

# ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan  
District I

Douglas B. Monger  
District II

M. Elizabeth Melton  
District III

## Commissioners' Daily COVID-19 Agenda July 2, 2020

Times listed on the agenda are approximations and may be longer or shorter 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=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09>

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*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. **PUBLIC WORKS**  
Public Works Director, Ray Dubois

### **REVOCABLE LICENSE AGREEMENT**

Consideration for approval of and authorization for the Chair to sign the Revocable License Agreement for construction of a secondary seasonal access from County Road 18 to agricultural land.

**Documents:**

- 3. 9:45 A.M. WEEKLY UPDATE FROM EMERGENCY OPERATIONS DIRECTOR**  
David DeMorat, County Emergency Operations Director, will give a weekly update on the COVID-19 crisis to the Board of Commissioners.

- 4. 10:15 A.M. COVID-19 WORK SESSION**

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

- 5. 12:00 P.M. MEETING ADJOURNED**

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

<b>ITEM DATE: 7/02/2020</b>	<b>ITEM TIME: 10:30 AM</b>
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<b>FROM:</b>	<b>ROAD &amp; BRIDGE</b>
<b>TODAY'S DATE:</b>	5/29/2020
<b>AGENDA TITLE:</b>	Consideration of Approval of Revocable License Agreement for the construction of secondary access from CR18 for agricultural purposes.

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

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

A private property owner would create a secondary seasonal access connecting to County Road 18 for haying equipment.

**II. RECOMMENDED ACTION:**

Approval of and Authorization for Commissioner to sign the Revocable License Agreement for construction of a secondary seasonal access from County Road 18 to agricultural land.

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

**PROPOSED REVENUE:** none  
**PROPOSED EXPENDITURE:** none  
**FUNDING SOURCE:** Budget

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

None identified

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

**V. BACKGROUND INFORMATION:**

Property owner would like to be able to access their hay fields from Routt County Road 18. The property owners propose a seasonal access that could be utilized for their haying equipment. The property owner will construct and maintain the structure as described by the proposed Revocable License Agreement. The secondary access will only be utilized during the appropriate time for haying operations.

Road and Bridge worked with the County Attorney to draft a Revocable License Agreement for these improvements

**VI. LEGAL ISSUES:**

None identified

**VII. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None identified

**VIII. SUMMARY AND OTHER OPTIONS:**

By allowing the improvements, it will allow the property owner to access isolated agricultural fields more easily with haying equipment.

**Revocable License Agreement for Installation and Maintenance of  
Culvert in Public Right of Way  
& Access Agreement**

This Revocable License Agreement for Installation and Maintenance of a Culvert in Public Right of Way & Access Agreement (the "Agreement") dated as of \_\_\_\_\_, 2020, is between Patrick P. Higgins and Nancy J. Higgins, the owners of Lot 37, Late Catamount Subdivision Exemption, Nicholas D. Schoewe and Robbin C. Schoewe, the owners of Lot 39 Lake Catamount Subdivision Exemption (collectively, "Licensees"), and Routt County, Colorado ("County") acting by and through its Board of County Commissioners (the "Board").

**Recitals**

- A. Licensees wish to install and maintain a 20 foot by 18 inch culvert along Routt County Road 18 (the "Road"), along the westerly lot line of Lot 37, Lake Catamount Subdivision Exemption, centered at a point 240 feet north of Lot 37's southerly lot line (the "Project"), for the purpose of allowing agricultural equipment to access Lots 37 and 39 for haying operations during haying season.
- B. County currently owns and maintains the Road.
- C. County is willing to grant Licensees a revocable license for the installation, maintenance, repair and replacement of the culvert within the public road right of way due to the limited intrusion under the Road and the stated purpose of the Project.

