

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, November 24, 2015 - 9:00 a.m.**

**Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda**

Approval of the Minutes of the November 17, 2015 meeting.

Re-appointment of the following members to the Logan County Fair Board for four-year terms:

- Kassie Roth - Horse Events.
- Rod Talbert - 4H Rodeo.

**Unfinished Business
New Business**

Consideration of the acceptance of a proposal and approval of a contract between Logan County and Dave's Mowing and Maintenance for various county properties.

The Board will conduct a Budget Hearing to consider the Logan County Budget for fiscal year 2016.

The Board will conduct a Budget Hearing to consider the Logan County Pest District Budget for fiscal year 2016.

**Other Business
Miscellaneous Business/Announcements**

County Offices will be closed Thursday and Friday, November 26 and 27, 2015 for the Thanksgiving weekend.

The Board will not hold meetings on December 1, 2015 due to the Colorado Counties, Inc. Winter Conference in Colorado Springs.

The next regular business meeting will be scheduled for Tuesday, December 8, 2015, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

November 17, 2015

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 |
| Pamela M. Bacon | Logan County Clerk |
| Marie Granillo | Logan County Deputy Clerk |
| David Hutt | |
| Dave Conley | Logan County Lodging Tax Board |
| Andrew Ohlson | Journal Advocate |
| Trae Miller | Logan County Economic Development |
| 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 or corrections for today's agenda. Commissioner Donaldson made a motion to revise the agenda with two changes; (1) to remove the minutes of the November 3rd, 2015 business meeting from the consent agenda and (2) insert under New Business, a letter to authorize the grant application to study the South Platte River drainage and watershed. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the November 3, 2015 minutes. Chairman Samber seconded and the motion carried 2-0.

The Board continued with the Consent Agenda items:

- Acknowledgement receipt of the Landfill Supervisor's Report for the month of October, 2015.
- Acknowledgement receipt of the Treasurer's Report for the month of October, 2015.
- Acknowledgement receipt of the Clerk and Recorder's Report for the month of October, 2015.

Commissioner Meisner moved to approve the Consent Agenda. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

The Board will open proposals for Lawn Maintenance for various county properties.

There was one bid received one bid open.

- Dave's Mowing and Maintenance

Commissioner Donaldson made a motion to refer the bid proposals for Lawn Maintenance for various county properties to the Buildings and Grounds Department for review and recommendation. Commissioner Meisner seconded and the motion carried 3-0.

Consideration of the approval of the following Logan County Lodging Tax Board projects:

- Denver Boat Show - \$2,000.00
- Sterling Sparkles - \$6,000.00
- Rocky Mountain Journal - \$2,500.00

Commissioner Meisner moved to approve the Lodging Tax Board project of Denver Boat Show in the amount up to \$2,000. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the amount up to \$6,000 to the Logan County Lodging Tax Board request for the Sterling Sparkles for the November 28 through December 25, 2015 parade of lights. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the Lodging Tax Board project of Rocky Mountain Journal up to \$2,500. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve a letter to authorize Logan County to enter into a grant application to the Department of Local Affairs along with Morgan, Washington and Sedgwick Counties to study the South Platte River drainage and watershed and authorized the chairman to sign. 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, November 24, 2015 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

Budget hearings for Logan County and the Logan County Pest Control District will be held during the Business meeting on November 24.

There being no further business to come before the Board the meeting was adjourned at 9:26 a.m.

Submitted by:

Marie T. Granillo
Logan County Deputy Clerk

Approved: November 24, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

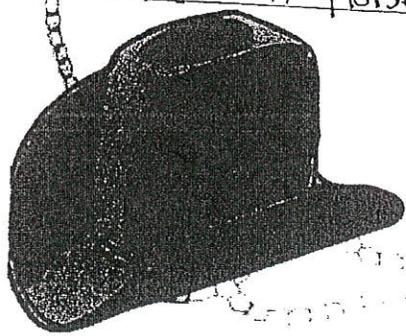
Logan County Advisory Board Fair Board Application

Name: Kassie Roth
Mailing Address: 2546 S CR 46
City/State/Zip: Eliff, CO 80736
Telephone: 970-580-1475 Cell Phone: 970-580-1475
Occupation: office manager Email Address: kroth817@gmail.com

- | | |
|--|--|
| <input type="checkbox"/> Queen Coordinator | <input type="checkbox"/> Rodeo |
| <input type="checkbox"/> Entertainment | <input checked="" type="checkbox"/> Horse Events |
| <input type="checkbox"/> Commercial Exhibits & Parking | <input type="checkbox"/> 4-H Rodeo |
| <input type="checkbox"/> Advertising & Promotions | <input type="checkbox"/> Grandstands & Security |
| <input type="checkbox"/> Livestock Exhibits | <input type="checkbox"/> Youth & Open Class Exhibits |
| <input type="checkbox"/> Parade | <input type="checkbox"/> Demolition Derby |
| <input type="checkbox"/> Fair Manager | <input type="checkbox"/> Bull Riding Chairperson |

My Qualifications are:
On Fair Board last three years representing the 4-H Horse Show. Loved it!!

