

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily Agenda August 26, 2020

Times listed on the agenda are approximations and may be longer or shorter, or being 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 the item.

Please click the link below to join the webinar:

[https://us02web.zoom.us/j/85106670945?
pwd=UXZZSGx1O01Mc0s2cklGVk13Qld5UT09](https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1O01Mc0s2cklGVk13Qld5UT09)

Password: 522

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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 County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

- 1. 9:30 A.M. CALL TO ORDER**
- 2. 9:30 A.M. COMMISSIONERS' DAILY 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.

The Routt County Board of County Commissioners may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

3. 11:30 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. 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.

4. 11:30 A.M. YAMPA VALLEY REGIONAL AIRPORT

Kevin Booth, Director

CRAIG REGIONAL SOLAR UTILITY PLANNING PROJECT IGA AND RC MATCH PAYMENT

Consideration for approval and authorization for the Chair to sign the Intergovernmental Agreement between the City of Craig and Routt County for the Craig Regional Solar Utility Planning Project and to authorize payment of \$5,000 to the City of Craig as Routt County's allocated share of match money for the DOLA grant to conduct the Yampa Valley Regional Solar Utility Planning Project.

Documents:

[BCC AGENDA FORM CRAIG REGIONAL UTILITY PLANNING PROJECT IGA AND RC MATCH PAYMENT 22 AUG 20.PDF](#)
[IGA FINAL - AIRPORT UPDATE AS OF 20 AUG 2020 - FILLABLE.PDF](#)

CARES ACT RENT ABATEMENT PROGRAM AMENDMENT

Consideration for approval and authorization for the YVRA Director to use CARES Act funds to underwrite a rent abatement program for airport tenants during the 2020-2021 winter flight season.

Documents:

[BCC AGENDA FORM CARES ACT ABATEMENT UPDATE 22 AUG 20.PDF](#)
[CARES ACT FUNDING FOR AIRPORT TENANT RENT AND MAG ABATEMENT AS OF 4 MAY 20 FINAL.PDF](#)

5. 12:00 P.M. MEETING ADJOURNED

Please click the link below to join the webinar:

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

Password: 522

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8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 0667 0945

Password: 522

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ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE:, 2020	ITEM TIME:
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FROM:	Kevin Booth
TODAY'S DATE:	August 22, 2020
AGENDA TITLE:	Craig Regional Solar Utility Planning Project IGA and RC Match Payment

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

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the Chair to sign the Intergovernmental Agreement between the City of Craig and Routt County for the Craig Regional Solar Utility Planning Project and to authorize payment of \$5,000 to the City of Craig as Routt County's allocated share of match money for the DOLA grant to conduct the Yampa Valley Regional Solar Utility Planning Project.

II. RECOMMENDED ACTION:

Approval and authorization for the Chair to sign the Intergovernmental Agreement between the City of Craig and Routt County for the Craig Regional Solar Utility Planning Project and to authorize payment of \$5,000 to the City of Craig as Routt County's allocated share of match money for the DOLA grant to conduct the Yampa Valley Regional Solar Utility Planning Project.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: NA

PROPOSED EXPENDITURE: \$5,000

FUNDING SOURCE: Routt County General Fund

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

None expected

V. BACKGROUND INFORMATION:

DOLA mandated regional partnerships to approve grants supporting solar projects in Routt and Moffat Counties. This led to two (2) solar projects; the first being this Yampa Valley Regional Solar Utility Planning Project which is a single-site/facility in Craig; the chosen site is adjacent to the YVEA facility in Craig and negotiations with the land owner are ongoing. The second solar project is the multi-site/facility project in Steamboat, Hayden, Oak Creek and Yampa; this project includes the solar project at YVRA and we've added traditional generator back-up power to the scope of the project. IGA and invoice for match funding attached.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

VI. LEGAL ISSUES:

None anticipated

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None anticipated

VIII. SUMMARY AND OTHER OPTIONS:

NA



INTERGOVERNMENTAL AGREEMENT BETWEEN
the City of Craig (Fiscal Agent) and named Yampa Valley Jurisdictions (Partners)
FOR THE CRAIG REGIONAL SOLAR UTILITY PLANNING PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between the City of Craig, (the “City”), acting as the fiscal agent for the grant and Moffat County, City of Steamboat Springs, Town of Hayden, Town of Yampa, Routt County/Yampa Valley Regional Airport known as the Regional Solar Utility Planning Partners (the "Partners").

