

**CITY OF BURLINGTON
KIT CARSON COUNTY
CITY COUNCIL
WORK SESSION
AGENDA
01-2018
COMMUNITY BUILDING ROOM A
340 S 14TH STREET
January 8, 2018
6:30 PM**

1 Call to Order

2 Pledge of Allegiance

3 Consent Agenda Items

Any consent agenda item may be removed from the Consent Agenda and placed under Business if discussion is desired. Otherwise, one motion will pass all items.

Approval of minutes from 12-11-2017

4 Public Comment

5 Public Hearing

Hotel and Restaurant Liquor License for Restaurant Panderia Mexico 2.

Transfer of ownership from Hines Family Investments, LLC to BLT Liquor Investments, LLC.

6 Work Session

Unfinished Business

New Business

A. Approval of contract with NMPP for rate studies.

7 Reports from City Departments

Administrator- Jim Keehne

Clerk- Shelly Clark

8 Council Comments

A. Mayor Dale Franklin

B. Mike Halde

C. Mark Burghart

D. Kamron Weisshaar

E. Beth Crites

F. Harold McNerney

G. Greg Swiatkowski

9 Adjournment

Emergency matters that may come before Council may be discussed with decisions to be ratified at a subsequent Council meeting.

MINUTES OF THE MEETING
OF THE MEMBERS OF THE CITY COUNCIL
CITY OF BURLINGTON
COUNTY OF KIT CARSON
STATE OF COLORADO
Community Building
340 S 14th Street
6:30 pm
December 11, 2017

Mayor Dale Franklin called the meeting to order at 6:30PM.

1 The roll call of members was read and those answering were:

Kamron Weisshaar	Beth Crites	
Mark Burghart	Harold McNerney	Greg Swiatkowski

Absent: Mike Halde

Staff/Officials:

Jim Keehne, City Administrator
Mike Grinnan, City Attorney
Shelly Clark, City Clerk

Also:

Linda Murray
Nancy Gilley
Brandy Beierle
Melvin Gilley

2 Pledge of Allegiance

3 Consent Agenda Items

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Approval of minutes from 11-27-17.

Approval of renewing the liquor license for Pizza Hut.

MOTION by McNerney, second by Crites to approve the consent agenda items.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:

Motion passes.

4 Public Comments

5 Departments

A. Administer- Jim Keehne- Report is in the packet. Gave update on changes to the 2018 budget. Shared with Council the final stages that will take place with the Water Project. Informed Council that one of the wells had a large spike in nitrates. State will be in town on Monday to do a walk- through of the Blending Plant.

B. Attorney-Mike Grinnan-

C. Clerk- Shelly Clark-

6 Work Session Topics

Unfinished Business

A. Approval of the Mayor's signature on contract for Stratton Coop.

MOTION by Weisshaar, second by McNerney to approve the Mayor signing the contract for the sale of land to Stratton Coop.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:

Motion passes.

New Business

A. Proclamation for Rod Murray.

Mayor Franklin presented a proclamation for Rod Murray to his wife Linda Murray.

B. Approval of Ordinance 930 appropriating additional sums of money to defray expenses in excess of amounts budgeted for the City of Burlington, Colorado for the 2017 budget year.

MOTION by McNerney, second by Swiatkowski to approve Ordinance 930 appropriating additional sums of money to defray expenses in excess of amounts budgeted for the City of Burlington, Colorado for the 2017 budget year.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:

Motion passes.

C. Approval of Ordinance 931 appropriating sums of money to various funds and spending agencies in the amounts and for the purpose as set forth below for the City of Burlington, Colorado for the 2018 budget year.

MOTION by McNerney , second by Burghart to approve Ordinance 931 appropriating sums of money to various funds and spending agencies in the amounts and for the purpose as set forth below for the City of Burlington, Colorado for the 2018 budget year.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:

Motion passes.

D. Approval of Ordinance 932 levying general property taxes for the year 2017 to defray a portion of the costs of government for the City of Burlington, Colorado, for the 2018 budget year.

MOTION by Burghart, second by McNerney to approve Ordinance 932 levying general property taxes for the year 2017 to defray a portion of the costs of government for the City of Burlington, Colorado, for the 2018 budget year.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:

Motion passes.

E. Approval of Ordinance 933 collection of delinquent charges to be certified to Treasurer of Kit Carson County, State of Colorado.