I am interested in serving because:
I enjoyed serving our youth of Logan County and am trying to improve our involvement in the 4-H horse program. I really love this position.



Kassie Roth
Signature: _____ Date: 10/13/15

Logan County Advisory Board Fair Board Application

Name: Red Tubert

Mailing Address: 20151 CR2

City/State/Zip: Alton CO 80720

Telephone: 970-554-9025 Cell Phone: 970-554-1217

Occupation: _____ Email Address: needmorehorses@hotmail.com

Queen Coordinator

Entertainment

Commercial Exhibits & Parking

Advertising & Promotions

Livestock Exhibits

Parade

Fair Manager

Rodeo

Horse Events

4-H Rodeo

Grandstands & Security

Youth & Open Class Exhibits

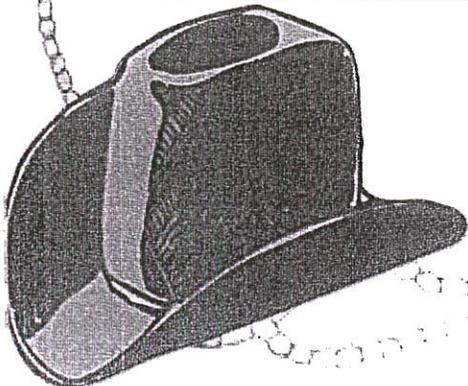
Demolition Derby

Bull Riding Chairperson

Sponsorship

My Qualifications are:

I am interested in serving because:



Red Tubert 11-11-15
Signature Date

AGREEMENT FOR LAWN MOWING AND LAWN MAINTENANCE

THIS AGREEMENT is made this 24th day of November, 2015, by and between the Logan County Board of County Commissioners, whose address is Logan County Courthouse, 315 Main, Sterling, Colorado 80751, hereinafter the "County," and Dave's Mowing and Maintenance, whose address is 13701 Sunny Knolls Lane, Sterling, Colorado 80751, hereinafter the "Contractor."

WHEREAS, the County has prepared a Request For Proposals for lawn mowing and lawn maintenance for the Courthouse Square, located at 315 Main St.; the Logan County Justice Center, located at 110 Riverview Road; and the Logan County Heritage Center, located at 821 N. Division Avenue, all in Sterling, Colorado; and

WHEREAS, the Contractor has bid the sum of \$310.00 per week to perform the services described in the Request For Proposals, more particularly: Justice Center - \$45.00 per week; Courthouse Square - \$215.00 per week; and Logan County Heritage Center - \$50.00 per week; and

WHEREAS, the Contractor has appropriate equipment, supplies and staff to perform the services described in the Request For Proposals; and

WHEREAS, the County desires to acquire the Contractor's services for the term of this Agreement, and the Contractor offers to provide such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations set forth herein, the parties hereto mutually agree as follows:

1. **Form of Agreement.** The agreement, terms and conditions constituting the contract between the parties consists of this Agreement for Lawn Mowing and Lawn Maintenance, which is intended to become the complete agreement between the parties. No prior or other agreements or understandings shall be valid or enforceable, nor shall the written agreements be modified or altered, unless in a writing signed by both parties.

2. **Engagement and Duties.** During the term of this Agreement the County engages the Contractor to perform the services and specifications described below and the Contractor hereby agrees to serve the County in the performance of the services as an independent contractor. It is expressly understood that the Contractor and its officers, agents and employees are not employees of Logan County but are independent contractor(s) and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or associate of the County. Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required benefits. Contractor shall be solely responsible and save the County harmless from all matters relating to the payment of Contractor's employees, including compliance

with Social Security, withholding, and all other regulations governing such matters. The Contractor shall provide all personnel, supplies and equipment required to perform complete mowing and maintenance of lawns located at the Courthouse Square, the Logan County Justice Center, Logan County Heritage Center, and the Central Services Building, described as follows:

- a. **Mowing** - All lawn areas must be mowed every 7 days during the growing season (April -October). If mowing to coincide with special events is desired, the County shall provide the Contractor at least ten (10) days advance notice of the date of the special event and the Contractor shall be flexible to work around community events that may be scheduled for the Courthouse lawn. Grass shall be cut to a length as recommended by Colorado State University Cooperative Extension Service, but no shorter than 1½ inches nor longer than 3 inches. Mower blades shall be kept sharp to prevent shredded grass tips that turn brown. There are to be no visible clippings after mowing and all grass must be bagged and removed by the contractor. Sidewalks and hard surfaces shall be swept or blown clean after each mowing, and all mowing debris and dead growth shall be removed from the site.
- b. **Trimming/Edging** - Trimming shall be done along all walkways and hard surfaces, around trees, and any other areas every 7 days where necessary to maintain neat and trim appearance. Edging shall be performed 2 times during the growing season, as needed. Thatch over ½ inch in depth shall be removed from all turf areas once each fall.

