

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan  
District I

Douglas B. Monger  
District II

M. Elizabeth Melton  
District III

## REGULAR MEETING

October 13, 2020

Times listed on the agenda are approximations and may be longer or shorter, or begin earlier than scheduled, with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of them.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2ckIGVk13Qld5UT09>

Password: 522

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592  
or +1 312 626 6799 or +1 929 205 6099  
Webinar ID: 851 0667 0945

Password: 522

*The Routt County Board of Health or Board of Commissioners may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to any of the below items.*

1. **9:30 A.M. CALL TO ORDER**
2. **APPROVAL OF ACCOUNTS PAYABLE, MANUAL WARRANTS, AND PAYROLL**
3. **CONSENT AGENDA ITEMS**

Items of routine and non-controversial nature are placed on the consent agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner may request that an item be "PULLED" from the consent agenda and considered separately. Any member of the public may "REQUEST" any item to be "PULLED" from the consent agenda.

- A. **APPROVAL OF AND AUTHORIZATION TO HAVE THE CHAIR SIGN A LIQUOR LICENSE RENEWAL FOR DOUBLE DOLLAR CATTLE LLC DBA SADDLEBACK RANCH FOR A HOTEL & RESTAURANT LICENSE WITH ONE OPTIONAL PREMISES;**

Documents:

**B. APPROVAL AND AUTHORIZATION FOR THE CHAIR TO SIGN THE THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF STEAMBOAT SPRINGS AND ROUTT COUNTY ESTABLISHING THE YAMPA VALLEY AIRPORT COMMISSION.**

Documents:

BCC AGENDA FORM - YVAC IGA THIRD AMENDMENT 6 OCT 20.PDF  
DRAFT YVAC 3RD AMENDED IGA 12 AUGUST 2020 CLEAN COPY.PDF  
DRAFT YVAC 3RD AMENDED IGA 12 AUGUST 2020 REDLINE COPY.PDF  
YVACIGA.PDF SS CITY COUNCIL 15 SEP 20.PDF  
YVACTHIRDAMENDEDRESO.DOCX SS CITY COUNCIL RESOLUTION 15 SEP 20.PDF

**4. CONSIDERATION OF ITEMS PULLED FROM THE CONSENT AGENDA**

**5. 9:40 A.M. PUBLIC COMMENT**

Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

**1. DUE TO THE CURRENT PANDEMIC, THE COUNTY COMMISSIONERS REQUEST CITIZENS ATTEND THE MEETINGS VIA PHONE.** To make a public comment raise your hand on the zoom platform if online; if calling in press \*9. Another option is to download the Zoom app that allows you to raise your hand as well. The moderator will then select you when it is your turn. Written public comment can also be submitted to [bcc@co.routt.co.us](mailto:bcc@co.routt.co.us). Please make sure to indicate in the subject line of your email that it is public comment and reference the agenda item to which it relates. Public comments will be entered into the record.

**6. 9:40 A.M. PURCHASING**

Julie Kennedy, Purchasing Agent

**A. IFB 698 CULVERTS 2020**

Consideration for approval of the award and authorization for the County Manager to electronically sign the purchase order for IFB 698 Culverts 2020 to True North Steel in the amount not to exceed of \$27,854.37.

Documents:

IFB 698 CULVERTS 2020 BCC AGENDA COMMUNICATION FORM.PDF  
IFB 698 CULVERTS 2020 BID TABULATION.PDF

**B. RFP 694 YVRA SITUATIONAL AWARENESS SYSTEM**

Consideration for approval of the award for the YVRA Situational Awareness System project to SAAB Sensis Corporation in the amount not to exceed of \$248,920, authorization for the Chair to sign the Notice of Award and Agreement for the Design, Sale and Installation and authorization for the the County Manager to electronically sign the

Purchase Order.

Documents:

RFP 694 SAAB SCOPE OF SERVICES AND PROPOSED PROJECT SCHEDULE.PDF  
RFP 694 SAS AGREEMENT WITH SAAB SENSIS CORPORATION.PDF  
RFP 694 YVRA SITUATIONAL AWARENESS SYSTEM BCC AGENDA COMMUNICATION FORM.PDF  
RFP 694 YVRA SITUATIONAL AWARENESS SYSTEM (SAS) SAAB FEES AND COMPENSATION PROPOSAL.PDF

**7. 10:10 A.M. PLANNING**

Kristy Winser, Planning Director

**A. REVIEW PROCESS & FEE SCHEDULE; PL-20-114**

Table the discussion until October 27, 2020 at 10:10 am.

Documents:

BCC COM FORM TABLING 10.13.20.PDF

**8. 10:12 A.M. BUILDING DEPARTMENT**

Todd Carr, Building Official

**A. 2018 ICC BUILDING CODE ADOPTION WORK SESSION**

Review the proposed 2018 ICC Building Code Adoption and all local amendments, deletions, and ICC Changes to prepare a Final Building Code Resolution document for the November 3rd, 2020 regular meeting.

Documents:

BCC AGENDA COMMUNICATION FORM 2018 BUILDING CODE ADOPTION WORK SESSION.PDF  
MEMORANDUM ON SEISMIC CATEGORY CHANGE PRESENTATION.PDF  
RC 2018 BUILDING CODE ADOPTION FINAL CLEAN DRAFTDOC.PDF  
RC 2018 BUILDING CODE ADOPTION WITH COMMENTS FINAL DRAFT.PDF  
SEISMIC CATEGORY CHANGE PRESENTATION.PDF

**9. 10:57 A.M. COMMISSIONERS' WORK SESSION**

The Commissioners will address critical items for regular county and emergency operations. Action may be taken and direction to staff may be given in relation to any of these items.

**10. 11:30 A.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09>

Password: 522

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715  
8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 0667 0945

Password: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE:</b> 10/13/20	<b>ITEM TIME:</b>

<b>FROM:</b>	Routt County Clerk and Recorder
<b>TODAY'S DATE:</b>	10/06/20
<b>AGENDA TITLE:</b>	Approval of and authorization to have the chair sign a liquor license renewal for Double Dollar Cattle LLC DBA Saddleback Ranch for a Hotel & Restaurant license with one optional premises.

**CHECK ONE THAT APPLIES TO YOUR ITEM:**

ACTION ITEM

DIRECTION

INFORMATION

**I. DESCRIBE THE REQUEST OR ISSUE:**

Approval of and authorization to have the chair sign a liquor license renewal for Double Dollar Cattle LLC DBA Saddleback Ranch for a Hotel & Restaurant license with one optional premises.

**II. RECOMMENDED ACTION (motion):**

**III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):**

**PROPOSED REVENUE** *(if applicable):*

**CURRENT BUDGETED AMOUNT:**

**PROPOSED EXPENDITURE:**

**FUNDING SOURCE:**

**SUPPLEMENTAL BUDGET NEEDED: YES  NO**

**IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):**



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**V. BACKGROUND INFORMATION:**

Investigation reports have been sent out.

**VI. LEGAL ISSUES:**

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

**VIII. SUMMARY AND OTHER OPTIONS:**

**IX. LIST OF ATTACHMENTS:**

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE:, 2020</b>	<b>ITEM TIME:</b>
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<b>FROM:</b>	Kevin Booth
<b>TODAY'S DATE:</b>	October 6, 2020
<b>AGENDA TITLE:</b>	Yampa Valley Airport Commission IGA Amendment

<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>	
<input type="checkbox"/> <b>ACTION ITEM</b>	
<input type="checkbox"/> <b>DIRECTION</b>	
<input checked="" type="checkbox"/> <b>X INFORMATION</b>	

<b>I. DESCRIBE THE REQUEST OR ISSUE:</b>
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Consideration for approval and authorization for the Chair to sign the Third Amended and Restated Intergovernmental Agreement between the City of Steamboat Springs and Routt County establishing the Yampa Valley Airport Commission.
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<b>II. RECOMMENDED ACTION:</b>
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Approval and authorization for the Chair to sign the Third Amended and Restated Intergovernmental Agreement between the City of Steamboat Springs and Routt County establishing the Yampa Valley Airport Commission.
--

<b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>
--

<b>PROPOSED REVENUE:</b> NA
<b>PROPOSED EXPENDITURE:</b> NA
<b>FUNDING SOURCE:</b> NA

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<b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>
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None expected
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<b>V. BACKGROUND INFORMATION:</b>
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See attached: This third amendment to the YVAC IGA clarifies the role of the YVAC and standardizes the nomenclature used to identify the two airports. This amendment changes the YVAC responsibilities from direction and presentation to providing input and guidance on airport O&M, airport budgets, and capital improvement planning. This amendment reflects the current and historic method of operations for the YVAC.
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<b>VI. LEGAL ISSUES:</b>
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None anticipated
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**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None anticipated

**VIII. SUMMARY AND OTHER OPTIONS:**

NA

**THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE YAMPA VALLEY AIRPORT COMMISSION**

This Third Amended and Restated Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Amended Agreement") dated as of **August 13, 2020**, is between the City of Steamboat Springs, Colorado, a municipality chartered pursuant to the laws of the State of Colorado ("City") and Routt County, Colorado ("County") acting by and through its Board of County Commissioners.

Recitals

A. City is the owner and operator of the Steamboat Springs Airport at Bob Adams Field ("SBS").

B. County is the owner and operator of the Yampa Valley Regional Airport ("HDN") located at Hayden, Colorado. Collectively, SBS and HDN are sometimes referred to hereinafter as the "Airports."

C. City and County have extensively discussed the need for and advantages of having unified policies and long-range planning for the Airports and the possibility of forming a statutory airport authority pursuant to the Colorado Public Airport Authority Act (C.R.S. Section 41-3-101, et seq.) to obtain those objectives.

D. City and County have concluded that, rather than forming a statutory airport authority, forming an airport commission by an intergovernmental agreement is more consistent with the above objectives while allowing each to maintain ownership of its airport.

E. City and County have heretofore entered into an Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Agreement") dated as of August 5, 2003 and amended and restated as of January 10, 2006, December 22, 2009, and February 10, 2011 pursuant to which the Yampa Valley Airport Commission (the "Airport Commission") was established.

F. City and County desire to further amend the Agreement in certain respects.

G. City and County intend by this Third Amended Agreement to amend and restate the Agreement and to set forth the terms and

conditions under which the Airport Commission will exist and operate and to further set forth the relationships among City, County and the Airport Commission.

### Terms and Conditions

#### Section 1. Airport Commission Established:

The Yampa Valley Airport Commission, as heretofore established, is hereby confirmed as a commission of both County and City. City and County agree to share equally in the start-up and operational costs of the Airport Commission, such as the cost of obtaining stationery, advertising for commission members, the salary for the Commission's minute taker, and expense incurred by commission members in the performance of their duties.

#### Section 2. Selection of Airport Commission Members:

There shall be nine regular members of the Airport Commission whose qualifications and manner of selection shall be as follows:

- a. Seat One shall be occupied by a member of the City Council of the City of Steamboat Springs, as selected by said City Council.
- b. Seat Two shall be occupied by a member of the Board of County Commissioners of Routt County, as selected by said Board of County Commissioners.
- c. Seat Three shall be occupied by a resident of Moffat County, Colorado, to be nominated by the Board of County Commissioners of Moffat County and the City Council of the City of Craig, Colorado, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- d. Seat Four shall be occupied by a resident of the Town of Hayden, Colorado, to be nominated by the Town of Hayden Town Board, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- e. Seat Five shall be occupied by an officer, director or employee of the Steamboat Ski & Resort Corporation, to be nominated by the President of said corporation, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt

County.

f. Seat Six shall be occupied by a resident of Routt County, to be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

g. Seat Seven shall be occupied by a resident of Routt County active in the general business community to be nominated by the Steamboat Springs Chamber Resort Association. Said member shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.

h. Seats Eight and Nine shall be occupied by residents of Routt County active in the aviation community. Said members shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

With the exception of the member occupying Seat Three, all members of the Airport Commission must be full-time residents of Routt County.

Where appointments are specified to be made jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, said bodies' actions of appointment shall be by separate vote although said bodies may deliberate such action at a joint meeting.

All regular members shall be entitled to vote. Alternate representatives may be nominated and appointed for Seats One, Two, Three, Four, Five and Seven by the same organizations and in the same manner as provided above for the nomination and appointment of the primary representatives occupying those seats. In the absence of the primary representative member, the alternate representative member shall be considered seated and entitled to vote. A majority of the members entitled to vote shall constitute a quorum of the Airport Commission.

Section 3. Term of Airport Commission Members:

The terms of the members occupying Seats One and Two shall be indefinite and determined by the elective body, that is the City Council or Board of County Commissioners, selecting such members; provided, however, that the terms of such members shall automatically expire upon termination of such member's term on the elective body which they represent. All other members of the Airport Commission except those occupying Seats One and Two shall serve four year terms; provided, however, that the terms of the members initially occupying Seats Three, Seven, Eight and Nine shall end on June 30, 2007.

All members of the Airport Commission other than those occupying Seats One and Two shall serve at the pleasure of both the City Council and the Board of County Commissioners and may be removed at any time, with or without cause, by action of both such bodies. The foregoing provisions notwithstanding, any duly appointed member of the Airport Commission shall continue to serve until the member's successor has been appointed. Members may be appointed to serve successive terms without limitation.

All members of the Airport Commission shall serve without compensation except for such amounts determined appropriate by the County Manager or County Commissioners and City Manager or City Council to offset expenses incurred by Airport Commission members in the performance of their duties as Airport Commission members.

The City Manager of the City of Steamboat Springs and the County Manager of Routt County or their designees shall serve as liaisons to the Commission on behalf of their respective employers.

Section 4. Interview Committee:

The Interview Committee shall consist of three members of the City Council of Steamboat Springs and three members of the Board of County Commissioners of Routt County.

The Interview Committee shall be responsible for notifying those parties having nominating power with respect to members of the Airport Commission of that power and the deadlines for exercising that power. The Interview Committee shall also be responsible for providing notice to the public including, without limitation, by advertisements in the newspapers designated as the official publications of the City and the County, that the Interview Committee is accepting letters of interest and resumes

for such seats on the Airport Commission as the Interview Committee has responsibility for making recommendations to the City and the County.

The Interview Committee shall make recommendations to the City Council and the Board of County Commissioners as to replacements for members occupying Seats Six, Seven, Eight and Nine in the event that any of those seats should become vacant for any reason during a term. In such case, the Interview Committee shall make its recommendation within 45 days after the seat becomes vacant.

Additionally, the Interview Committee shall make recommendations as to the members to occupy Seats Six, Seven, Eight and Nine no later than 45 days before the expiration of the terms of the members occupying those seats in accordance with Paragraph 3 hereof.

The Interview Committee shall request the Board of County Commissioners of Moffat County and the City Council of the City of Craig to provide their nomination for Seat Three in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Three. In the event that the Board of County Commissioners of Moffat County and the City Council of the City of Craig fail to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Town Council of Hayden to provide its nomination for Seat Four in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Four. In the event that the Town Council of Hayden fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Steamboat Springs Chamber Resort Association to provide its nomination for Seat Seven, in the event that such Seat becomes vacant during a term and shall also request its nomination for Seat Seven at least 90 days prior to the end of the term for Seat Seven. In the event that the Steamboat Springs Chamber Resort Association fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such Seat within 30 days after the expiration of the 30 day period for nomination by such entity.

In the event that the Interview Committee fails to make any recommendation required of it hereunder, the City Council and the Board of County Commissioners may jointly appoint members to seats for which no recommendation had been made without such recommendation.

Section 5. Meetings:

The Airport Commission shall meet at least bi-monthly with the managers of the Airports. Meetings of the Airport Commission shall be held at such place and time as a majority of the Airport Commission may agree. City and County shall make such of their facilities available to the Airport Commission for meetings upon request of the Airport Commission and to the extent consistent with other uses of those facilities. Minutes shall be kept of all Airport Commission meetings. The Airport Commission shall have the responsibility and authority to select, for hiring through the Airport Director of HDN, qualified minute takers for all meetings of the Airport Commission. The Airport Commission shall comply with all requirements of the Open Public Meetings Act, (C.R.S. Section 24-6-401 et seq.) applicable to "local public bodies" as defined in that Act as well as any applicable provisions of the Charter of the City of Steamboat Springs, ordinances of the City of Steamboat Springs and resolutions of the Board of County Commissioners of Routt County.

In addition, the Airport Commission shall conduct its proceedings in accordance with Robert's Rules of Order, Revised.

Section 6. Authority and Responsibilities of the Airport Commission:

a. Input and Guidance to Airport Managers Regarding the Operation and Management of Airports or other assistance as requested by the Airport Director of HDN and Airport Manager of SBS. In response to information provided to them or observed by them, the Airport Commission shall provide input and guidance to the Airport Director of HDN and the Airport Manager of SBS as to the operation and management of the airport for which each is responsible and/or other assistance as requested by the Airport Director of HDN and/or Airport Manager of SBS. The Airport Director of HDN shall remain an employee of County and, subject to the authority of the Airport Commission to provide input and guidance to the Airport Director of HDN concerning matters related to the operation and management of HDN, under the direction of the County Manager. The Airport Manager of SBS shall remain an employee of City and, subject to the authority of the Airport Commission to provide input and guidance to the Airport Manager concerning matters related to the operation and management of SBS, under the direction of the City Manager. All personnel actions, such as discipline or termination, taken with respect to the Airport Director of HDN shall be taken only by the County Manager or the Board of County Commissioners following consultation with the Airport Commission. All personnel actions, such as discipline or termination, taken with respect to the Airport Manager of SBS shall be taken only by the City Manager following consultation with the Airport Commission.

b. Airport Budget Preparation. In response to information provided to them or observed by them, the Airport Commission, shall provide input and guidance to the Airport Director of HDN and the Airport Manager of SBS, on operations, personnel and capital budgets for HDN and SBS and any other related assistance as requested by the Airport Director of HDN and Airport Manager of SBS. These budgets shall comply with the accounting and budgeting procedures of the County or City, as applicable and shall be subject to the approval and adoption by the Board of County Commissioners or the City Council, as applicable. The Airport Commission shall also prepare and present a budget for each budget year commencing with 2004 for the operational expenses of the Airport Commission, as necessary. This budget for the operational expenses of the Airport Commission shall also be subject to approval and adoption of both the Board of County Commissioners and the City Council, it being the intent that County and City shall share equally in these expenses.

c. Limitations on Authority of the Airport Commission. The foregoing provisions notwithstanding, the Airport Commission shall

not have the authority to do any of the following without the consent of the City or County, or both, as applicable:

- i. to make substantial changes in the operations of either of the Airports;
- ii. to acquire or dispose of real property or other assets subject to the Airport Commission's management;
- iii. to commit or expend funds except in accordance with an adopted budget;
- iv. to borrow or lend money;
- v. to hire, terminate, discipline, promote, demote or reassign the personnel of either Airport;
- vi. to transfer funds, personnel or equipment from one airport to the other except on a short-term basis in response to special circumstances.

d. Capital Improvements Planning. The Airport Commission shall provide input and guidance to the Airport Managers on short, medium and long-range capital improvement plans for each of the Airports.

Section 7. No Joint Venture or Partnership Created:

SBS and all assets of the City used in connection with BAF shall remain assets of the City. HDN and all assets of the County used in connection with YVRA shall remain assets of the County. No assumption of indebtedness by City or County of the other's indebtedness shall result from this Agreement or the operation of the Airport Commission. No joint venture or partnership is created hereby. It is the intention of City and County that the Airport Commission provide for unified direction of SBS and HDN, but City shall continue to fund the operations of SBS and County shall continue to fund the operations of the HDN.

Section 8. Allocation of Liability and Provision for Insurance:

City shall indemnify, defend and hold County, the Board of County Commissioners, all members of the Yampa Valley Airport Commission, and all employees and insurers of the County harmless from any claim, lawsuit or other liability made against all or any of them arising out of the operation of SBS. County shall indemnify, defend and hold City, the City Council, all members of the Yampa Valley Airport Commission, and all employees and insurers of City harmless from any claim, lawsuit or other liability arising out of the operation of HDN.

In order to protect themselves, City and County at all times during the term of this Agreement shall each maintain standard

form comprehensive airport liability and omissions public officials/professional coverage which is mutually acceptable to the City and County. Worker's compensation insurance for County employees shall be the responsibility of County, and worker's compensation insurance for City employees shall be the responsibility of City.

Section 9. Notice:

Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

City: City Council  
c/o City Manager  
P.O. Box 775088  
Steamboat Springs, Colorado 80477

County: Board of County Commissioners  
c/o County Manager  
P.O. Box 773598  
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in Steamboat Springs, Colorado.

Section 10. Amendments:

This Agreement may not be amended except by a written document executed by both City and County.

Section 11. Term and Termination of Agreement:

This Agreement shall be effective as of August 5, 2003. The initial term of this Agreement shall be from August 5, 2003, through December 31, 2003. Thereafter, its term shall automatically be extended annually for the following year unless either party gives written notice of termination to the other party at least 90 days prior to the commencement of the renewal period. In addition, this Agreement may be terminated at any time

by either party hereto upon 90 days written notice to the other party to this Agreement.

Upon termination, the obligations of the parties hereunder shall terminate. Upon termination, the assets originally those of City shall remain City's and those originally those of County shall remain County's. Any assets purchased jointly by City and County for use at a particular airport shall become assets of the party (i.e., City or County) at whose airport they are in use at the time of termination. Any assets purchased jointly by City and County for use at both airports shall remain assets jointly owned by City and County in proportion to their contribution to the purchase price of such assets.

Section 12. Covenant of Good Faith:

City and County recognize that, in order to achieve the goals for the Airport Commission and the Airports as stated in this Agreement, the City and County need to continue cooperating. Therefore, City and County covenant to exercise the discretion and approval powers contained herein in good faith and in a manner reasonably calculated to achieve the goals set forth in this Agreement.

Section 13. Governing Law; Venue; and Attorney Fees:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. In the event that legal action is brought by either party to this Agreement to enforce or interpret it, the prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action. Venue for any such action shall be in the District Court for the 14<sup>th</sup> Judicial District of Colorado.

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Section 14. Savings Clause:

In the event that a Court of competent jurisdiction determines that any provision of this Agreement is contrary to law and therefore, unenforceable or invalid, the balance of this Agreement shall remain in full force and effect unless, as a result of such decision, the essential purposes of the parties in making this Agreement cannot be achieved.

Attest: ROUTT COUNTY, COLORADO BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk and Recorder

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Routt County Commissioners

Attest: CITY OF STEAMBOAT SPRINGS, COLORADO

\_\_\_\_\_  
Julie Franklin  
City Clerk

By: \_\_\_\_\_  
Jason Lacy, President  
Steamboat Springs City  
Council

**THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE YAMPA VALLEY AIRPORT COMMISSION**

This Third Amended and Restated Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Amended Agreement") dated as of **August 13, 2020**, is between the City of Steamboat Springs, Colorado, a municipality chartered pursuant to the laws of the State of Colorado ("City") and Routt County, Colorado ("County") acting by and through its Board of County Commissioners.

Recitals

A. City is the owner and operator of the Steamboat Springs Airport at Bob Adams Field ("SBS").

B. County is the owner and operator of the Yampa Valley Regional Airport ("HDN") located at Hayden, Colorado. Collectively, SBS and HDN are sometimes referred to hereinafter as the "Airports."

C. City and County have extensively discussed the need for and advantages of having unified policies and long-range planning for the Airports and the possibility of forming a statutory airport authority pursuant to the Colorado Public Airport Authority Act (C.R.S. Section 41-3-101, et seq.) to obtain those objectives.

D. City and County have concluded that, rather than forming a statutory airport authority, forming an airport commission by an intergovernmental agreement is more consistent with the above objectives while allowing each to maintain ownership of its airport.

E. City and County have heretofore entered into an Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Agreement") dated as of August 5, 2003 and amended and restated as of January 10, 2006, December 22, 2009, and February 10, 2011 pursuant to which the Yampa Valley Airport Commission (the "Airport Commission") was established.

F. City and County desire to further amend the Agreement in certain respects.

G. City and County intend by this Third Amended Agreement to amend and restate the Agreement and to set forth the terms and

conditions under which the Airport Commission will exist and operate and to further set forth the relationships among City, County and the Airport Commission.

Terms and Conditions

Section 1. Airport Commission Established:

The Yampa Valley Airport Commission, as heretofore established, is hereby confirmed as a commission of both County and City. City and County agree to share equally in the start-up and operational costs of the Airport Commission, such as the cost of obtaining stationery, advertising for commission members, the salary for the Commission's minute taker, and expense incurred by commission members in the performance of their duties.

Section 2. Selection of Airport Commission Members:

There shall be nine regular members of the Airport Commission whose qualifications and manner of selection shall be as follows:

- a. Seat One shall be occupied by a member of the City Council of the City of Steamboat Springs, as selected by said City Council.
- b. Seat Two shall be occupied by a member of the Board of County Commissioners of Routt County, as selected by said Board of County Commissioners.
- c. Seat Three shall be occupied by a resident of Moffat County, Colorado, to be nominated by the Board of County Commissioners of Moffat County and the City Council of the City of Craig, Colorado, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- d. Seat Four shall be occupied by a resident of the Town of Hayden, Colorado, to be nominated by the Town of Hayden Town Board, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- e. Seat Five shall be occupied by an officer, director or employee of the Steamboat Ski & Resort Corporation, to be nominated by the President of said corporation, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt

County.

f. Seat Six shall be occupied by a resident of Routt County, to be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

g. Seat Seven shall be occupied by a resident of Routt County active in the general business community to be nominated by the Steamboat Springs Chamber Resort Association. Said member shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.

h. Seats Eight and Nine shall be occupied by residents of Routt County active in the aviation community. Said members shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

With the exception of the member occupying Seat Three, all members of the Airport Commission must be full-time residents of Routt County.

Where appointments are specified to be made jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, said bodies' actions of appointment shall be by separate vote although said bodies may deliberate such action at a joint meeting.

All regular members shall be entitled to vote. Alternate representatives may be nominated and appointed for Seats One, Two, Three, Four, Five and Seven by the same organizations and in the same manner as provided above for the nomination and appointment of the primary representatives occupying those seats. In the absence of the primary representative member, the alternate representative member shall be considered seated and entitled to vote. A majority of the members entitled to vote shall constitute a quorum of the Airport Commission.

Section 3. Term of Airport Commission Members:

The terms of the members occupying Seats One and Two shall be indefinite and determined by the elective body, that is the City Council or Board of County Commissioners, selecting such members; provided, however, that the terms of such members shall automatically expire upon termination of such member's term on the elective body which they represent. All other members of the Airport Commission except those occupying Seats One and Two shall serve four year terms; provided, however, that the terms of the members initially occupying Seats Three, Seven, Eight and Nine shall end on June 30, 2007.

All members of the Airport Commission other than those occupying Seats One and Two shall serve at the pleasure of both the City Council and the Board of County Commissioners and may be removed at any time, with or without cause, by action of both such bodies. The foregoing provisions notwithstanding, any duly appointed member of the Airport Commission shall continue to serve until the member's successor has been appointed. Members may be appointed to serve successive terms without limitation.

All members of the Airport Commission shall serve without compensation except for such amounts determined appropriate by the County Manager or County Commissioners and City Manager or City Council to offset expenses incurred by Airport Commission members in the performance of their duties as Airport Commission members.

The City Manager of the City of Steamboat Springs and the County Manager of Routt County or their designees shall serve as liaisons to the Commission on behalf of their respective employers.

Section 4. Interview Committee:

The Interview Committee shall consist of three members of the City Council of Steamboat Springs and three members of the Board of County Commissioners of Routt County.

The Interview Committee shall be responsible for notifying those parties having nominating power with respect to members of the Airport Commission of that power and the deadlines for exercising that power. The Interview Committee shall also be responsible for providing notice to the public including, without limitation, by advertisements in the newspapers designated as the official publications of the City and the County, that the Interview Committee is accepting letters of interest and resumes

for such seats on the Airport Commission as the Interview Committee has responsibility for making recommendations to the City and the County.

The Interview Committee shall make recommendations to the City Council and the Board of County Commissioners as to replacements for members occupying Seats Six, Seven, Eight and Nine in the event that any of those seats should become vacant for any reason during a term. In such case, the Interview Committee shall make its recommendation within 45 days after the seat becomes vacant.