**Terms and Conditions**

- 1. Subject to the other terms and conditions of this Agreement, County grants to Licensees a revocable license to install, maintain, repair and replace (if and when needed) the culvert in the right of way for the Road in the approximate location as stated in Recital A., above. The license granted hereby shall be revocable by County, at its election, in the event that the Licensees fail to satisfy or breach any of the obligations hereunder.
- 2. Access shall be limited to haying operations during haying season, only.
- 3. Licensees shall maintain the Project at Licensees' sole expense. Licensees shall restore the Road to Routt County standards after any disturbances made while working on the Project. Prior to the commencement of any work on the Project, the Licensees shall notify the County Road and Bridge Department (Public Works) of the nature, scope and schedule of any work anticipated to be done within the County's road and right of way.
- 4. Licensees shall be financially responsible for any damage done to the Road right of way by virtue of the installation, maintenance, repair and/or replacement of the culvert within the right of way. Licensees shall, at all times, maintain homeowner's insurance and shall cause County to be named as an additional insured under such insurance with regards to the Project. Licensees shall provide County with evidence of such coverage in the form of a certificate of

insurance before this Agreement is signed by the Board and any other time upon the request of the County,

5. Licensees shall indemnify, defend, and hold County and Board harmless from any and all claims and damages arising out of the installation, maintenance, repair or replacement of the culvert and shall promptly repair any damage to the Road right of way.

6. In the event that, in response to an emergency, County performs work on the Road which damages the Project, Licensees waive any claim against County or its contractors for such damage and Licensees shall be responsible for any costs of repair to the Project. Licensees understand that certain individuals and entities including but not limited to public utilities have the statutory right to locate certain types of lines within public road rights of way. Licensees shall cooperate with the holder of such a right. So long as the Project is not a part of the utility notification system, Licensees shall be responsible for any damage to the Project caused by work in the right of way by the holder of such right.

7. This Agreement shall become effective when signed by the Board. A copy of this Agreement shall be recorded in the real property records of the Routt County Clerk and Recorder after it is signed by both parties. This Agreement shall run with and benefit Lots 37 and 39, Lake Catamount Subdivision Exemption (the "Benefitted Properties"). The obligations of Licensees under this Agreement shall also run with the land and be a burden upon the Benefitted Properties. Any owner of the Benefitted Properties shall have the rights and obligations of Licensees hereunder. This Agreement shall inure to the benefit and burden of all future successors in interest to the Benefitted Properties, including their heirs, successors and assigns. As long as the Agreement is in full force and effect, the Agreement may be assigned to any future owners of the Benefitted Properties without further Board action. In the event of any such assignment, the successor in interest to either of the Benefitted Properties must notify the County Manager of the change in ownership and provide the necessary insurance certificate to the County Manager, within thirty (30) days of any such assignment and transfer of the Agreement.

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

Licensees: Patrick P. Higgins and Nancy J. Higgins  
600 Thoroughbred Lane  
Cheyenne, WY 82009

Nicholas D. Schoewe and Robbin C. Schoewe  
56 9<sup>th</sup> Street  
Steamboat Springs, CO 80487

County: County Manager  
Routt County, Colorado  
522 Lincoln Avenue, Suite 30  
Steamboat Springs, Colorado 8047

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.

9. In the event that either party to this Agreement brings suit to enforce, interpret or rescind this Agreement, the substantially prevailing party shall be entitled to recover from the other party its attorney fees and other costs incurred in connection with such legal action.

10. 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, interpret or rescind this Agreement shall be in the Colorado judicial district in which Routt County is located at the time that such action is brought.

11. This Agreement is the entire agreement between the parties concerning the installation, maintenance, repair and/or replacement of the Project. This Agreement may be amended only by a written document approved and executed by Licensees or their successors in interest and the Board.

ROUTT COUNTY, COLORADO

By: \_\_\_\_\_  
M. Elizabeth Melton, Chair  
Board of County Commissioners

ATTEST:

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

LICENSEES

\_\_\_\_\_  
Patrick P. Higgins

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Nancy J. Higgins

\_\_\_\_\_  
Nicholas D. Schoewe

\_\_\_\_\_  
Robbin C. Schoewe