Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

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OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, April 5, 2016 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the March 29, 2016 meeting.

Unfinished Business
New Business

Consideration of the approval of a contract between Logan County and Front Range Fire Apparatus of Frederick, Colorado for the purchase of an ambulance and equipment.

Consideration of the approval of an abatement of taxes in the amount of $ 19.72 on behalf of Patricia Bartlett, Logan County Treasurer.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, April 12, 2016, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

March 29, 2016

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Marie Granillo	Logan County Deputy Clerk
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the March 22, 2016 meeting.

Commissioner Meisner moved to approve the Consent Agenda Tuesday, March 29, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:
Commissioner Donaldson made a motion to approve Resolution 2016-10 granting an extension of a non-exclusive cable television franchise to Kentec Communications, Incorporated for a period of seven years and authorize the chairman to sign the agreement. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, April 5, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

The Logan County Board will be attending a meeting March 30, 2016 at Banner Health for the discussion of the third party transfers, and that will be held at their location in the Community Resource Room.

There being no further business to come before the Board the meeting was adjourned at 9:05 a.m.

Submitted by:

Maire T. Granillo
Logan County Deputy Clerk

Approved: April 5, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

Proposal Number: 10060-0002 Date: 01/27///112016

ATTN: Chief Kurt Vogel

Department Name: Logan County

Address: 315 Main Street

City, State, Zip: Sterling Co 80751

The undersigned is prepared to have manufactured for you the vehicle(s) and equipment herein named for the following prices:

ONE (1) 2015 Custom 172" AEV Ambulance Built on a
2015 Chevrolet G4500 Chassis
Ambulance to be built per the attached specifications.

Price is FOB in Jefferson, North Carolina **$148,922.00**

Price Includes The Following:
Flatbed Delivery to Sterling, Colorado
Canvasback Data Recording Device $5040
LED Emergency Lighting $7530
Back Up Camera $1040
Recessed Grab Rail $364
Child Safety Seat $544

Said vehicle and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failure to obtain chassis, materials or other causes beyond our control not preventing construction, within about **140 calendar days** after receipt and approval of this order and acceptance thereof at American Emergency Vehicles in Jefferson, North Carolina. To be accepted by the customer upon completion at the factory or at the customers location.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations do not materially affect the cost of the vehicle. Should changes desired by the purchaser result in increased cost, these changes will be kept on a Change Tracking Log to account for all price adjustments.

`The proposal for ambulance(s) conform to all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid, and with all Federal KKK-A-1822F specification as published at the time of the bid, except as modified by the purchaser specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT, KKK-1822F or NFPA 1917 standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 30 days from the bid date, the right is reserved to withdraw this proposition.

By: Mark Balch
Front Range Fire Apparatus
SALES REPRESENTATIVE

THIS AGREEMENT, made by and between Front Range Fire Apparatus, Frederick, CO (the "first party"), and

The Board of County Commissioners of Logan County, Colorado, by its authorized representative (the "second party").

First. The said first party hereby agrees to furnish the ambulance and equipment according to the specifications hereto attached and made a part of this contract, and to delivery the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said ambulance and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and American Emergency Vehicles Proposal, the American Emergency Vehicles Proposal will prevail. The standard American Emergency Vehicles Warranty will apply.

Third. This contract for ambulance conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all Federal KKK-1822-E specifications as published at the time of contract signing, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or Federal KKK-1822-E Specifications will be passed along to the customersecond party as an addition to the price set forth below, with the prior approval of the second party.

Fourth. The said apparatus and equipment shall be ready for delivery from Jefferson, North Carolina, within about 140 Days after receipt and acceptance of this contract, receipt of signed and approved order and engineering drawings and receipt of chassis at the first party's office at Jefferson, North Carolina and second party's approval of order, delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control not preventing, and shall be delivered to said party of

the second party at Logan County Courthouse, 315 Main Street, Sterling Colorado, 80751.

Fifth. A competent sale representative shall upon request, be furnished by the first party to demonstrate said ambulance for second party and to obtain the second party's acceptance of the ambulance, and to give its employees the necessary instructions in the operation and handling of said ambulance.

Sixth. The second party hereby purchases and agrees to pay for said ambulance and equipment, the sum

of One Hundred Fourty Eight Thousand Nine Hundred Twenty Two Dollars

Dollars ($ 148,922.00).

Payment shall be made directly to American Emergency Vehicles Jefferson, North Carolina office.

Net payment is due upon acceptance at American Emergency Vehicles, Jefferson, North Carolina Sterling, Colorado, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation thereunder shall be evidenced by negotiable paper.

If more than one ambulance is covered by this contract, the above terms of payment shall apply to each ambulance, and an invoice covering each ambulance shall be rendered in the proper amount.