Additionally, the Interview Committee shall make recommendations as to the members to occupy Seats Six, Seven, Eight and Nine no later than 45 days before the expiration of the terms of the members occupying those seats in accordance with Paragraph 3 hereof.

The Interview Committee shall request the Board of County Commissioners of Moffat County and the City Council of the City of Craig to provide their nomination for Seat Three in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Three. In the event that the Board of County Commissioners of Moffat County and the City Council of the City of Craig fail to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Town Council of Hayden to provide its nomination for Seat Four in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Four. In the event that the Town Council of Hayden fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Steamboat Springs Chamber Resort Association to provide its nomination for Seat Seven, in the event that such Seat becomes vacant during a term and shall also request its nomination for Seat Seven at least 90 days prior to the end of the term for Seat Seven. In the event that the Steamboat Springs Chamber Resort Association fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such Seat within 30 days after the expiration of the 30 day period for nomination by such entity.

In the event that the Interview Committee fails to make any recommendation required of it hereunder, the City Council and the Board of County Commissioners may jointly appoint members to seats for which no recommendation had been made without such recommendation.

Section 5. Meetings:

The Airport Commission shall meet at least bi-monthly with the managers of the Airports. Meetings of the Airport Commission shall be held at such place and time as a majority of the Airport Commission may agree. City and County shall make such of their facilities available to the Airport Commission for meetings upon request of the Airport Commission and to the extent consistent with other uses of those facilities. Minutes shall be kept of all Airport Commission meetings. The Airport Commission shall have the responsibility and authority to select, for hiring through the Airport Director of HDN, qualified minute takers for all meetings of the Airport Commission. The Airport Commission shall comply with all requirements of the Open Public Meetings Act, (C.R.S. Section 24-6-401 et seq.) applicable to "local public bodies" as defined in that Act as well as any applicable provisions of the Charter of the City of Steamboat Springs, ordinances of the City of Steamboat Springs and resolutions of the Board of County Commissioners of Routt County.

In addition, the Airport Commission shall conduct its proceedings in accordance with Robert's Rules of Order, Revised.

Section 6. Authority and Responsibilities of the Airport Commission:

a. Input and Guidance to Airport Managers Regarding the Operation and Management of Airports or other assistance as requested by the Airport Director of HDN and Airport Manager of SBS. In response to information provided to them or observed by them, the Airport Commission shall provide input and guidance to the Airport Director of HDN and the Airport Manager of SBS as to the operation and management of the airport for which each is responsible and/or other assistance as requested by the Airport Director of HDN and/or Airport Manager of SBS. The Airport Director of HDN shall remain an employee of County and, subject to the authority of the Airport Commission to provide input and guidance to the Airport Director of HDN concerning matters related to the operation and management of HDN, under the direction of the County Manager. The Airport Manager of SBS shall remain an employee of City and, subject to the authority of the Airport Commission to provide input and guidance to the Airport Manager concerning matters related to the operation and management of SBS, under the direction of the City Manager. All personnel actions, such as discipline or termination, taken with respect to the Airport Director of HDN shall be taken only by the County Manager or the Board of County Commissioners following consultation with the Airport Commission. All personnel actions, such as discipline or termination, taken with respect to the Airport Manager of SBS shall be taken only by the City Manager following consultation with the Airport Commission.

b. Airport Budget Preparation. In response to information provided to them or observed by them, the Airport Commission, shall provide input and guidance to the Airport Director of HDN and the Airport Manager of SBS, on operations, personnel and capital budgets for HDN and SBS and any other related assistance as requested by the Airport Director of HDN and Airport Manager of SBS. These budgets shall comply with the accounting and budgeting procedures of the County or City, as applicable and shall be subject to the approval and adoption by the Board of County Commissioners or the City Council, as applicable. The Airport Commission shall also prepare and present a budget for each budget year commencing with 2004 for the operational expenses of the Airport Commission, as necessary. This budget for the operational expenses of the Airport Commission shall also be subject to approval and adoption of both the Board of County Commissioners and the City Council, it being the intent that County and City shall share equally in these expenses.

c. Limitations on Authority of the Airport Commission. The foregoing provisions notwithstanding, the Airport Commission shall

not have the authority to do any of the following without the consent of the City or County, or both, as applicable:

- i. to make substantial changes in the operations of either of the Airports;
- ii. to acquire or dispose of real property or other assets subject to the Airport Commission's management;
- iii. to commit or expend funds except in accordance with an adopted budget;
- iv. to borrow or lend money;
- v. to hire, terminate, discipline, promote, demote or reassign the personnel of either Airport;
- vi. to transfer funds, personnel or equipment from one airport to the other except on a short-term basis in response to special circumstances.

d. Capital Improvements Planning. The Airport Commission shall provide input and guidance to the Airport Managers on short, medium and long-range capital improvement plans for each of the Airports.

Section 7. No Joint Venture or Partnership Created:

SBS and all assets of the City used in connection with BAF shall remain assets of the City. HDN and all assets of the County used in connection with YVRA shall remain assets of the County. No assumption of indebtedness by City or County of the other's indebtedness shall result from this Agreement or the operation of the Airport Commission. No joint venture or partnership is created hereby. It is the intention of City and County that the Airport Commission provide for unified direction of SBS and HDN, but City shall continue to fund the operations of SBS and County shall continue to fund the operations of the HDN.

Section 8. Allocation of Liability and Provision for Insurance:

City shall indemnify, defend and hold County, the Board of County Commissioners, all members of the Yampa Valley Airport Commission, and all employees and insurers of the County harmless from any claim, lawsuit or other liability made against all or any of them arising out of the operation of SBS. County shall indemnify, defend and hold City, the City Council, all members of the Yampa Valley Airport Commission, and all employees and insurers of City harmless from any claim, lawsuit or other liability arising out of the operation of HDN.

In order to protect themselves, City and County at all times during the term of this Agreement shall each maintain standard

form comprehensive airport liability and omissions public officials/professional coverage which is mutually acceptable to the City and County. Worker's compensation insurance for County employees shall be the responsibility of County, and worker's compensation insurance for City employees shall be the responsibility of City.

Section 9. Notice:

Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

City: City Council  
c/o City Manager  
P.O. Box 775088  
Steamboat Springs, Colorado 80477

County: Board of County Commissioners  
c/o County Manager  
P.O. Box 773598  
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in Steamboat Springs, Colorado.

Section 10. Amendments:

This Agreement may not be amended except by a written document executed by both City and County.

Section 11. Term and Termination of Agreement:

This Agreement shall be effective as of August 5, 2003. The initial term of this Agreement shall be from August 5, 2003, through December 31, 2003. Thereafter, its term shall automatically be extended annually for the following year unless either party gives written notice of termination to the other party at least 90 days prior to the commencement of the renewal period. In addition, this Agreement may be terminated at any time

by either party hereto upon 90 days written notice to the other party to this Agreement.

Upon termination, the obligations of the parties hereunder shall terminate. Upon termination, the assets originally those of City shall remain City's and those originally those of County shall remain County's. Any assets purchased jointly by City and County for use at a particular airport shall become assets of the party (i.e., City or County) at whose airport they are in use at the time of termination. Any assets purchased jointly by City and County for use at both airports shall remain assets jointly owned by City and County in proportion to their contribution to the purchase price of such assets.

Section 12. Covenant of Good Faith:

City and County recognize that, in order to achieve the goals for the Airport Commission and the Airports as stated in this Agreement, the City and County need to continue cooperating. Therefore, City and County covenant to exercise the discretion and approval powers contained herein in good faith and in a manner reasonably calculated to achieve the goals set forth in this Agreement.

Section 13. Governing Law; Venue; and Attorney Fees:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. In the event that legal action is brought by either party to this Agreement to enforce or interpret it, the prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action. Venue for any such action shall be in the District Court for the 14<sup>th</sup> Judicial District of Colorado.

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Section 14. Savings Clause:

In the event that a Court of competent jurisdiction determines that any provision of this Agreement is contrary to law and therefore, unenforceable or invalid, the balance of this Agreement shall remain in full force and effect unless, as a result of such decision, the essential purposes of the parties in making this Agreement cannot be achieved.

Attest: ROUTT COUNTY, COLORADO BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk and Recorder

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Routt County Commissioners

Attest: CITY OF STEAMBOAT SPRINGS, COLORADO

\_\_\_\_\_  
Julie Franklin  
City Clerk

By: \_\_\_\_\_  
Jason Lacy, President  
Steamboat Springs City  
Council

# EXHIBIT A

## **THIRSECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE YAMPA VALLEY AIRPORT COMMISSION**

This ThirSecond Amended and Restated Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Amended Agreement") dated as of AugustFebruary 130, 202011, is between the City of Steamboat Springs, Colorado, a municipality chartered pursuant to the laws of the State of Colorado ("City") and Routt County, Colorado ("County") acting by and through its Board of County Commissioners.

### Recitals

A. City is the owner and operator of the Steamboat Springs Airport at Bob Adams Field ("SBSBAF").

B. County is the owner and operator of the Yampa Valley Regional Airport ("HDNYVRA") located at Hayden, Colorado. Collectively, SBSBAF and HDNYVRA are sometimes referred to hereinafter as the "Airports."

C. City and County have extensively discussed the need for and advantages of having unified policies and long-range planning for the Airports and the possibility of forming a statutory airport authority pursuant to the Colorado Public Airport Authority Act (C.R.S. Section 41-3-101, et seq.) to obtain those objectives.

D. City and County have concluded that, rather than forming a statutory airport authority, forming an airport commission by an intergovernmental agreement is more consistent with the above objectives while allowing each to maintain ownership of its airport.

E. City and County have heretofore entered into an Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Agreement") dated as of August 5, 2003 and amended and restated as of January 10, 2006, ~~and~~ December 22, 2009, and February 10, 2011 pursuant to which the Yampa Valley Airport Commission (the "Airport Commission") was established.

F. City and County desire to further amend the Agreement in certain respects.

G. City and County intend by this ThirSecond Amended Agreement to amend and restate the Agreement and to set forth the

terms and conditions under which the Airport Commission will exist and operate and to further set forth the relationships among City, County and the Airport Commission.

Terms and Conditions

Section 1. Airport Commission Established:

The Yampa Valley Airport Commission, as heretofore established, is hereby confirmed as a commission of both County and City. City and County agree to share equally in the start-up and operational costs of the Airport Commission, such as the cost of obtaining stationery, advertising for commission members, the salary for the Commission's minute taker, and expense incurred by commission members in the performance of their duties.

Section 2. Selection of Airport Commission Members:

There shall be nine regular members of the Airport Commission whose qualifications and manner of selection shall be as follows:

- a. Seat One shall be occupied by a member of the City Council of the City of Steamboat Springs, as selected by said City Council.
- b. Seat Two shall be occupied by a member of the Board of County Commissioners of Routt County, as selected by said Board of County Commissioners.
- c. Seat Three shall be occupied by a resident of Moffat County, Colorado, to be nominated by the Board of County Commissioners of Moffat County and the City Council of the City of Craig, Colorado, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- d. Seat Four shall be occupied by a resident of the Town of Hayden, Colorado, to be nominated by the Town of Hayden Town Board, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.
- e. Seat Five shall be occupied by an officer, director or employee of the Steamboat Ski & Resort Corporation, to be nominated by the President of said corporation, and appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt

County.

f. Seat Six shall be occupied by a resident of Routt County, to be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

g. Seat Seven shall be occupied by a resident of Routt County active in the general business community to be nominated by the Steamboat Springs Chamber Resort Association. Said member shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County.

h. Seats Eight and Nine shall be occupied by residents of Routt County active in the aviation community. Said members shall be appointed jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County based upon the nomination of the Interview Committee established pursuant to Section 4 of this Agreement.

With the exception of the member occupying Seat Three, all members of the Airport Commission must be full-time residents of Routt County.

Where appointments are specified to be made jointly by the City Council of Steamboat Springs and the Board of County Commissioners of Routt County, said bodies' actions of appointment shall be by separate vote although said bodies may deliberate such action at a joint meeting.

All regular members shall be entitled to vote. Alternate representatives may be nominated and appointed for Seats One, Two, Three, Four, Five and Seven by the same organizations and in the same manner as provided above for the nomination and appointment of the primary representatives occupying those seats. In the absence of the primary representative member, the alternate representative member shall be considered seated and entitled to vote. A majority of the members entitled to vote shall constitute a quorum of the Airport Commission.

Section 3. Term of Airport Commission Members:

The terms of the members occupying Seats One and Two shall be indefinite and determined by the elective body, that is the City Council or Board of County Commissioners, selecting such members; provided, however, that the terms of such members shall automatically expire upon termination of such member's term on the elective body which they represent. All other members of the Airport Commission except those occupying Seats One and Two shall serve four year terms; provided, however, that the terms of the members initially occupying Seats Three, Seven, Eight and Nine shall end on June 30, 2007.

All members of the Airport Commission other than those occupying Seats One and Two shall serve at the pleasure of both the City Council and the Board of County Commissioners and may be removed at any time, with or without cause, by action of both such bodies. The foregoing provisions notwithstanding, any duly appointed member of the Airport Commission shall continue to serve until the member's successor has been appointed. Members may be appointed to serve successive terms without limitation.

All members of the Airport Commission shall serve without compensation except for such amounts determined appropriate by the County Manager or County Commissioners and City Manager or City Council to offset expenses incurred by Airport Commission members in the performance of their duties as Airport Commission members.

The City Manager of the City of Steamboat Springs and the County Manager of Routt County or their designees shall serve as liaisons to the Commission on behalf of their respective employers.

Section 4. Interview Committee:

The Interview Committee shall consist of three members of the City Council of Steamboat Springs and three members of the Board of County Commissioners of Routt County.

The Interview Committee shall be responsible for notifying those parties having nominating power with respect to members of the Airport Commission of that power and the deadlines for exercising that power. The Interview Committee shall also be responsible for providing notice to the public including, without limitation, by advertisements in the newspapers designated as the official publications of the City and the County, that the Interview Committee is accepting letters of interest and resumes

for such seats on the Airport Commission as the Interview Committee has responsibility for making recommendations to the City and the County.

The Interview Committee shall make recommendations to the City Council and the Board of County Commissioners as to replacements for members occupying Seats Six, Seven, Eight and Nine in the event that any of those seats should become vacant for any reason during a term. In such case, the Interview Committee shall make its recommendation within 45 days after the seat becomes vacant.

Additionally, the Interview Committee shall make recommendations as to the members to occupy Seats Six, Seven, Eight and Nine no later than 45 days before the expiration of the terms of the members occupying those seats in accordance with Paragraph 3 hereof.

The Interview Committee shall request the Board of County Commissioners of Moffat County and the City Council of the City of Craig to provide their nomination for Seat Three in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Three. In the event that the Board of County Commissioners of Moffat County and the City Council of the City of Craig fail to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Town Council of Hayden to provide its nomination for Seat Four in the event that such seat becomes vacant during a term and shall also request their nomination for that seat at least 90 days prior to the end of the term of Seat Four. In the event that the Town Council of Hayden fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such seat within 30 days after the expiration of the 30 day period for nominations by those entities.

The Interview Committee shall request the Steamboat Springs Chamber Resort Association to provide its nomination for Seat Seven, in the event that such Seat becomes vacant during a term and shall also request its nomination for Seat Seven at least 90 days prior to the end of the term for Seat Seven. In the event that the Steamboat Springs Chamber Resort Association fails to make the requested nomination within 30 days after the request is made by the Interview Committee, then the Interview Committee shall make a recommendation to the City Council of the City of Steamboat Springs and the Board of County Commissioners of Routt County as to the member to occupy such Seat within 30 days after the expiration of the 30 day period for nomination by such entity.

In the event that the Interview Committee fails to make any recommendation required of it hereunder, the City Council and the Board of County Commissioners may jointly appoint members to seats for which no recommendation had been made without such recommendation.

Section 5. Meetings:

The Airport Commission shall meet at least bi-monthly with the managers of the Airports. Meetings of the Airport Commission shall be held at such place and time as a majority of the Airport Commission may agree. City and County shall make such of their facilities available to the Airport Commission for meetings upon request of the Airport Commission and to the extent consistent with other uses of those facilities. Minutes shall be kept of all Airport Commission meetings. The Airport Commission shall have the responsibility and authority to select, for hiring through the Airport ~~Director~~ Manager of ~~HDNYVRA~~, qualified minute takers for all meetings of the Airport Commission. The Airport Commission shall comply with all requirements of the Open Public Meetings Act, (C.R.S. Section 24-6-401 et seq.) applicable to "local public bodies" as defined in that Act as well as any applicable provisions of the Charter of the City of Steamboat Springs, ordinances of the City of Steamboat Springs and resolutions of the Board of County Commissioners of Routt County.

In addition, the Airport Commission shall conduct its proceedings in accordance with Robert's Rules of Order, Revised.

Section 6. Authority and Responsibilities of the Airport Commission:

a. Input and Guidance Policy Direction ~~t~~To Airport Managers Regarding the Operation and Management of Airports or other assistance as requested by the Airport Director of HDN and Airport Manager of SBS. In response to information provided to them or observed by them, ~~t~~The Airport Commission shall provide input and guidance ~~policy direction~~ to the Airport ~~Directo~~Manager of ~~HDNYVRA~~ and the Airport Manager of ~~SBSBAF as in relation~~ to the operation and management of the airport for which each is responsible and/or other assistance as requested by the Airport Director of HDN and/or Airport Manager of SBS. The Airport ~~Directo~~Manager of ~~HDNYVRA~~ shall remain an employee of County and, subject to the authority of the Airport Commission to provide ~~policy direction~~ input and guidance to the Airport ~~Directo~~Manager of ~~HDNYVRA~~ concerning matters related to the operation and management of ~~HDNYVRA~~, under the direction of the County Manager. The Airport Manager of ~~SBSBAF~~ shall remain an employee of City and, subject to the authority of the Airport Commission to provide ~~policy direction~~ input and guidance to the Airport Manager concerning matters related to the operation and management of ~~SBSBAF~~, under the direction of the City Manager. All personnel actions, such as discipline or termination, taken with respect to the Airport ~~Directo~~Manager of ~~HDNYVRA~~ shall be taken only by the County Manager or the Board of County Commissioners following consultation with the Airport Commission. All personnel actions, such as discipline or termination, taken with respect to the Airport Manager of ~~SBSBAF~~ shall be taken only by the City Manager following consultation with the Airport Commission.

b. Airport Budget Preparation. In response to information provided to them or observed by them, ~~t~~The Airport Commission, shall provide input and guidance ~~to with the assistance of the Airport Director of HDN and the Airport Manager of SBSs,~~ ~~shall be responsible for providing direction on~~ ~~preparing and presenting~~ operations, personnel and capital budgets for ~~HDNYVRA~~ and ~~SBSBAF~~ and any other related assistance as requested by the Airport Director of HDN and Airport Manager of SBS. These budgets shall comply with the accounting and budgeting procedures of the County or City, as applicable and shall be subject to the approval and adoption by the Board of County Commissioners or the City Council, as applicable. The Airport Commission shall also prepare and present a budget for each budget year commencing with 2004 for the operational expenses of the Airport Commission, as necessary. This budget for the operational expenses of the Airport Commission shall also be subject to approval and adoption of both the Board of County Commissioners and the City Council, it being the intent that County and City shall share equally in these expenses.

c. Limitations on Authority of the Airport Commission. The foregoing provisions notwithstanding, the Airport Commission shall not have the authority to do any of the following without the consent of the City or County, or both, as applicable:

i. to make substantial changes in the operations of either of the Airports;

ii. to acquire or dispose of real property or other assets subject to the Airport Commission's management;

iii. to commit or expend funds except in accordance with an adopted budget;

iv. to borrow or lend money;

v. to hire, terminate, discipline, promote, demote or reassign the personnel of either Airport;

vi. to transfer funds, personnel or equipment from one airport to the other except on a short-term basis in response to special circumstances.

d. Capital Improvements Planning. The Airport Commission shall ~~provide input and guidance direction to the Airport Managers on formulate and forward to the Board of County Commissioners and City Council,~~ short, medium and long-range capital improvement plans for each of the Airports.

Section 7. No Joint Venture or Partnership Created:

SBSBAF and all assets of the City used in connection with BAF shall remain assets of the City. HDNYVRA and all assets of the County used in connection with YVRA shall remain assets of the County. No assumption of indebtedness by City or County of the other's indebtedness shall result from this Agreement or the operation of the Airport Commission. No joint venture or partnership is created hereby. It is the intention of City and County that the Airport Commission provide for unified direction of SBSBAF and HDNYVRA, but City shall continue to fund the operations of SBSBAF and County shall continue to fund the operations of the HDNYVRA.

Section 8. Allocation of Liability and Provision for Insurance:

City shall indemnify, defend and hold County, the Board of County Commissioners, all members of the Yampa Valley Airport Commission, and all employees and insurers of the County harmless from any claim, lawsuit or other liability made against all or any of them arising out of the operation of SBSBAF. County shall indemnify, defend and hold City, the City Council, all members of the Yampa Valley Airport Commission, and all employees and

insurers of City harmless from any claim, lawsuit or other liability arising out of the operation of HDNYVRA.

In order to protect themselves, City and County at all times during the term of this Agreement shall each maintain standard form comprehensive airport liability and omissions public officials/professional coverage which is mutually acceptable to the City and County. Worker's compensation insurance for County employees shall be the responsibility of County, and worker's compensation insurance for City employees shall be the responsibility of City.

Section 9. Notice:

Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

City: City Council  
c/o City Manager  
P.O. Box 775088  
Steamboat Springs, Colorado 80477

County: Board of County Commissioners  
c/o County Manager  
P.O. Box 773598  
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in Steamboat Springs, Colorado.

Section 10. Amendments:

This Agreement may not be amended except by a written document executed by both City and County.

Section 11. Term and Termination of Agreement:

This Agreement shall be effective as of August 5, 2003. The initial term of this Agreement shall be from August 5, 2003, through December 31, 2003. Thereafter, its term shall

automatically be extended annually for the following year unless either party gives written notice of termination to the other party at least 90 days prior to the commencement of the renewal period. In addition, this Agreement may be terminated at any time by either party hereto upon 90 days written notice to the other party to this Agreement.

Upon termination, the obligations of the parties hereunder shall terminate. Upon termination, the assets originally those of City shall remain City's and those originally those of County shall remain County's. Any assets purchased jointly by City and County for use at a particular airport shall become assets of the party (i.e., City or County) at whose airport they are in use at the time of termination. Any assets purchased jointly by City and County for use at both airports shall remain assets jointly owned by City and County in proportion to their contribution to the purchase price of such assets.

Section 12. Covenant of Good Faith:

City and County recognize that, in order to achieve the goals for the Airport Commission and the Airports as stated in this Agreement, the City and County need to continue cooperating. Therefore, City and County covenant to exercise the discretion and approval powers contained herein in good faith and in a manner reasonably calculated to achieve the goals set forth in this Agreement.

Section 13. Governing Law; Venue; and Attorney Fees:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. In the event that legal action is brought by either party to this Agreement to enforce or interpret it, the prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action. Venue for any such action shall be in the District Court for the 14<sup>th</sup> Judicial District of Colorado.

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Section 14. Savings Clause:

In the event that a Court of competent jurisdiction determines that any provision of this Agreement is contrary to law and therefore, unenforceable or invalid, the balance of this Agreement shall remain in full force and effect unless, as a result of such decision, the essential purposes of the parties in making this Agreement cannot be achieved.

Attest: ROUTT COUNTY, COLORADO BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk and Recorder

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Routt County Commissioners

Attest: CITY OF STEAMBOAT SPRINGS, COLORADO

\_\_\_\_\_  
Julie Franklin  
City Clerk

By: \_\_\_\_\_  
Jason Lacy, President  
Steamboat Springs City  
Council

**CITY OF STEAMBOAT SPRINGS, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF STEAMBOAT SPRINGS APPROVING THE  
AMENDMENT AND RESTATEMENT OF AN INTERGOVERNMENTAL  
AGREEMENT ESTABLISHING THE YAMPA VALLEY AIRPORT COMMISSION**

**RECITALS**

A. City is the owner and operator of the Steamboat Springs Airport at Bob Adams Field ("SBS").

B. County is the owner and operator of the Yampa Valley Regional Airport ("HDN") located at Hayden, Colorado. Collectively, SBS and HDN are sometimes referred to hereinafter as the "Airports."

C. City and County have extensively discussed the need for and advantages of having unified policies and long-range planning for the Airports and the possibility of forming a statutory airport authority pursuant to the Colorado Public Airport Authority Act (C.R.S. Section 41-3-101, et seq.) to obtain those objectives.

D. City and County have concluded that, rather than forming a statutory airport authority, forming an airport commission by an intergovernmental agreement is more consistent with the above objectives while allowing each to maintain ownership of its airport.

E. City and County have heretofore entered into an Intergovernmental Agreement Establishing the Yampa Valley Airport Commission (the "Agreement") dated as of August 5, 2003 and amended and restated as of January 10, 2006, December 22, 2009, and February 10, 2011 pursuant to which the Yampa Valley Airport Commission (the "Airport Commission") was established.

F. City and County desire to further amend the Agreement in certain respects.

G. City and County intend by the Third Amended Agreement attached hereto as Exhibit "A" to amend and restate the Agreement and to set forth the terms and conditions under which the Airport Commission will exist and operate and to further set forth the relationships among City, County and the Airport Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF STEAMBOAT SPRINGS, COLORADO, THAT:**

The Third Amended Agreement attached hereto as Exhibit "A" is hereby approved. The City Council President or President Pro-Tem are hereby authorized to executed the Third Amended Agreement

**PASSED, ADOPTED, AND APPROVED** this \_\_\_\_ day of September, 2020.

---

**Jason Lacy, President**  
**Steamboat Springs City Council**

**ATTEST:**

---

**Julie Franklin, CMC**  
**City Clerk**



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE:</b> October 13, 2020	<b>ITEM TIME:</b>

<b>FROM:</b>	J. Kennedy/G. Romero/R. DuBois
<b>TODAY'S DATE:</b>	October 5, 2020
<b>AGENDA TITLE:</b>	IFB 698 Culverts 2020

<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>	
<input checked="" type="checkbox"/> <b>X ACTION ITEM</b>	
<input type="checkbox"/> <b>DIRECTION</b>	
<input type="checkbox"/> <b>INFORMATION</b>	

<b>I. DESCRIBE THE REQUEST OR ISSUE:</b>
Consideration of the Board of County Commissioners to approve the award and authorization of the County Manager to electronically sign the purchase order for IFB 698 Culverts 2020 to True North Steel in the amount not to exceed of \$27,854.37 for the Routt County Public Works Department.

<b>II. RECOMMENDED ACTION:</b>
Motion for the Board of County Commissioners to approve the award and authorize the County Manager to electronically sign the purchase order for IFB 698 Culverts 2020 to True North Steel in the amount not to exceed of \$27,854.37.

<b>III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):</b>
<b>BUDGETED AMOUNT: \$65,000.00</b>
<b>PROPOSED EXPENDITURE: \$27,854.37</b>
<b>FUNDING SOURCE: PW Roads 25420709 741700</b>

<b>IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):</b>
None.



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

### V. BACKGROUND INFORMATION:

The Routt County Purchasing Agent sent out IFB 698 Culverts 2020 for proposals to nine (9) suppliers and two (2) submitted valid proposals. True North Steel provided the lowest bid as seen below and on the attached IFB 698 Bid Tabulation Sheet.

True North	\$27,854.37
Ace/Eaton Metals	\$39,005.10
Contech Engineered Solutions	No Response
Grand Junction Pipe	No Response
Elk Head Supply	No Response
Craig Steel	No Response
Sky Steel	No Response
NWR Supply	No Response
Big R Bridge	No Response

### VI. LEGAL ISSUES:

None anticipated.

### VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None anticipated.

### VIII. SUMMARY AND OTHER OPTIONS:

Recommendation for the Board of County Commissioners to approve the award and authorize the County Manager to electronically sign the purchase order for IFB 698 Culverts 2020 to True North Steel in the amount not to exceed of \$27,854.37.

