2 – 2 hangar units, 42,000 square feet.
Additional hangars TBD



Site C

- Doud BTS (EOI #3)
 - 12,000 square foot helicopter hangar for Reach Air Medical
 - Regional maintenance hangar for 7 helicopters
 - Project is also included in Joint Proposal A



Site C

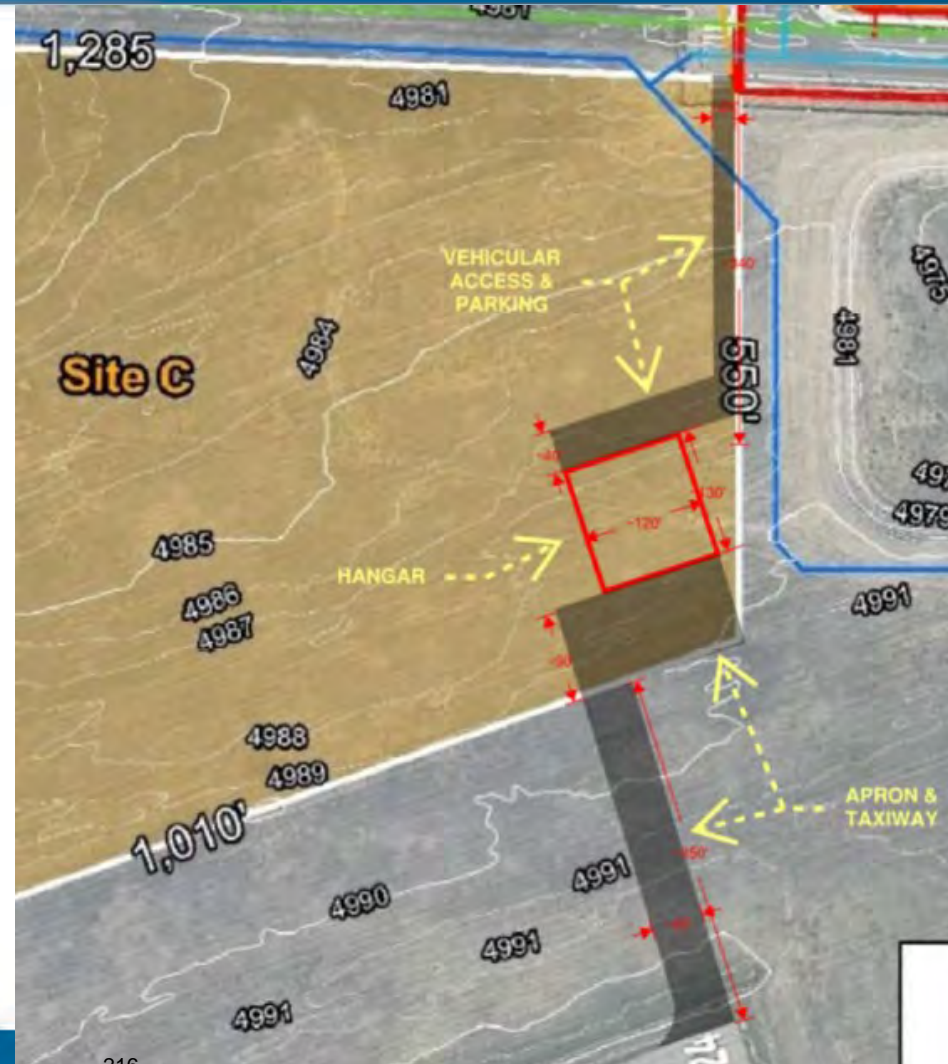
- Joint Submittal B (EOI #4)
 - 3 Hangars, 22,200 square feet
 - Hangars for Philip Glasgow (Century Helicopters) are also included in Joint Submittal A.



