

# Memo



## FORT COLLINS • LOVELAND AIRPORT

**To:** Mayor Weitkunat & City Council members  
**Thru:** Darin Atteberry, City Manager *[Signature]*  
Diane Jones, Deputy City Manager *[Signature]*  
**From:** Jason Licon, Airport Director  
**CC:** Sarah Kane  
**Date:** 10/10/2013  
**Re:** Fort Collins – Loveland Airport Intergovernmental Agreement  
October 15, 2013 City of Fort Collins Council Meeting Agenda Item #7

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The Intergovernmental Agreement (IGA) for the joint operation of the Fort Collins – Loveland Municipal Airport between the Cities of Fort Collins and Loveland was signed in May of 2000, and specifically addresses the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise of the Cities as it relates to the joint venture. The agreement has been amended twice, once in 2003 and the second in 2007. The first amendment involved employment rules and regulatory changes, and the second outlines the specifics of the makeup of the Airport Steering Committee and City Liaison appointments.

The Airport has had six previous agreements addressing the ownership, operation, and maintenance of the facility. The current IGA outlines that the Airport is to be jointly operated between the two cities with full management and policy making authority vested equally. Policy issues include but are not limited to:

- Adoption of strategic and master Airport agreements that require the approval of each City Council
- Airport agreements which require execution by both City Managers including:
  - Main Airport agreements or activities
  - Airport leases
  - Airport fees and rates
  - Adoption or revision of rules and regulations

In addition to the policy issues the IGA created an Airport Steering Committee consisting of the Mayors and City Managers from each City. The Mayors and City Managers are tasked with the facilitation of communication between the Cities and advising the Councils of each City concerning Airport issues including but not limited to:

- General policy
- Budget
- Capital improvement projects
- Service planning

The facility management authority over Airport operations and commercial, industrial, or other operations and activities of any kind located on the Airport are vested jointly in the City Managers of the two Cities. The City Manager of each of the Cities shall appoint



an employee from his or her City to serve as that City's liaison to oversee with the other City's appointed liaison the operations of the Airport and supervise the appointed Airport Manager. The Cities in addition to providing liaisons shall provide administrative services to the Airport operations including:

- Personnel
- Salary and benefits administration
- Legal services
- Accounting
- Budget Preparation assistance
- Engineering
- Risk management
- Purchasing and other similar administrative services

The City providing such services shall be entitled to recover out of funds budgeted and appropriated for the Airport reasonable expenses incurred. The charges shall be calculated in the same manner as charges made by the providing City to its own governmental enterprise funds.

In addition the City Managers shall maintain administrative guidelines which specify the duties and responsibilities of each City and any method by which one City may enter into purchasing, consulting and other contracts pertaining to the Airport on behalf of both Cities. They shall specify the expenses which each City shall be entitled to recover for specific services provided. These guidelines were set forth in 1994 with services provided by the City of Loveland and fees are assessed to the Airport operating budget annually for the following:

- Legal services
- Accounting and purchasing
- Personnel and benefits administration
- Engineering
- Facilities maintenance
- General administration
- Street sweeping
- Security
- The City of Loveland provides liability insurance coverage, and the City of Fort Collins provides property coverage both paid for by the Airport budget

The City Managers shall also be tasked with the appointment of an Airport Manager who shall:

- Subject to the direction of the Cities liaisons, manage the operations of the Airport in a safe and efficient manner and maintain the grounds, structures and



- equipment in a clean, orderly, safe, and operational condition in conformity with all applicable federal, state, and local laws, rules and regulations
- Prepare an annual operating budget and five year capital improvement plan, in addition to making recommendations to changes of any Airport item including rules and regulations, security plans, emergency plans, snow removal plans, and the FAA commercial Airport certification manuals.
  - Perform all duties normally associated with sound, safe, innovative, prudent, and efficient Airport management and provide all services as are customary and usual to such an operation including but not limited to:
    - Maintenance and repair services
      - Runways, ramps, taxiways, lighting, navigation aids, and striping
      - Vehicles, equipment, machinery, and tools provided by the Cities
      - Airport grounds
      - All Airport buildings
    - Aviation support functions
      - Operations of the fuel farm
      - Ramp operations
      - Snow removal
      - Periodic visual checks
    - Negotiations with third parties
      - In connection with the solicitation of proposals and negotiations of leases
      - Administer and monitor agreements with Airport tenants, contractors, etc.
      - Procure aviation services, equipment, materials, and supplies for operation and marketing purposes