MOTION by McNerney, second by Burghart to approve Ordinance 933 collection of delinquent charges to be certified to Treasurer of Kit Carson County, State of Colorado.

Those yea:, Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:
Motion passes.

F. Approval of Resolution 2018-01 designating the public places for posting of notice of regular and special meeting of local public bodies of the City of Burlington.

MOTION by Crites, second by Burghart to approve Resolution 2018-01 designating the public places for posting of notice of regular and special meeting of local public bodies of the City of Burlington.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:
Motion passes.

G. Approval of schedule of meetings for 2018.

MOTION by Burghart , second by Swiatkowski to approve the schedule of meetings for 2018.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:
Motion passes.

7 REPORTS AND COMMENTS FROM MAYOR AND COUNCIL:

- A. Mayor Dale Franklin- Thanked everyone for their hard work.
- B. Mike Halde -Absent
- C. Mark Burghart-
- D. Kamron Weisshaar- Asked about the Electric Project.
- E. Beth Crites-Asked about the Merry Christmas sign.
- F. Harold McNerney- Asked if Lorraine Trotter was still contracted with the City.
- G. Greg Swiatkowski-

8 MOTION by McNerney, second by Burghart to adjourn the meeting at 7:25PM.

Those yea: Burghart, Weisshaar, Crites, McNerney, Swiatkowski

Those nay:
Motion passes.

Dale Franklin, Mayor

Shelly Clark, City Clerk



NMPP | MEAN | NPGA® | ACE

December 28, 2017

Jim Keehne, City Administrator
415 15th Street, PO Box 366
Burlington, CO 80807-0366

Dear Jim:

Enclosed are two (2) executable originals of the Agreement for Financial Plan, Cost of Service and Rate Design Study for Electric, Water, Wastewater and Trash Rates ("Agreement") between the Nebraska Municipal Power Pool ("NMPP") and the City of Burlington, Colorado ("City").

Please have the authorized individual sign both Agreements where indicated, and return them to NMPP. NMPP will send one (1) fully executed original Agreement to the City for its files.

If you have any questions, please contact Andrew Ross, Director of Retail Utility Services and Member Relations, at 800.234.2595.

Thank you.

Sincerely,

Carla Larson, ACP

Carla Larson, ACP
Paralegal

Enclosures

**AGREEMENT FOR
FINANCIAL PLAN, COST OF SERVICE
AND
RATE DESIGN STUDY
FOR ELECTRIC, WATER, WASTEWATER AND TRASH RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric, Water, Wastewater and Trash Rates is made this _____ day of _____, 20____, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Burlington, Colorado, hereinafter called "Municipality."

RECITALS:

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

1. TERM

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the

scope of work to be done on time. Reports and other document presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.

2.1.3 The Rate Study will include completion by NMPP of the following tasks:

1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.

5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Proforma which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Proforma including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
 - A. Review of up to five (5) large customer bills for accuracy.
 - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.

2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.

2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

4. FEES AND PAYMENT

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

Total Fee for Section 2.1 Services (Per Study)	Current Municipal Energy Agency of Nebraska ("MEAN") Funding (subject to change per Section 4.7)	Municipality eligible for MEAN funding as of date of execution of the Agreement	Total Fee Due from Municipality for Section 2.1 Services
Electric - \$5,750	50% ¹	Yes / <input checked="" type="radio"/> No	\$5,750 ¹
Water/Wastewater - \$5,750	n/a	n/a	\$5,750
Trash - \$5,750	n/a	n/a	\$5,750

¹For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality's staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited

to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality's objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality's sufficient notice of objection, NMPP shall cease providing services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

5. USE OF ELECTRONIC MEDIA

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification.

NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

6. GENERAL

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

7. NOTICES

7.1 Any notice required under this Agreement will be in writing, addressed to the appropriate Party at its address on the signature page and given personally, or by mail postage prepaid, or by commercial courier service.

8. OTHER AGREEMENTS

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric, Water, Wastewater and Trash Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF BURLINGTON, COLORADO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 8377 Glynoaks Drive
Lincoln, NE 68516

Address: _____

**AGREEMENT FOR
FINANCIAL PLAN, COST OF SERVICE
AND
RATE DESIGN STUDY
FOR ELECTRIC, WATER, WASTEWATER AND TRASH RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric, Water, Wastewater and Trash Rates is made this _____ day of _____, 20____, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Burlington, Colorado, hereinafter called "Municipality."