To be delivered to Routt County Oak Creek Shop District 1, 24500 CR 27, Oak Creek, Colorado 80467

Culvert Quantity	Gauge	Diameter (Inches)	Length (feet)	Culvert Unit Price	Culvert Total Cost		Band Quantity	Band Diameter/Inch	Band Unit Price	Band Total Cost	Culvert and Band Total Cost
5	14	18	24	\$ 456.72	\$2,283.60		10	18	\$ 28.55	\$ 285.50	\$2,569.10
4	14	15	24	\$ 379.44	\$1,517.76		10	15	\$ 23.72	\$ 237.20	\$1,754.96
2	14	30	24	\$ 758.64	\$1,517.28		5	12	\$ 18.99	\$ 94.95	\$1,612.23
Freight Included											
<b>Sub Total</b>											<b>\$5,936.29</b>

To be delivered to Routt County Hayden Shop District 2, 38000 CR 53, Hayden, Colorado 81639

Culvert Quantity	Gauge	Diameter (Inches)	Length (feet)	Culvert Unit Price	Culvert Total Cost		Band Quantity	Band Diameter/Inch	Band Unit Price	Band Total Cost	Culvert and Band Total Cost
6	14	24	24	\$ 606.96	\$3,641.76		6	30	\$ 47.42	\$ 284.52	\$3,926.28
2	14	60	24	\$ 1,694.16	\$3,388.32		6	24	\$ 37.94	\$ 227.64	\$3,615.96
					\$0.00					\$ -	\$0.00
Freight Included											
<b>Sub Total</b>											<b>\$7,542.24</b>

To be delivered to Routt County Steamboat Springs Shop District 3, 2300 County Shop Road, Steamboat Springs, Colorado 80487

Culvert Quantity	Gauge	Diameter (Inches)	Length (Feet)	Culvert Unit Price	Culvert Total Cost		Band Quantity	Band Diameter/Inch	Band Unit Price	Band Total Cost	Culvert and Band Total Cost
4	14	12	24	\$ 303.84	\$1,215.36		4	12	\$ 18.99	\$ 75.96	\$1,291.32
6	14	15	24	\$379.44	\$2,276.64		4	15	\$ 23.72	\$ 94.88	\$2,371.52
6	14	18	24	\$ 453.36	\$2,720.16		6	18	\$ 28.34	\$ 170.04	\$2,890.20
4	14	24	24	\$ 606.96	\$2,427.84		6	24	\$ 37.94	\$ 227.64	\$2,655.48
4	14	48	24	\$ 1,215.84	\$4,863.36		4	48	\$ 75.99	\$ 303.96	\$5,167.32
Freight Included											
<b>Sub Total</b>											<b>\$14,375.84</b>
											<b>\$27,854.37</b>



**SAAB**

## **Yampa Valley Regional Airport – Situational Awareness System (SAS)**

**RFP 694 YVRA Agreement for the Design, Sale and Installation of Situational Awareness System (SAS) EXHIBIT A**

### **Aerobahn Surface Monitor with ADS-B Surface Surveillance Coverage Program Management Proposal**

**Document # 21315**



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## 7 Scope of Services

Saab thanks the Yampa Valley Regional Airport (YVRA) for the opportunity to propose our Situational Awareness System (SAS). We are excited because it gives us an opportunity to showcase our market-proven products, experience, and expertise and apply it your airport.

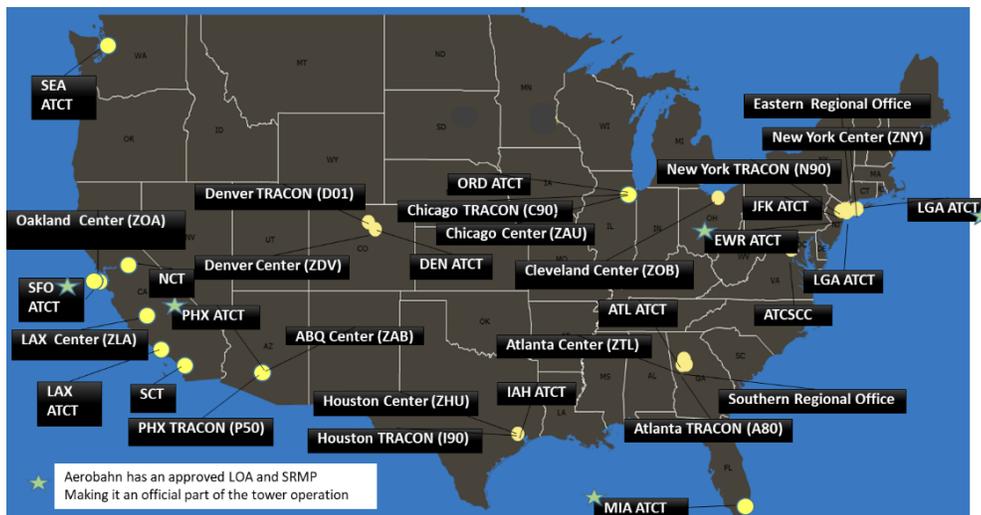
We understand that the winter months are critical for the airport and the communities you serve. We also understand that winter can be a very challenging time to keep the airport running smoothly and safely. It is with this eye towards safety and efficiency that the YVRA is seeking solutions from industry for increased situational awareness of aircraft and vehicles.

### Why Aerobahn Surface Monitor is the Ideal Solution for HDN

Aerobahn surface monitor is a web based hosted surface display system. It was first deployed at DTW airport for Northwest Airlines in 2004 and since that time it has been upgraded and deployed all over the US and the World. It is the principal surface management platform for ramp control and decision support at most of the major airports in the US.



One of the remarkable attributes of Aerobahn is not just its deployment at major airports ( we understand that many vendors can show similar maps of where products are deployed) is that in many airports Aerobahn is shared and used by the associated FAA facilities. Furthermore, and handful of these airport the FAA ATCTs have taken it one step further and formally use Aerobahn in their day-to-day operation. The use if formalized by Letters of Agreement and completion (and passing) Safety Risk Management Process.



# Yampa Valley Regional Airport – Situational Awareness System (SAS)

## *Aerobahn Surface Monitor with ADS-B Surface Surveillance Coverage Program Management Proposal*

These are credentials that make Aerobahn unique and are presented as compelling evidence of the quality and maturity of the Aerobahn Surface Monitor and to make the point if Saab can work with and configure Aerobahn for these missions, we can and will configure Aerobahn to meet the mission at HDN.

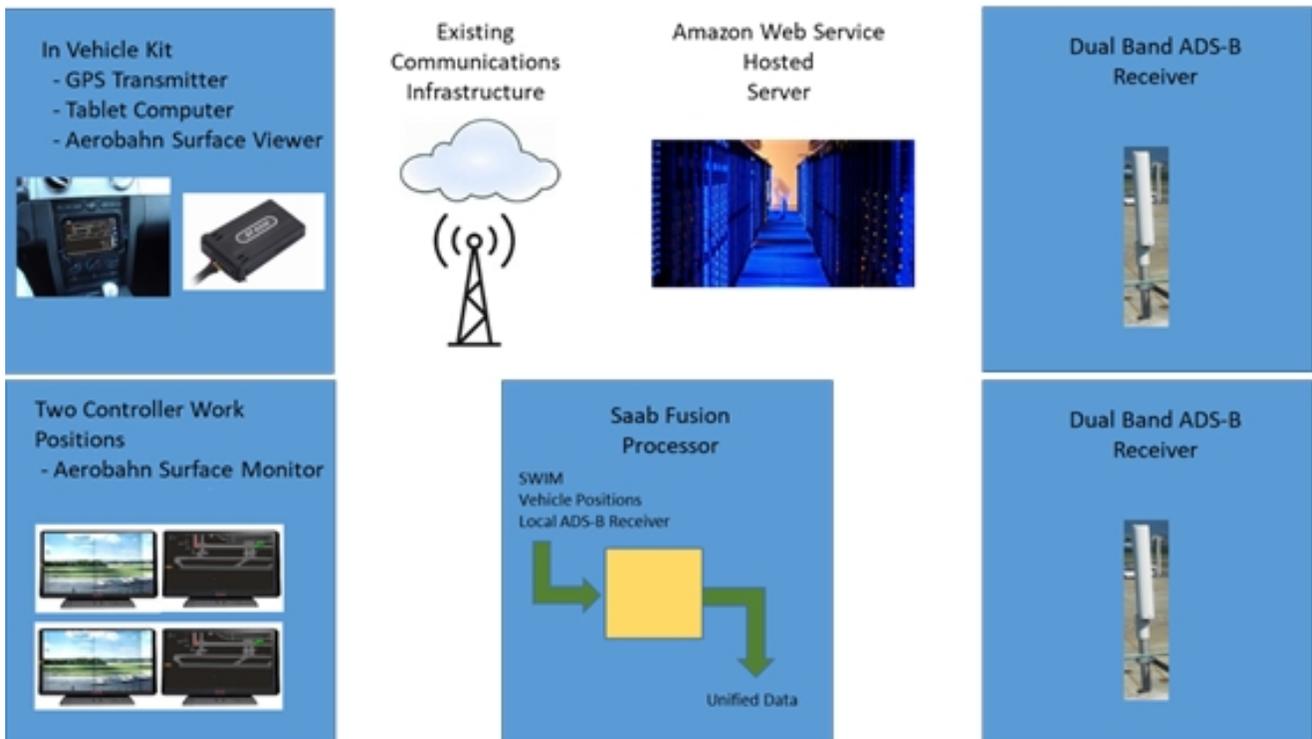
What makes Aerobahn a complete and well used Surface is tool are just hundreds of little features that have been honed and hardened by thousands and thousands of user-hours of operational use. The following list is just a small sample:

- Automatic Data Tag De-Confliction
- Ability to change the color of almost every object the map
- Ability to change the attributes of every target based on a set of user-defined conditions
- Multiple Screen in Screen displays
- Windows of useful counts and tools
- Etc.

It has been our experience that Users prefer Aerobahn’s flexibility as compared to traditional ATC displays.

Although playback and detailed data reports are not offered in the Aerobahn Surface Monitor version of our flagship Aerobahn Surface Manager product, all of the flight activity will be recorded and saved in the server that would be available as a future upgrade if needed in the future.

These capabilities coupled with the experience, expertise, and outstanding continuous customer service where users can get a hold of a US technical person at any time will ensure that Aerobahn can and will be configured to meet the mission at YVRA.



## 7.1 Solution Overview

Saab presents an elegant and affordable SAS solution using products in use at many top airports around the US and world such as ATL, JFK, HKG, and ORD.

Components	Description
In Vehicle GPS Transmitter	Provides accurate position reports and identification of equipped vehicles.
Tablet computer running an instance of Airport Surface Viewer	Provides situational awareness of not only the vehicle positional data from GPS equipped vehicles on the map but also displays all ADS-B and/or UAT equipped aircraft. Provided to the viewer is the output of the Saab Fusion Processor. Note: because these tablets utilize web-based technology, they will be capable of displaying airport conditions for Users anywhere there is internet coverage. For example, Airport Surface Viewer could also be running at Ski resorts or at people’s homes. This solution provides a proven and low cost option to provide complete situational awareness within the tight schedule requirements.
Dual Band ADS-B receiver	The receiver will track aircraft on the surface and in the air. The existing wide-area multilateration system (which was deployed by Saab under a contract with the FAA) does not track aircraft on the surface. These receivers will track Mode-S and UAT ADS-B equipped aircraft in the air and on the surface.
Components	Description
Saab Fusion Processor	An instance of the Saab Fusion processor that is deployed all around the world in life-critical applications that de-conflicts possible redundant target reports producing a single unified data source. This will ensure that targets from SWIM ( produced by the Wide Area Multilateration System) don’t get displayed twice with target produced by the ADS-B receiver
Two Controller Work Positions	Two positions that are running tailored versions of our widely deployed Aerobahn client, called Aerobahn Surface Monitor software. This provides a proven, low-cost & high availability solution that can be deployed in two months from contract award. It is also upgradeable in the future to accommodate Saab’s low cost radar solutions. <i>Although the version of Aerobahn proposed does not include access to the database, all aircraft position reports and movements will be recorded and stored in the Aerobahn server for potential use in the future.</i>
Amazon Web Services Hosted Service	Saab provides many products via Amazon Web Services. It has proven to be a reliable and cost effective mechanism to deliver high quality service.

# Yampa Valley Regional Airport – Situational Awareness System (SAS)

## *Aerobahn Surface Monitor with ADS-B Surface Surveillance Coverage Program Management Proposal*

### **Enhanced Capabilities of the Solution that are a value-added consequence of how it is architected**

The proposed Solution from Saab provides a number of capabilities that were not called out in the RFP. They are shown here as further evidence of the value of the solution and working with Saab on this project.

Capability	Description	Why this Matters
ADS-B Receiver	Provides accurate position reports of all ADS-B equipped aircraft in the air and on the surface.	The current Wide Area Multi-lateration system does not track aircraft on the surface of HDN. This would mean that YVRA would have a system where aircraft would disappear from the display once they landed causing possible hazards
Occupancy Alerts	Aerobahn surface monitor comes with an advanced user-configurable alerting mechanism. This means the system does not need to be monitored by a human. Alerts can be in the form of: <ul style="list-style-type: none"> <li>• Pop ups</li> <li>• Sounds</li> <li>• Text Messages/Email Messages</li> <li>• Change of color on the aircraft on the data tag or aircraft</li> </ul>	Alerts can be established on Aerobahn Surface Monitor to alert staff on conditions that may of interest. Examples could include: <ul style="list-style-type: none"> <li>• Approaching Aircraft on Final</li> <li>• Aircraft preparing to take-off</li> <li>• Excessive Taxi Times</li> <li>• Arriving diverted aircraft</li> </ul>
Tablet computer running an instance of Airport Surface Viewer	Provides situational awareness of not only the vehicle position on map but all equipped aircraft.	Most GPS vehicle solutions only have their own position or use SWIM to augment the system. Our solution will put every aircraft and every equipped vehicle on every vehicle display. This provides another layer of safety allowing vehicle drivers to see equipped aircraft on the surface.
ADS-B surface data shared with other Saab product users	Saab will architect the system such that HDN surface data will be available on other Saab platforms. Since many of the major airlines subscribe to Saab products they can see their aircraft in the air, on approach, and on the surface of HDN.	This capability acts as force multiplier in that major carrier station and network ops centers can make better and more informed decisions about their HDN operations. There is even a possibility that HDN now becomes a preferred diversion airport and receives associated revenues.
Additional licenses for Airport Surface Viewer	Saab will provide 10 extra licenses for Airport Surface Viewer as part of the proposed solution.	This allows for the surface displays of HDN to be easily shared with other direct and indirect stakeholders such as Atlantic Aviation FBO, ski resorts, and YVRA executives and staff.
Saab's Customer Service	Saab has a proven 24/7/365 capability. Our staff takes incredible pride in the reliability of our systems, however when there is a service issue YVRA can contact Saab at any time and speak to a US based person to quickly resolve most service issues	YVRA would have access to a deep bench of highly skilled and motivated professionals to ensure the mission of the airport.

Full product descriptions for the offered software components are provides in the following Appendices;

**Appendix A - Aerobahn Surface Monitor (SMON) - Product Description**

**Appendix B - Airport Surface Viewer - Product Description**

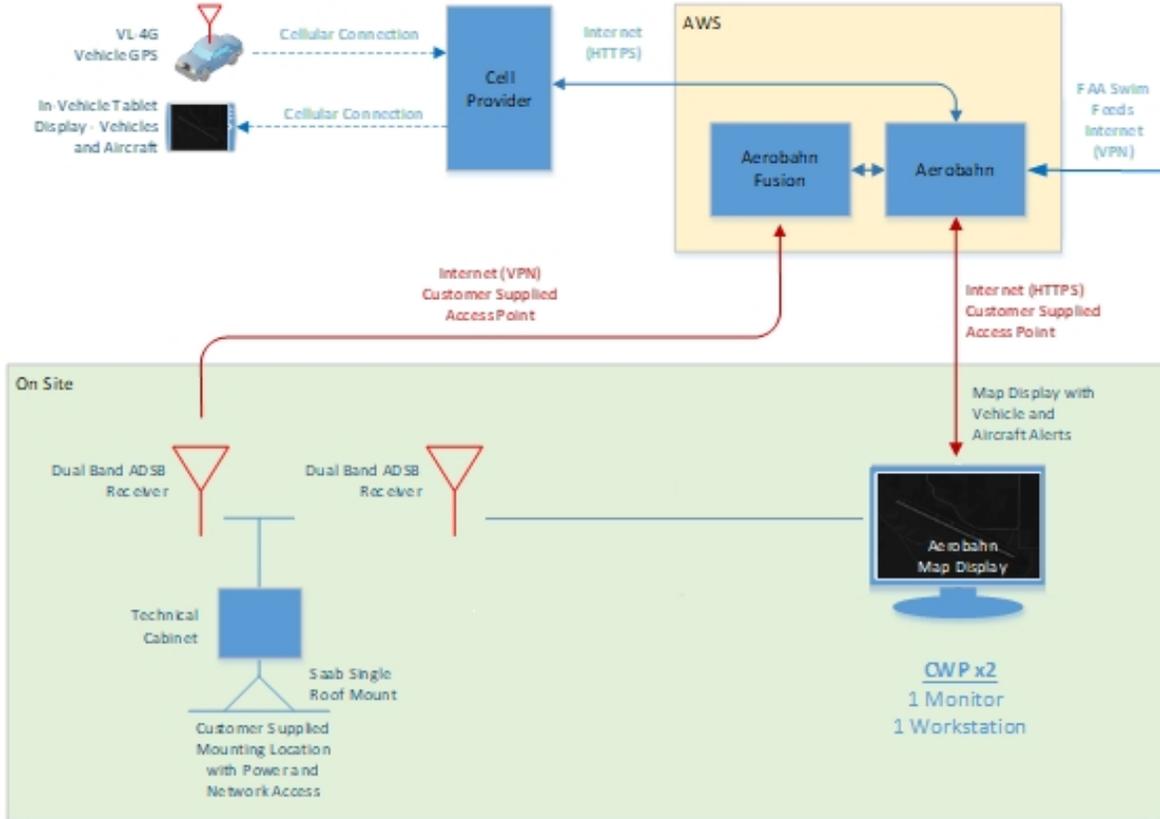
**Appendix C - Airport Vehicle Tracking Product Description**



**7.1.1 Technical Overview**

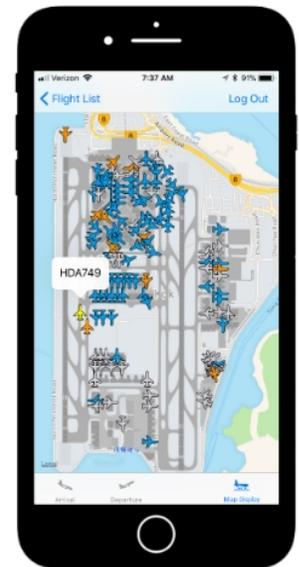
Saab will be providing a technical solution comprised of GPS vehicle devices, two (2) dual band ADS-B receivers, and Aerobahn Surface monitor to be displayed on the Controller Working Position. The elements are briefly described in the following sections.

**Figure 1 - Situational Awareness System System Architecture**



**7.1.1.1 Vehicle GPS and In Vehicle Display System**

The vehicle GPS system is a WAAS enabled GPS to provide the most accurate location information. The GPS is a cellular connected device that will use the cellular network to provide its positions to the Aerobahn servers located in AWS. The In-vehicle display will utilize the Aerobahn Surface Viewer application to display the vehicle location, other vehicle locations and aircraft position on the display over a high definition Jeppesen map of the airport. This comprehensive display provide the vehicle operator with the highest fidelity information to understanding the location of other moving objects on the airport surface. The display can be used in a general normal map display view or it can also be sued by the operator in a “follow me” orientation in order to provide the operator a view in the direction of vehicle travel. The display is also a cellular provided device that uses the cellular connection to connect to the Aerobahn servers in AWS to provide the vehicle and aircraft positions. Additionally Saab will be providing additional licenses for user to use this same application for other uses for example situation awareness for home use or for resort access to the same airport situational awareness.

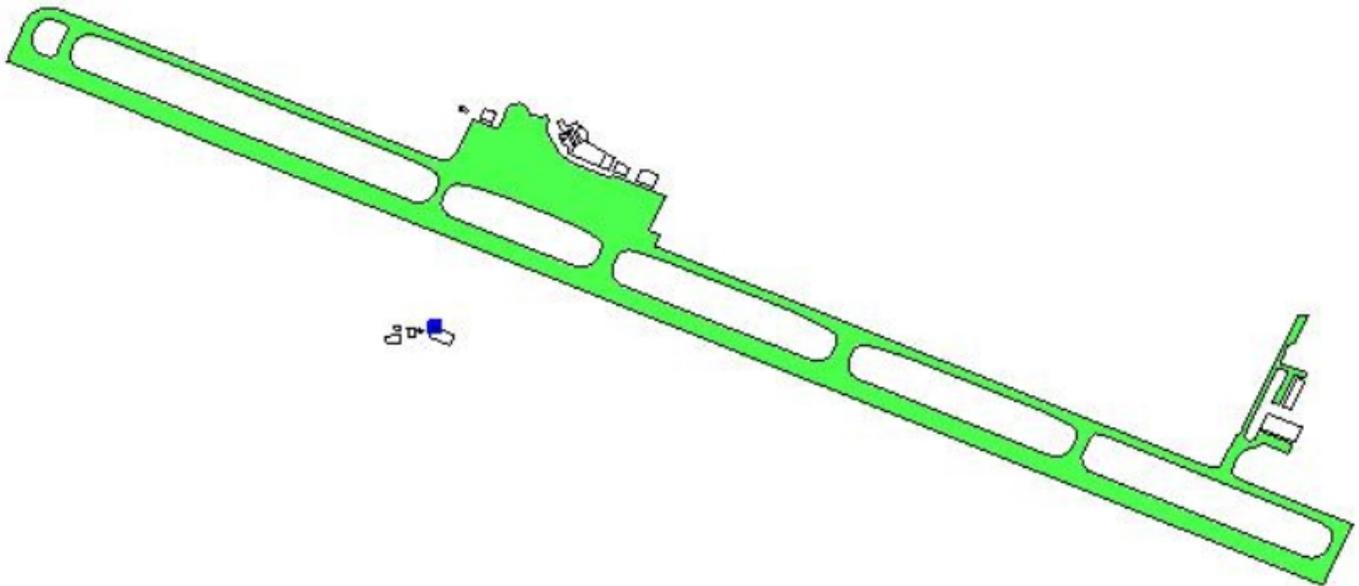


\* Please see “Appendix B – Airport Surface Viewer” and “Appendix C – Airport Vehicle Tracking Product Description for additional details

### 7.1.1.2 Dual Band ADS-B Receiver

Two (2) dual band (UAT and 1090) receivers are being supplied to provide redundant coverage of aircraft on the surface of the airport in addition to the SWIM TAIS terminal data that is provided. The combination of the terminal TAIS data and one second update surface data which will be displayed on both the CWP and in the vehicle tablet display will provide the optimal location and identification of all aircraft and vehicles at both locations in the most challenging of weather conditions – even when not visible by the naked eye, cameras or binoculars. The dual band receiver will connect via Power-over-Ethernet (POE) to Saab provided switch which will connect to an YVRA network and power source. The receiver data will be routed over the YVRA supplied network to an YRVA supplied internet connection where it will be sent over a site-to-site VPN to the Aerobahn Fusion Server that is hosted in Amazon Web Services (AWS) infrastructure.

Saab conducted an initial coverage analysis for the proposed YVRA ADS-B system. Saab will need to conduct an on-site survey at HDN to assess existing site conditions and feasibility of the installation location for the ADS-B receiver. Based on the initial coverage analysis, Saab proposes to install the ADS-B receivers on the Operations Center building as shown on the map below. This ADS-B receiver location is assumed to have available power from the building and existing YVRA network communication lines, saving installation costs. Below is an estimated airport surface coverage analysis for the proposed ADS-B deployment.



### 7.1.1.3 AWS Infrastructure

The AWS infrastructure is used to house the Aerobahn Fusion application and the Aerobahn Surface Monitor Servers. The Fusion application is used to combine the various surveillance sources into a single operational picture. This fusion processor is based on the FAA certified fusion processor used in the current FAA ASDE-X and ASSC programs that are used for FAA surface management and control. The Fusion processor supplies the Aerobahn SMON program with the necessary surface surveillance for its region processing and alerting. Additionally the Aerobahn SMON utilizes the FAA SWIM feed to provide various FAA feeds necessary for identification of not only the location of the aircraft but also the ETA of aircraft. The FAA surveillance and flight feeds that are used in Aerobahn include TAIS, TFMS, and TBFM. Aerobahn also takes in the Federal NOTAM system feed and is able to show NOTAMS that are relevant to the airport operation. SMON also takes in the NOAA METARS and TAF data for increased situational awareness in one place. Lastly,

# Yampa Valley Regional Airport – Situational Awareness System (SAS)

## *Aerobahn Surface Monitor with ADS-B Surface Surveillance Coverage Program Management Proposal*

Aerobahn has interfaces with most major domestic carriers with permission from the carrier is capable of adding the carrier data into SMON for use by the airport in their situational awareness.

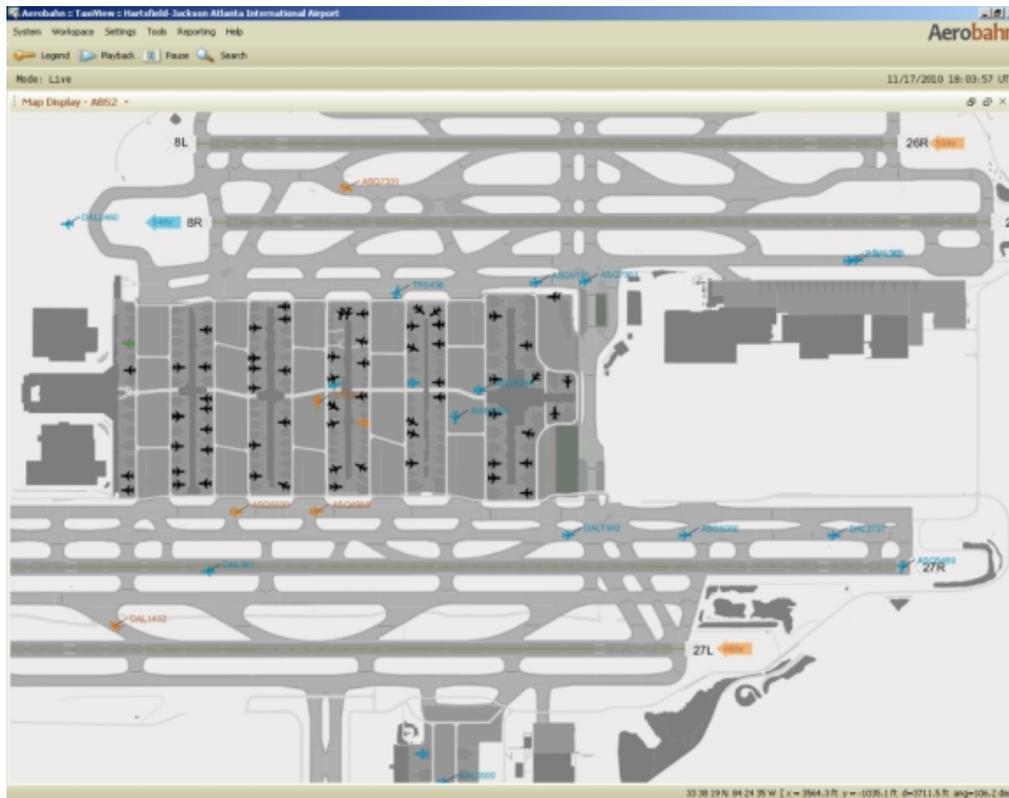
The AWS infrastructure is used by all Aerobahn domestic customers and is chosen due to its security, reliability, ease of use in scaling both up and down to meet the customer’s needs, and lower overall cost profile. Saab maintains the servers and infrastructure and has a 24x7 monitoring system in place to provide the necessary monitoring of the software, hardware, communications, and data feeds necessary to support the service so YVRA does not need to provide this. This solution has allowed Saab to provide the best and most reliable, secure solutions for our customers with the highest customer satisfaction in the industry.