Each City acknowledges that ongoing funding for the proper maintenance and capital development of the Airport will be necessary and each City agrees to review any request for funds from the Airport Manager during its respective annual budget process. Each City will continue the practice of sharing equally in the revenue and expenses arising out of the Airport operations. If financially feasible each City shall appropriate necessary funds for capital items for maintenance, building of additional facilities, and match any Grants for Airport improvement projects funded by the FAA. Financial contributions to the annual operating budget and capital budgets shall be shared equally between the Cities, except that each party reserves the right to invest additional funds in the Airport as it sees fit. Each City's equal share of the budget shall be appropriated by each City and transferred or otherwise paid into the designated account to be used for Airport funding on an annual basis by the City providing finance and accounting administrative services for the budget year.



**INTERGOVERNMENTAL AGREEMENT FOR THE JOINT OPERATION OF THE  
FORT COLLINS-LOVELAND MUNICIPAL AIRPORT**

THIS AGREEMENT is made and entered into this 16 day of May, 2000, between THE CITY OF LOVELAND, COLORADO, a municipal corporation, and THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, hereinafter collectively referred to as "Cities".

**WITNESSETH:**

WHEREAS, in 1963, the Cities agreed to the establishment of a regional general aviation facility and became the owners and operators of the Fort Collins-Loveland Municipal Airport ("Airport") more specifically described as follows:

Barnstorm First Addition to the City of Loveland, being a portion of Sections 20, 21, 28, 29 and 33, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

Barnstorm Second Addition to the City of Loveland, being a portion of Section 28 and Section 33, Township 6 North, Range 68 West of the 6th P.M. and a portion of Section 3 and Section 4, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, and

WHEREAS, the Cities have heretofore entered into agreements addressing the ownership, operation and maintenance of the Airport dated July 3, 1979; September 1, 1981 (amended by Addendum dated December 19, 1989); January 9, 1991; December 21, 1993; and June 18, 1996; and

WHEREAS, the Councils of the Cities have determined that the operation and maintenance of the airport should be continued as a joint venture between the Cities; and

WHEREAS, pursuant to Section 29-1-203 of the Colorado Revised Statutes (and Article II, Section 16, of the Fort Collins City Charter), the Cities are authorized by law to contract with one another to provide for the joint exercise of any function, service or facility lawfully authorized to each of the Cities if such contracts are approved by the City Councils of the Cities; and

WHEREAS, the purpose of this Intergovernmental Agreement is to set forth fully the purposes, powers, rights, obligations and the responsibilities, financial and otherwise, of the contracting Cities.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Joint Airport Operation. The operation and maintenance of the Fort Collins-Loveland Airport ("Airport") is a joint venture between the City of Fort Collins and the City of Loveland, with full management and policy making authority vested equally in both Cities. "Policy issues" shall include, but shall not be limited to, the adoption of strategic and master airport agreements which require the approval of the City Councils, airport agreements which require execution by both City Managers, main airport agreements or activities, the leasing of airport property, adoption of fees and charges and the adoption or revision of Airport rules and regulations. An Airport Steering Committee, consisting of the Mayor of each City, the City Manager of each City, the Airport Manager, and the Liaison, is hereby established for the purpose of facilitating communication between the Cities and advising the Councils of each City concerning Airport issues. Such issues shall include but not be limited to general policy, budget, capital improvement projects, and service planning.

2. Facility Management. Management authority over airport operation and commercial, industrial or other operations and activities of any kind located on the Airport is vested jointly in the City Managers of the two Cities.

3. Liaison, Appointment and Duties. The City Managers of the Cities shall appoint an employee of either City to serve as the Cities' liaison to oversee the operations of the airport and supervise the appointed Airport Manager. The amount of staff time necessary for the performance of these duties by a liaison shall be estimated by the City Managers annually. The cost shall be shared equally between the Cities.

4. Provision of Administrative Services. It is agreed that, in addition to the liaison, the Cities shall provide Administrative Services to the Airport Operations.

- A. Such services shall include but shall not be limited to, personnel, salary and benefits administration, legal services, accounting, budget preparation assistance, engineering, risk management, purchasing and other similar administrative services;
- B. The City providing such services shall be entitled to recover, out of funds budgeted and appropriated for the Airport, its reasonable expenses incurred. The administrative charge shall be calculated in the same manner as charges made by the providing City to its own governmental enterprise funds;
- C. The City Managers shall maintain Administrative Guidelines which specify the duties and responsibilities of each City and any method or methods by which one City may enter into purchasing, consulting and other contracts pertaining to the Airport on behalf of both Cities. The administrative Guidelines shall also specify, within the limits as set forth in subparagraph B above, the expenses which each City shall be entitled to recover for specific services provided. The Administrative

Guidelines which have heretofore been developed are attached hereto as Exhibit "A" and incorporated herein by this reference. Modifications may be made to said Administrative Guidelines by mutual agreement of the City Managers in order to effect more efficient administration of the Airport.