Seventh. In case the second party desires to test the ambulance prior to acceptance, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to the first party at its principal office at Jefferson, North Carolina. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said ambulance and equipment shall be considered as fully complying with contract specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract shall remain the property of the first party until the entire contract price has been paid, but if more than one ambulance is covered by this

contract, then each ambulance shall remain the property of the first party until the above listed price for such ambulance has been paid in full, and in case of any default in payment the first party may ~~take full possession of~~repossess the ambulance and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the ambulance and equipment up to date of ~~taking~~ repossession.

Ninth. This contract to be binding must be signed and approved by an office of Front Range Fire Apparatus, or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and attested by its authorized representatives on this

_____ day of _____,

.

The

;

FRONT RANGE FIRE APPARATUS

By

By _____.

Date of Acceptance 03/24/16.

2015 JEOPARDY ASSESSMENTS BASED ON 2014 LEVIES
PETITION FOR ABATEMENT OR REFUND OF TAXES
(Must be filed in duplicate and all questions must be answered)

Petitioners: Complete this side only.

Sterling (City or Town), Colorado, March 31, 2016, 16

To The Honorable Board of Commissioners of Logan **County**

Gentlemen:

The petition of Patricia Bartlett, Logan County Treasurer,

whose mailing address is: 315 Main Street

Sterling (City or Town), Colorado (State) 80751 (Zip Code)

SCHEDULE NUMBER	DESCRIPTION OF PROPERTY AS LISTED ON TAX ROLL
MH0500C7105039	2000 Champion Mobile Home, 80 X 16, VIN 0500C7105039, Title No. 13E293103 - Moved Out of County

respectfully requests that the taxes assessed against the above property for the years A.D. 19 2015 19____, are erroneous, illegal, or due to error in valuation for the following reasons:

Describe specifically the circumstances surrounding the incorrect value or tax, **including owner's estimate of value.** (Attach additional sheets if necessary)

Mobile Home moved out of State $19.72

	19 2015 Value	19 2015 Tax	19____ Value	19____ Tax
Orig.		160.00		
Abate.		19.72		
Bal.		140.28		

Therefore the petitioner requests that the taxes may be abated or refunded in the sum of $ 19.72.

I declare, under penalty of perjury in the second degree that this petition, together with any accompanying exhibits or statements, has been examined by me and to the best of my knowledge, information and belief is true, correct and complete.

Patricia Bartlett

Patricia Bartlett, Logan County Treasurer — Petitioner

By ____ — Agent

3-31-16 — Date

Address 315 Main Street
Sterling, CO 80751

Daytime phone number 970-522-2462

Every petition for abatement or refund filed pursuant to section 39-10-114 shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

No. 920. Rev. 11-93. PETITION FOR ABATEMENT OR REFUND OF TAXES [15DPT (66-93)]

Bradford Publishing, 1743 Wazee St., Denver, CO 80202 — (303) 292-2500 — 7-97

(Complete either Section I or Section II)

RESOLUTION OF COUNTY COMMISSIONERS

Section I: In accordance with 39-1-113 (1.5), C.R.S., the commissioners of _____ County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

County Commission Resolution # _____

The assessor and petitioner mutually agree to an assessed value of $ _____ for $ _____ total tax for the year(s) 19 _____ and an abatement/refund of $ _____ .
PLEASE NOTE: The total tax amount does not include accrued interest, penalties, and fees if applicable. Please contact your County Treasurer for full payment information.

Petitioner's Signature _____ Date _____ Assessor's Signature _____ Date _____

If Section I is not complete and/or if petition is for more than $1,000, Section II must be completed.

Section II: Assessor's recommendation: ☐ approved – No protest filed in 199 ___ or 199 ___;
☐ approved in part $ _____; ☐ denied for the following reason(s).
Note: If a protest was filed please attach copy of NOD.

_____ Assessor By: _____ Deputy Assessor

WHEREAS, The County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on the _____ day of _____ , A.D. 19 _____ , at which meeting there were present the following members: _____

notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor _____ (name) and taxpayer _____ (name) _____ being present; and

WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto,

NOW BE IT RESOLVED, That the Board _____ (concurs or does not concur) with the recommendation of the assessor and the petition be _____ (approved or denied) , and an abatement/refund _____ (be allowed or not be allowed) on an assessed valuation of $ _____ for $ _____ total tax for the year(s) 19 _____ .

_____ Chairman of Board of County Commissioners

STATE OF COLORADO,
County of _____ } ss.

I, _____ , County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the County of _____ , State of Colorado, do hereby certify that the above and foregoing order is truly copied from the records of the proceedings of the Board of County Commissioners for said _____ County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at _____ , this _____ day of _____ , A.D. 19 _____ .

_____ County Clerk

By _____ Deputy

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____ , 19 _____

The action of the Board of County Commissioners, relative to the within petition, is hereby ☐ approved;
☐ approved in part $ _____ ☐ denied for the following reason(s).

_____ Secretary _____ Property Tax Administrator