### 7.1.1.4 Controller Working Positions

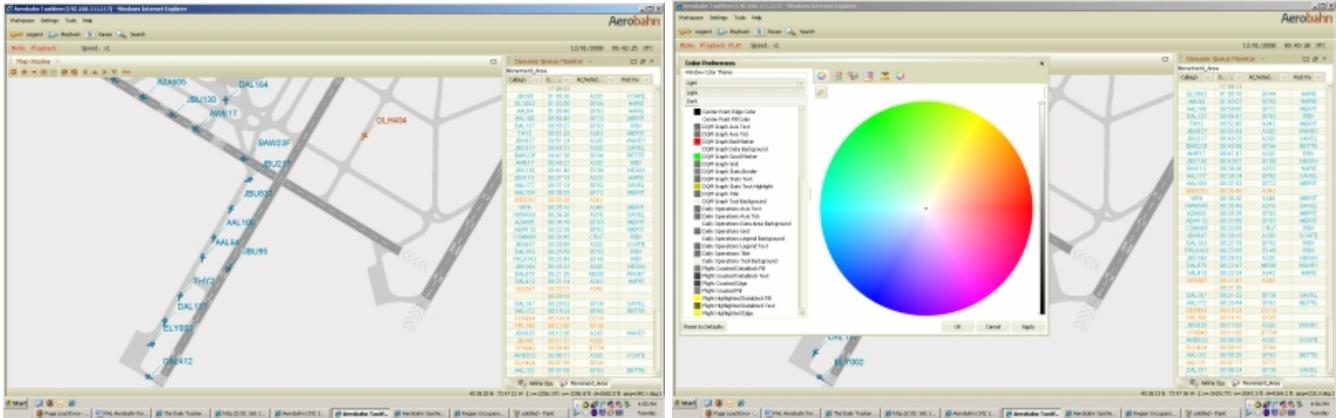
Saab will provide two controller working positions. It is expected that each position will be comprised of one workstation and one monitor in the 24 to 27 inch range. The exact configuration will be based on the results of the site survey. It is expected that one monitor will be used to display the Aerobahn SMON display. The workstation will need to have a connection to the internet with a secure HTTPS feed for the Aerobahn client to connect to the Aerobahn SMON server in AWS.

\* Additional details may be found in the included “Appendix A – Aerobahn Surface Monitor (SMON) – Product Description” and “Appendix B – Airport Surface Viewer – Product Description” documents.

Figure 3 – Aerobahn SMON Real Time Aircraft Display



**Figure 4 - Aerobahn SMON - Color Customization**



**7.1.1.5 Infrastructure and IT needs**

Saab will require two cellular connection plans per vehicle (one for the GPS device and one for the in-vehicle display). There will also be an internet connection required to provide ADS-B data to AWS and the Aerobahn SMON client connections to the Aerobahn SMON server in AWS. Typically a standard business internet connection is more than sufficient for the necessary bandwidth. Aerobahn SMON is a Java application that is accessed using a local launcher application on the CWP. Consequently, initial SW loads and after loads after the application has been updated by Saab per YVRA permission will take longer based on available bandwidth. However, after the initial load subsequent loads utilize a local cache on the CWP and only need sufficient bandwidth to load the data necessary to run the application. As an example at large airport such as DFW, the bandwidth required for data usage is less than 160 kbps. It is expected that the bandwidth required for YVRA would be less than 40 kbps. As with any internet-based application however, higher bandwidth will allow for higher initial load speeds.

## 7.2 Program Management

### 7.2.1 Introduction

Saab will provide all required program management and system engineering resources necessary to ensure the completion of the Yampa Valley Regional Airport (YVRA) Situations Awareness System (SAS) program in accordance with agreed product specifications and within the requested timeframe. Saab has demonstrated its ability to manage programs throughout the world, and has accumulated lessons learned that are used to continuously improve processes and maintain program schedules.

The Saab Program Manager is responsible for maintaining the program schedule(s), tracking all action items, identifying program risks and risk mitigation strategies, compiling program meeting minutes, and maintaining the Program Management Plan and other associated functional plans.

Saab will deploy the equipment necessary to provide ADS-B coverage of the entire airport (Movement and Non Movement apron, alleyways, FBO ramp areas) to provide the primary data source for Aerobahn surface surveillance capabilities. The proposed ADS-B receivers will be receive only (passive) and will not transmit to interrogate aircraft. The proposed system will be able to track any aircraft that are equipped with either an ADS-B 1090 Mhz or 978 Mhz UAT squitter.

Saab will also deploy in-vehicle GPS transmitters to provide accurate position reports and identification of equipped vehicles. The additional in-vehicle tablet computer running an instance of Airport Surface Viewer will provide situational awareness of not only the vehicle position on map but all ADS-B and or UAT equipped aircraft.

Saab will also deploy two Controller Working Positions (CWP) in the YVRA Operations Center running tailored versions of our widely deployed Aerobahn client, called Aerobahn Surface Monitor.

### 7.2.2 Process to Implement an Airport Surface Management System

As demonstrated by our results, our approach is to be a strong contributing member of the stakeholder group working together to improve efficiency at HDN. We will build on our strong understanding of operational issues and constraints developed over the past several years and work with all HDN stakeholders to identify systemic and user-specific constraints that impede efficient operational performance. For our deployment at HDN, we will leverage the inherent flexibility of the Aerobahn platform to develop workspaces that meet the needs of the Operation Center users and those required by a common platform and concept of operations. Unlike other vendors, we provide a full service offering designed to improve airport performance, not a “one size fits all” solution that lacks the benefits of stakeholder engagement and customization.

**Proven Ability to Deliver Results**

- ✓ 12+ years’ experience w/Surface Efficiency solutions & CDM
- ✓ Solutions deployed at world’s top airports
- ✓ Proven Success with
  - Ground Management Program at JFK & SFO
  - Arrivals Management at PHX, EWR & MIA
  - Performance Initiatives at ATL
  - Collaborative Deicing at DEN
- ✓ Demonstrated ability to get partner buy-in

Through our diverse experiences, Saab has learned that regardless of the local particulars, all successful situational awareness system implementations require a focused combination of people, processes, and technology – and people always need to come first.

Our team will immediately engage with key stakeholders at HDN to:

- Lay out the project objectives, implementation plan, and schedule
- Gather feedback and local considerations to refine the plan



- Define training objectives and schedules
- Conduct training tailored to stakeholder needs and local requirements
- Review progress and, as the system becomes operational, report performance
- Collaborate to make improvements

Our stakeholder engagement and system improvement does not stop after the initial implementation phase but rather it continues throughout the duration of the contract to assure maximum value delivery for HDN stakeholders. Our proposal includes on-going stakeholder engagement activities, annual software upgrades which incorporate product improvements from Saab's significant investments in addition to other customer funded enhancements, and annual refresher training sessions to ensure stakeholders are capable of using both new and existing system features.

### 7.2.3 Implementation

**Task 1** - Planning phase

**Task 2** - Installation of the ADS-B receiver on the identified YVRA Ops Center building at HDN and implementation of the ADS-B surveillance system to be used for surface surveillance coverage.

**Task 3** - Installation of the GPS transmitters and tablet computers inside the identified YVRA vehicles for situational awareness.

**Task 4** - Installation of the Controller Working Positions in the YVRA Ops Center building running Aerobahn Surface Monitor.

**Task 5** – Implementation of the Aerobahn Software as a Service (SaaS) system including the Aerobahn Surface Monitor (SMON) and the Airport Surface Viewers (ASV) to address the known operational constraints at HDN. Product descriptions for the two Aerobahn products are found in the attached appendices.

#### 7.2.3.1 Task 1- Planning

Saab will conduct a program kick-off meeting within 10 days of contract award. As part of the kick-off meeting, Saab will work with HDN and other entities as requested by YVRA, to define and understand roles and responsibilities, review the program plan/schedule, and confirm key project objectives and goals. Saab will also conduct a site survey to determine the best location for the ADS-B surveillance system equipment. This meeting will serve as key input into the Program Management Plan (PMP) and identification of related deliverables and milestones.

Saab's Program Management, Quality Management System (QMS), Engineering and Test processes are certified to ISO 9001:2015. Saab develops the Program Management Plan (PMP) in accordance with Aviation Technology Project Management Methodology Standards. The PMP communicates the overarching project approach to implement the project in accordance with the Statement of Work, and provides YVRA with insight into how we intend to execute the project. The PMP defines the responsibilities and deliverables of each constituent organization. Embedded within the PMP are the processes for assuring quality, performing configuration and data management, managing risk, and maintaining project control.

#### 7.2.3.2 Task 2- ADS-B System Installation

Task 2 involves the installation of two (2) ADS-B sensors on the YVRA Ops Center building that provides ADS-B coverage for the movement areas, non-movement areas and FBO ramps.

A Site Engineering Report will be submitted to the YVRA for approval containing the ADS-B system installation As-Built Photo's. Saab integrates the ADS-B surveillance data from the receiver into the Aerobahn software.

### 7.2.3.3 Task 3 – In Vehicle device Installation

Task 3 involves the installation of twenty (20) GPS transmitters and ten (10) tablet computers (20 vehicles will have mounting hardware installed) inside the identified YVRA vehicles for situational awareness. Saab integrates the vehicle positional data into the Aerobahn software.

### 7.2.3.4 Task 4 – Controller Working Position Installation

Task 4 involves the installation of two (2) Controller Working Positions (CPW) in the YVRA Ops Center building running Aerobahn Surface Monitor. Each CPW will contain one desktop computer and one monitor.

#### 7.2.3.4.1 SAS System Installation Summary Scope of work

Saab will work with the Yampa Valley Regional Airport to develop a more detailed, mutually acceptable plan and schedule for implementing the SAS system at HDN. A high-level scope is included in Figure 1.

Figure 5 - Outlines the Major SAS System Work Items

Ref	Action
1)	Perform detailed site survey & develop Site Engineering Report, confirm installation locations with YVRA
2)	Obtain approvals from YVRA, local City / County representatives as required.
3)	YVRA obtains site / power / network leases if required
4)	Order & assemble ADS-B, CPW and Vehicle hardware
5)	Complete Factory Production Test
6)	Complete civil / site preparation work to prepare locations for equipment installations at Operations Center building
7)	Install ADS-B equipment on Ops Center Building, connect to YVRA provided network and power
8)	Install Vehicle devices in YVRA identified vehicles and connect to YVRA provided cellular data plan
9)	Install Controller Working Positions in YVRA Operation Center
10)	Optimize SAS system
11)	Conduct SAS User training and system maintenance training
12)	Situational Awareness System Implementation Complete

### 7.2.3.5 Task 5 - Software Implementation

Task 5 implements the Aerobahn Software as a Service (SaaS) using the ADS-B surveillance data that address the known operational constraints at HDN. The software will be initially deployed very quickly and then through the stakeholder engagement process, the software configuration and workspaces will be updated to address stakeholder issues identified. Saab will establish and customize the YVRA Aerobahn service and train the YVRA users.

**7.2.3.5.1 Stakeholder Engagement and Training**

Through stakeholder site visits and frequent coordination, Saab will quickly build a rapport with stakeholders and gain understanding of stakeholder needs and issues. Saab will schedule customized training sessions with the users.

Saab has trained over 3,000 licensed users of our software employing a variety of training methods. Each of which is suited to the needs of the operation and has produced proven results.

For the initial training, we recognize that schedules do not always align to accommodate training so we will offer two training sessions within one day to accommodate different shifts. Saab will also offer a separate maintenance training session to cover the ongoing maintenance of the SAS system. We will also plan to use a selection of training approaches to assist users in the adoption of the Aerobahn platform software. Classroom training will be the primary form of delivery. Training will be offered to users at a prescheduled time and location at the airport as described in *Table 1*. Classroom training is primarily hands-on using the software in an off-line training environment.

- When schedules do not allow users to attend the classroom training, Saab can arrange a special Web-based training session for initial users and for each subsequent system upgrade.
- Over the shoulder: Perhaps the most effective training is when it is provided in the live work environment and with real-life situations. During scheduled visits to HDN, Saab personnel will engage stakeholders to ensure users have the opportunity to discuss system capabilities and ways to address their operational issues.
- For those that prefer to learn on their own, users may access our award winning on-line system help.

**Table 1 - Training Classes Offered**

Training Classes	Duration	Classes	Students	Content
General User Class	4 Hours	2	Up to 10	Instruction on the use & setup of the situational awareness modules & tools
SAS System Maintenance Class	2 Hours	1	Up to 5	Instruction on the SAS system maintenance

**7.2.3.5.2 Software Integration**

Saab sets up customized workspaces within the Aerobahn Surface Monitor and verifies the functionality of the Airport Surface Viewer to ensure that everything works in accordance with system requirements.

**7.2.3.5.3 Transition to service**

Upon acceptance of the System setup and system installation (at approximately 2 months into the contract), the Software and the SAS System will transition to service. During the service period, Saab provides customer support per section 2.2. Saab’s extensive remote monitoring of the software service and the ADS-B system ensure that issues are quickly identified and addressed with little or no impact to YVRA operations. Annual upgrades and training ensure YVRA stays current with the latest capabilities.

**7.3 High Level SAS Project Plan**

**7.3.1 High Level Project Schedule**

Saab has developed a plan that delivers a Situational Awareness System (SAS) to the YVRA stakeholders within the requested timeframe. Guiding our development of the detailed project plan is a high-level overview identifying the key milestones and timeline. The timeline below is indicative in nature and will be refined post-award when final contract details become available.



# Yampa Valley Regional Airport – Situational Awareness System (SAS)

*Aerobahn Surface Monitor with ADS-B Surface Surveillance Coverage Program Management Proposal*

**Figure 2 High Level SAS Schedule Overview**

Milestone	Target Date	Comments
Contract Award	Receipt of Order	Fully Executed Agreement
Kickoff Meeting	1 week After Receipt of Order (ARO)	Saab and YVRA
Site Survey (Onsite)	2 weeks ARO	Saab to conduct onsite with YVRA provided escort
Deliver Site Engineering Report (SER) for YVRA approval	3 weeks ARO	YVRA SER Review/approval required
Order & assemble ADS-B, CWP and Vehicle hardware	4 weeks ARO	
Conduct Factory Production Test in Syracuse, NY	5 weeks ARO	
Ship SAS System HW to HDN airport	6 weeks ARO	
Site Prep/Installation at HDN (Ops Center Building and Vehicles)	8 weeks ARO	YVRA to provide building/vehicle access for Saab and escort. YVRA to provide network demarc, power and vehicle device cellular data plan
SAS System Configuration/Optimization	9 weeks ARO	
Situational Awareness System (SAS) Training (On-site Classroom)	10 Weeks ARO	System User and System Maintenance Training sessions All YVRA SAS stakeholders to attend
Situational Awareness System (SAS) Operational Usage Start at HDN	10 Weeks ARO	3 year service begins (SaaS) 12 months of warranty and Integrated Logistics Support begins

*\* Please note that depending on date of award, holiday periods may affect delivery dates as referenced above*

## 7.4 Team Qualifications

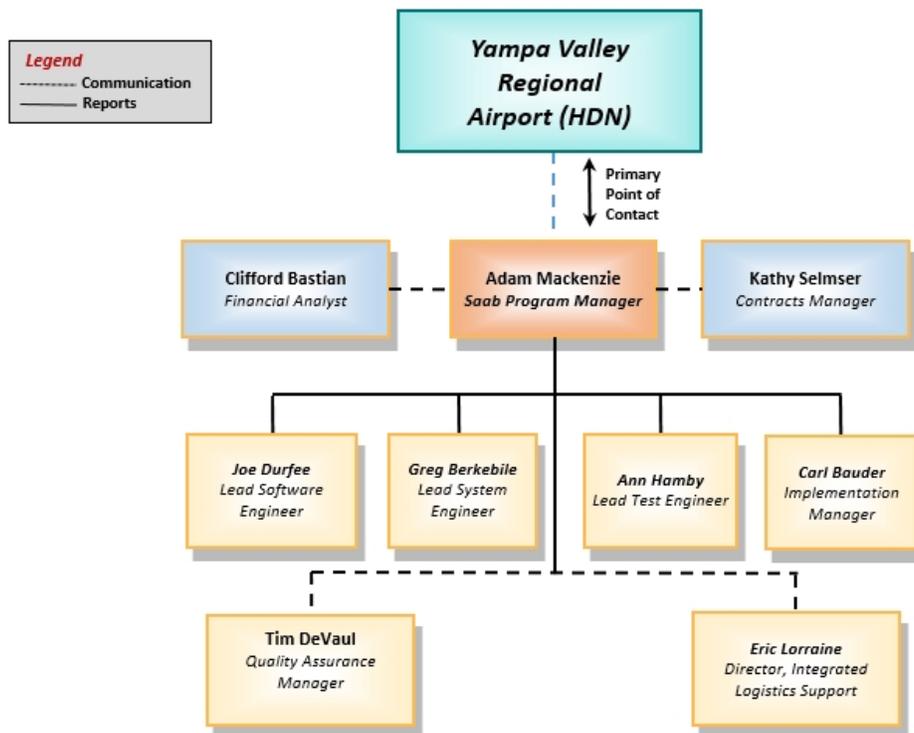
Saab is committed to providing the best possible resource whose specializations match the needs specified in the bid. This will bring YVRA the maximum amount of flexibility to ensure the appropriate resource will be available to work on the project in a focused and most efficient capacity possible.

### 7.4.1 Implementation Team

The highly dedicated Saab Implementation Team leadership collectively has over 120 years of experience in Air Traffic Management systems. Resumes for each of the Saab Implementation team members that will be working on this SAS program are found in the attached appendices.

Saab Implementation Team	Name
Program Manager	Adam MacKenzie
Lead System Engineer	Greg Berkebile
Lead Software Engineer	Joe Durfee
Lead Test Engineer	Ann Hamby
Implementation Manager	Carl Bauder
Director, Integrated Logistics Support	Eric Lorraine
Quality Assurance Manager	Tim DeVaul

**Figure 3 - Program Team Structure**



### 7.4.2 Roles and Responsibilities

**Program Manager (PM)** - Adam MacKenzie is a highly experienced Program Manager specializing in airport and airline efficiency. He has 12 years of experience in the aviation industry with an extensive civil aviation background covering flight operations, government policy and technology development. He currently manages the Aerobahn CDM programs for United Airlines, Denver International Airport, George Bush International Airport, JFK International Airport and numerous others. He will serve as Yampa Valley Region Airport's primary point of contact and is charged with the successful planning and execution of the overall program according to contractual requirements and Saab internal processes.

**Lead System Engineer (LSE)** - With over 23 years of experience, Greg Berkebille is involved in all Aerobahn projects from the earliest conceptual phases through program/project commencement and eventual decommissioning. He supports design, development, integration, production, optimization, validation, system sell-off, support, obsolescence and disposal. He develops and maintains system functional architectures and designs, performs requirements analysis and allocations, develops specifications, solves technical problems and works with interdisciplinary teams to perform these functions. He also contributes to a broad spectrum of activities including supporting customer technical meetings, proposal development, contract execution, life-cycle support and ongoing product development. Greg also chairs the Aerobahn product Configuration Control Board (CCB).

**Lead Software Engineer (LSW)** - Joe Durfee is the lead software architect for the Aerobahn software suite and is responsible for organizing and managing the Software Engineering activities. Joe has been a critical member of the Aerobahn team for 8 years and has overseen the development of all major CDM deployments. For Yampa Valley Region Airport, Joe will be responsible for guiding the software team members through the program's design control phases, and ensuring adherence to all required processes.

**Lead Test Engineer (LTE)** - Ann Hamby is responsible for the planning, execution, and reporting of all program test activities in accordance with customer requirements and Saab SOPs. Ann has been a Lead Test Engineer at Saab for 10 years and has been the LTE on all of Aerobahn's CDM deployments.

**Implementation Manager** – With over 20 years of experience, Carl Bauder currently manages Saab's Field Engineering team. Carl will be responsible for managing the on-site site survey, site preparation and installation activities at Yampa Valley Region Airport. Carl will ensure Saab installs the needed equipment needed to implement the Situational Awareness System according to the established guidelines and schedule.

**Director, Integrated Logistics Support** - Eric Lorraine is the Director of Saab's Product Support and Quality Assurance teams. Eric is a retired United States Air Force officer with 11 years of Air Traffic Management industry experience. Eric will be responsible for managing the warranty and integrated logistics support for the products installed at Yampa Valley Regional Airport to ensure the SAS system supportability. Eric will lead the Quality Assurance and Configuration Management activities ensuring compliance with governing standards.

**Director, Quality Assurance** - Tim DeVaul is the Director of Saab's Quality Assurance team. Tim has 29 years of experience in the Quality Management field, including 18 years supporting and managing process improvements for Saab's hardware and software teams. Tim will ensure Saab's Quality compliance with the Yampa Valley Regional Airport and Saab objectives.

## 7.5 Support

### 7.5.1 Customer Service

Saab Sensis Customer Service shall provide a single point of contact, by phone and email, to quickly log, track and route all issues and requests from assignment through closure. All issues and requests are assigned a Customer Problem Report (CPR) number for tracking and to ensure responsive support to both critical and non-critical issues. Customer service is available 24 hours a day, 7 days a week, 365 days a year using the contact information below. 12 months of warranty and integrated logistics support are included with Saab's base offering. Saab will provide level 3 and level 4 remote support from Syracuse, NY and YVRA will provide level 1 and level 2 local support of the SAS system.

#### 7.5.1.1 Customer Service Availability and Contact Information

Customer Service is available via telephone and email.

- **Telephone** + 1 315 445 5000 or +1 877 973 6747

Use telephone to contact Saab Sensis for issues requiring immediate response or response in less than one business day.

A Customer Service representative answers calls Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.

A voice mail system answers calls at all other times.

Press '1' for immediate assistance.

The call will be immediately directed to a customer service representative.

Press '2' for next-business-day assistance.

The caller will be prompted to leave a message, and the call will be returned at the start of the next business day in the USA, defined as Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.

- **Email:** [customerservice@saabsensis.com](mailto:customerservice@saabsensis.com)

Use email to contact Saab Sensis for issues requiring a response on the next business day.

Emails receive a response within one (1) USA business day defined as Monday through Friday from 08:00 hours to 17:00 hours EST/EDT in the USA.

#### 7.5.1.2 Customer Service Response Process Summary

Upon receipt of a customer call or email, a Saab Customer Service representative logs the request into the Product Support Database. The Customer Service representative then assigns and dispatches assistance depending upon the type of request and service level requirements. For each problem report sent by the Customer, Saab shall inform the customer about the CPR number and confirm the critical or non-critical status of the CPR within one business day.

A technical representative will be assigned to evaluate the issue and will perform remote investigation and troubleshooting. For critical issues that require an on-site response to resolve, Saab shall deploy a resource to site within a maximum of 48-hours.

If the issue is determined to be the result of a Saab system defect, the Saab representative will respond to the Customer Point of Contact (POC), investigate the issue, resolve the issue, and update the Saab Product Support Database to reflect the results.

If it is determined that the issue is not the result of a Saab system failure (and therefore out-of-scope), a Saab representative will notify the Customer POC, and provide an estimate of the number of hours required to address the issue.

If any updates or modifications to the System are required, Saab shall provide advanced notice to YVRA before deployment.



## 7.6 Stipulations

Delivery of SAS system service and timing is subject to the following:

1. Aerobahn Service Term is 36 months from the Implementation Date of the Situational Awareness System for 2 simultaneous user licenses.
2. Saab to provide Level 3 and Level 4 remote support from Syracuse, NY. YVRA to provide Level 1 and Level 2 local support.
3. YVRA will be responsible for all associated leases associated with the proposed one (1) ADS-B receiver site, and one CWP site. Should Saab be held responsible for attaining any leases, pricing for the SAS system will be adjusted accordingly.
4. The proposed Surface Management System is an advisory/informational system only. It is not a safety certified system and is not intended for Air Traffic Control.
5. YVRA will be responsible for providing electrical power and network demarc required for the Saab ADS-B equipment to be installed at the identified YVRA managed Operation Center building at the airport. YVRA to provide the use of their network to a YVRA supplied internet connection to transfer the ADS-B data via a site-to-site VPN to the Aerobahn server located in AWS from the Operation Center building managed by the YVRA.
6. YVRA will be responsible for providing the needed cellular data plan for the in-vehicle GPS and Tablet display devices.
7. On-site equipment installation to be performed by Saab.
8. Based upon review of the Site Survey, Saab reserves the right to adjust the scope of effort or performance of the system based upon selected sites. Should Saab Sensis be held responsible for out of scope efforts, pricing for the SAS system will be adjusted accordingly.
9. Assumes no YVRA/HDN tenant application process or Engineering Design Drawings will be required. Saab Sensis proposes to submit a Site Engineering Report (SER) with As-Built photos to document the equipment installations and to gain approval.
10. YVRA responsible for providing building access and appropriate airport escorts required for Saab ADS-B, CWP and vehicle equipment on-site installation activities.
11. A listing of approved tablet devices is displayed below.

### Tablet Devices Supported

Ranking	Device Manufacturer	Device Model	FCC ID	Date of Entry	CPU	Memory	Band 14 Support
1	Samsung	SM-T727A (Galaxy Tab S5e)	A3LSMT727U	2-Oct-19	Octa Core (Dual 2.0GHz + Hexa1.7GHz), Qualcomm SDM 670	4G	YES
2	Samsung	SM-T307U(A) (Galaxy Tab A 8.4 2020)	A3LSMT307U	15-Apr-20	1.8GHz, 1.6GHz Octa-Core	3G	YES
3	Samsung	Galaxy View2 (SM-T927A)	A3LSMT927a	2-May-19	Exynos 7884 Octa Core (1.6GHz)	3G	YES
4	Samsung	Galaxy Tab A (SM-T387AA)	A3LSMT387AA	2-Nov-18	Quad-Core 1.4 GHz ARM Cortex	2/3G	YES
5	Samsung	Galaxy Tab S4 (SM-T837A)	A3LSMT837a	18-Sep-18	Octa-core (4×2.35 GHz Kryo and 4×1.9 GHz Kryo)	4G	YES

## **AGREEMENT FOR THE DESIGN, SALE AND INSTALLATION OF SITUATIONAL AWARENESS SYSTEM (SAS)**

This Agreement for the Design, Sale and Installation of Situational Awareness System (SAS) (the "Agreement") dated as of October 20, 2020, is between SAAB Sensis Corporation ("Contractor") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

### **Recitals**

- A. County owns the Yampa Valley Regional Airport (YVRA) located at 11005 RCR 51A, Hayden, CO 81639, Colorado.
- B. Situational Awareness System (SAS) is needed for the YVRA Terminal Building.
- C. Contractor has submitted a proposal for the installation of Situational Awareness System (SAS) for the YVRA Terminal Building which proposal is attached hereto as Exhibit A. The work and provision of the equipment described in Exhibit A is hereinafter referred to as the Project.
- D. The Board has decided to accept the proposal of Contractor for the Project subject to the execution of a contract between Contractor and County acceptable to the Board.
- E. Contractor and County intend by this Agreement to set forth the scope of the work to be done by Contractor and equipment to be provided to County by Contractor in connection with the Project and to also set forth the related terms and conditions to govern the relationship between Contractor and County in connection with the Project.

### **Terms and Conditions**

1. **Scope of Project:** County shall purchase and Contractor shall design, sell and install the equipment and services specified in Exhibit A. In the event that any provision of this Agreement, exclusive of the exhibit, is in conflict with any of the provisions of the exhibit, the text of this Agreement, exclusive of the exhibit, shall control.

Contractor shall perform the work necessary for the Project in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to installers and suppliers of the types of equipment to be provided as a part of the Project conducting business within the United States of America. All equipment and software supplied by Contractor shall be subject to the warranties and representations set forth or described in Exhibit A.

Contractor shall provide clear title to all equipment provided as part of the Project, free and clear of all liens and encumbrances.