5. Airport Manager. Appointment and Duties. The City Managers shall appoint an Airport Manager who shall serve at their pleasure. The Airport Manager shall:

- A. Subject to the direction of the City liaison, manage the operations of the Airport in a safe and efficient manner and maintain the grounds, structures and equipment in a clean, orderly, safe and operational condition in conformity with all applicable federal, state and local laws, rules and regulations and other legal requirements;
- B. Manage such operations in a manner which is compatible with the interests of the Cities and the users of the Airport;
- C. Perform all duties normally associated with sound, safe, innovative, prudent and efficient Airport management and provide all services as are customary and usual to such an operation, including, but not limited to, the following:
  - i. Maintenance and Repair Services. Maintain and repair (structurally and otherwise) in a good and skillful manner, and enforce the obligations of any tenant to maintain and repair in such manner:
    - a. all runways, ramps and taxiways, runway and taxiway lights, markings and striping, navigation aides not maintained by the FAA;
    - b. vehicles, equipment, machinery and tools as provided by the Cities;
    - c. Airport grounds including, without limitation, perimeter fences, parking lots, grass cutting and removing or topping trees and shrubs where and when necessary; and
    - d. all Airport buildings and structures, including, without limitation, plumbing, electrical, sprinkler, heating and air conditioning systems, apparatus and equipment.
  - ii. Aviation Support Functions. In a manner consistent with sound Airport operating and safety practices, perform or cause to be performed:
    - a. operation of the fuel farm with due regard for the operational requirements of the suppliers of petroleum products at the Airport;

- b. operation of the ramp area adjacent to the terminal for the benefit of the users thereof;
- c. expeditious removal of snow and ice from all runways, taxiways, ramps, parking lots and access roads;
- d. periodic visual checks to locate and remove all foreign objects from all runways, taxiways, ramps and aircraft parking areas.

iii. Negotiations with Third Parties.

- a. In connection with the solicitation of proposals and negotiation of such leases, concessions and other agreements as may be necessary or desirable for the proper operation of the Airport in accordance with federal, state and local laws, rules and regulations, the Airport Manager shall prepare specific programs and courses of action and shall, on behalf of the Cities, implement such programs and courses of action in conformity with applicable law.
  - b. Administer and monitor all agreements with Airport concessionaires, tenants and construction contractors, see full and complete compliance with the terms and conditions contained in such agreements, and endeavor to see that such agreements are carried out in a manner which is consistent with the proper operation of the Airport, provide coordination to avoid or minimize disruption of airport operations and services and perform or cause to be performed all obligations imposed on the Cities pursuant to such agreements.
  - c. Subject to applicable procurement requirements, procure such aviation and related services, equipment, materials and supplies as may be necessary for the proper operation and marketing of the Airport.
- D. Prepare the Airport Annual Operating Budget and five-year capital improvement budget in time to submit said budgets through both Cities' annual budget processes. The Annual Operating Budget shall itemize all anticipated revenues and operating expenses and shall support such items of revenue and expense with records and documents.
- E. In conjunction with the Airport Operating Budget, prepare an Annual Operating Plan which shall include, but not be limited to: a maintenance and repair schedule; a schedule of proposed Airport fees, a list of all aviation and aviation-related concessionaires, contractors and tenants; a schedule of all



leases, concessions, contracts and agreements to be negotiated or renegotiated; recommendations, if any, for revisions of the Emergency Contingency Plan, Airport Rules and Regulations, Noise Reduction Plan, Community Information Plan and the Airport Security Plan; recommendations, if any for non-capital equipment; a five-year projection of anticipated revenues and expenses based on a comparison with the previous fiscal year and prepared with reference to other relevant data; a schedule of proposed staffing levels of full-time, part-time and seasonal employees and any factors which may affect Airport operation and management. Appropriate modification of the Airport Operating Plan shall be made as required to conform to the Airport Operating Budget as adopted or amended.