RECITALS:

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

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scope of work to be done on time. Reports and other document presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

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2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
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2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

4. FEES AND PAYMENT

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

Total Fee for Section 2.1 Services (Per Study)	Current Municipal Energy Agency of Nebraska ("MEAN") Funding (subject to change per Section 4.7)	Municipality eligible for MEAN funding as of date of execution of the Agreement	Total Fee Due from Municipality for Section 2.1 Services
Electric - \$5,750	50% ¹	Yes / <input checked="" type="radio"/> No	\$5,750 ¹
Water/Wastewater - \$5,750	n/a	n/a	\$5,750
Trash - \$5,750	n/a	n/a	\$5,750

¹For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Proforma, including the Financial Plan, to the Municipality's staff and/or the rate making authority, with the balance invoiced after delivery of the Final Proforma and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited

to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality's objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality's sufficient notice of objection, NMPP shall cease providing services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

5. USE OF ELECTRONIC MEDIA

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification.

NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

6. GENERAL

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

7. NOTICES

7.1 Any notice required under this Agreement will be in writing, addressed to the appropriate Party at its address on the signature page and given personally, or by mail postage prepaid, or by commercial courier service.

8. OTHER AGREEMENTS

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric, Water, Wastewater and Trash Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF BURLINGTON, COLORADO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 8377 Glynoaks Drive
Lincoln, NE 68516

Address: _____



January 08, 2018

City Administrator's Summary Report

December 11, 2017 – January 08, 2018

Administration

- 2018 Budget was adopted, signed and submitted to the State with accompanying ordinances.
- 4th Quarter Water Quality Report has been submitted to the State, documents milestones reached with water quality project and blending plant construction.
- Department heads have completed performance appraisals for all staff. Appraisals have been filed and will be maintained as a baseline from which to gauge 2018 performance.
- Ongoing weekly progress report meetings taking place with Contractors involved in Water Quality Project, and construction and development of distribution lines and the Central Blending Plant.
- Previously reported were problems with Well 11 (Rudy Well), requiring the relocation of this well. Since last reported we have been researching the best and most cost efficient manner to abandon and relocate this well. We have determined at this time that the most cost effective and efficient way of moving this well will be to abandon the site in place, cap to grade, and pipe the new well to the existing site. This can be accomplished utilizing the same well house. Surveying and analysis has been completed at this time. We are still compiling numbers from contractors as to cost involved in well relocation. Additionally, City Attorney will begin discussion with property owner to extend easements and relocate well 300' to west of original location. Martin and Wood, water consultants, will make application for well permit at which time application is submitted, construction may begin.

Contact has been made with DOLA and preliminary draft letter has been submitted for additional grant funding of this project. It has been recommended that our request does not exceed \$100,000, meaning that the rest be funded through water reserves, and contingency funding remaining from our existing project. Preliminary budget numbers for this indicate enough capital available without having to secure supplemental loans through the State Water Revolving Fund, which would jeopardize our enterprise standing through TABOR.

Of concern at this time, is Nitrate results that have been recorded at Well 13 (North Halde Well). Sampling of the well has indicated Nitrate levels that are at the MCL. After review of results, and well video, it is believed that levels have risen due to inactivity at this site and after extended flushing and use, levels will return to a lower level. Currently in process of flushing well. This is also an irrigation well that has been converted to municipal use. Plans will be made over the next year or so to re-drill and install infrastructure that will meet municipal well standards.

With the current project being completed, we have met with State officials for them to identify what needs to be completed prior to going live with our new system. Once test results of lines, and wells servicing the plant have been completed, disinfection of the blending facility will be completed, and the control system switched over. While the remainder of the project is being completed, Merrick and Associates are writing Standard Operating Procedures per scope of work, which must be approved by the State prior to going live with the plant. Our intent is to turn the facility on the week of January 15th.

- Karen McKinley, Municipal Court Clerk and Utility Billing Clerk Assistant submitted her resignation effective January 01. Her last day of employment was 12/29. Karen has been a great asset to the City where she is known to all, assisted with Municipal Court proceedings ensuring that court processes and procedures are up to

date and followed, assisted all City staff with performing their duties, and served as the face of the City at City Hall for 17 years. Karen will be sorely missed.