2. **Compensation and Payment:**

2.1 County shall pay Contractor for the equipment and services to be provided as part of the Project a sum not to exceed **\$248,920.00**, which includes one year customer care

service coverage. This amount shall be inclusive of all costs of whatsoever nature associated with Contractor's work on the Project, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The scope of the Project and the compensation to be paid therefor shall only be changed by a properly authorized amendment to this Agreement. No employee or agent of County has the authority to obligate County with regard to any payment for any services which exceeds the amount payable under this Agreement and any amendment to it.

2.2 County shall have no obligation to make payment hereunder until after completion of the Project and Contractor has submitted an invoice to County's Project Administrator for such payment. All billings shall include Contractor's taxpayer identification number.

2.3 County is exempt from Colorado sales and use taxes and Contractor shall be responsible for all taxes imposed in connection with this transaction.

2.4 In the event that the Compensation to be paid to Contractor for the Project exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 2.1 hereof. The payment and performance bonds are required to provide assurance to the County that Contractor will promptly make payments of all amounts lawfully due to persons or subcontractors used in connection with the Project and that Contractor will indemnify and save County harmless to the extent of any payments due to persons or subcontractors used by Contractor in connection with the Project.

3. **Time for Completion of Project:** Contractor shall commence work on the Project within 10 calendar days of the date on which it is given notice that Board has signed this Agreement and, unless the completion date is extended under the provisions of this Agreement, shall complete the Project no later than December 15, 2020.

4. **Project Representation:**

4.1 County designates Kevin Booth as its Project Manager. County reserves the right to change the Project Manager at any time by giving written notice of such change to Contractor.

4.2 Contractor designates Adam McKenzie as its Project Manager. County may rely upon the guidance, opinions, and recommendations provided by Adam McKenzie and Contractor's other representatives. Should any of Contractor's representatives, and particularly Adam McKenzie be replaced and such replacement require County or Contractor to undertake additional reevaluations, coordination, orientations, or other efforts, Contractor shall be responsible for all such additional costs and services.

5. **Software License:** Contractor hereby grants to County a non-exclusive, non-transferable, non-assignable perpetual license to use any software being provided by Contractor in connection with the Project.

6. **Warranties and Representations:** Contractor hereby provides those warranties of the equipment, software and services being provided in accordance with the provisions of Exhibit A hereof and Contractor shall assign to County any manufacturer's

warranties provided for any of the equipment being provided by Contractor as part of the Project.

7. **Personnel:** Contractor shall be responsible for worker's compensation and all other benefits for Contractor and its employees working on the Project and such employees shall not, for any reason, be deemed the agents, servants or employees of County. **Neither Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through County and Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

8. **Insurance:**

8.1 Contractor shall procure and maintain, and shall cause each subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

8.1.1 Worker's Compensation insurance as required by the applicable Labor Code and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

8.1.2 General Liability insurance with minimum combined single limits of One Million Dollars One Hundred Thousand (\$1,100,000.00) each occurrence and One Million One Hundred Thousand Dollars (\$1,100,000.00) aggregate. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision.

8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Hundred and Fifty Thousand Dollars (\$150,000.00) per person in any one occurrence and Six Hundred Thousand Dollars (\$600,000.00) for two or more persons in any one occurrence, and auto property damage insurance of at least Fifty Thousand Dollars (\$50,000.00) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall name County, its officers and employees, as additional insureds, with primary coverage as respects County, its officers and employees, and shall contain a severability of interests provision. If Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor providing services to County under this Agreement.

8.2 Prior to commencing work under this Agreement, Contractor shall provide County with a certificate of insurance evidencing that the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Project Administrator prior to commencement of any services under this Agreement.

8.3 The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and

protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to County, its officers and employees.

9. **No Assignment:** Contractor may not assign its interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

10. **Conflicts of Interest:** Neither Contractor nor any of its employees shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Project.

11. **Confidentiality:** Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

12. **Indemnification:** Contractor agrees to indemnify and hold harmless County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 12 shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of County.

13. **Illegal Alien Provisions:** This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

14. **Notices:** Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor: SAAB Sensis Corporation  
85 Collamer Crossings  
East Syracuse, NY 13057  
Attn: Adam McKenzie

County: Routt County Board of Commissioners  
Routt County Courthouse  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, Colorado 80487

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

15. **Attorney Fees:** In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

16. **Choice of Laws and Venue:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

17. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

18. **Severability:** Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

19. **Entire Agreement:** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning the Project and may not be amended except by a written document executed by all parties hereto.

**SAAB SENSIS CORPORATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ROUTT COUNTY, COLORADO**

By: \_\_\_\_\_

Timothy V. Corrigan, Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Kim Bonner  
Routt County Clerk

NOTICE OF AWARD

To: SAAB Sensis Corporation  
85 Collamer Crossings  
East Syracuse, NY 13057  
Attn: Adam McKenzie

Date: October 13, 2020

Routt County has reviewed the bid proposal submitted by you for the Situational Awareness System (SAS) as referred to in its Advertisement for Proposal.

You are hereby notified that your proposal in the amount of Two Hundred Forty Eight Thousand Nine Hundred Twenty Dollars (\$248,920.00) has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2; and
4. a fully-executed Performance Bond, if required by Section 5.2.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
Timothy V. Corrigan, Chair  
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

SAAB Sensis Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE:</b> October 13, 2020	<b>ITEM TIME:</b>
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<b>FROM:</b>	J. Kennedy/K. Booth
<b>TODAY'S DATE:</b>	October 8, 2020
<b>AGENDA TITLE:</b>	RFP 694 YVRA Situational Awareness System

<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>
<input checked="" type="checkbox"/> <b>X ACTION ITEM</b>
<input type="checkbox"/> <b>DIRECTION</b>
<input type="checkbox"/> <b>INFORMATION</b>

**I. DESCRIBE THE REQUEST OR ISSUE:**

Request the Board of County Commissioners approve the award for the YVRA Situational Awareness System project to SAAB Sensis Corporation in the amount not to exceed of \$248,920, the BCC Chair to sign the Notice of Award and Agreement for the Design, Sale and Installation and authorization of the County Manager to electronically sign the Purchase Order.

**II. RECOMMENDED ACTION (*motion*):**

Motion by the Board of County Commissioners approve the award for the YVRA Situational Awareness System project to SAAB Sensis Corporation in the amount not to exceed of \$248,920, the BCC Chair to sign the Notice of Award and Agreement for the Design, Sale and Installation and authorization of the County Manager to electronically sign the Purchase Order.

**III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):**

<b>PROPOSED REVENUE (<i>if applicable</i>):</b>
<b>CURRENT BUDGETED AMOUNT: N/A</b>
<b>PROPOSED EXPENDITURE: \$248,920</b>
<b>FUNDING SOURCE: 45259881 801167 SAS **</b>
<b>SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NOX</b>
<i>**This project will be funded by the CARES Grant awarded to YVRA.</i>

**IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS**

**(IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):**  
None



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**V. BACKGROUND INFORMATION:**

The Routt County Purchasing Agent sent out RFP 694 Situational Awareness System (SAS) to 8 known vendors and advertised in the Pilot for 3 consecutive weeks. We received three responsible proposals;

<b>Company</b>	<b>Proposal</b>
SAAB Sensis Corporation	\$248,500
Searidge Technologies	\$364,250
Leonardo	\$499,303

Kevin Booth has reviewed all of the proposals thoroughly and added additional items at a cost of \$420 to the SAAB proposal. YVRA feels confident that this is the best value for the County.

**VI. LEGAL ISSUES:**

None

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VIII. SUMMARY AND OTHER OPTIONS:**

Recommendation to the Board of County Commissioners approve the award for the YVRA Situational Awareness System project to SAAB Sensis Corporation in the amount not to exceed of \$248,920, the BCC Chair to sign the Notice of Award and Agreement for the Design, Sale and Installation and authorization of the County Manager to electronically sign the Purchase Order.

**IX. LIST OF ATTACHMENTS:**

- SAAB Project Proposal
- SAAB Fee and Project Schedule
- Agreement for Design, Sale and Installation - Draft



## REQUEST FOR PROPOSAL (RFP) #694

### Section 8 – Fees and Compensation

#### Base Offering

Item	Qty	Description	Proposed
<b>Licenses</b>	2	Licenses of AWS Hosted Aerobahn Surface Monitor for 36 months	<b>\$ 154,020</b>
	10	Licenses of Aerobahn Surface Viewer for 36 Months (for vehicle use)	
	10	Licenses of Aerobahn Surface Viewer for 36 Months so that airport surface can be viewed at locations away from the airport such as at home or at ski resorts	
	3	Annual license for Saab's Fusion Processor	
<b>Equipment</b>	2	Dual Mode ADS-B Ground Station	<b>\$ 23,000</b>
	10	Tablet PC's	
	20	GPS Position Devices with Tablet Mounting Hardware	
<b>Training and Support</b>		Installation, Set-up, Training	<b>\$ 37,000</b>
		12 months of Warranty and Integrated Logistics Support	
<b>Core Program Total</b>			<b>\$ 214,020</b>

#### Year 2 Warranty and Integrated Logistics Support

Description	Price
Year 2 Warranty and Integrated Logistics Support	\$ 15,500
Annual Refresher Training	\$ 1,700
<b>Year 2 Support Total</b>	<b>\$ 17,200</b>

#### Year 3 Warranty and Integrated Logistics Support

Description	Price
Year 3 Warranty and Integrated Logistics Support	\$ 16,000
Annual Refresher Training	\$ 1,700
<b>Year 3 Support Total</b>	<b>\$ 17,700</b>

<b>Grand Total</b>	<b>\$ 248,920</b>
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#### Tablet Devices Supported

Ranking	Device Manufacturer	Device Model	FCC ID	Date of Entry	CPU	Memory	Band 14 Support
1	Samsung	SM-T727A (Galaxy Tab S5e)	A3LSMT727U	2-Oct-19	Octa Core (Dual 2.0GHz + Hexa 1.7GHz), Qualcomm SDM 670	4G	YES
2	Samsung	SM-T307U(A) (Galaxy Tab A 8.4 2020)	A3LSMT307U	15-Apr-20	1.8GHz, 1.6GHz Octa-Core	3G	YES
3	Samsung	Galaxy View2 (SM-T927A)	A3LSMT927a	2-May-19	Exynos 7884 Octa Core (1.6GHz)	3G	YES
4	Samsung	Galaxy Tab A (SM-T387AA)	A3LSMT387AA	2-Nov-18	Quad-Core 1.4 GHz ARM Cortex	2/3G	YES
5	Samsung	Galaxy Tab S4 (SM-T837A)	A3LSMT837a	18-Sep-18	Octa-core (4×2.35 GHz Kryo and 4×1.9 GHz Kryo)	4G	YES

#### Saab Sensis Corporation

Corporate Headquarters	Telephone
85 Collamer Crossings	+1 (315) 445-0550
East Syracuse, NY13057	Fax
USA	+1 (315) 445-5888



## Year 4 ROM Pricing

Item	Qty	Description	Annual Price
<b>Licenses</b>	2	Licenses of AWS Hosted Aerobahn Surface Monitor for 12 months	<b>\$ 40,000</b>
	10	Licenses of Aerobahn Surface Viewer for 12 Months ( for vehicle use)	
	10	Licenses of Aerobahn Surface Viewer for 12 Months so that airport surface can be viewed at locations away from the airport such as at home or at ski resorts	
	1	Annual license for Saab's Fusion Processor	
<b>Warranty and Support</b>	1	Warranty and Support	<b>\$ T&amp;M</b>
<b>Annual Refresher Training</b>	each	Training offered via WebEx	<b>\$ 1,700</b>
<b>Year 4 Pricing</b>			<b>\$ 41,700</b>

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### Saab Sensis Corporation

<i>Corporate Headquarters</i>	<i>Telephone</i>
85 Collamer Crossings	+1 (315) 445-0550
East Syracuse, NY13057	Fax
USA	+1 (315) 445-5888



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

ITEM DATE: October 13, 2020	ITEM TIME: 10:10 am

FROM:	Alan Goldich
TODAY'S DATE:	September 29, 2020
AGENDA TITLE:	Review Process & Fee Schedule; PL-20-114

**CHECK ONE THAT APPLIES TO YOUR ITEM:**

ACTION ITEM

DIRECTION

INFORMATION

**I. DESCRIBE THE REQUEST OR ISSUE:**

Table this discussion

**II. RECOMMENDED ACTION (*motion*):**

I move to table this item to October 27, 2020 at 10:10 am

**III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):**

PROPOSED REVENUE (*if applicable*): \$

CURRENT BUDGETED AMOUNT: \$

PROPOSED EXPENDITURE: \$

FUNDING SOURCE:

SUPPLEMENTAL BUDGET NEEDED: YES  NO

*Explanation: N/A*

**IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):**

N/A

**V. BACKGROUND INFORMATION:**

N/A

**VI. LEGAL ISSUES:**

N/A

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**VIII. SUMMARY AND OTHER OPTIONS:**

N/A

**IX. LIST OF ATTACHMENTS:**

N/A



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

<b>ITEM DATE: 10/13/2020</b>	<b>ITEM TIME: 10:10 AM</b>
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<b>FROM:</b>	Routt County Building Department: Todd Carr, Building Official
<b>TODAY'S DATE:</b>	10/05/2020
<b>AGENDA TITLE:</b>	Work Session on Adoption of the 2018 ICC Building Codes with effective date of 01/01/2021

<b>CHECK ONE THAT APPLIES TO YOUR ITEM:</b>
<input type="checkbox"/> <b>ACTION ITEM</b>
<input checked="" type="checkbox"/> <b>DIRECTION</b>
<input type="checkbox"/> <b>INFORMATION</b>

**I. DESCRIBE THE REQUEST OR ISSUE:**

Review the currently proposed 2018 ICC Building Code Adoption and discuss the proposed amendments and deletion the Building Department is recommending. In addition, review the new Seismic Design Category D area that has been designated for portions of Rural Routt County around the perimeter of the City of Steamboat Springs area, approximately a circumference of 12 to 15 miles in all directions outside of the City of Steamboat Springs. The remaining portions of Routt County have been designated a Category C Seismic Zone, which has changed from a B in the past. The Building Department also has proposed changes we would like to discuss to the Agricultural Barn Permit Exemption, and a new Amendment on reducing the fire separation between a Mixed Use Residential Garage/Agricultural Building and a secondary or primary dwelling, reducing this separation to 1-hour versus a 2-hour rating based on the actual character use of the building.

**II. RECOMMENDED ACTION (*motion*):**

Complete the review of the Proposed 2018 ICC Building Code Adoption; discuss all the local amendments, deletions, and options to consider with the Seismic Category changes. Then prepare a final 2018 ICC Building Code Adoption based on BCC conclusions and recommendations made at this work session to be considered for adoption at the November 3<sup>rd</sup>, 2020 Regular meeting of the Resolution.

**III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):**

<b>PROPOSED REVENUE (<i>if applicable</i>):</b> No Fiscal Impacts
<b>CURRENT BUDGETED AMOUNT:</b> N/A
<b>PROPOSED EXPENDITURE:</b> N/A
<b>FUNDING SOURCE:</b> N/A
<b>SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> *</b>
N/A



# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA COMMUNICATION FORM

### **IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):**

All other incorporated areas and Jurisdictions are also considering and planning to adopt the 2018 ICC Building Codes with an effective date of 01/01/2021.

### **V. BACKGROUND INFORMATION:**

The County adopted the 2015 International Code Council (ICC) Building Code on January 1<sup>st</sup>, 2018, the goal of the Routt County Building Department is to adopt model codes on a three year basis and are now recommending the adoption of the 2018 Building Codes effective January 1<sup>st</sup>, 2021.

The Building Department has been working with the public, contractors, trade association, and professionals on this new code adoption for the past year and half. The Code changes from the 2015 to 2018 series are minor in nature across the board for building, energy, mechanical, and plumbing codes. In this code adoption, we will review and discuss one major issue, which is the proposed Seismic Category B to D designation proposed for the City of Steamboat Springs area, this designation also extends outward into portions of Rural Routt County approximately 10 to 12 miles in all directions as well. I will also review and highlight other proposed amendments/deletions we are recommending, and the adoption of the 2015 IPMC to replace the 1997 UBC Abatement of Dangerous Building Code book.

The Building Department also would like to spend time discussing proposed changes to the Agricultural Building Permit Exemption, and offer ideas on possible changes to consider to this exemption. This new proposed change is recommended by other Routt County Community Development Departments as well, and property owners who have purchased properties that were unknowingly non-compliant due to the Agricultural Exemption being taken advantage of by previous owners. In combination with this proposed change on Agricultural Exemptions, we also are proposing to reduce the fire separation between a dwelling and a residential garage/agricultural mixed use building to 1-hour versus a 2-hour rating based on the actual character use of these buildings not being high risk. Throughout the years, Agricultural Barns that have been illegally built to include plumbing fixtures, heating fixtures, electrical wiring, kitchens, and dwelling space which includes bedrooms. This type of activity has caused a significant amount of Code Enforcement work on all Community Development Departments. In attempting to permit these building after the fact, this has caused a great deal of time in the Planning Department with processing variances to setbacks, or time in the Building Department working through code modifications to already built structures. Most commonly Agricultural Barns are used for additional storage of vehicles, campers, boats and other Non-Agricultural products, or will include plumbing or dwelling space as well. The Exemption over the years has been extremely misinterpreted by Routt County property owners and/or taken advantage of causing a significant amount of Code Enforcement work on the County, and also has caused a great deal of financial impacts on new property owners who bought non-compliant buildings.



**ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA COMMUNICATION FORM**

**VI. LEGAL ISSUES:**

Routt County Attorney reviewed the proposed 2018 ICC Building Code Adoption.

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VIII. SUMMARY AND OTHER OPTIONS:**

Discuss the Proposed Code Adoption, and then make any necessary changes to the current proposal based on BCC's review and recommendation prior to the November 3<sup>rd</sup>, 2020 Reading and Acceptance of the Resolution.



Proudly Serving Rural Routt County \* City of Steamboat Springs \* Town of Hayden \* Town of Oak Creek \* Town of Yampa \* Routt County School Districts

Date: 10/02/2020

To: City of Steamboat Springs City Council  
Routt County Board of County Commissioners  
Cc: Gary Suiter, City Manager City of Steamboat Springs  
Mark Collins, County Manager Routt County

From: Todd Carr, Building Official Routt County

Subject: 2018 Building Code Adoption on Seismic Category Change

Dear City Council and County Commissioners,

I have provided you a presentation on the current Seismic Category Change we will be discussing during our initial meeting to review the 2018 ICC Building Code Adoptions for each Jurisdiction. As previously discussed, all of Routt County and many other portions along the Rocky Mountain Continental Divide have changed from a Category B to a Category C designation with the adoption of the new 2018 ICC Codes. However, a small portion of Routt County centered over the City of Steamboat Springs has been designated a Category D designation, throughout all of Colorado only one other location carries this same designation, which is the northeast portion of Pitkin County. On the far western border of Moffett County and Utah, there is another Category D area designated as well, however this for the most part in Utah.

The information, facts, data, and maps I have provided for review have come from various reports published on the Seismic Category changes in combination with the USGS website, ICC Code Professionals, and sources listed in ICC manuals on the Seismic Change. Below are the names of the reports I have provided you with that will further discuss the technical details, facts, and formulas that went into the equations that resulted in the Seismic Category Changes across Central and Eastern United States "CEUS". Colorado is part of this region and hover on the Western United States Region just to the west of us.

**Reports Websites for Referencing:**

2014 USGS Update Seismic Hazard Maps: <https://pubs.usgs.gov/of/2014/1091/pdf/ofr2014-1091.pdf>

CEUS-Seismic Source Characteristics for Nuclear Facilities: <http://www.ceus-ssc.com/>

2017SEAOC CONVENTION PROCEEDINGS: [https://cdn.ymaws.com/seaoc.site-ym.com/resource/resmgr/Convention\\_Proceedings/2017/56R1\\_PAPER\\_Kircher\\_R1.pdf](https://cdn.ymaws.com/seaoc.site-ym.com/resource/resmgr/Convention_Proceedings/2017/56R1_PAPER_Kircher_R1.pdf)

CCICC Code Consultants Letter on reasoning for the Code Change: [Attached at end of Memorandum](#)

**Routt County Regional Building Department**

136 6th Street, Ste 201, Steamboat Springs, CO 80487 PH: 970-870-5566 Fax 970-870-5489 Email: [Building@co.routt.co.us](mailto:Building@co.routt.co.us)

In my presentation, I have highlighted data and facts on earthquake history throughout all of Routt County over time, so you have a thorough understanding of the total number of earthquakes, magnitude size, location, and date of the occurrences. In this presentation I provide you an average magnitude when combining all earthquakes since 1900 to present day, and pointed on significant earthquakes with a magnitude  $\geq 3.0$ . The reason I have provided information on earthquakes that are  $\geq 3.0$  is because that is a threshold that was used that contributed to the Category D designation for portions of Routt County for earthquake occurrences that took place from CY2000-CY2014. Additionally data was utilized based on an overwhelming number of earthquakes that took place throughout the CEUS Region from CY2010-CY2012  $\geq 3.0$ .

Routt County has seen 26 Earthquakes from 1900 to Present Day, our average Magnitude combining all earthquakes is 2.7 magnitude. In addition due to Mining Operations we have had eight earthquakes called “Rock Blasts” caused by mining, these earthquakes are shown on the USGS Map provided in the presentation. However Rock Blast earthquakes were not used to determine our new Seismic Category in the new reports.

Routt County has had seven total Earthquakes  $\geq 3.0$  Magnitude, one of these took place in 1974, while the other five took place between CY2000-CY2019. The largest quake on record for Routt County is 3.9, which took place in the Mad Creek/Zirkle Region on October 1<sup>st</sup>, 2005. In 1974, the earthquake took place in Elk Mountain region and was 3.5, and then we had two earthquakes in the southwest region in CY2011 that were 3.5 and 3.4. In CY2009 and CY2014 in the Columbine region, we had 3.3 and 3.2, and 1 other in Mad Creek/Zirkle Region in CY2000 at 3.0. The Southwest Region shown on the Hazard Map in the presentation is where most of our earthquake occurrences have taken place over time, 15 out of the 26 total have happened within this region.

The Seismic Category B to a C designation in itself will cause minor changes to financial costs involved in design and construction of new buildings, however it can be easily adjusted too in a short period without causing major addendums or changes in design or construction in most cases. The Seismic change going from a Category B to a D is definitely more severe and will have some serious impacts in Professionals Design work as well as Construction costs of labor and materials. This type of change really takes a longer period to adapt too and prepare for long in advance to avoid serious conflicts and changes to preliminary designs well underway. In the real world currently, most Professionals are working on new construction projects that are a year away from submittal if not beyond a year for both residential and commercial construction. Most Contractors have signed contracts that may upwards of two years out for residential construction, and commercial projects may be being budgeted for based on conceptual and preliminary plans that are only 25% complete and a year or farther out on the submittal.

I have provided you two options for review and consideration on the Seismic Category D being proposed for portions of Rural Routt County and all of the City of Steamboat Springs. Option 1 approach would be adopt the Category C designation with the adoption of the 2018 ICC Codes throughout all of Routt County on January 1<sup>st</sup>, 2021 and pause on adopting the Category D designation at this time. However, during this Code Adoption we make it clear that the City of Steamboat Springs and Rural Routt County recognize that we intend to accept and adopt the Seismic Category D designation through the future adoption of the 2021 ICC Codes on January 1<sup>st</sup>, 2024. In the interim the City of Steamboat Springs and Routt County, encourage the public to design and build in accordance with the 2018 New ICC Seismic Category designations.

**ROUTT County Regional Building Department**

136 6th Street, Ste 201, Steamboat Springs, CO 80487 PH: 970-870-5566 Fax 970-870-5489 Email: [Building@co.routt.co.us](mailto:Building@co.routt.co.us)

The approach above provides us with the ability to be extremely Proactive and offer Outreach and Education well in advance to our Professionals and Contractors to make realistic adjustments to prepare for this major change from a Category B to a D. This approach will also allow us to monitor any potential changes that may occur between now and 2024 with additional Seismic Data or research that may alter this current proposed designation. We also will have time to see how other areas across CEUS and specifically regions in Pitkin County handle this new designation as well. We will also avoid conflict in terms of causing immediate financial impacts on projects that are well underway into the design and budgeting of their current projects.

The second option would be to accept the new proposed Category D designation for the City of Steamboat Springs and portions of Rural Routt County, and then allow the currently proposed Amendment below to be utilized when possible.

- Local Amendment: Seismic Design Category C & D: When approved by the Structural Engineer of Record through review of the Geotechnical Soils Report and Soils Site Class, the Seismic Category may be reduced by the Engineer of Record based on the known Soils Site Class and in accordance with ASCE-7 or Chapter 16 of the IBC.

I appreciate your time and consideration in reviewing this information in advance of our meeting, and have provided the additional reports for review. The Proposed 2018 ICC Code Adoption process has gone extremely well, and we have worked with our Professionals and Contractors in preparing this proposed document, and outside of this Seismic Category Change being proposed we have not received any negative feedback on other minor changes within our proposed code adoptions.

Sincerely,



Todd Carr, Building Official  
Routt County Building Department

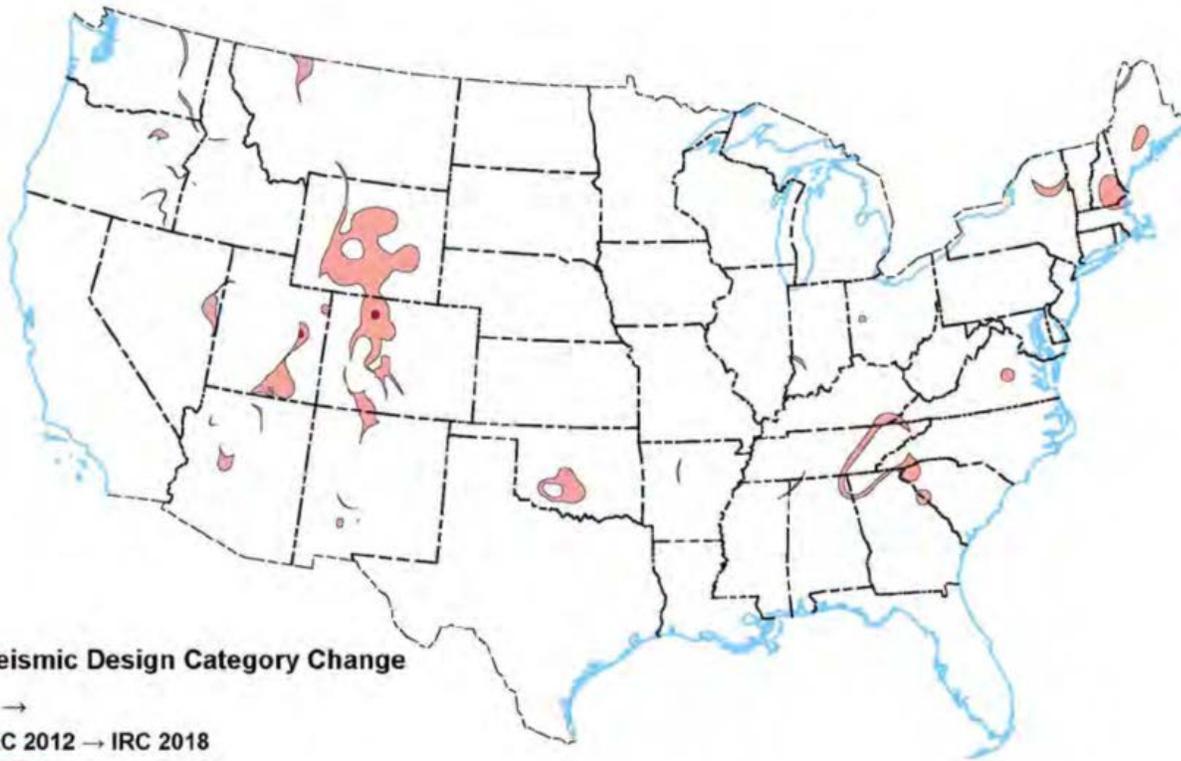
# CCICC Seismic Code Changes in 2018 ICC Codes

**Colorado Code Consultants Response:** This proposal incorporates the most current seismic design maps prepared by the U.S. Geological Survey (USGS) in collaboration with the Federal Emergency Management Agency (FEMA) and the Building Seismic Safety Council (BSSC). A separate coordinated code change updates the seismic design maps in the IBC to be consistent with these IRC maps and the maps incorporated into ASCE 7-16. In addition to incorporating updated information on faults and ground motion attenuation, these maps incorporate revisions to site coefficients  $F_a$  and  $F_v$ . Technical reasons behind the revisions are documented in FEMA P-1050-1, 2015 Edition, Sections C11.4.2 (site classes), C11.4.3 (site coefficients), and C22 (seismic maps). Further documentation is provided in Seyhan and Stewart (2012, 2014) and Luco et al. (2015). As excerpted from FEMA P-1050-1, 2015 Edition, Section C11.4.3: "Motivation for the revisions to these site factors includes (Seyhan and Stewart, 2012): (1) updating the reference site condition used for the factors to match the condition on the national maps, which in  $V_s=760$  m/s (2500 ft/s); (2) incorporating into the factors the substantial knowledge gains (stemming in large part from an enormous increase in available data) on site response over the past two decades."