- F. Prepare and submit to the Cities a written five-year Capital Budget for 2000 and each year thereafter as may be necessary in accordance with Paragraph 9 of this Agreement. Such Capital Budget shall include, but not be limited to, an appropriate construction schedule for each project; a projection of the total and annual cost of each project; evaluation of the availability of federal, state or private financing options such as build/own/operate/manage and turnkey, for each such project on the Airport Master Plan and on Airport operations, preliminary data to provide order of magnitude cost estimates for each project; and a statement of all major actions required to implement each such project.
- G. Serve as a member of the management team of either or both Cities, at the direction of each City's City Manager.

6. Airport Funding. Each City acknowledges that ongoing funding for the proper maintenance and capital development of the Airport will be necessary and each City agrees to review any request for funds from the Airport Manager during its respective Annual Budget process.

- A. The Cities agree to continue the practice of sharing equally in the revenues and expenses arising out of the Airport operations. If financially feasible, each City shall appropriate necessary funds for capital items, i.e., to maintain the facility, build additional facilities, and match any Grants for AIP Projects funded by the Federal Aviation Administration.
- B. Financial contributions to the Annual Operating Budget and the Capital Budget shall be shared equally between the Cities, except that each party reserves the right to invest additional funds in the Airport as it sees fit.
- C. Improvements to the real property as well as any personal property resulting from such single party investments shall be and remain an asset of the investor. However,

single party investments shall have no effect of the percentages of ownership in the Airport as presently divided between the Cities.

- D. Each City's equal share of the Annual Operating Budget and the Capital Budget shall be appropriated by each City and transferred or otherwise paid into the designated account to be used for Airport funding on an annual basis by the City providing finance and accounting administrative services for the ending budget year.
  - E. It is understood and agreed that the City providing finance and accounting administrative services for the Airport may collect, hold, invest and disburse funds belonging to the other City (whether such funds are revenues from the Airport or financial contributions made by such other City or other funds belonging to such other City) only as an agent of such other City, and subject to the general duties and responsibilities of an agency relationship. Accordingly, the City providing such services shall, with respect to such funds of the other City, be under the control of the Financial Officer of such other City and shall make monthly reports to such Financial Officer, which reports shall contain a detailed accounting of all such funds collected, held, invested and disbursed by the City providing such services for the period of time covered by such report.
7. Effective Date. This Agreement shall become effective upon its execution by both parties.
8. Effect Upon Prior Agreements. This Agreement shall:
- A. extinguish and replace the intergovernmental agreements entitled Joint Operating Agreement for the Fort Collins-Loveland Municipal Airport dated July 3, 1979; Inter-governmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 9, 1991; Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated December 21, 1993; and Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated June 18, 1996; and
  - B. supplement the intergovernmental agreement dated September 1, 1981, and its Addendum dated December 19, 1989.
  - C. not abrogate or otherwise nullify the terms and conditions of the Intergovernmental Agreement dated June 19, 1992 concerning the Airport fire station, which agreement shall be considered an amendment to the provisions of this Agreement should the provisions conflict.
9. Term, Modifications, Extensions. This Agreement shall remain in full force and effect until December 31, 2000, unless earlier terminated by mutual written agreement of the parties

hereto. This Agreement may be modified only by the written agreement of the parties hereto. This Agreement may be extended (a) by written agreement of the parties or (b) automatically for a successive one year periods by virtue of each City, in its respective annual budgets, having appropriated funds to support the annual operating budget for the Airport for the ensuing budget year in accordance with the provisions of Paragraph 6 of this Agreement.

10. Indemnity. To the extent authorized by law, each party shall indemnify, save and hold harmless the other party, its boards, employees, officers and agents, against any and all claims, damages, liability and court awards, including costs, expenses and attorney's fees, incurred as a result of any act or omission by that party or its officers, agents, employees, subcontractors pursuant to the terms of this Agreement.

11. Ownership of Land and Facilities. Except for single City purchases which shall become vested in the purchasing City in accordance with the provisions of Paragraph 6, ownership of the real and personal property, buildings, structures and facilities located on the Airport shall be divided according to the date of acquisition as follows:

A. Real property, improvements and personal property acquired prior to July 3, 1979, as described on Exhibits "B" and "C" attached hereto and made a part hereof, or as established by extrinsic evidence shall be deemed to be vested in both Cities according to the following proportions:

1. An undivided one-third (1/3) interest to the City of Loveland; and
2. An undivided two-thirds (2/3) interest to the City of Fort Collins.

B. Real property, improvements and personal property acquired on or after July 3, 1979 as well as any appreciation in value accruing to such properties or the properties described in Paragraph "A" above, shall be deemed to be vested in both Cities according to the following proportions:

1. An undivided one-half (1/2) interest to the City of Loveland; and
2. An undivided one-half (1/2) interest to the City of Fort Collins.