BACKGROUND

WHEREAS, the City applied for and received a grant from the State of Colorado Department of Local Affairs (“DOLA”) to conduct the Yampa Valley Regional Solar Utility Planning Project (the “Grant”), which consists of hiring a contractor to conduct a feasibility study within the regional solar utility project area in order to generate revenues, offset power consumption and/or provide for electric supply resiliency for the City and each of the Partners and ultimately to offset the economic effects of imminent closure of coal-based industry in the Yampa Valley (the “Solar Field Project”); and

WHEREAS, the City applied for the grant, together with letters of support and participation from the Partners, which satisfied the criteria of DOLA that a grant request of this assistance would be a regional project that included the future needs of the Partners made up of similarly situated communities and governmental interests in the Yampa Valley region; and

WHEREAS, the Grant was awarded in the amount of up to \$200,000 consisting of 75% of the total project, together with a 25% match of up to \$66,667 from the City of Craig and the Partners for a total project amount of up to \$266,667; and

WHEREAS, the mission and purpose of the Grant is to hire a qualified and experienced contractor to determine the feasibility of a utility size solar field project, which will require a determination of the consumption and future needs of each of the Partners to determine the scope and size of a potential project, determine options based on projected costs of particular design possibilities, determine marketing options for the electricity, determine financial costs of construction of a solar field, determine financing options including public financing, public/private partnerships and overall feasibility of the project ; and

WHEREAS, the City and each of the Partners desire to cooperate in jointly funding and obtaining the feasibility study as set forth above; and

WHEREAS, the feasibility study and ultimately the Solar Field Project benefits the citizens of the City and the citizens of each of the Partner public entities.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereto agree as follows:

I. CITY OF CRAIG AS THE FISCAL AGENCY

1. The City will continue in its role as the lead agency during the feasibility study phase of the Project. The City will conduct a formal bid process to obtain a qualified contractor for the Project. This will involve preparing a scope of services and an RFP bid package in coordination with the Partners.
2. The City, in coordination with the Partners and acting by its City Council, will accept a qualified proposal after the opening of an evaluation of all proposals by the City Manager, who will make a recommendation to the Partners and the City Council for acceptance.
3. Partners who request notification will receive updates and information including copies of the proposals, as well as the recommendation of the City Manager prior to presentation of the recommendation to the City Council for Craig. No Partner will be required to approve the recommendation for the process to move to award of bid.

II. FINANCIAL CONTRIBUTIONS OF THE MATCH MONEY

1. The maximum amount of the match money to be paid by the City of Craig and the Partners is \$66,667, which will be shared between all the parties of this Agreement. The allocation for each of the entities currently is as follows:

City of Craig: \$20,000

City of Steamboat Springs: \$5,000

Routt County / Yampa Valley Regional Airport: \$5,000

Moffat County: \$10,000

Town of Hayden: \$2,000

Town of Yampa: \$1,000

2. Such monies will be paid to the City of Craig, who will disburse the funds to the contractor as required. Any funds remaining after paying all obligations under the grant and contract with the contractor, will be refunded to the Partners on a pro rata basis.

III. GENERAL TERMS

1. Faith and Credit. Neither Party shall extend the faith or credit of the other to any third person or entity. This Agreement is not and shall not be construed to be a joint venture between the City and the Partners.

2. Amendments and Exhibits. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
3. Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or City. Such notice shall be deemed to have been given when deposited in the United States mail. The parties anticipate communicating about ongoing issues by email.

CONTACT LIST:

City of Craig
Attn: Peter Brixius
300 W. 4th Street
Craig, CO 81625
(970) 826-2023
pbrixius@ci.craig.co.us

City of Steamboat Springs
Attn: Winnie DelliQuadri
137 10th Street
Steamboat Springs, CO 80477
(970) 871-8257
wdelliquadri@steamboatsprings.net

Moffat County
Attn: Ray Beck / Jeff Comstock
221 W. Victory Way, Ste 130
Craig, CO 81625
(970) 826-3400
jcomstock@moffatcounty.net
rbeck@moffatcounty.net

Routt County / YVRA
Attn: Elizabeth Melton / Kevin Booth
P.O. Box 773598
Steamboat Springs, CO 80477
(970) 879-0108 Ext. 311
(970) 276-5004
bmelton@steamboatsprings.net
kbooth@co.routt.co.us

Town of Hayden
Attn: Mathew Mendisco
P.O. Box 190
Hayden, CO 81639
(970) 276-3741
mathew.mendisco@haydencolorado.org

Town of Yampa
Attn: Robert A. Symons
P.O. Box 224
Yampa, CO 80483
(970) 638-4511
rray@townofyampa.com

1. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Moffat, State of Colorado.
2. Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party as the source of the language in question.