3. **Inspection.** All services must be performed to the personal satisfaction of the Logan County Board of County Commissioners, or its designee. Periodic inspections by the county commissioners or designee will occur to identify problem areas, if any, and determine remedial actions. The Contractor shall notify the County if problems with sprinklers or repair issues with the grounds are observed.

4. **Equipment and Supplies.** The Contractor shall provide all labor, equipment, and supplies required, including but not limited to mowers, trimmers, gasoline, waste disposal and transportation, at no cost to the County.

5. **Term.** The term of this Agreement shall be for the duration of the annual growing season, which may consist of a period of approximately 7 months (commencing April 1, 2016, or as soon thereafter as lawn growth begins, through the end of the growing season, which in any case will occur no later than October 31, 2016) and shall contain a two-year renewal option for the 2017 and 2018 growing seasons, which may be exercised by the parties upon mutual agreement prior to March 1, annually. This Agreement may be canceled or terminated at any time by the County without cause, upon providing at least 30 days written notice to the contractor. This Agreement may otherwise be terminated by the County for cause and without advance notice, including,

without limitation, the failure of the Board of County Commissioners to appropriate funding for the contract for any subsequent fiscal year.

6. **Consideration.** The County shall pay the contractor the sum of \$295.00 per week for performance of all services required hereunder, allocated as follows:

| | |
|-------------------|----------------------------|
| Courthouse - | \$215.00 per weekly mowing |
| Justice Center - | 45.00 per weekly mowing |
| Heritage Center - | 50.00 per weekly mowing |

7. **Payment Date and Right of Set-off.** Payment for services performed shall be made on or before the 10th day of the month for services performed in the prior month. Logan County reserves the right to set-off and deduct from the monthly payment otherwise due the following sums for any instances of the contractor's failure to timely perform the services described in this Agreement:

- I. For any week where grass is not mowed or edges trimmed at any site, the sum of \$100 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.
- II. For any week where sidewalks, concrete or other hard surface areas are not swept and cleaned after mowing/trimming at any site, the sum of \$50 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

8. **Insurance Requirements.** Contractor shall procure and maintain during the duration of the Agreement, at contractor's sole cost, insurance policies with minimum limits not less than: (1) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability of \$500,000 combined single limit per accident for bodily injury and property damage; and (3) Workers Compensation coverage as required by the laws of the State of Colorado. Logan County must be listed as an additional insured on such policies and contractor shall provide an acceptable Certificate of Insurance prior to the commencement of any services.

The Contractor shall agree to hold harmless and indemnify Logan County against any and all claims, suits, damages, costs or legal expense as a result of bodily injury or property damage resulting from the negligence of the contractor. All policies of insurance carried by the contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which may be otherwise carried by Logan County.

9. **Non-Waiver.** The failure of the County to insist in any one or more instances upon strict performance of any portion of the contract, or to exercise any right or privilege contained in the contract or otherwise provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s), or of the right to subsequently demand strict performance.

10. **Default.** In case of default by the Contractor in providing any of the services required by the contract, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor, or by any other legal means available to the County.

11. **Performance Bond.** The parties agree that Contractor shall not be required to furnish a performance bond.

12. **Subcontracting.** No portion of the work covered by this Agreement shall be assigned or subcontracted without the prior written approval of the County.

13. **Short mowing.** At its option, the County may separately purchase short mowing services to occur once annually in approximately March of each year, by providing reasonable advance written notice to the Contractor. Short mowing consists of a sod treatment similar to power raking, leaving approximately 1/2 inch thatch for root protection. If requested and provided, the County shall pay the Contractor the following sums for these annual services:

| | |
|-------------------|----------|
| Courthouse - | \$300.00 |
| Justice Center - | 60.00 |
| Heritage Center - | 85.00 |

IN WITNESS WHEREOF the parties hereto have set their hands.

Date: _____

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber, Chairman

ATTEST:

Clerk to the Board

DATE: _____

DAVE'S MOWING AND MAINTENANCE

By: _____
David Hutt, President