C. In the event either party does not pay its one-half (1/2) share of agreed expenses in any given year, such City shall relinquish in each such year in which it shall fail to apply such expenses, all right, title and interest in and ten percent (10%) of its total ownership interest in real and personal property at the Airport and shall convey the same to the other City.

12. Non-multiple year fiscal obligation. Nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect financial obligation of or on behalf of any party to this Agreement.

13. Non-liability of Individuals. No officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his, her or their execution or attempted execution of the same.

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

15. Relationship of Parties. The parties enter into this Agreement as separate, independent governmental entities and maintain such status throughout.

16. No Assignment. The parties covenant and agree that they will not assign this Agreement, any interest or part thereof or any right or privilege pertinent thereto, without written consent of the other party first having been obtained.

17. Entire Agreement/Ambiguities. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and executed by both parties. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

18. Applicable Law, Severability, Arbitration. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution. The parties agree to submit any dispute over the interpretation or application of this Agreement to final and binding arbitration with the Judicial Arbiter Group of Denver, Colorado. The cost of arbitration shall be borne equally by the parties unless the arbitrator shall find that a claim or defense is frivolous and without reasonable justification.

IN WITNESS HEREOF, this Intergovernmental Agreement has been executed that day and year first above written.

THE CITY OF LOVELAND, COLORADO  
A Municipal Corporation



By: Donald S. Gray  
Mayor *PRO TEM*

ATTEST

Kristen K. Basler  
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]  
Loveland City Attorney  
*- 200, 57 217*

THE CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

By: [Signature]  
Mayor

ATTEST:

Rita Knoll Harris  
City Clerk - *Chief Deputy*

APPROVED AS TO FORM:

[Signature]  
Fort Collins City Attorney, *Assistant*

## EXHIBIT "A"

### Administrative Guidelines (Services Provided by the City of Loveland)

#### Legal Services

The City Attorney's office will provide legal services to the airport. The estimated annual charge for 1994 is \$10,000 which includes two and a half days per month of services.

In the event that it is necessary to use the services of outside counsel, the cost incurred would be included in charges to the airport.

#### Accounting and Purchasing

Accounting will maintain financial records for the airport in a separate accounting fund. Services provided will include monthly reports, accounts payable, payroll processing, processing and payment of purchase orders, and preparation of work papers for the annual audit. The 1994 cost of these services is estimated to be \$2,000. This amount is comprised of 1.75 hours per month of an Accounts Payable Clerk's time, 1.75 hours of an Accounting Technician's time per month and 40 hours per year of an Accountant's time.

Performance of the annual audit would be included as an item in City's bid for audit services. The estimated cost for 1994 is \$3,500.

#### Personnel and Benefits Administration

The Employee Relations Department will maintain employment records, assist in recruiting, disciplinary action and discharge of employees; assist with classification and compensation of employees; administer claims and benefits plans; and provide training programs for airport employees. The 1994 cost is estimated to be \$4,500. This is based on 11 hours per month of service by employees of the Employee Relations Department.

Participation of airport employees in training programs will be on the same basis as for employees of the City of Loveland. There is no cost except for those programs for which there is an additional cost for City employees.

EXHIBIT "A"  
(CONTINUED)

Engineering

Engineering will provide consultation on routine pavement management issues, bidding and administration of pavement maintenance contracts. For 1994 the cost will be \$500 which represents a total of 20 hours of service.

Facilities Maintenance

Facilities Maintenance can assist in establishing preventive maintenance schedules for the terminal and other buildings, and providing consultation on facilities maintenance issues, at a rate of \$25 per hour.

General Administration

The estimated cost of providing an NPDES permit for airport storm water discharge in 1994 is \$1,091 which consists of 20 hours of a Civil Engineer's time and 40 hours of an Environmental Resources Assistant's time.

Other environmental services can be obtained at the rate of \$26.50 per hour for a Civil Engineer, \$18 per hour for an Industrial Pretreatment Coordinator and \$15 per hour for an Environmental Resources Assistant. Future needs of these services may include assistance with relocation of fuel tanks and assistance with compliance with various environmental regulations.

Street Sweeping

Parking lot and other sweeping is available at \$40 per hour which includes the equipment and an operator.

Security

Security services which are outside the scope of the duty of the Loveland Police Department can be provided by off-duty officers, when available. The 1994 rate for off-duty officers is \$16 per hour, with a minimum of two hours pay. In situations where FLSA requirements apply, the rate is \$25 per hour. These rates include both the officer and a patrol car.