As in past versions, the IRC seismic design maps directly indicate Seismic Design Category for a given location. Development of the maps in the past incorporated a default assumption of a Site (soil) Class D, which provided the most conservative assignment of Seismic Design Category. For this update, (1) changes made to the site coefficients resulted in Site Class D no longer being the most critical site class at all spectral response acceleration levels, and (2) spectral response accelerations and resulting Seismic

Design Categories increased at a number of locations when the most critical site coefficients were used. Because of these two effects, it is proposed that two sets of maps be adopted into the IRC. The updated R301.2(2) Seismic Design Category maps will provide the most conservative assignment of Seismic Design Category and can be used with any site/soil type within the limits of current IRC provisions. The new R301.2(3) Alternate Seismic Design Category maps will provide less conservative assignments of Seismic Design Category, permitted to be used when it can be determined that Site Class A, B or D is applicable. The building official may make a determination that use of the alternate maps is permitted, provided adequate information is available to determine site class, either on a community-wide basis or site-by-site basis. As in the past, alternate determination in accordance with the IBC is still permitted.

Maps have been developed by USGS to illustrate locations where Seismic Design Categories increase and decrease when comparing the 2015 IRC maps to the R301.2(2) default maps. These are included as an attachment to this code change proposal. Seyhan and Stewart (2014) and Luco et al. (2015) provide discussion of maps changes at some specific locations, including a region near Charleston, South Carolina where Seismic Design Category increased from D2 to E. This increase is due to changes in both site coefficients and mapped ground motions, the latter due to an improved earthquake source model for the Central and Eastern United States developed through a three and one-half year collaboration of approximately 35 experts (<http://www.ceus-ssc.com>).



**Seismic Design Category Change**

- B →  
IRC 2012 → IRC 2018
- B → C
  - B → D0

**ROUTT County Regional Building Department**

136 6th Street, Ste 201, Steamboat Springs, CO 80487 PH: 970-870-5566 Fax 970-870-5489 Email: [Building@co.routt.co.us](mailto:Building@co.routt.co.us)

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ROUTT        )

RESOLUTION NO. 2020-\_\_\_\_

**A RESOLUTION RESTATING AND AMENDING CURRENTLY EFFECTIVE BUILDING CODES PREVIOUSLY ADOPTED BY ROUTT COUNTY**

RECITALS

A. Acting pursuant to C.R.S. § 30-28-201, the Board of County Commissioners of Routt County (hereinafter referred to as the “Board”) has heretofore adopted the following:

- International Building Code
- International Residential Code
- International Existing Building Code
- International Property Maintenance Code
- National Electrical Code
- International Code Council Electrical Code, Administrative Provisions
- International Mechanical Code
- International Plumbing Code, including Appendix Chapters A, B, C, D, & E
- International Fuel Gas Code
- International Energy Conservation Code

with standards, amendments and additions thereto (collectively referred to herein as “Building Codes”); and

- B. Pursuant to C.R.S. § 30-28-204, the Board may alter and amend any county building code by resolution after a public hearing, notice of such hearing shall be given by at least one publication in a newspaper of general circulation in the county at least fourteen days prior to said public hearing; and
- C. Notice of the public hearing was published in the Steamboat Pilot on **Month-Day-Year** and the required public hearing before the board was held on **Month-Day-Year**, all in accordance with C.R.S. § 30-28-204; and
- D. The Board finds that the fees set forth in County Resolution No. 2015-041 are reasonable and necessary to cover the expected normal costs of plan review and inspection associated with the permits in question; and
- E. The Routt County Regional Building Department Oversight Committee has reviewed and recommended the adoption of the amendments set forth herein; and
- F. The Board wishes to restate the adoption of current Building Codes and amend such codes as deemed necessary in the interest of public health, welfare, and safety.

**NOW, THEREFORE,** be it resolved by the Board as follows:

**1. Amendment and Restatement of Existing Codes.** The currently effective building codes adopted by County Resolution 2019-052 together with any previously adopted building codes not previously repealed or amended are hereby amended and restated by reference to the codes and materials described as follows:

**A. International Building Code - Adoption.**

There is hereby adopted by Routt County (or “County”), for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the County, that certain code known as the International Building Code, 2018 Edition, including Appendix Chapters C and J, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Building Code - Amendments and Deletions.**

The International Building Code, 2018 Edition, is subject to the following amendments and deletions:

**Section 101.1 Title.** These regulations shall be known as the Building Code of Routt County Colorado, hereinafter referred to as “this code.”

**Section 103.1 Creation of Enforcement Agency,** is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official.

**Section 105.2 Work exempt from permit, Item 2,** is amended to read as follows:

2. - Fences not over 6’ (2134 mm)

14. Sole Use Agricultural Structures are **Exempt from a Full Building Permit but are required to apply for a Foundation Only Permit.** Agricultural Buildings shall be designed in accordance with all local requirements for a U-Occupancy in accordance with the adopted International Building Code, including local snow load requirements.

**Fee Schedule for Agricultural Foundation Only Permit:**

1. Building Department Permit Fee: A Permit Fee of \$150 dollars will be charged and includes the Permit Processing Fee, a Footing/Foundation Inspection and a Final Building Inspection.

2. Planning Department Review Fee: A Planning Review Fee of \$25 will be charged to review for setbacks in accordance with Planning Department Regulations.
3. County Construction Use Tax: No Fees will be charged

**Definition: Sole Use Agricultural Buildings:** Per County Resolution #16-P-049 the Agricultural Building is only allowed to be used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, or poultry, or sole purpose Greenhouses used to grow plants that are not illegal under State and Federal Law.

**Non-Agricultural Exemptions:** Any combination of the below uses being introduced into an Agricultural Building will require the Owner/Contractor to apply for a Full Building Permit in accordance with all adopted codes and fee schedules.

1. Riding Arenas added into the Building Use mixed with Sole Purpose Agricultural.
2. Construction of any Bathrooms, Breakrooms, Kitchens, Offices, Bedrooms, Recreational Rooms, Factory or Processing Rooms added into the Building Use mixed with Sole Purpose Agricultural are NOT Exempt.

**Section 312.1.1.2 Utility and miscellaneous Group U Residential/Agricultural Mixed-Use Attached Accessory Storage to a Single Dwelling, is added to read as follows:**

Agricultural and Greenhouse Buildings designed to be mixed use buildings in combination with Residential Accessory Storage uses that will not be used for storing large amounts of High Hay Storage, Fertilizers, Gas, Oil, or other Hazardous or Combustible products will be viewed as Attached Residential Agricultural Accessory Storage area to a Single Dwelling Unit. Buildings meeting this character use will have a reduced Fire Separation Requirement in Table 508.4 between the Residential area and the Residential/Agricultural Storage area of 1-hour for non-sprinkled buildings, and 30-minutes on sprinkled buildings.

**Section 105.5 Expiration,** is amended to read as follows:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

All building permits shall automatically expire three years from the date of issuance and no further work on the project for which the permit was issued shall be done

unless a renewal permit is requested in writing and approved prior to the expiration date of the original permit.

Renewal permit request shall be requested in writing and justifiable cause demonstrated. Upon review of the request and after an on-site inspection is completed the Routt County Regional Building Department may authorize or deny the renewal permit request.

Renewal permits shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Renewal permits shall automatically expire one year from the date of issuance and no further work on the project for which the permit was issued shall be done. Time extensions for a renewal permit shall be requested in writing and justifiable cause demonstrated, Routt County Regional Building Department may authorize or deny the time extension request.

If approved a renewal permit for the originally permitted work shall be issued upon payment based upon the valuation of the remaining work, current codes and current fee schedules. A renewal permit may be obtained only if no changes have been made to the construction documents submitted with the original permit application.

**Section 107 Submittal Documents, [A] 107.1 General,** is amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted electronically with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

### **Section 109.3.1 Construction Use Tax Valuation**

Construction Use Tax may be collected by the Building Department at the time of Building Permit Application submittal. A Construction Use Tax Valuation shall be provided by the permit applicant in accordance with the relevant jurisdiction's Resolution or Ordinance defining Construction Use Tax Valuation. The relevant jurisdiction may review the valuation and if it is determined that the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the relevant jurisdiction. Final Construction Use Tax Valuation shall be determined by the relevant jurisdiction.

**Table 508.4, is amended to read as follows:** A Group U-Occupancy meeting the Character use under Section 312.1.1.2 shall have a fire rating between the Residential

Dwelling area and the combination Residential/Agricultural Storage area of 1-Hour when the building is un-sprinkled, and 30-Minutes if the building is sprinkled.

**Section 901.1 Scope**, is amended to add a second paragraph as follows:

The fire code official shall have the authority to adopt additional standards for fire protection systems subject to applicable provisions of State statutes and home rule charter. The fire code official shall be responsible for permitting and reviewing fire sprinkler systems and fire alarm systems, in lieu of no fire code official then applicants must work directly with the State of Colorado Department of Fire Prevention.

**Section 903.2.8 Group R**, is amended to add the following exception:

**EXCEPTION:** An automatic sprinkler system is not required in multi-use buildings, two stories or less with no more than 2 dwelling units, and an automatic and manual fire alarm system is installed in accordance with NFPA 72. Sprinkler systems required by other sections and other codes must still be provided.

**Section 907.2.1 Group A, Exception**, is hereby deleted.

**Section 907.2.2 Group B, Exception**, is hereby deleted.

**Section 907.2.4 Group F, Exception**, is hereby deleted.

**Section 907.2.7 Group M, Exception 2**, is hereby deleted.

**Section 907.2.8.1 Manual fire alarm system, Exception 2**, is hereby deleted.

**Section 907.2.9.1 Group R-2, Exception 2**, is hereby deleted.

**Section 1011.2 Width and capacity**, is amended to read as follows:

The required capacity of stairways shall be determined as specified in Section 1005.1, but the minimum width shall be not less than 48 inches (1219 mm). See Section 1009.3 for accessible means of egress stairways.

**Section 1011.2 Width and capacity. Exception 1**, is amended to read as follows:

1. Stairways serving one individual dwelling unit in Group R, Division 1 or 2, or serving Group U Occupancies may be 36 inches (914 mm) in width.

**Section 1206.2 Air-borne sound**, the first sentence of this section is amended to read as follows:

Walls, partitions and floor/ceiling assemblies separating dwelling units from each other or from public or service areas shall have a sound transmission class (STC) of not

less than 49 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90.

**Section 3202 Encroachments above grade and below 8 feet in height**, is amended to read as follows:

Encroachments into the public right-of-way above grade and below 8 feet (2438 mm) in height shall be prohibited except as provided for in Section 3202.2.3. Doors and windows shall not open or project into the public right-of-way.

**Section 3202.2.1 Steps**, is hereby deleted.

**Section 3202.2.2 Architectural features**, is amended to read as follows:

Columns, pilasters, moldings, bases, belt courses, lintels, sills, architraves, pediments and similar architectural features shall not project more than 4 inches (102 mm).

**Section 3202.3.1 Awnings, canopies, marquees and signs**, is amended to read as follows:

Awnings, canopies, marquees and signs shall be supported entirely by the building and constructed of noncombustible materials or, when supported by a building of Type V construction, may be of one-hour fire-resistive construction. Awnings, canopies, marquees and signs shall not extend more than 4 feet (1220 mm) from the building.

**Section 3202.3.3 Encroachments 15 feet or more above grade**, is hereby deleted.

**Appendix Section J102 Definitions.** WELL is added to read as follows:

**WELL.** A water well.

## **B. International Residential Code – Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of one and two-family dwellings within the County, that certain code known as the International Residential Code, 2018 Edition, including Appendix Chapters E and Q, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

## **International Residential Code – Amendments and Deletions.**

**Section R103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official.

**Section R105.2 Work exempt from permit**, is amended to read:

**Building:**

1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.5 m<sup>2</sup>) and wall height does not exceed 11'4" total height from finished floor to top of plate.
2. Fences not over 6' (2134 mm)

**11. Delete this Exception: Roofing permits are not required when existing roofing materials are removed without damaging or removing existing roofing underlayment materials and new roofing materials of the same type are re-installed.**

**Section R105.5 Expiration**, is amended to read as follows:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

All building permits shall automatically expire three years from the date of issuance and no further work on the project for which the permit was issued shall be done unless a renewal permit is requested in writing and approved prior to the expiration date of the original permit.

Renewal permit request shall be requested in writing and justifiable cause demonstrated. Upon review of the request and after an on-site inspection is completed the Routt County Regional Building Department may authorize or deny the renewal permit request.

Renewal permits shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Renewal permits shall automatically expire one year from the date of issuance and no further work on the project for which the permit was issued shall be done. Time extensions for a renewal permit shall be requested in writing and justifiable cause demonstrated, Routt County Regional Building Department may authorize or deny the time extension request.

If approved a renewal permit for the originally permitted work shall be issued upon payment based upon the valuation of the remaining work, current codes and current fee schedules. A renewal permit may be obtained only if no changes have been made to the construction documents submitted with the original permit application.

**Section R106 Construction Documents** is amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted electronically with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

### **Section 108.3.1 Construction Use Tax Valuation**

Construction Use Tax may be collected by the Building Department at the time of Building Permit Application submittal. A Construction Use Tax Valuation shall be provided by the permit applicant in accordance with the relevant jurisdiction's Resolution or Ordinance defining Construction Use Tax Valuation. The relevant jurisdiction may review the valuation and if it is determined that the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the relevant jurisdiction. Final Construction Use Tax Valuation shall be determined by the relevant jurisdiction.

**Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**, is completed as follows:

- Ground Snow Load – Case Study Area contact the Building Department for Ground Snow Load Valuations per site.
- Climate Zone 7
- Wind Speed – 115 MPH (ultimate design wind speed)
- Topographic Effects – No
- Seismic Design Category – C & D Note: When approved by the Structural Engineer of Record through review of the Geotechnical Soils Report and Soils Site Class, the Seismic Category may be reduced by the Engineer of Record based on the known Soils Site Class and in accordance with ASCE-7 or Chapter 16 of the IBC.
- Subject to Damage by Weathering – Severe
- Subject to Damage by Frost line Depth – 48 inches (1220mm)
- Subject to Damage by Termite – None to slight
- Subject to Damage by Decay – None to slight
- Winter Design:
  - Outdoor Winter Design Dry-Bulb Temperature – -15°F (-26°C)
  - Indoor Winter Design Dry-Bulb Temperature: 70° F (21° C)
  - Coincident Wet Bulb: 56° F (13° C)
  - Heating temperature Difference: 85° F (29° C)

- Summer Design:
  - Outdoor Summer Design Dry-Bulb Temperature: 85° F (29° C)
  - Indoor Summer Design Dry-Bulb Temperature: 75° F (24° C)
  - Design Grains: Varies based on weather data Range: -35 to -55
  - Cooling Temperature Difference: 10° F (-12° C)
- Elevation: Varies Elevation by address can be found at:  
[https://elevation.maplogs.com/poi/routt\\_county\\_co\\_usa.12879.html](https://elevation.maplogs.com/poi/routt_county_co_usa.12879.html)
- Altitude Correction: Varies
  - 7,000' 0.77
  - 8,000' 0.75
  - 9,000' 0.72
  - 10,000' 0.69
  - 12,000' 0.63
- Latitude : 40° North
- Ice Shield Underlayment Required – Yes
- Flood Hazards – FIRM, February 4, 2005
- Air Freezing Index – Steamboat 2239
- Mean Annual Temperature – 40-45°F (4.5-7.2°C)
- Ground Snow Load Values are Governed by Routt County Regional Building Department based on geographic location. Please visit our home page and click on Ground Snow Load Values for site-specific information.

**Section R311.7.8 Handrails.** amended to read as follows adding exception:

Exception: A Handrail shall not be required if you have four total risers and the total vertical drop from top of treads, landing, or floor level is not greater than 30 inches measured vertically to the floor or grade below at any point within 36 inches horizontally to the edge of the open sides.

**Section R313 Automatic fire sprinkler systems,** is hereby deleted.

**Section R325.6 Item 3** is amended to read as follows:

3. The occupiable attic space is enclosed by the roof assembly above intersecting and connecting directly to the top of the floor-ceiling assembly on the story below with a maximum vertical height on the sides from the top of finished floor-ceiling assembly to top of finished roof deck to be no more than 20" tall.

**Section R408.3 Unvented Crawl Space** amended to read as follows adding item 2.5

- 2.5 Ventilation Equipment installed under 2.1 and 2.2 may operate intermittently for a minimum of 1-hour for every 24-hour period, if exhaust only system is installed in accordance with 2.1, or when a dedicated HRV/ERV fan is installed to serve only the crawl space area under section 2.2.

**Section R601.2 Requirements**, is amended to read as follows:

Wall construction shall be capable of accommodating all loads imposed according to Section 301 and of transmitting the resulting loads to the supporting structural elements. All tables and Applicability Limits in this chapter that use roof live load less than 50 psf or ground snow load of 70 psf or less are hereby unusable for design in this jurisdiction.

**Section R602.10.8.2 Connections to roof framing Item 1**, is amended to read as follows:

For SDC A, B and C and wind speeds less than 100 miles per hour (45 m/s), where the distance from the top of the rafters or roof trusses and perpendicular top plates is 15.25 inches (387mm) or less, the rafters or roof trusses shall be connected to the top plates of braced wall lines in accordance with Table 602.3(1) and with blocking in accordance with Figure R602.10.8.2(1). Blocking shall be attached to top plate per Table 602.3(1).

**Section R703.8.3 Lintels**, is amended to read as follows:

Masonry veneer shall not support any vertical load other than the dead load of the veneer above. Veneer above openings shall be supported on lintels of noncombustible materials. The lintels shall have a length of bearing not less than 4 inches (102mm). Steel lintels over openings or steel lintels that are less than 4 inches (102mm) above finished grade shall be coated with a rust-inhibitive paint, except for lintels made of corrosion resistance steel or steel treated with coating to provide corrosion resistance. Construction of openings shall comply with either Section R703.8.3.1 or 703.8.3.2.

**Section R801.2 Requirements**, is amended to read as follows:

Roof and ceiling construction shall be capable of accommodating all loads imposed according to Section 301 and of transmitting the resulting loads to the supporting structural elements. All Tables and Applicability Limits in this chapter that use roof live load less than 50 psf or ground snow load of 70 psf or less are hereby unusable for design in this jurisdiction.

**Section R1004.4 Unvented gas log heaters**, is hereby deleted.

**Chapter 11 Energy Efficiency** is hereby deleted and replaced with the following:

**N1101.1 Scope:**

This chapter governs the design and construction of buildings for energy efficiency.

**N1101.1.1 Criteria:**

Buildings shall be designed and constructed in accordance with the International Energy Conservation Code Residential requirements.

**Section G2406.2 (303.3) Prohibited locations. Exception 3,** is hereby deleted.

**Section G2406.2 (303.3) Prohibited locations. Exception 4,** is hereby deleted.

**Section G2406.2.1 (303.7) Liquid propane gas appliance in a pit or basement**

Liquefied petroleum gas-burning appliances shall not be installed in a pit, basement or similar location where heavier-than-air gas might collect, unless the following conditions are met:

1. A listed propane gas detector with alarm shall be installed. A listed solenoid gas valve shall be installed on the gas line that supplies all propane appliances located in the basement or pit. Upon detection of gas an alarm shall sound and the solenoid gas valve shall close.

**Section G2420.5.3 (409.5.3) Located at manifold,** is hereby deleted.

**Section G2433 (603) Log Lighters,** is hereby deleted.

**Section G2445.2 (621.2) Prohibited use,** is amended to read as follows:

Unvented room heaters are not to be installed in dwelling units.

**Section G2445.7 (621.7) Unvented decorative room heaters,** is hereby deleted.

**Section G2445.7.1 (621.7.1) Ventless firebox enclosures,** is hereby deleted.

**P2503.5.1 Rough Plumbing** amended to read as follows:

DWV systems shall be tested on completion of the rough piping installation by water or by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

**Section P2604.2 Water service installation** amended to read as follows:

Water service pipe and the building sewer shall be separated as required by policy established by the city. No exceptions.

**P2503.7 Water-supply system testing** amended to read as follows:

Upon completion of the water-supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, by an air test of not less than 50 psi (345 kPa). This

pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

**Section P3011 Indirect/Special Waste**

**P3011 Neutralizing device required for corrosive wastes.**

Corrosive liquids, spent acids or other harmful chemicals that destroy or injure a drain, sewer, soil or waste pipe, or create noxious or toxic fumes or interfere with sewage treatment processes shall not be discharged into the plumbing system without being thoroughly diluted, neutralized or treated by passing through an approved dilution or neutralizing device. Such devices shall be automatically provided with a sufficient supply of diluting water or neutralizing medium so as to make the contents noninjurious before discharge into the drainage system. The nature of the corrosive or harmful waste and the method of its treatment or dilution shall be approved prior to installation.

**Section P3005.2.10 Cleanout access.** Exception Added to read as follows:

**Exception:**

1. Access shall not be required to One (1) Sanitary Test-Tee Cleanout per building where installed below grade and within the building envelope. The Clean-Out Plug must be installed in accordance with Section 3005.6 and permanently glued prior to backfilling.

**Chapter 34 General Requirements.**

**Section E3401.1 Applicability,** is National Electric Code currently adopted by State of Colorado.

**Chapter 44 REFERENCED STANDARDS, ICC 400-2012 Standard on the Design and Construction of Log Structures,** is hereby amended to read as follows:

Where the standard provides satisfactory information for construction of log structures, Section 305.4 Thermal mass effect of log walls shall be evaluated in accordance with IECC Section R402.2.5 Mass walls or similar provisions in ICC 400-2007.

**SECTION AQ106 Energy Conservation** amended to add AQ106.1

AQ106.1 Tiny Homes constructed under Appendix Q shall follow Chapter 4 of the 2018 International Energy Conservation Code for Energy Code Compliance.

**C. International Existing Building Code – Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum life safety requirements for all existing buildings within the County that undergo alteration or a change in use, that certain code known as the International Existing Building Code,

2018 Edition, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Existing Building Code - Amendments.**

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**D. 2018 International Property Maintenance Code .**

There is hereby adopted by the County, for the purpose of providing a just, equitable and practicable method to require the repair, vacation, or demolition of buildings or structures which, from any cause, endanger the life, limb, health, property, safety or welfare of the general public or their occupants that certain code known as the 2018 International Property Maintenance Code. The adoption of this Code shall not prohibit the County from seeking remedies otherwise available by law or equity.

**International Property Maintenance Code Deletions:**

Chapters 3, 4, 5, 6, 7, 8, and Chapter Appendix A are hereby deleted .

**E. National Electrical Code - Adoption.**

There is hereby adopted by the County, for the purpose of regulating the installation and use of electric conductors and equipment within the County, that certain code known as the National Electric Code published by the National Fire Protection Association as adopted and amended by the State of Colorado. The State of Colorado adopts and amends the Code from time to time. The then-current edition that the State adopts as well as any and all amendments, is adopted by reference thereto the same as if set forth in length in this section.

**F. International Code Council Electrical Code, Administrative Provisions, Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation,

and maintenance or use of electrical systems and equipment within the County, that certain code known as the International Code Council Electrical Code, Administrative Provisions, 2018 Edition, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Code Council Electrical Code, Administrative Provision – Amendments.**

**Section 301.1 Creation of enforcement agency,** is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. The building official shall appoint an electrical inspector to assist the building department in the administration and enforcement of this code. Building official shall be synonymous with code official in all other references in this code.

**Section 1201.1.1 Adoption,** is amended to read as follows:

Electrical systems and equipment shall be designed and constructed in accordance with the most current electrical code adopted by the State of Colorado Electrical Board.

**G. International Mechanical Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling the design, construction, installation, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances in the County, that certain code known as the International Mechanical Code, 2018 Edition; published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Mechanical Code – Amendments.**

The International Mechanical Code, 2018 Edition, is subject to the following amendments:

**Section 103.1 Creation of Enforcement Agency,** is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 903.3 Unvented gas log heaters,** is hereby deleted.

**H. International Energy Conservation Code – Adoption**

There is hereby adopted by the County for the purpose of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; the certain code known as the International Energy Conservation Code, 2018 Edition published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**Table R402.1.2 Insulation and Fenestration Requirements by Component** is amended to read as follows for Climate Zone 7 and 8.

FENESTRATION U-FACTOR <sup>b</sup>	SKYLIGHT <sup>b</sup> U-FACTOR	GLAZED FENESTRATION SHGC <sup>b, e</sup>	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE <sup>i</sup>	FLOOR R-VALUE	BASEMENT <sup>c</sup> WALL R-VALUE	SLAB <sup>d</sup> R-VALUE & DEPTH	CRAWL SPACE <sup>c</sup> WALL R-VALUE
0.30	0.55	NR	49	20+5 <sup>h</sup> or 22+3 <sup>h</sup> or 27+0	15/20	30 <sup>g</sup>	15/19	10,4ft.	15/19

**Footnote H** amended to read as follows:

The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, “20+5” means R-20 cavity insulation plus R-5 continuous insulation. Refer to section R402.2.7 for walls with partial structural sheathing and any reductions in continuous insulation

**Section R402.4.1.2 Testing** is hereby deleted

**I. International Plumbing Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling design, construction, installation, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing system within the County, that certain code known as the International Plumbing Code, 2018 Edition published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Plumbing Code - Amendments and Deletions.**

The International Plumbing Code, 2018 Edition, is subject to the following amendments:

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 107.2 Required inspections and testing, Item 1**, is amended to read as follows:

1. Underground inspection shall be made in accordance with the specifications of the city and before any backfill is put in place. Underground inspections of the water service pipe and building sewer shall be performed by the jurisdiction.

**Section 312.1 Required tests** is amended to read as follows:

The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and he or she shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. Plumbing system piping shall be tested with either water or by air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.

**Section 312.3 Drainage and vent air test** is amended to read as follows:

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period

**Section 312.5 Water supply system test**, is amended to read as follows:

Upon completion of a section of or the entire water supply system, the system, or portion completed, shall be tested and proved tight under a water pressure not less than the working pressure of the system; or by an air test of not less than 50 psi (344 kPa). This pressure shall be held for not less than 15 minutes. The water utilized for tests shall be obtained from a potable source of supply. The required tests shall be performed in accordance with this section and Section 107.

**Exception:** The water service piping shall be tested as required by the jurisdiction.

**Section 312.6 Gravity sewer test**, is amended to read as follows:

Gravity sewer tests shall be made in accordance with the specifications of the jurisdiction.

**Section 603.2 Separation of water service and building sewer**, is amended to read as follows:

Water service pipe and the building sewer shall be separated as required by policy established by the Jurisdiction.

**605.3 Water service piping.** The first sentence of the paragraph is amended to read:

Water service piping shall conform to the specification of the jurisdiction.

**Section 708.1.10 Cleanout Access. Exception added to read as follows.**

**Exception:**

1. Access shall not be required to One (1) Sanitary Test-Tee Cleanout per building where installed below grade and within the building envelope. The Clean-Out Plug must be installed in accordance with Section 3005.6 and permanently glued prior to backfilling.