3. No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically stated in this Agreement.
4. No Third-Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the District receiving services or benefits under this Agreement shall be only an incidental beneficiary.
5. Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached hereto.
6. Waiver. No waiver by any Party of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
7. Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
8. Unconstitutionality. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
9. Governmental Immunity. The Parties hereto understand and agree that the Parties, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations 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 the Parties their officers, or their employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF CRAIG

By: _____ Date: _____

Peter Brixius, City Manager

REGIONAL PARTNER

By: _____ Date: _____

Title: _____

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE:, 2020	ITEM TIME:
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FROM:	Kevin Booth
TODAY'S DATE:	August 22, 2020
AGENDA TITLE:	CARES Act Rent Abatement Program Amendment

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

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the YVRA Director to use CARES Act funds to underwrite an amended rent abatement program for airport tenants during the 2020-2021 winter flight season. The FAA allows airports to grant tenant rent and fee abatement and use CARES Act funds fund airport operating expenses. YVRA previously proposed and BCC approved a system of proportional abatements linked to either enplanements (most tenants, to include airlines) or aircraft operations (FBO). The existing off-season abatement program has worked well; invoices were delayed to allow the use of actual enplanements and operations in determining abated rental payments. This delayed invoice program will not work for the airlines who pay their annual rent in the four months winter flight season. We've now received and incorporated winter flight schedule information into our winter load factor (LF) assumptions (50%). Current average tenant rent abatement estimate is between 25-31%; estimated total rent abatement is \$340K. This amendment changes the abatement system to use current schedules and LF assumptions to generate monthly invoices to all tenants with abatements included; a rent true-up for all tenants will be completed at the end of the airline's flight season year (NLT 31 Oct) in conjunction with the annual rates and charges publication.

II. RECOMMENDED ACTION:

Approval and authorization for the YVRA Director to use CARES Act funds to underwrite a rent abatement program for airport tenants during the 2020-2021 winter flight season.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: (\$340,000) – abated rent estimate

PROPOSED EXPENDITURE: \$340,000 – O&M costs not paid for with tenant rent

FUNDING SOURCE: FAA CARES Act O&M Funding

\$15,506,472 in FAA CARES Act Operations & Maintenance (O&M) funds are available.

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

None expected

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V. BACKGROUND INFORMATION:

To date the only tenants who have signed abatement agreements are Atlantic Aviation (FBO) and Storm Mountain Express (shuttle bus signed 19 Aug). The FBO abatements were validated/granted for Apr & May 2020; FBO operations have exceeded the threshold for abatements in Jun & Jul and abatements were discontinued.

VI. LEGAL ISSUES:

None expected if we follow FAA guidelines and make the offer available to all impacted airport tenants.

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None anticipated

VIII. SUMMARY AND OTHER OPTIONS:

NA

CARES Act Funding for Airport Tenant Rent/MAG Abatement

Background:

- On 14 Apr 20 Secretary Chao's stated CARES Act funds were available to keep airports operating reliably/safely, keep airport workers employed, and keep airport credit ratings stable
 - "FAA encourages sponsors to spend the funds expeditiously"
- YVRA requested and FAA programmed \$15.5M in O&M funds to offset YVRA's revenue losses due to COVID-19; these funds are programmed for our use over the next four (4) years
- CARES Act Funding for O&M expenses do not come with the normal FAA grant assurance requirements; limited/minimal documentation will be submitted via the standard FAA RFR process and subject to audits
- Per the FAA's recently published CARES Act FAQs "An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used."
- On 4 Apr 20 the FAA published a CARES Act guidance document that states; "**Rent abatement / minimum annual guarantee:** A decision to abate rent (including "minimum annual guarantees" and also encompassing fees) is a local decision. Rent abatement should be tied to the changed circumstances caused by the public health emergency, and done in accordance with Grant Assurances 22 and 24, as well as related statutes. Where abatement results in shifting costs between various classes of airport tenants and users, the airport sponsor is encouraged to consult with all affected parties and implement a consensus approach if possible."
 - **Grant Assurance 22** focuses on Economic Nondiscrimination which is about being fair and equitable to our business partners; "...will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform."
 - **Grant Assurance 24** is about maintaining a fee structure to make the airport self-sustaining; "...maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection."
- Enplanement assumptions for this proposal: zero Apr-Jun; 50% of budgeted Jul-Nov and budgeted in Dec

Which tenants asked for abatements to date and what was their ask?