EXHIBIT "A"  
(CONTINUED)

Administrative Guidelines  
(Services Provided by Both Cities)

Risk and Insurance

Insurance premiums will be charged to the airport budget regardless of which City obtains coverage, whether as a separate policy or as an addition to insurance obtained for that City's other coverage.

For 1994, the City of Loveland has obtained liability coverage for the airport. Risk management services related to this coverage will include claims administration; implementation of incident reporting to track and monitor problem areas; periodic meetings with the airport manager to review the incident reports; and periodic safety inspections of the premises. The 1994 cost for these services is \$1,230 for 4 hours per month of service.

For 1994, the City of Fort Collins has obtained property coverage. Risk management services related to this coverage will include assistance with claims administration, periodic meetings with the airport manager, and other services as requested. There will be no charge for these services.

The airport budget provides for insurance deductibles. If the insurance that has been purchased includes a higher deductible amount, the cities of Loveland and Fort Collins will share equally in the difference between the budgeted deductible, and the lesser of the amount of the claims and deductible amount provided for in the insurance policy. Such amount will be paid from each City's risk pool, and will not be charged to the airport.



**EXHIBIT "B"**

The lands known as the Fort Collins-Loveland airport, including the following: the NW 1/4 of Section 28, Township 6 North, Range 68 West of the 6th P.M., lying South of and above the Loudon Ditch, except the following described portion: Considering the North line of the NW 1/4 of said Section 28 as bearing East and West and with all bearings herein relative thereto: Commencing at the Northwest corner of said Section 28; thence along the North line of said Section 28 East 820.14 feet to the point of beginning; thence S 28°47' E 164.69 feet; thence S 41°55' E 152.85 feet; thence S 00°09' E 157.83 feet; thence East 208.45 feet to the Southwesterly bank of the Loudon Ditch; thence Northwesterly along said Southwesterly bank of the Loudon Ditch to a point 20.00 feet East of the point of beginning; thence West 20.00 feet to the point of beginning; ALSO

The South 1/2 of Section 28, Township 6 North, Range 68 West of the 6th P.M.; ALSO

The West 1/2 of Section 33, Township 6 North, Range 68 West of the 6th P.M. except that part lying on the South side of the Union Pacific Railway Company right of way; ALSO

The East 1/2 of Section 33, Township 6 North, Range 68 West of the 6th P.M.

EXCEPT the portion of said property used for airport operations and rights of way for ingress and egress to the airport as now established and used.

EXHIBIT "C"

Property/Equipment

Fuel Farm:

- 2 10,000 Gal. Tank - 100 Octane AVGAS
- 1 10,000 Gal. Tank - Jet
- 2 Thompson filters

1 permanent AVJET  
Dispenser on apron

1 1,000 gal. tank and dispenser for car and tractor fuel

1 1971 Dodge truck mobile fuel  
Dispenser D71 FM5J01 7249  
KF875101

1 4-wheel Drive International Fire Truck (EO350EHB36564)

1 1954 Ford Tractor, E237 and accessories:  
\* 1 bushhog, model 105 (06-2514)  
\* 1 dozer blade, rear mounted

1 snow plow (GI surplus 6x6) 8453 with snow blade

Runway lights, VASI, strobes rotating beacon, tetrahedron, 2 wind  
socks

40 units, T-Hangars

Miscellaneous lights, tools, spare parts, oil, etc.

Cables and 150 chains for 50 tiedowns on apron

Fence on north side Falcon Air and on building restriction line

1 radio for unicom

**FIRST AMENDMENT TO THE ADMINISTRATIVE GUIDELINES (EXHIBIT A)  
OF THE INTERGOVERNMENTAL AGREEMENT CONCERNING THE JOINT  
OPERATION OF THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT**

This Amendment made this 16<sup>th</sup> day of November, 2003 by and between the City of Loveland ("Loveland"), and the City of Fort Collins ("Fort Collins"), (hereinafter collectively referred to as "Cities").

WHEREAS, Part 2 of Article 1 of Title 29 authorizes governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Cities have entered into an Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport ("IGA"), dated May 16, 2000; and

WHEREAS, pursuant to the IGA, the Councils of the Cities have determined that the operation and maintenance of the Airport should be continued as a joint venture between the Cities; and

WHEREAS, the IGA provides that the City Managers shall maintain Administrative Guidelines which specify the duties and responsibilities of each City; and

WHEREAS, the Administrative Guidelines, attached to the IGA as Exhibit A, may be modified by mutual agreement of the City Managers in order to effect more efficient administration of the Airport; and

WHEREAS, the Cities desire to amend the Administrative Guidelines of the IGA to clarify that City of Loveland employment regulations and policies shall apply to all Airport personnel.