Operations

- Water/Wastewater and Water Quality Project Update – The State has granted extension for completion of the blending plant project, to be completed December 31st. By January 15, 2018, submission of Construction Complete Form must be done via Department’s website. By February 01, 2018, all system improvements, operational changes, and/or new sources must be fully operational. This last portion does not take into account the relocation of well 11.
 - Schedule A – Re-seed area
 - Schedule B – Flush and disinfect Well 11, test lines
 - Schedule C – Disinfect plant
 - Schedule E – Installation of control systems underway
 - Working with Engineering to develop SOP manual and coordinating training of staff
 - Ongoing water quality testing continues, along with continuous monitoring of our chlorination of effluent from the wastewater treatment facility. Testing is also being performed at each well site after cleaning and back on line to ensure numbers are in compliance with regulations.
 - January 24th, Sanitary Survey of drinking water system will be conducted on-site by CDPH&E

- Parks
 - Maintenance of equipment
 - Edging of sidewalk at Parmer Park
 - Bathroom rehabilitation all parks
 - Development of spring fertilization plan

- Streets
 - Asphalt cold patching and repair underway.
 - Alley reparations underway to smooth, level, and keep open.
 - Development of street improvement plan
 - Scheduling of work to begin in March for 2018 street projects

- Electric
 - Replacing lines and services as part of system upgrades, both residential and commercial properties.
 - Performing tree trimming in alleys to keep trees away from primary lines.
 - Electrical conversion Phase I process is underway and nearing completion. Bids have been received for Phase II-Phase V. Awards taking place, looking at 11-12 week time frame to complete once work begins (all phases). Anticipate phase II-III to begin towards the beginning of February, as phase I is completed.
 - All Apprentice Lineman engaged in studying for testing to improve level of certifications.

Finance

- Budget has been approved, ordinances passed, and documentation has been filed with DOLA
- Developed protocols for cash receipting of all locations outside City Hall in conjunction with IT
- Implementing cash receipting process and training of staff
- Conducting inventory processes, all departments
- Updating payroll system for new wage information

- Re-organizing positions to encompass areas of responsibility vacated through departure of Karen Mckinley.

Public Safety

- Breakfast with Santa where all departmental members participated in the cooking and serving of breakfast to the community. Over 700 persons served.
- Police Vehicles have been ordered and payment of first years lease installment has been made.
- Developing training calendar for 2018 based upon departmental and individual officers needs and to meet state requirements.

Old Town/Economic Development

- As reported last meeting, Burlington is the recipient of grant funds from DOLA for the Tier 1 Energy Impact Grant that was previously submitted. Currently we have been informed that the grant award totals \$50,000. The funds are not able to be accessed until official letters are received that outline the scope of work to be completed, expected release is March 2018. I will be working with Greg Etl on developing the scope of work. The tourism and promotional fund has been updated to reflect incoming revenues and outgoing expenditures. Attached is award letter.

Activities

- Numerous holiday events were held at the Community Center over the last month, from craft fairs to Breakfast With Santa. The breakfast served over 700 persons this year, and as always was a great success.

IT

- Developing protocols for cash receipting of all locations outside City Hall in conjunction with Finance

Intergovernmental

- Will be working with Greg Etl and DOLA for financial assistance with the relocation of Well 11
- Will attend the meeting with County Commissioners regarding Marijuana in the County discussion on January 17th held at Commissioners Board Room.



COLORADO

Department of Local Affairs

Division of Local Government

October 20, 2017

The Honorable Dale Franklin, Mayor
City of Burlington
415 15th Street
Burlington, CO 80807

RE: EIAF 08520 - Burlington Old Town Improvements

Dear Mayor Franklin:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal, and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity and readiness to go. Competition for these limited funds was intense, and we had many more requests than we had funds available.

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$50,000. These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

We understand that this is a partial award. Please contact your DOLA Regional Manager, Greg Etl at 970-521-2141, to help determine the best use of these funds for the project. Please note that these funds cannot be used for sign improvements or installation.

Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. If a circumstance arises and a grantee must spend their match dollars sooner than the full execution of the grant agreement, the Regional Manager for the respective grantee must be contacted immediately to discuss the need and offer an appropriate solution. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project.

Sincerely,

Irv Halter
Executive Director

cc:

Jerry Sonnenberg, State Senator
Jon Becker, State Representative
Jim Keehne, City Administrator