Responses

Site C

- Anonymous Company (EOI #5)
 - 15,000-18,000 square foot facility for a business jet



Site D

- One submittal from Into the Blue (EOI #6)

- Phase 1

- 30 hangar units, 36,000 square feet
- 24 open air shelters, 31,000 square feet

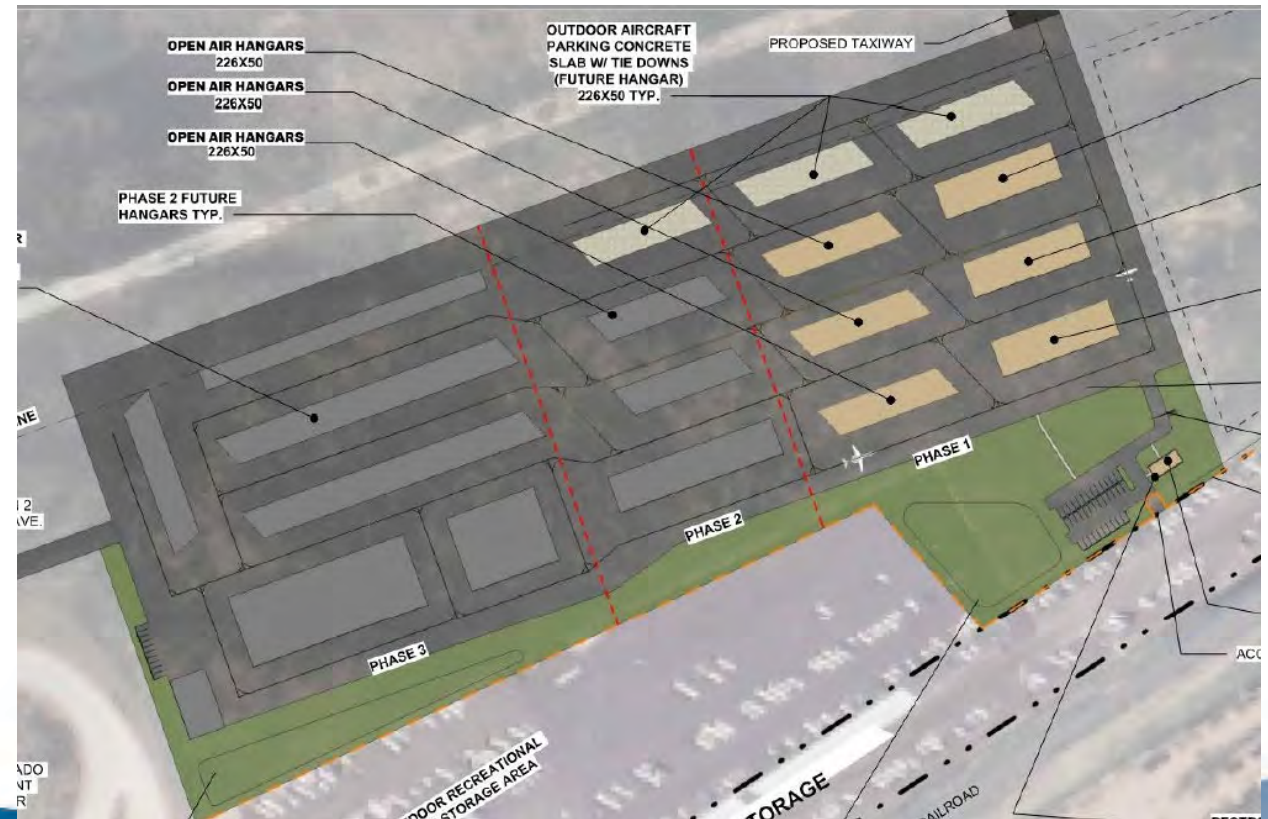
- Phase 2

- 14 hangar units, 16,000 square feet*
- 20 open air shelters, 22,600 square feet*

- Phase 3

- 21 hangar units, 80,000 square feet*
- 52 open air shelters, 62,400 square feet*

*Approximate, inferred from site plan



Completeness

	EOI #1 Professional Aircraft Services	EOI #2 Joint Proposal A	EOI #3 Doud BTS	EOI #4 Joint Proposal B	EOI #5 Anonymous	EOI #6 Into the Blue
Letter of interest with contact information and legal status	O	O	O	O	O	O
Project location	O	O	O	O	O	O
Site plan	I	O	O	I	O	O
Development plan and schedule	X	I	O	X	O	O
Financing	I	O	O	X	O	O
Profile of individual/organization	O	O	O	O	O	O
Experience	X	O	O	O	O	O
	X	Information missing				
	I	Information partially provided				
	O	Information provided				