NOW, THEREFORE in consideration of their mutual covenants and promises the Cities agree as follows:

1. The "Personnel and Benefits Administration" section of Exhibit A to the IGA, Administrative Guidelines (Services Provided by the City of Loveland), is amended to read as follows:

**Personnel and Benefits Administration**

The Employee Relations Department will maintain employment records, assist in recruiting, disciplinary action and discharge of employees; assist with classification and compensation of employees; administer claims and benefits plans; and provide training programs for airport employees.

Participation of airport employees in training programs will be on the same basis as for employees of the City of Loveland. There is no cost except for those programs for which there is an additional cost for City employees.

All airport employees shall be subject to the employee regulations and policies of the City of Loveland.

Nothing herein shall modify the provisions of paragraph five (5) of the IGA which provides that that the Airport Manager shall be appointed by, and shall serve at the pleasure of, the City Managers.

2. All other provisions of the IGA shall remain in full force and effect.
3. This Amendment shall be effective upon the date of the last City Manager to sign.

IN WITNESS HEREOF, this Amendment to Intergovernmental Agreement Concerning the Joint Operation of the Fort Collins-Loveland Municipal Airport has been executed the day and year first above written.



THE CITY OF LOVELAND,  
COLORADO  
A Municipal Corporation

By: *Scott Williams*  
City Manager

ATTEST:

*Conna Visconti*  
City Clerk

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney

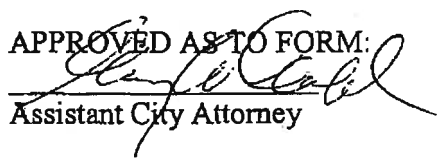
THE CITY OF FORT COLLINS,  
COLORADO  
A Municipal Corporation

By: *John F. Buckland*  
City Manager

ATTEST:

*Shirley M. [Signature]*  
City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Henry J. Calabrese", is written over a horizontal line.

Assistant City Attorney



**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
FOR THE JOINT OPERATION OF THE FORT COLLINS-LOVELAND  
MUNICIPAL AIRPORT**

This Second Amendment is made and entered into this 15<sup>th</sup> day of May, 2007, by and between THE CITY OF LOVELAND, COLORADO ("Loveland") and THE CITY OF FORT COLLINS, COLORADO ("Fort Collins"), hereinafter jointly referred to as "the Cities".

WHEREAS, pursuant to C.R.S. §29-1-203, the Cities are authorized to contract with one another to provide for the joint exercise of any function, service or facility lawfully authorized to each of the Cities; and

WHEREAS, the Cities have previously entered into that certain "Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport" dated May 16, 2000 ("the IGA"); and

WHEREAS, in the IGA the Cities set forth the terms and conditions pursuant to which the Fort Collins-Loveland Municipal Airport ("the Airport") will be operated and maintained as the Cities' joint venture; and

WHEREAS, on November 10, 2003, the Cities entered into that certain "First Amendment to the Administrative Guidelines (Exhibit A) of the Intergovernmental Agreement Concerning the Joint Operation of the Fort Collins-Loveland Municipal Airport", pursuant to which the parties agreed to certain amendments of Exhibit A of the IGA related to personnel and benefits administration of the Airport's employees ("the First Amendment"); and

WHEREAS, the Cities desire to amend the IGA a second time to modify the membership of the Airport Steering Committee to include only the two Mayors and the two City Managers, and to provide that instead of the City Managers jointly appointing just one liaison, that each City Manager will appoint an employee from his or her respective City to be a liaison, with the liaisons to work together to assist in overseeing the operations of the Airport and in supervising the appointed Airport Manager.

NOW, THEREFORE, in consideration of their mutual covenants and promises contained herein, and other good and valuable consideration, the Cities hereby agree as follows:

1. That Section 1. of the IGA is hereby amended to read in full as follows:

1. Joint Airport Operation. The operation and maintenance of the Fort Collins-Loveland Airport ("Airport") is a joint venture between the City of Fort Collins and the City of Loveland, with full management and policy

making authority vested equally in both Cities. "Policy issues" shall include, but shall not be limited to, the adoption of strategic and master airport agreements which require the approval of the City Councils, airport agreements which require execution by both City Managers, main airport agreements or activities, the leasing of airport property, adoption of fees and charges, and the adoption or revision of Airport rules and regulations. An Airport Steering Committee, consisting of the Mayor of each City and the City Manager of each City is hereby established for the purpose of facilitating communication between the Cities and advising the Councils of each City concerning Airport issues. Such issues shall include but not be limited to general policy, budget, capital improvement projects, and service planning.