**J. International Fuel Gas Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling the installation of fuel-gas piping systems, fuel-gas utilization equipment and related accessories within the County, that certain code known as the International Fuel Gas Code, 2018 Edition published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Fuel Gas Code - Amendments and Deletions.**

The International Fuel Gas Code, 2018 Edition, is subject to the following amendments and deletions:

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 303.3 Prohibited locations, Exception 3**, is hereby deleted.

**Section 303.3 Prohibited locations, Exception 4**, is hereby deleted.

**Section 303.8 Liquid propane gas appliance in a pit or basement**, is added to read as follows:

Liquefied petroleum gas-burning appliances shall not be installed in a pit, basement or similar location where heavier-than-air gas might collect, unless the following conditions are met:

1. A listed propane gas detector with alarm shall be installed A listed solenoid gas valve shall be installed on the gas line that supplies all propane appliances located in the basement or pit. Upon detection of gas an alarm shall sound and the solenoid gas valve shall close

**Section 409.5.3 Located at manifold,** is hereby deleted.

**Section 603 Log Lighters,** is hereby deleted.

**Section 621.2 Prohibited use,** is amended to read as follows:

Unvented room heaters are not to be installed in dwelling units.

**Section 621.7 Unvented decorative room heaters,** is hereby deleted.

**Section 621.7.1 Ventless firebox enclosures,** is hereby deleted.

2. **No Repeal of Resolution Number 91-032.** Nothing contained in this resolution is intended to or shall be construed as a repeal of the Routt County Air Pollution Control Resolution, County Resolution Number 91-032.

3. **Effective Date.** This resolution shall be effective January 1<sup>st</sup>, 2021.

UPON MOTION duly made, seconded and passed this **Day-Month-Year**.

**BY THE BOARD OF COUNTY COMMISSIONERS OF ROUTT COUNTY, STATE OF COLORADO.**

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Timothy V. Corrigan, Chair

Vote: Douglas B. Monger (yes) (no) (abstain) (absent)  
M. Elizabeth Melton (yes) (no) (abstain) (absent)  
Timothy V. Corrigan (yes) (no) (abstain) (absent)

ATTEST:

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Kim Bonner, Clerk and Recorder

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ROUTT     )

RESOLUTION NO. 2020-\_\_

**A RESOLUTION RESTATING AND AMENDING CURRENTLY EFFECTIVE BUILDING CODES PREVIOUSLY ADOPTED BY ROUTT COUNTY**

RECITALS

A. Acting pursuant to C.R.S. § 30-28-201, the Board of County Commissioners of Routt County (hereinafter referred to as the “Board”) has heretofore adopted the following:

- International Building Code
- International Residential Code
- International Existing Building Code
- International Property Maintenance Code
- National Electrical Code
- International Code Council Electrical Code, Administrative Provisions
- International Mechanical Code
- International Plumbing Code, including Appendix Chapters A, B, C, D, & E
- International Fuel Gas Code
- International Energy Conservation Code

with standards, amendments and additions thereto (collectively referred to herein as “Building Codes”); and

- B. Pursuant to C.R.S. § 30-28-204, the Board may alter and amend any county building code by resolution after a public hearing, notice of such hearing shall be given by at least one publication in a newspaper of general circulation in the county at least fourteen days prior to said public hearing; and
- C. Notice of the public hearing was published in the Steamboat Pilot on **Month-Day-Year** and the required public hearing before the board was held on **Month-Day-Year**, all in accordance with C.R.S. § 30-28-204; and
- D. The Board finds that the fees set forth in County Resolution No. 2015-041 are reasonable and necessary to cover the expected normal costs of plan review and inspection associated with the permits in question; and
- E. The Routt County Regional Building Department Oversight Committee has reviewed and recommended the adoption of the amendments set forth herein; and
- F. The Board wishes to restate the adoption of current Building Codes and amend such codes as deemed necessary in the interest of public health, welfare, and safety.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **Amendment and Restatement of Existing Codes.** The currently effective building codes adopted by County Resolution 2019-052 together with any previously adopted building codes not previously repealed or amended are hereby amended and restated by reference to the codes and materials described as follows:

**A. International Building Code - Adoption.**

There is hereby adopted by Routt County (or "County"), for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the County, that certain code known as the International Building Code, 2018 Edition, including Appendix Chapters C and J, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Building Code - Amendments and Deletions.**

The International Building Code, 2018 Edition, is subject to the following amendments and deletions:

**Section 101.1 Title.** These regulations shall be known as the Building Code of Routt County Colorado, hereinafter referred to as "this code."

**Section 103.1 Creation of Enforcement Agency,** is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official.

**Section 105.2 Work exempt from permit, Item 2,** is amended to read as follows:

2. - Fences not over 6' (2134 mm)

14. Sole Use Agricultural Structures are **Exempt from a Full Full Building Permit but are rRequired to aApply for a Foundation Only Permit.** Agricultural Buildings shall be designed in accordance with all local requirements for a U-Occupancy in accordance with the adopted International Building Code, including local snow load requirements.

**Fee Schedule for Agricultural Foundation Only Permit;**

1. Building Department Permit Fee: ~~No Plan Review services will be provided and no Plan Review Fee will be charged.~~ A Permit Fee of \$150 dollars and an Administration Fee of \$25.00 will be charged to cover the cost of a single inspection and permit processing. Applicants must provide a minimum of a siwill

**Commented [TC1]:** Proposing this change to BCC for CY2021 due to countless code enforcement issues, absorbant amount of staff time over the last three years dealing with issues, financial losses in the hundreds of thousands for those who were fooled by previous owners converting illegal barns into dwellings, fires that have endangered citizens living in illegal dwellings, collapses due to wind and snow not being implemented into the design, water body setback issues, property line setback issues, and other health and safety concerns.

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be charged and includes the Permit Processing Fee, a Footing/Foundation Inspection and a Final Building Inspection. ~~te plan showing the location of the proposed building on the property, building dimensions and height, and may submit all construction documents associated with the building to be kept on file under the permit for construction. Ground Snow Load values shall be used for the roof construction of the building, and converted to Roof Snow Load values. Expedited Plan Reviews will be done within 2 working days by Routt County Building and Planning Department only. There will be no additional fees. Planning Department Review Fees will be \$0 dollars.~~  
2. Planning Department Review Fee: A Planning Review Fee of \$25 will be charged to review for setbacks in accordance with Planning Department Regulations.  
3. County Construction Use Tax: No Fees will be charged

Commented [EK2]: Make sure Planning understands this.

**Definition: Sole Use Agricultural Buildings:** Per County Resolution #16-P-049 the Agricultural Building is only allowed to be used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, or poultry, or sole purpose Greenhouses used to grow plants that are not illegal under State and Federal Law.

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Non-Agricultural Exemptions: Any combination of the below uses being introduced into an Agricultural Building will require the Owner/Contractor to apply for a Full Building Permit in accordance with all adopted codes and fee schedules.

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1. Riding Arenas added into the Building Use mixed with Sole Purpose Agricultural.

2. Construction of any Bathrooms, Breakrooms, Kitchens, Offices, Bedrooms, Recreational Rooms, Factory or Processing Rooms added into the Building Use mixed with Sole Purpose Agricultural are NOT Exempt.

Commented [TC3]: Follow this criteria for meeting Agricultural Foundation Only limitations.

**Section 312.1.1.2 Utility and miscellaneous Group U Residential/Agricultural Mixed-Use Attached Accessory Storage to a Single Dwelling, is added to read as follows:**

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Agricultural and Greenhouse Buildings designed to be mixed use buildings in combination with Residential Accessory Storage uses that will not be used for storing large amounts of High Hay Storage, Fertilizers, Gas, Oil, or other Hazardous or Combustible products will be viewed as Attached Residential Agricultural Accessory Storage area to a Single Dwelling Unit. Buildings meeting this character use will have a reduced Fire Separation Requirement in Table 508.4 between the Residential area and the Residential/Agricultural Storage area of 1-hour for non-sprinkled buildings, and 30-minutes on sprinkled buildings.

Commented [TC4]: Reduced Fire Rating by 1-hour for Mixed Use Residential/Agricultural Buildings to make it easier and financially affordable to construct, while still maintaining a safe rating for occupants and first responders, this has been reviewed by Steamboat Fire District and they agreed with this reduction.

including greenhouses that are used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, or poultry are exempted from the

~~permitting requirements. In Accordance with Resolution #16 P-049 adopted by Routt County.~~

**Section 105.5 Expiration**, is amended to read as follows:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

All building permits shall automatically expire three years from the date of issuance and no further work on the project for which the permit was issued shall be done unless a renewal permit is requested in writing and approved prior to the expiration date of the original permit.

Renewal permit request shall be requested in writing and justifiable cause demonstrated. Upon review of the request and after an on-site inspection is completed the Routt County Regional Building Department may authorize or deny the renewal permit request.

Renewal permits shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Renewal permits shall automatically expire one year from the date of issuance and no further work on the project for which the permit was issued shall be done. Time extensions for a renewal permit shall be requested in writing and justifiable cause demonstrated, Routt County Regional Building Department may authorize or deny the time extension request.

If approved a renewal permit for the originally permitted work shall be issued upon payment based upon the valuation of the remaining work, current codes and current fee schedules. A renewal permit may be obtained only if no changes have been made to the construction documents submitted with the original permit application.

**Section 107 Submittal Documents, [A] 107.1 General**, is amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted electronically with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

**Section 109.3.1 Construction Use Tax Valuation**

Construction Use Tax may be collected by the Building Department at the time of Building Permit Application submittal. A Construction Use Tax Valuation shall be provided by the permit applicant in accordance with the relevant jurisdiction's Resolution or Ordinance defining Construction Use Tax Valuation. The relevant jurisdiction may review the valuation and if it is determined that the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the relevant jurisdiction. Final Construction Use Tax Valuation shall be determined by the relevant jurisdiction.

Table 508.4, is amended to read as follows: A Group U-Occupancy meeting the Character use under Section 312.1.1.2 shall have a fire rating between the Residential Dwelling area and the combination Residential/Agricultural Storage area of 1-Hour when the building is un-sprinkled, and 30-Minutes if the building is sprinkled.

**Commented [TC5]:** New Fire Rating for small Agricultural/Residential Storage areas between the dwelling space and storage space.

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**Commented [TC6]:** Deleted section 116.1, this is not needed due to getting rid of the Uniform Code.

**Section 901.1 Scope**, is amended to add a second paragraph as follows:

The fire code official shall have the authority to adopt additional standards for fire protection systems subject to applicable provisions of State statutes and home rule charter. The fire code official shall be responsible for permitting and reviewing fire sprinkler systems and fire alarm systems, in lieu of no fire code official then applicants must work directly with the State of Colorado Department of Fire Prevention.

**Section 903.2.8 Group R**, is amended to add the following exception:

**EXCEPTION:** An automatic sprinkler system is not required in multi-use buildings, two stories or less with no more than 2 dwelling units, and an automatic and manual fire alarm system is installed in accordance with NFPA 72. Sprinkler systems required by other sections and other codes must still be provided.

**Section 907.2.1 Group A, Exception**, is hereby deleted.

**Section 907.2.2 Group B, Exception**, is hereby deleted.

**Section 907.2.4 Group F, Exception**, is hereby deleted.

**Section 907.2.7 Group M, Exception 2**, is hereby deleted.

**Section 907.2.8.1 Manual fire alarm system, Exception 2**, is hereby deleted.

**Section 907.2.9.1 Group R-2, Exception 2**, is hereby deleted.

**Section 1011.2 Width and capacity**, is amended to read as follows:

The required capacity of stairways shall be determined as specified in Section 1005.1, but the minimum width shall be not less than 48 inches (1219 mm). See Section 1009.3 for accessible means of egress stairways.

**Section 1011.2 Width and capacity. Exception 1,** is amended to read as follows:

1. Stairways serving one individual dwelling unit in Group R, Division 1 or 2, or serving Group U Occupancies may be 36 inches (914 mm) in width.

**Section 1206.2 Air-borne sound,** the first sentence of this section is amended to read as follows:

Walls, partitions and floor/ceiling assemblies separating dwelling units from each other or from public or service areas shall have a sound transmission class (STC) of not less than 49 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90.

**Section 3202 Encroachments above grade and below 8 feet in height,** is amended to read as follows:

Encroachments into the public right-of-way above grade and below 8 feet (2438 mm) in height shall be prohibited except as provided for in Section 3202.2.3. Doors and windows shall not open or project into the public right-of-way.

**Section 3202.2.1 Steps,** is hereby deleted.

**Section 3202.2.2 Architectural features,** is amended to read as follows:

Columns, pilasters, moldings, bases, belt courses, lintels, sills, architraves, pediments and similar architectural features shall not project more than 4 inches (102 mm).

**Section 3202.3.1 Awnings, canopies, marquees and signs,** is amended to read as follows:

Awnings, canopies, marquees and signs shall be supported entirely by the building and constructed of noncombustible materials or, when supported by a building of Type V construction, may be of one-hour fire-resistive construction. Awnings, canopies, marquees and signs shall not extend more than 4 feet (1220 mm) from the building.

**Section 3202.3.3 Encroachments 15 feet or more above grade,** is hereby deleted.

**Appendix Section J102 Definitions. WELL** is added to read as follows:

**WELL.** A water well.

**B. International Residential Code – Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and

controlling the design, construction, quality of materials, use and occupancy, location and maintenance of one and two-family dwellings within the County, that certain code known as the International Residential Code, 2018 Edition, including Appendix Chapters E and Q, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**Commented [TC7]:** This is now the Tiny Home Building Code Appendix, Q was added to reflect this.

### **International Residential Code – Amendments and Deletions.**

**Section R103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official.

**Section R105.2 Work exempt from permit**, is amended to read:

#### **Building:**

1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.5 m<sup>2</sup>) and wall height does not exceed 11'4" total height from finished floor to top of plate.
2. Fences not over 6' (2134 mm)

**Commented [TC8]:** Add this language as a safe guard, this past year we had an instance where someone wanted to dispute the technical language of a "Story", it proved tough to force them to get a permit. By adding this clear language we will avoid these conflicts on total wall height.

**11. Delete this Exception: Roofing permits are not required when existing roofing materials are removed without damaging or removing existing roofing underlayment materials and new roofing materials of the same type are re-installed.**

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**Commented [TC9]:** Roofing Contractors have proposed deleting this section, instead they feel no exceptions should be offered and all Re-Roofs should require a permit. Our fees have been reduced to a maximum, and we offer express over the counter permits on Re-Roofs, so they are happy to get roof permits and feel this will create a level playing field for all roofing contractors ensuring permits are always pulled and installation meets code requirements. The Building Department agrees with this assessment and recommends deleting the exception.

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**Section R105.5 Expiration**, is amended to read as follows:

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

All building permits shall automatically expire three years from the date of issuance and no further work on the project for which the permit was issued shall be done unless a renewal permit is requested in writing and approved prior to the expiration date of the original permit.

Renewal permit request shall be requested in writing and justifiable cause demonstrated. Upon review of the request and after an on-site inspection is completed the Routt County Regional Building Department may authorize or deny the renewal permit request.

Renewal permits shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time

the work is commenced. Renewal permits shall automatically expire one year from the date of issuance and no further work on the project for which the permit was issued shall be done. Time extensions for a renewal permit shall be requested in writing and justifiable cause demonstrated, Routt County Regional Building Department may authorize or deny the time extension request.

If approved a renewal permit for the originally permitted work shall be issued upon payment based upon the valuation of the remaining work, current codes and current fee schedules. A renewal permit may be obtained only if no changes have been made to the construction documents submitted with the original permit application.

**Section R106 Construction Documents** is amended to read as follows:

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted electronically with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

#### **Section 108.3.1 Construction Use Tax Valuation**

Construction Use Tax may be collected by the Building Department at the time of Building Permit Application submittal. A Construction Use Tax Valuation shall be provided by the permit applicant in accordance with the relevant jurisdiction's Resolution or Ordinance defining Construction Use Tax Valuation. The relevant jurisdiction may review the valuation and if it is determined that the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the relevant jurisdiction. Final Construction Use Tax Valuation shall be determined by the relevant jurisdiction.

**Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**, is completed as follows:

- Ground Snow Load – Case Study Area contact the Building Department for Ground Snow Load Valuations per site.
- Climate Zone 7
- Wind Speed – 115 MPH (ultimate design wind speed)
- Topographic Effects – No
- Seismic Design Category – C & D Note: When approved by the Structural Engineer of Record through review of the Geotechnical Soils Report and Soils Site Class, the

Seismic Category may be reduced by the Engineer of Record based on the known Soils Site Class and in accordance with ASCE-7 or Chapter 16 of the IBC.

e: When approved by the Geotechnical Engineer Class B can be used when a soils report or historical data supports a class B designation.

- Subject to Damage by Weathering – Severe
- Subject to Damage by Frost line Depth – 48 inches (1220mm)
- Subject to Damage by Termite – None to slight
- Subject to Damage by Decay – None to slight
- Winter Design:
  - Outdoor Winter Design Dry-Bulb Temperature – -15°F (-26°C)
  - Indoor Winter Design Dry-Bulb Temperature: 70° F (21° C)
  - Coincident Wet Bulb: 56° F (13° C)
  - Heating temperature Difference: 85° F (29° C)
- Summer Design:
  - Outdoor Summer Design Dry-Bulb Temperature: 85° F (29° C)
  - Indoor Summer Design Dry-Bulb Temperature: 75° F (24° C)
  - Design Grains: Varies based on weather data Range: -35 to -55
  - Cooling Temperature Difference: 10° F (-12° C)
- Elevation: Varies Elevation by address can be found at:  
[https://elevation.maplogs.com/poi/routt\\_county\\_co\\_usa.12879.html](https://elevation.maplogs.com/poi/routt_county_co_usa.12879.html)
- Altitude Correction: Varies
  - 7,000' 0.77
  - 8,000' 0.75
  - 9,000' 0.72
  - 10,000' 0.69
  - 12,000' 0.63
- Latitude : 40° North
- Ice Shield Underlayment Required – Yes
- Flood Hazards – FIRM, February 4, 2005
- Air Freezing Index – Steamboat 2239
- Mean Annual Temperature – 40-45°F (4.5-7.2°C)
- Ground Snow Load Values are Governed by Routt County Regional Building Department based on geographic location. Please visit our home page and click on Ground Snow Load Values for site-specific information.

**Commented [TC10]:** Due to our Seismic Zone change within the City from a B to a D, we are allowing exceptions to this change to be made based on the Geotechnical Investigation and Soils Report. This states that if and when the Geo Technical Engineer determines the soils are a Class B material, then a Seismic Class B versus D may be used.

**Section R311.7.8 Handrails.** amended to read as follows adding exception:

Exception: A Handrail shall not be required if you have four total risers and the total vertical drop from top of treads, landing, or floor level is not greater than 30 inches measured vertically to the floor or grade below at any point within 36 inches horizontally to the edge of the open sides.

**Commented [TC11]:** New exception that aligns with code language in place for when guards are required along walking surfaces, decks, or floor levels to ensure safety from a fall, this handrail section did not match the guard section.

**Section R313 Automatic fire sprinkler systems,** is hereby deleted.

**Section R325.6 Item 3** is amended to read as follows:

3. The occupiable attic space is enclosed by the roof assembly above intersecting and connecting directly to the top of the floor-ceiling assembly on the story below with a maximum vertical height on the sides from the top of finished floor-ceiling assembly to top of finished roof deck to be no more than 20" tall.

**Section R408.3 Unvented Crawl Space** amended to read as follows adding item 2.5

2.5 Ventilation Equipment installed under 2.1 and 2.2 may operate intermittently for a minimum of 1-hour for every 24-hour period, if exhaust only system is installed in accordance with 2.1, or when a dedicated HRV/ERV fan is installed to serve only the crawl space area under section 2.2.

**Commented [TC12]:** We have added these options to provide air exchange or exhaust only ventilation to crawl spaces. Due to our excessively dry climate and lack of humidity, this option makes common sense to reduce the amount of power or electricity being used to ventilate the crawl space, yet provides an adequate amount of air movement on a daily basis to meet the intent of the code.

**Section R601.2 Requirements**, is amended to read as follows:

Wall construction shall be capable of accommodating all loads imposed according to Section 301 and of transmitting the resulting loads to the supporting structural elements. All tables and Applicability Limits in this chapter that use roof live load less than 50 psf or ground snow load of 70 psf or less are hereby unusable for design in this jurisdiction.

**Section R602.10.8.2 Connections to roof framing Item 1**, is amended to read as follows:

For SDC A, B and C and wind speeds less than 100 miles per hour (45 m/s), where the distance from the top of the rafters or roof trusses and perpendicular top plates is 15.25 inches (387mm) or less, the rafters or roof trusses shall be connected to the top plates of braced wall lines in accordance with Table 602.3(1) and with blocking in accordance with Figure R602.10.8.2(1). Blocking shall be attached to top plate per Table 602.3(1).

**Section R703.8.3 Lintels**, is amended to read as follows:

Masonry veneer shall not support any vertical load other than the dead load of the veneer above. Veneer above openings shall be supported on lintels of noncombustible materials. The lintels shall have a length of bearing not less than 4 inches (102mm). Steel lintels over openings or steel lintels that are less than 4 inches (102mm) above finished grade shall be coated with a rust-inhibitive paint, except for lintels made of corrosion resistance steel or steel treated with coating to provide corrosion resistance. Construction of openings shall comply with either Section R703.8.3.1 or 703.8.3.2.

**Section R801.2 Requirements**, is amended to read as follows:

Roof and ceiling construction shall be capable of accommodating all loads imposed according to Section 301 and of transmitting the resulting loads to the supporting structural elements. All Tables and Applicability Limits in this chapter that use roof live load less than 50 psf or ground snow load of 70 psf or less are hereby unusable for design in this jurisdiction.

**Section R1004.4 Unvented gas log heaters**, is hereby deleted.

**Chapter 11 Energy Efficiency** is hereby deleted and replaced with the following:

**N1101.1 Scope:**

This chapter governs the design and construction of buildings for energy efficiency.

**N1101.1.1 Criteria:**

Buildings shall be designed and constructed in accordance with the International Energy Conservation Code Residential requirements.

**Section G2406.2 (303.3) Prohibited locations. Exception 3**, is hereby deleted.

**Section G2406.2 (303.3) Prohibited locations. Exception 4**, is hereby deleted.

**Section G2406.2.1 (303.7) Liquid propane gas appliance in a pit or basement**

Liquefied petroleum gas-burning appliances shall not be installed in a pit, basement or similar location where heavier-than-air gas might collect, unless the following conditions are met:

1. A listed propane gas detector with alarm shall be installed. A listed solenoid gas valve shall be installed on the gas line that supplies all propane appliances located in the basement or pit. Upon detection of gas an alarm shall sound and the solenoid gas valve shall close.

**Commented [TC13]:** We have changed this section to save owners and contractors labor and materials cost of installing a exhaust fan system, however we are still ensuring safety by having the gas valve to be automatically closed upon detection of propane, and the alarm will sound as well.

**Section G2420.5.3 (409.5.3) Located at manifold**, is hereby deleted.

**Section G2433 (603) Log Lighters**, is hereby deleted.

**Section G2445.2 (621.2) Prohibited use**, is amended to read as follows:

Unvented room heaters are not to be installed in dwelling units.

**Section G2445.7 (621.7) Unvented decorative room heaters**, is hereby deleted.

**Section G2445.7.1 (621.7.1) Ventless firebox enclosures**, is hereby deleted.

**P2503.5.1 Rough Plumbing** amended to read as follows:

DWV systems shall be tested on completion of the rough piping installation by water or by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

**Section P2604.2 Water service installation** amended to read as follows:

Water service pipe and the building sewer shall be separated as required by policy established by the city. No exceptions.

**P2503.7 Water-supply system testing** amended to read as follows:

Upon completion of the water-supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

**Section P3011 Indirect/Special Waste**

**P3011 Neutralizing device required for corrosive wastes.**

Corrosive liquids, spent acids or other harmful chemicals that destroy or injure a drain, sewer, soil or waste pipe, or create noxious or toxic fumes or interfere with sewage treatment processes shall not be discharged into the plumbing system without being thoroughly diluted, neutralized or treated by passing through an approved dilution or neutralizing device. Such devices shall be automatically provided with a sufficient supply of diluting water or neutralizing medium so as to make the contents noninjurious before discharge into the drainage system. The nature of the corrosive or harmful waste and the method of its treatment or dilution shall be approved prior to installation.

**Section P3005.2.10 Cleanout access.** Exception Added to read as follows:

**Exception:**

1. Access shall not be required to One (1) Sanitary Test-Tee Cleanout per building where installed below grade and within the building envelope. The Clean-Out Plug must be installed in accordance with Section 3005.6 and permanently glued prior to backfilling.

**Chapter 34 General Requirements.**

**Section E3401.1 Applicability,** is National Electric Code currently adopted by State of Colorado.

**Chapter 44 REFERENCED STANDARDS, ICC 400-2012 Standard on the Design and Construction of Log Structures,** is hereby amended to read as follows:

Where the standard provides satisfactory information for construction of log structures, Section 305.4 Thermal mass effect of log walls shall be evaluated in

accordance with IECC Section R402.2.5 Mass walls or similar provisions in ICC 400-2007.

**SECTION AQ106 Energy Conservation** amended to add AQ106.1

**Commented [TC14]:** This is added to recognize Tiny Homes are to be built under the Energy Code just like residential homes.

AQ106.1 Tiny Homes constructed under Appendix Q shall follow Chapter 4 of the 2018 International Energy Conservation Code for Energy Code Compliance.

**C. International Existing Building Code – Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum life safety requirements for all existing buildings within the County that undergo alteration or a change in use, that certain code known as the International Existing Building Code, 2018 Edition, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Existing Building Code - Amendments.**

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**D. 2018 International Property Maintenance Code**

There is hereby adopted by the County, for the purpose of providing a just, equitable and practicable method ~~to require the repair, vacation, or demolition of, to be cumulative with and in addition to any other remedy available by law whereby buildings or structures in the city which, from any cause, endanger the life, limb, health, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished,~~ that certain code known as the 2018 International Property Maintenance Code. The adoption of this Code shall not prohibit the County from seeking remedies otherwise available by law or equity.

**Commented [TC15]:** The Building Department is recommending the adoption of the 2018 IPMC to replace the 1997 Uniform Code for the Abatement of Dangerous Buildings. This recommendation is based on staying consistent by solely adopting ICC Codes in which we receive training and certifications on to provide services and perform proper legal code enforcement work. This Code book is much more modern, it ties with all adopted Fire and Building Codes, and the Legal method of delivering NOV's, Notices, and Orders under is completely the same as all other ICC adopted Codes. This will cause less confusion for staff while still enforcing the same concerns that were covered in the 1997 Uniform Code for the Abatement of Dangerous Buildings. We have hereby requested to delete Chapters 3, 4, 5, 6, 7, 8, and Appendix A because these chapters specifically deal with routine property maintenance, rodents, weeds, cracked sidewalks, and other items that are viewed by some as cosmetic but not life threatening or structurally unsafe or deemed Dangerous to the welfare of the general public. Municipalities that adopt these Chapters typically have Rental Inspection Programs, or may be fighting extreme neighborhood blight conditions as well. Whereas Chapter 1 covers the items we have historically adopted the 1997 Uniform Code for the Abatement of Dangerous Buildings for, serious unsafe or structurally compromised structures. Chapter 2 is the Definitions of words used in Chapter 1.

By adopting this now, if the City in the future ever has problems in other areas related to Property Maintenance, they can choose to use certain chapters or sections if needed, and potentially consider adopting portion beyond what is recommended at this time to help address any new potential issues. This book is an excellent resource that is update on a 3-year basis to help communities deal with property maintenance or rental property inspections and issues if needed.

**International Property Maintenance Code Deletions:**

Chapters 3, 4, 5, 6, 7, 8, and Chapter Appendix A are hereby deleted .

**E. National Electrical Code - Adoption.**

There is hereby adopted by the County, for the purpose of regulating the installation and use of electric conductors and equipment within the County, that certain code known as the National Electric Code published by the National Fire Protection Association as adopted and amended by the State of Colorado. The State of Colorado adopts and amends the Code from time to time. The then-current edition that the State adopts as well as any and all amendments, is adopted by reference thereto the same as if set forth in length in this section.