Summary of Proposed Development

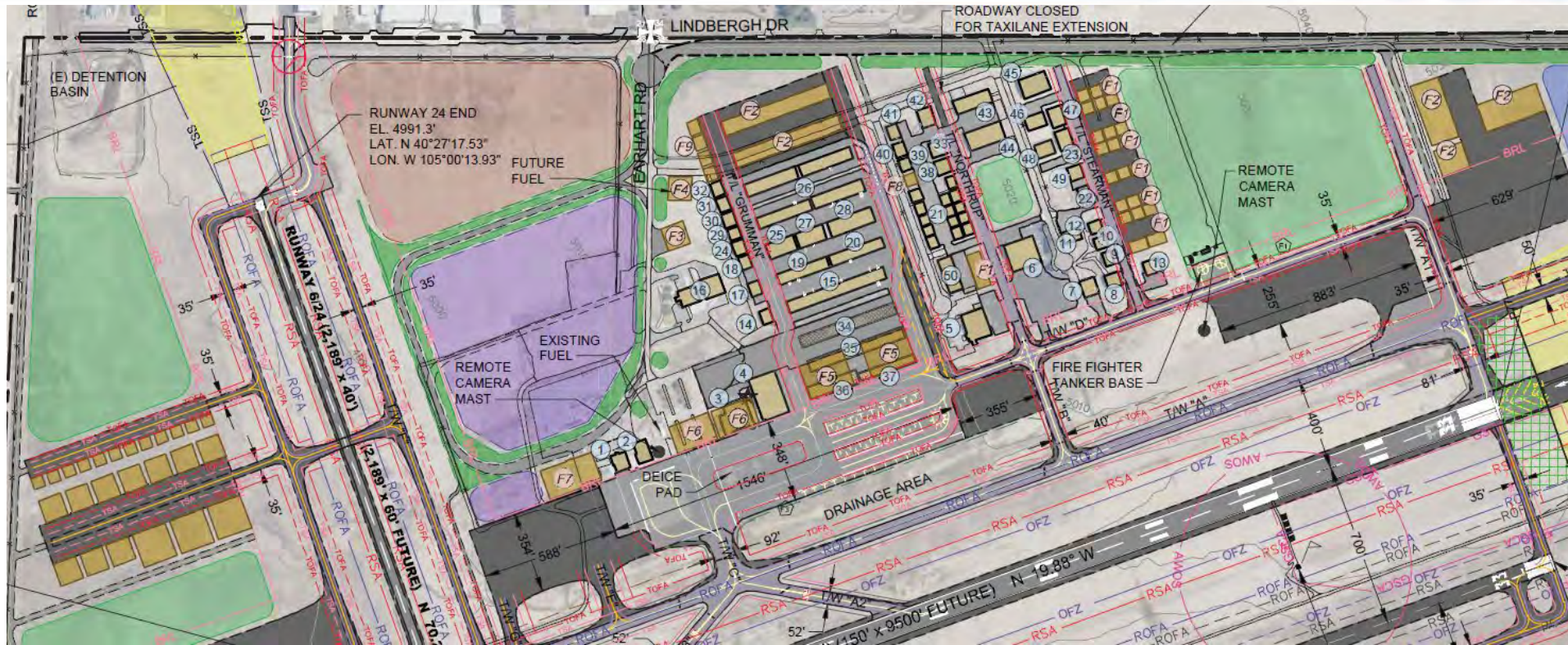
Phase 1					
	Project	Hangar Units	Hangar Area (SF)	Shelter Units	Shelter Area (SF)
EOI #1	Professional Aircraft Services	5	33,750		
EOI #2	EAA	15	27,750		
	Scion	1	12,000		
	Century	2	42,000		
	LE Assoc	50	60,000		
EOI #3	Doud	1	12,000		
EOI #4	Bulldawg	1	4,200		
	Cichos	2	18,000		
EOI #5	Anonymous	1	12,000		
EOI #6	Into the Blue	30	36,000	24	31,000
	Phase 1 Total	108	257,700	24	31,000
Phase 2					
EOI #2	Scion	2	42,000		
EOI #6	Into the Blue	14	16,000	20	22,600
	Phase 2 Total	16	58,000	20	22,600
Phase 3					
EOI #6	Into the Blue	14	16,000	20	22,600
	Total All Phases	138	331,700	64	76,200

CHAPTER 4 - CAPACITY ANALYSIS AND FACILITY REQUIREMENTS

“Hangars. The development plan for future general aviation hangars on the east side of the Airport will focus on identifying potential parcels, in consideration of the ability to provide roadway and taxiway access in a manner that is efficient and secure. The number of based aircraft at the Airport is forecast to increase by almost 70 during the next 20 years; therefore, the proposed plan will accommodate indoor storage space for a minimum of 70 additional aircraft. The breakdown of these aircraft per the previous chapter includes approximately 50 future single engine aircraft, eight jets, eight helicopters and 4 glider/ultralight type aircraft.”