2. That Section 3. of the IGA is hereby amended to read in full as follows:
  3. Liaisons, Appointment and Duties. The City Manager of each of the Cities shall appoint an employee from his or her City to serve as that City's liaison to oversee with the other City's appointed liaison the operations of the Airport and supervise the appointed Airport Manager. The amount of staff time necessary for the performance of these duties by each liaison shall be estimated by the City Managers annually. The cost shall be shared equally between the Cities.
3. That the opening sentence of Section 4. of the IGA is hereby amended to read in full as follows:
  4. Provision of Administrative Services. It is agreed that, in addition to the liaisons, the Cities shall provide Administrative Services to the Airport Operations.
4. That paragraph A. of Section 5. of the IGA is hereby amended to read in full as follows:
  - A. Subject to the direction of the Cities' liaisons, manage the operations of the Airport in a safe and efficient manner and maintain the grounds, structures and equipment in a clean, orderly, safe and operational condition in conformity with all applicable federal, state and local laws, rules and regulations and other legal requirements;



5. That except as amended by this Second Amendment and the First Amendment, all other provisions of the IGA shall remain in full force and effect.

IN WITNESS HEREOF, this Second Amendment has been executed the day and year first above written.



THE CITY OF LOVELAND, COLORADO  
A Municipal Corporation

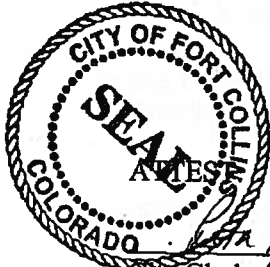
By: [Signature]  
Mayor

ATTEST:

[Signature]  
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]  
Loveland City Attorney, Assistant



THE CITY OF FORT COLLINS, COLORADO  
A Municipal Corporation

By: [Signature]  
Mayor

[Signature]  
City Clerk / Chief Deputy

APPROVED AS TO FORM:

[Signature]  
Fort Collins City Attorney, Asst.

RESOLUTION 2007-045  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
APPROVING THE SECOND AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT FOR THE JOINT  
OPERATION OF THE FORT COLLINS-LOVELAND  
MUNICIPAL AIRPORT

WHEREAS, the Cities of Fort Collins and Loveland jointly own and operate the Fort Collins-Loveland Municipal Airport (Airport); and

WHEREAS, the Cities believe it to be in their best interests to continue to cooperate in the operation and ownership of the Airport; and

WHEREAS, pursuant to Section 29-1-203 of the Colorado Revised Statutes, the Cities are authorized to contract with one another to provide for the joint exercise of any function, service or facility lawfully authorized to each of the cities; and

WHEREAS, the Cities have previously entered into that certain "Intergovernmental Agreement for the Joint Operation for the Fort Collins-Loveland Municipal Airport" dated May 16, 2000 ("the IGA"); and

WHEREAS, in the IGA, the Cities set forth the terms and conditions pursuant to which the Airport will be operated and maintained as the Cities' joint venture; and

WHEREAS, on November 10, 2003, the Cities entered into that certain "First Amendment to the Administrative Guidelines (Exhibit A) of the Intergovernmental Agreement Concerning the Joint Operation of the Fort Collins-Loveland Municipal Airport," pursuant to which the parties agreed to certain amendments to Exhibit A of the IGA related to personnel and benefits administration of the Airport's employees ("the First Amendment"); and

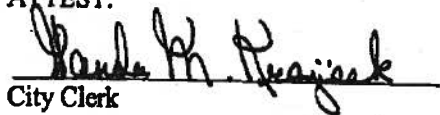
WHEREAS, the Cities desire to amend the IGA a second time to modify the membership of the Airport Steering Committee, and to provide that, instead of the City Managers jointly appointing just one liaison, each City Manager will appoint an employee from his or her respective City to be a liaison, with the liaisons to work together to assist in overseeing the operation of the Airport and in supervising the appointed Airport Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the Second Amendment to the Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport, attached hereto as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute said agreement on behalf of the City of Fort Collins, subject to such modifications in form or substance as the Mayor, in consultation with the City Attorney, may deem necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 15th day of May, A.D., 2007.

  
Mayor

ATTEST:

  
City Clerk