**F. International Code Council Electrical Code, Administrative Provisions, Adoption.**

There is hereby adopted by the County, for the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of electrical systems and equipment within the County, that certain code known as the International Code Council Electrical Code, Administrative Provisions, 2018 Edition, published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Code Council Electrical Code, Administrative Provision – Amendments.**

**Section 301.1 Creation of enforcement agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. The building official shall appoint an electrical inspector to assist the building department in the administration and enforcement of this code. Building official shall be synonymous with code official in all other references in this code.

**Section 1201.1.1 Adoption**, is amended to read as follows:

Electrical systems and equipment shall be designed and constructed in accordance with the most current electrical code adopted by the State of Colorado Electrical Board.

**G. International Mechanical Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling the design, construction, installation, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances in the County, that certain code known as the International Mechanical Code, 2018 Edition; published by the International Code Council, Inc. The

Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Mechanical Code – Amendments.**

The International Mechanical Code, 2018 Edition, is subject to the following amendments:

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 903.3 Unvented gas log heaters**, is hereby deleted.

**H. International Energy Conservation Code – Adoption**

There is hereby adopted by the County for the purpose of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; the certain code known as the International Energy Conservation Code, 2018 Edition published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**Table R402.1.2 Insulation and Fenestration Requirements by Component** is amended to read as follows for Climate Zone 7 and 8.

FENESTRATION U-FACTOR <sup>b</sup>	SKYLIGHT <sup>b</sup> U-FACTOR	GLAZED FENESTRATION SHGC <sup>b, e</sup>	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE <sup>i</sup>	FLOOR R-VALUE	BASEMENT <sup>c</sup> WALL R-VALUE	SLAB <sup>d</sup> R-VALUE & DEPTH	CRAWL SPACE <sup>c</sup> WALL R-VALUE
0.30	0.55	NR	49	20+5 <sup>h</sup> or 22+3 <sup>h</sup> or 27+0	15/20	30 <sup>g</sup>	15/19	10,4ft.	15/19

**Footnote H** amended to read as follows:

The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, “20+5” means R-20 cavity insulation plus R-5 continuous insulation. Refer to section R402.2.7 for walls with partial structural sheathing and any reductions in continuous insulation

**Section R402.4.1.2** Testing is hereby deleted

**Commented [TC16]:** Todd will let BCC review and decide if they want to continue to delete this section, or require blower door testing like the City of SB.

**I. International Plumbing Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling design, construction, installation, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of any plumbing system within the County, that certain code known as the International Plumbing Code, 2018 Edition published by the International Code Council, Inc. The Code, and the whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Plumbing Code - Amendments and Deletions.**

The International Plumbing Code, 2018 Edition, is subject to the following amendments:

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 107.2 Required inspections and testing, Item 1**, is amended to read as follows:

1. Underground inspection shall be made in accordance with the specifications of the city and before any backfill is put in place. Underground inspections of the water service pipe and building sewer shall be performed by the jurisdiction.

**Section 312.1 Required tests** is amended to read as follows:

The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and he or she shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. Plumbing system piping shall be tested with either water or by air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.

**Section 312.3 Drainage and vent air test** is amended to read as follows:

An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (34.5 kPa) or sufficient to balance a 10-inch (254 mm) column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period

**Section 312.5 Water supply system test**, is amended to read as follows:

Upon completion of a section of or the entire water supply system, the system, or portion completed, shall be tested and proved tight under a water pressure not less than the working pressure of the system; or by an air test of not less than 50 psi (344 kPa). This pressure shall be held for not less than 15 minutes. The water utilized for tests shall be obtained from a potable source of supply. The required tests shall be performed in accordance with this section and Section 107.

**Exception:** The water service piping shall be tested as required by the jurisdiction.

**Section 312.6 Gravity sewer test**, is amended to read as follows:

Gravity sewer tests shall be made in accordance with the specifications of the jurisdiction.

**Section 603.2 Separation of water service and building sewer**, is amended to read as follows:

Water service pipe and the building sewer shall be separated as required by policy established by the Jurisdiction.

**605.3 Water service piping.** The first sentence of the paragraph is amended to read:

Water service piping shall conform to the specification of the jurisdiction.

**Section 708.1.10 Cleanout Access. Exception added to read as follows.**

**Exception:**

1. Access shall not be required to One (1) Sanitary Test-Tee Cleanout per building where installed below grade and within the building envelope. The Clean-Out Plug must be installed in accordance with Section 3005.6 and permanently glued prior to backfilling.

**J. International Fuel Gas Code – Adoption.**

There is hereby adopted by the County, for the purpose of regulating and controlling the installation of fuel-gas piping systems, fuel-gas utilization equipment and related accessories within the County, that certain code known as the International Fuel Gas Code, 2018 Edition published by the International Code Council, Inc. The Code, and the

whole thereof, but with the amendments and deletions set forth below, is adopted by reference thereto the same as if set forth in length in this section.

**International Fuel Gas Code - Amendments and Deletions.**

The International Fuel Gas Code, 2018 Edition, is subject to the following amendments and deletions:

**Section 103.1 Creation of Enforcement Agency**, is amended to read as follows:

The Building Department is hereby created and the official in charge shall be known as the building official. Building official shall be synonymous with code official in all other references in this code.

**Section 303.3 Prohibited locations, Exception 3**, is hereby deleted.

**Section 303.3 Prohibited locations, Exception 4**, is hereby deleted.

**Section 303.8 Liquid propane gas appliance in a pit or basement**, is added to read as follows:

Liquefied petroleum gas-burning appliances shall not be installed in a pit, basement or similar location where heavier-than-air gas might collect, unless the following conditions are met:

1. A listed propane gas detector with alarm shall be installed A listed solenoid gas valve shall be installed on the gas line that supplies all propane appliances located in the basement or pit. Upon detection of gas an alarm shall sound and the solenoid gas valve shall close

**Section 409.5.3 Located at manifold**, is hereby deleted.

**Section 603 Log Lighters**, is hereby deleted.

**Section 621.2 Prohibited use**, is amended to read as follows:

Unvented room heaters are not to be installed in dwelling units.

**Section 621.7 Unvented decorative room heaters**, is hereby deleted.

**Section 621.7.1 Ventless firebox enclosures**, is hereby deleted.

2. **No Repeal of Resolution Number 91-032.** Nothing contained in this resolution is intended to or shall be construed as a repeal of the Routt County Air Pollution Control Resolution, County Resolution Number 91-032.

3. **Effective Date.** This resolution shall be effective January 1<sup>st</sup>, 2021.

UPON MOTION duly made, seconded and passed this **Day-Month-Year**.

**BY THE BOARD OF COUNTY COMMISSIONERS OF ROUTT COUNTY, STATE OF COLORADO.**

\_\_\_\_\_  
Timothy V. Corrigan, Chair

Vote: Douglas B. Monger (yes) (no) (abstain) (absent)  
M. Elizabeth Melton (yes) (no) (abstain) (absent)  
Timothy V. Corrigan (yes) (no) (abstain) (absent)

ATTEST:

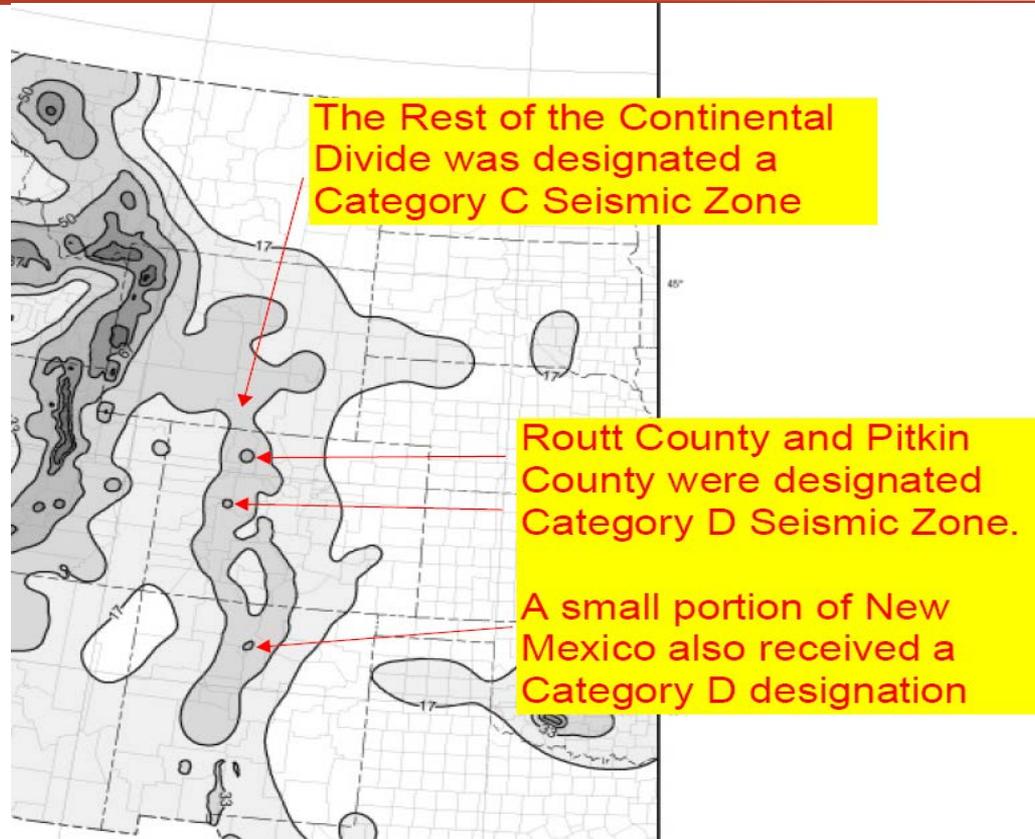
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Kim Bonner, Clerk and Recorder



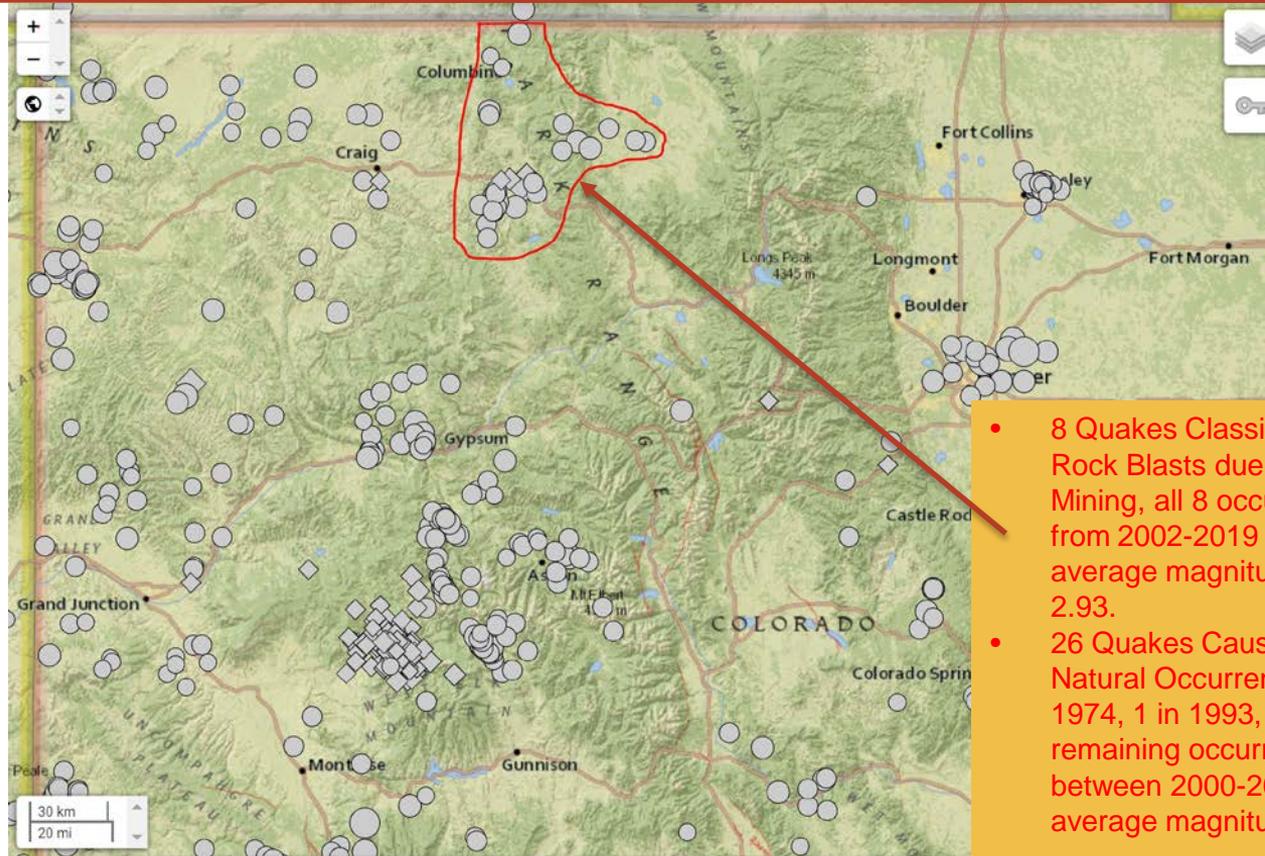
# 2018 ICC BUILDING CODE ADOPTION SEISMIC CATEGORY CHANGE

Routt County Regional  
Building Department

# SEISMIC CATEGORY DISCUSSION ON THE NEW 2018 ICC SEISMIC DESIGN CATEGORY MAP UPDATES

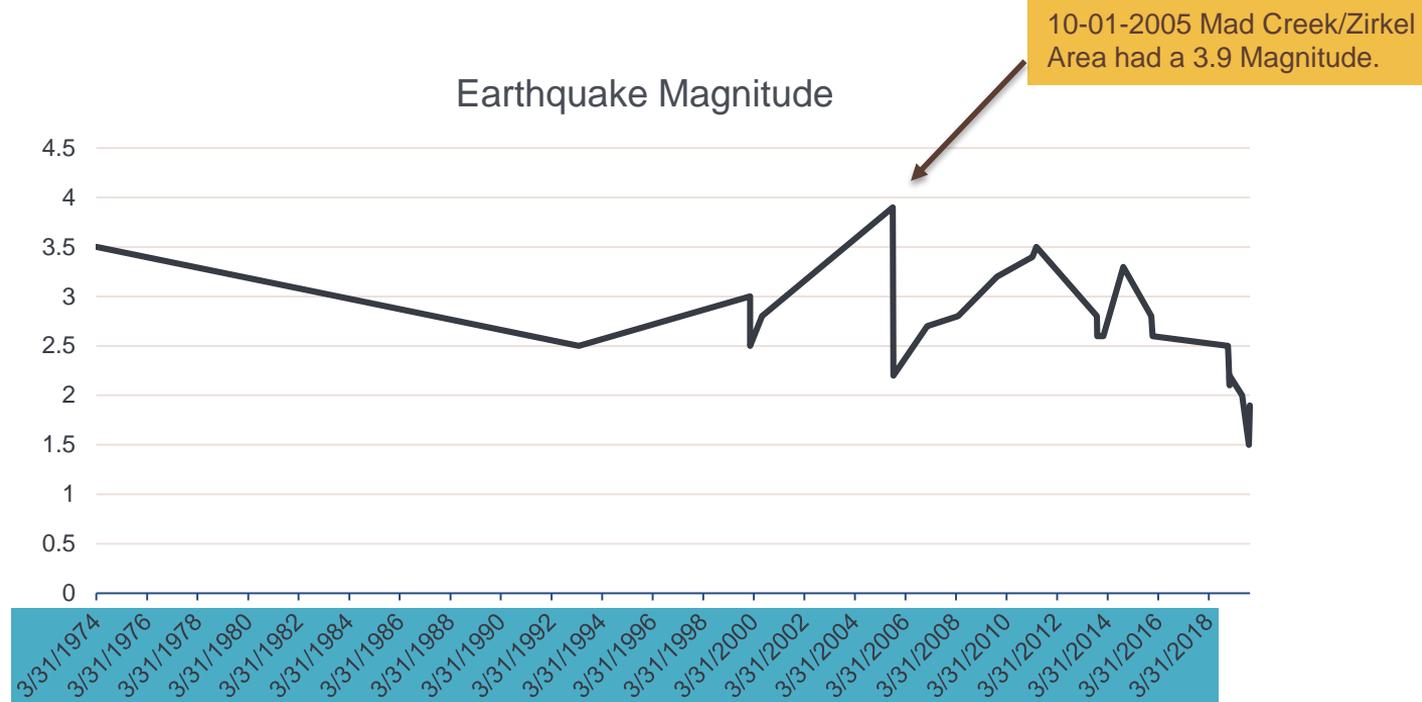


# EARTHQUAKE HISTORY FOR ROUTT COUNTY SINCE 1900 TO PRESENT DAY



- 8 Quakes Classified as Rock Blasts due to Mining, all 8 occurred from 2002-2019 with average magnitude of 2.93.
- 26 Quakes Caused by Natural Occurrences, 1 in 1974, 1 in 1993, and the remaining occurred between 2000-2019 with average magnitude of 2.7.

# EARTHQUAKE DATA 1900 TO PRESENT DAY



Facts: 7 Quakes  $\Rightarrow$  3.0 Magnitude, 6 between 2000 and Present and 1 in 1974

# EARTHQUAKE DATA: 26 TOTAL QUAKES

## “AREA – DATE - MAGNITUDE - DEPTH”

Area Number	Date	Magnitude	Depth (KM)
Columbine	11/3/2019	1.5	5
Columbine	11/17/2019	1.9	5
Mad Creek/Zirkel	7/26/2019	2	3.6
Southwest	1/25/2019	2.1	5
Southwest	1/28/2019	2.2	5
Mad Creek/Zirkel	10/10/2005	2.2	5
Southwest	1/4/2019	2.5	5
Mad Creek/Zirkel	2/9/2000	2.5	5
NW Elk Mountain	4/29/1993	2.5	5
Southwest	1/28/2014	2.6	5
Southwest	1/31/2014	2.6	5
Southwest	1/10/2016	2.6	3.3
Southwest	10/31/2013	2.6	1
Southwest	1/7/2014	2.6	3.1
Southwest	2/8/2007	2.7	5
Southwest	4/30/2008	2.8	5
Southwest	7/30/2000	2.8	5
Southwest	12/22/2015	2.8	1.3
Southwest	10/27/2013	2.8	1
Mad Creek/Zirkel	2/7/2000	3	5
Columbine	11/15/2009	3.2	5
Columbine	11/15/2014	3.3	2.7
Southwest	4/10/2011	3.4	5
Southwest	6/6/2011	3.5	5
NW Elk Mountain	3/31/1974	3.5	5
Mad Creek/Zirkel	10/1/2005	3.9	5
		Average 2.7	

# EARTHQUAKE INFORMATION AND FACTS

- Over 900,000 Earthquakes happen throughout the United States per year that are 2.5 Magnitude or Less and never felt by humans.  
**Note: Routt County Average Magnitude is 2.7 out of 26 Earthquakes**
- Buildings and Infrastructure generally do not suffer damage from earthquakes below a 4.5 Magnitude.
- 5.5 to 6.0 will cause slight damage to buildings in populated areas
- 6.1 to 6.9 Magnitude Quakes can cause a lot of damage in populated areas.
- 7.0 to 7.9 Major Damage
- 8.0 and Greater can destroy Communities near the epicenter.
- 5 Largest Quakes in U.S. History: Alaska, California, and South Carolina have had the 5 largest earthquakes recorded in the United States. The lowest was 6.4 Magnitude in California in 1933, the highest was 9.2 in Alaska in 1964.

# WHAT CAUSED ROUTT COUNTY SEISMIC CATEGORY CHANGE?

- **Incorporating New Earthquake Data from 2000 to Present Day into the 2014 Hazard Maps has increased our Seismic Category Rating compared to previous Hazard Maps.**
- **Updated Earthquake Catalog based on data provided in the last 20-years**
- **New Tectonic and Seismicity-Based Zonations**
- **Introduction of using the most Critical Site Coefficients into the formulas and data. (Conservative Approach). Both for Soils Site Class and Ground Motion Models.**
- **Alternative Smoothing Algorithms**
- **CEUS-SSC (Central and Eastern United States Seismic source Characterization for Nuclear Facilities) Report that took 3 ½ years of collaboration of approximately 35 experts.**
- **In Previous 2008 USGS NSHMP maps, CEUS Ground Motion Models were used up to a 1000 km distance whereas 500 km distance is used in 2014 Calculations.**
- **2008 to 2014 Ground Motion Models are provided on the next page to display the differences and factors that went into the 2014 GMM's. Seven total reports were used in 2008 whereas Nine reports were used in 2014 and weighted differently in the total calculation.**

# WHAT CAUSED ROUTT COUNTY SEISMIC CATEGORY CHANGE?

**Table 12.** Central and Eastern United States ground motion models and weights in the 2008 hazard maps.

[GMM, ground motion model; GridSrc, background-gridded sources; RLME, regional large-magnitude earthquake]

	2008 GMM	Abbreviation	Type	Weight	
				RLME	GridSrc
1.	Frankel and others (1996)	F96	Single corner–point source	0.1	0.125
2.	Toro and others (1997), Toro (2002)	T02	Single corner–finite fault	0.2	0.25
3.	Silva and others (2002)	S02	Single corner–finite fault	0.1	0.125
4.	Atkinson and Boore (2006)				
	• 140 bar stress drop	AB06	Dynamic corner	0.1	0.125
	• 200 bar stress drop			0.1	0.125
5.	Campbell (2003)	C03	Hybrid	0.1	0.125
6.	Tavakoli and Pezeshk (2005)	TP05	Hybrid	0.1	0.125
7.	Somerville and others (2001)	S01	Full-waveform simulation	0.2	0

# WHAT CAUSED ROUTT COUNTY SEISMIC CATEGORY CHANGE?

**Table 13.** Central and Eastern United States ground motion models and weights in the 2014 hazard maps.

[GMM, ground motion model; GS, geometric spreading; km, kilometers; NA, not applicable; RLME, regional large-magnitude earthquake; >, greater than]

2014 GMM	Abbreviation	Type	Kappa* (hard to firm rock)	GS	Weight**		
					RLME	GridSrc	>500 km
1. Frankel and others (1996)	F96	Single corner	0.01	R <sup>-1</sup>	0.06	0.06	0.16
2. Toro and others (1997), Toro (2002)	T02	Single corner	0.01	R <sup>-1</sup>	0.11	0.13	0
3. Silva and others (2002)	S02	Single corner	0.01	R <sup>-1</sup>	0.06	0.06	0
4. Campbell (2003)	C03	Hybrid	0.01	R <sup>-1</sup>	0.11	0.13	0.17
5. Tavakoli and Pezeshk (2005)	TP05	Hybrid	0.01	R <sup>-1</sup>	0.11	0.13	0.17
6. Atkinson and Boore (2006')	AB06'	Dynamic corner	0.02	R <sup>-1.3</sup>	0.22	0.25	0.3
7. Pezeshk and others (2011)	P11	Hybrid	0.02	R <sup>-1.3</sup>	0.15	0.16	0.2
8. Atkinson (2008')	A08'	Reference Empirical	0.02	NA	0.08	0.08	0
9. Somerville and others (2001)	S01	Full waveform	0.01	NA	0.10	0	0

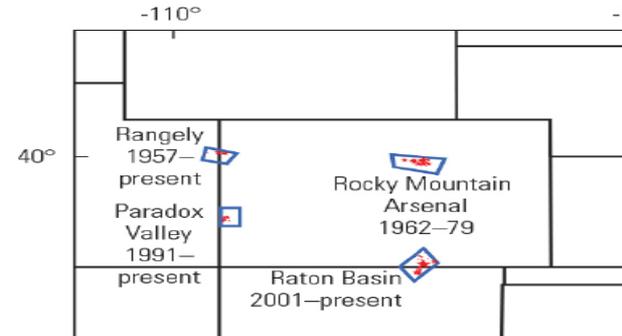
New Reports

\* Hard rock and firm rock, respectively, refer to  $V_{S30}$  greater than about 1500 and about 760 meters per second

\*\* Rounded to two decimal places

# OTHER CONTRIBUTING FACTORS IN SEISMIC CATEGORY CHANGE?

- More than 300 earthquakes in CEUS with magnitude > 3 occurred from 2010 through 2012 compared with an average rate of 21 earthquakes per year observed from 1967 to 2000 across the CEUS. Some of these reported Earthquakes are due to more observations equipment locations being added.
- Routt County seen 2 earthquakes > 3 magnitude during 2010-2012, then one more in 2014, by having these 3 earthquakes larger than 2.7 attributed to our Category D change compared to most of Routt County and other Mountain Regions being a Category C.
- Some CEUS quakes may be related to industrial fluid processes such as hydrocarbon production or wastewater disposal, previously earthquakes assumed to be related to this phenomenon were removed from data and maps.
- Rocky Mountain Arsenal and Rangely are examples of areas described above or potentially induced seismicity in CEUS.



# CONSTRUCTION COST INCREASES FOR CATEGORY D SEISMIC RATING VS C RATING

- **Residential Code Sections below would be required under Seismic Category D**
  - Sections R301.2.2 Through R301.2.2.10 would be required for both Townhomes and all Single Family Homes.
  - Definition of Townhome: ( Three or More Single Family Homes Connected)
  - Note: Duplexes or Two-Family Homes are not considered Townhomes.
- **Residential Code Sections below would be required under Seismic Category C**
  - Single Family Homes if viewed as Seismic Category C would be completely exempt from Sections R301.2.2 through R301.2.2.10.
  - Townhomes if viewed as Seismic Category C would still be subject to Sections R301.2.2 Through R301.2.2.10.
  - Note: Our local Amendment would allow a Structural Engineer to review the Soils Site Class and determine if the home could be built under a Seismic Category B design.
- **Financial Cost Increases:** Cost increases would exist in both Professional Design Fees, Materials, and Labor if all Residential Homes were under a Seismic Category D.

# CONSTRUCTION COST INCREASES FOR CATEGORY D SEISMIC RATING VS C RATING

## **Commercial Construction Financial Impacts with a Category D**

- Increases and impacts to Professional Design Fees
- Increases and impacts to Construction cost of labor and materials for projects.
- Note: Our local Amendment would allow a Structural Engineer to review the Soils Site Class and determine if the Building could be designed and built under a lesser Seismic Category.

## **Commercial Construction Financial Impacts with a Category C**

- Commercial Construction Cost will also increase even with the change from a Category B to a Category C, there will be impacts however not nearly as severe as Category D.

# CONCLUSION OPTION 1

- Accept Seismic Category C Design to replace our current Category B rating for the 2018 Building Code Adoption within Routt County and the City of Steamboat Springs, and pause on adopting the Seismic Category D rating.
  - ❖ Commercial Buildings Classified as a Risk Factor IV would not be exempt from Seismic Category D.
- Inform the Public now that the City of Steamboat Springs and Routt County intend to adopt and accept the Seismic Category D rating on January 1<sup>st</sup>, 2024 during our next code adoption of the 2021 ICC Codes.
  - ❖ Exception: Unless the ICC Codes and Seismic maps were to reduce the Seismic Category D or new information and facts were to be presented concluding a Category C designation could remain.
  - ❖ The City of Steamboat Springs and Routt County encourages the Public to design and build accordance with the current 2018 ICC Seismic Category D when designated for the specific site.
- This approach would eliminate any immediate financial impacts that were unforeseen and avoid design changes on projects underway or in preliminary phase of design work.
- Would provide adequate time to provide public outreach and education on the Seismic Category D change allowing ample time for Professionals in terms of design work.

## CONCLUSION OPTION 2

- Accept the Seismic Category D Designation in per the published maps with the adoption of the 2018 ICC Building Codes.
- Our Proposed Local Amendment below would allow the Structural Engineer of Record to lower the Seismic Category Designation based upon the Soils Site Class per the Geotechnical Report.
- Local Amendment: Seismic Design Category C & D: When approved by the Structural Engineer of Record through review of the Geotechnical Soils Report and Soils Site Class, the Seismic Category may be reduced by the Engineer of Record based on the known Soils Site Class and in accordance with ASCE-7 or Chapter 16 of the IBC.