- United Airlines inquired about abatements in March and never made a formal request:
 - No other airline has made an abatement request, however I have a conference call with all partner airlines on Wed 13 May to discuss CARES Act fund use
 - All five airlines have paid all of their annual rent for 2020; only United continues to pay fees (landing, security, PFCs) outside of the Dec-Mar ski season months
- Hertz requested rent & MAG abatement, and free/unlimited overflow parking
- Avis-Budget instituted reduced rent and MAG with a notification letter vs. a request
- Atlantic Aviation FBO initially requested rent abatement for Apr & May on 8 Apr; on 27 Apr they amended their request for rent abatement for all of CY 2020

Who pays rent year-round and who doesn't?

- Rental cars, shuttle buses, ski kiosk, & FBO pay monthly rent/lease payments year-round
- Airlines and ground handlers pay their annual rent in four monthly payments/installments in Dec-Mar; all are paid up through Nov 30, 2020
- Vending machine vendor and Steamboat Pilot & Today don't pay any rent

Proposed abatement plan - rent:

- Two categories of rent paying tenants:
 - Enplanement-driven; airlines, ground handlers, rental cars, shuttle buses & ski kiosk
 - Aircraft operations-driven; FBO - includes both commercial and general aviation (GA)
- Enplanement-driven rent abatement only applies to tenants who operate and pay rent year-round:
 - $(\text{Budgeted monthly rent}) - (((\text{budgeted monthly enplanements} \div \text{annual budgeted enplanements}) \times (\text{budgeted annual rent})) \times ((\text{budgeted monthly enplanements} - \text{actual monthly enplanements}) \div (\text{budgeted monthly enplanements}))) = \text{abated monthly rent}$
 - Total estimated CY20 CARES Act rent subsidies = **\$ 26,511**
- Aircraft operations-driven rent abatement model; numbers/calculations are all monthly:
 - $(\text{Budgeted monthly rent}) - (((\text{budgeted monthly aircraft ops} \div \text{budgeted annual aircraft ops}) \times (\text{budgeted annual rent})) \times ((\text{budgeted monthly aircraft ops} - \text{actual monthly aircraft ops}) \div (\text{budgeted monthly aircraft ops}))) = \text{abated monthly rent}$
 - Total estimated CY20 CARES Act rent subsidy = **\$41,394**

Proposed abatement plan – Minimum Annual Guarantee (MAG):

- Two categories of tenants:
 - No-MAG tenants: ground handlers, shuttle buses, vending machines, and FBO
 - MAG tenants: airlines (landing fees only), Hertz, Avis-Budget, Steamboat Pilot & Today (SP&T); terminal advertising)
- No-MAG tenants; no action required/warranted
- MAG tenants:
 - Airlines; if any airline's actual landing fees are less than budgeted, by contract YVRA can charge each airline up to their budgeted amount of landing fees:
 - Proposal is to waive this contract option and charge the airlines for actual landings only
 - Total estimated CY20 CARES Act landing fee subsidies = **\$ 53,872**
 - Airlines; security fees will be assessed based on actual enplanements and any increase in end of year per passenger security fee will be offset by CARES Act funds
 - Total estimated CY20 CARES Act security fee subsidies = **\$ 45,965**
 - Hertz, Avis-Budget and SP&T MAG abatement:
 - $(\text{Actual monthly enplanements} \div \text{budgeted monthly enplanements}) \times \text{MAG} = \text{abated monthly MAG}$; rental cars will pay the abated monthly MAG or 10% of gross, whichever is greater
 - Total estimated CY20 CARES Act MAG subsidies = **\$ 200,889**
- **Total projected rent, MAG and fee reductions = \$386,631**

Additional Notes:

- Rent and MAG payments to be shifted from current 1st of the month payments to two months in arrears to allow for the required actuals reporting needed to make the adjusted payments
- Abatements will cease when enplanements/aircraft operations reach 85% of budgeted levels per existing contract agreements
- Abatements not offered to tenants who do not have any planned/budgeted revenues from Apr-Nov 2020
- In a normal year rental car companies pay a monthly MAG plus whatever portion of their 10% of monthly gross exceeds the monthly MAG. This generally means total monthly payments exceeding MAG Dec-Mar and MAG payments only in Apr-Nov. At the end of the year we "true-up" to determine if 10% of annual gross exceeds or lags annual MAG; it typically lags annual MAG. For the 2018-2019 season YVRA repaid Avis-Budget and Hertz \$96,141.22 and \$45,883.05 respectively upon end of year MAG/10% of gross true-up; this initiative will reduce those true-up payments for the 2019-2020 season.