Master Plan Demand Forecast

NORTHERN COLORADO
REGIONAL AIRPORT



Airport Layout Plan (ALP)

	New Hangar Units	New Hangar Area (SF)
ALP	102	545,664
Built Since Master Plan	30	138,935
Difference	72	406,729

- Follow-up meetings should be held with the respondents to gather more information.
- The EOIs reflect a strong demand for aeronautical development.
- There is a good opportunity for collaboration and cost sharing on Site C.
- Concept review meetings with the City of Loveland should be held. The meetings can help to assess viability, identify roadblocks, and refine development cost estimates.
- In general, the proposals are compatible with each other, but there are concerns about supply/demand imbalance.

Next Steps

- Questions?
- Airport Commission direction





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: June 27, 2024

PREPARED BY: Dave Ruppel, Interim Airport Director

Jared Bass, Vice President, Airport Development Dibble Engineering

TITLE

2024 Fuel Farm Siting Study

RECOMMENDED AIRPORT COMMISSION ACTION

Informational,

BUDGET IMPACT

c. \$3M for full buildout.

SUMMARY

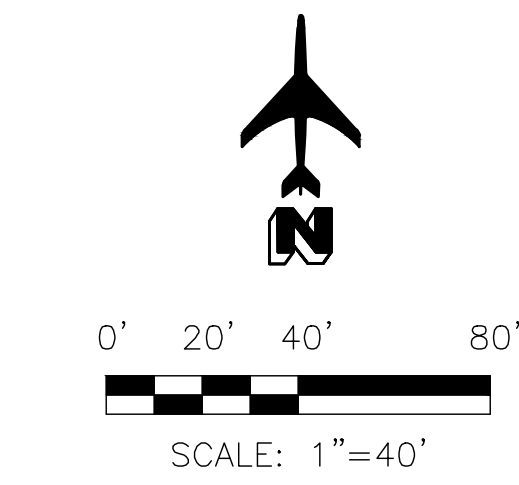
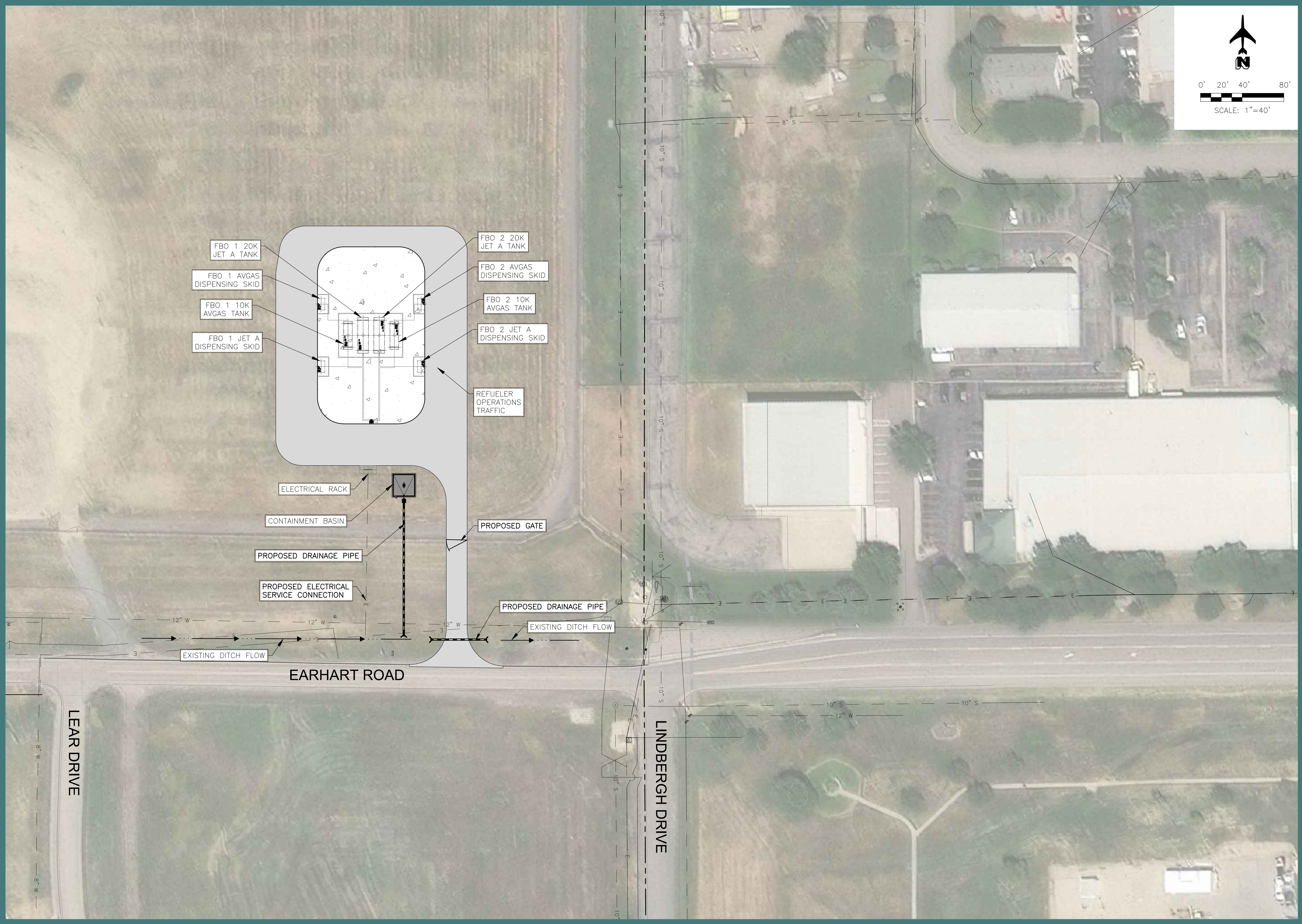
FNL contracted with Dibble Engineering to provide conceptual planning and site analysis to evaluate 3 preliminarily-identified sites on the east side of the airport (as shown on the attached Exhibit), and one site to be determined in this study, for the new fuel farm. The Airport is looking for one fuel farm location with duplicate facilities that will serve up to two different Fixed Base Operators (FBOs). The following items are anticipated to be part of each fuel farm facility, and will be considered during the siting analysis for size of area and construction costs:

- Aboveground, double-walled fuel storage tanks with self-service over-wing fuel dispensing skid. The tanks will be piped above ground to the dispensing skid (one - 20,000 gallons JetA and one - 10,000 gallons AvGas for each Fuel Farm).
- Fuel dispensing skid will be comprised of a 30gpm over-wing dispenser.
- The self-service fueling skid and electrical racks will be provided with canopies with overhead lighting.
- New AC/PCCP apron and access pavement with pavement sections designed for transport and fuel truck delivery.

ATTACHMENTS

Airport Site Map





DIBBLE

LEGEND

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXST ELECTRICAL LINE
	EXST SEWER LINE
	EXST WATER LINE
	EXST FENCE LINE

All Information owned by Dibble
Any reuse of this information is prohibited

Not For Construction

D R A F T

SCALE IS BASED ON A 24"x36" SHEET.

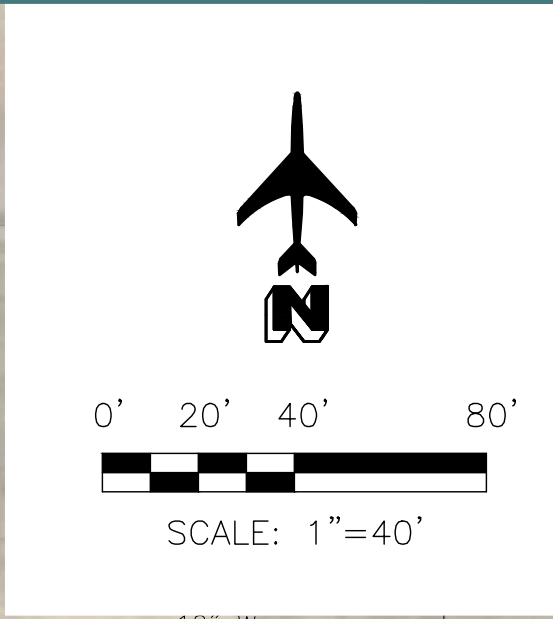
**NORTHERN COLORADO
REGIONAL AIRPORT**

FNL - Fuel Farm Site

EXHIBIT 1

PRELIMINARY

DATE: 06.25.2024



LEGEND	
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXST ELECTRICAL LINE
	EXST SEWER LINE
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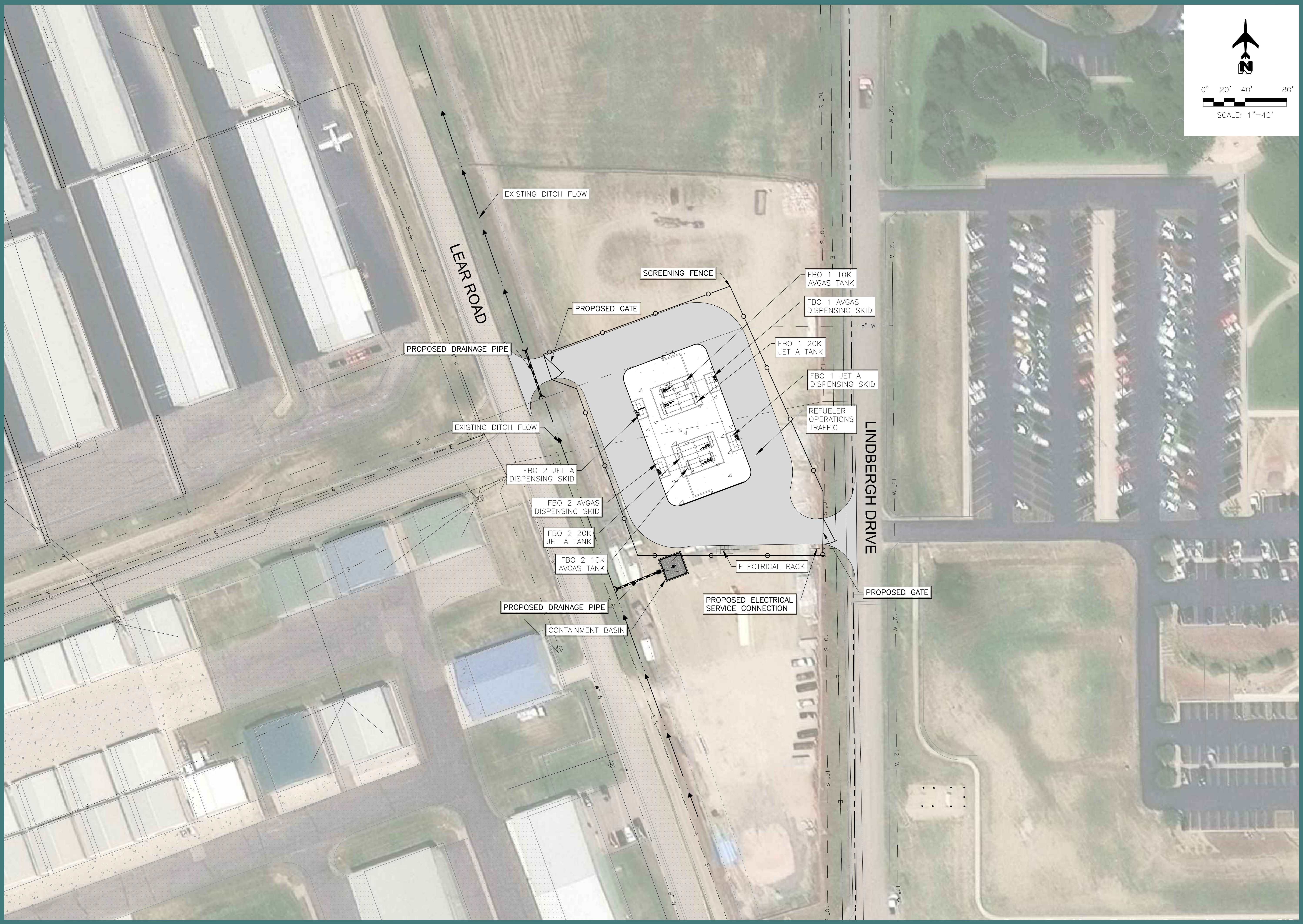
**NORTHERN COLORADO
REGIONAL AIRPORT**

FNL - Fuel Farm Site

EXHIBIT 2

PRELIMINARY

DATE: 06.25.2024





DIBBLE

LEGEND

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
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	EXST WATER LINE
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DRAFT

SCALE IS BASED ON A 24"x36" SHEET.

**NORTHERN COLORADO
REGIONAL AIRPORT**

FNL - Fuel Farm Site

EXHIBIT 3

PRELIMINARY

DATE: 06.25.2024