

CITY OF BURLINGTON
KIT CARSON COUNTY
CITY COUNCIL
REGULAR MEETING
AGENDA
1-2021
January 11, 2021
6:30 p.m.

Live Public Streaming – use link below to join
<https://www.burlingtoncolo.com/virtualcouncilmeeting>

Due to COVID-19 restrictions, this council meeting will be held remotely

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.
 - A. Approval of December 14 meeting minutes
4. **Public comment**
5. **Public hearings – none**
6. **Unfinished business**
7. **New business**
 - A. Approval of mayor's signature on Dispatch Service Agreement
 - B. Approval of mayor's signature on Kit Carson County and City of Burlington Intergovernmental Agreement to Merge Public Health Agencies
 - C. Approval of mayor's signature on Memorandum of Understanding between Kit Carson County and the City of Burlington, NAVAID agreement
 - D. Approval of mayor's signature on Memorandum of Understanding between Kit Carson County and the City of Burlington, VA Clinic agreement
 - E. Approval of temporary permit for liquor license for CF Altitude LLC; ALTA #6142
 - F. Appointment of Nathaniel Hill as Chief of Police
8. **Reports from city departments**
Administrator – Jim Keehne
Clerk – Georgia Gilley
9. **Council comments**
 - A. Mayor Greg Swiatkowski
 - B. Kamron Weisshaar, mayor pro tem
 - C. Mark Burghart
 - D. Brent Carter
 - E. Melvin Gilley
 - F. Adrian Hernandez
 - G. Troy Schultz
10. **Adjournment**

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

**BURLINGTON CITY COUNCIL
REGULAR MEETING MINUTES**

County of Kit Carson

State of Colorado

December 14, 2020

6:30 p.m.

1. Call to order

Mayor Greg Swiatkowski called the meeting to order at 6:30 p.m.

The meeting was held remotely, and members of the public could access the meeting streamed at www.burlingtoncolo.com/virtualcouncilmeeting.

Council members present:

Mark Burghart, Brent Carter, Adrian Hernandez, Troy Schultz and Kamron Weisshaar

Council members absent:

Melvin Gilley

Staff/Officials present

Greg Swiatkowski, Mayor

Jim Keehne, Administrator

Georgia Gilley, Clerk

Daniel Melia, Airport

Mike Ginnin, City Attorney

Tyson Weishaar, Activities

2. Pledge of Allegiance

3. Consent Agenda

A. Approval of the November 30 meeting minutes

Motion by Burghart and second from Hernandez to approve the November 30 meeting minutes.

Motion passed unanimously.

4. Public comment – none

5. Public hearing – none

6. Unfinished Business – none

7. New Business

A. Approval of Ordinance 957 – An Ordinance Adopting a Budget for the City of Burlington for the Calendar Year Beginning on the First Day of January 2021 and Ending on the Last Day of December 2021

Motion by Burghart and second from Weisshaar to approve Ordinance 957 – An Ordinance Adopting a Budget for the City of Burlington for the Calendar Year Beginning on the First Day of January 2021 and Ending on the Last Day of December 2021.

Motion passed unanimously.

B. Approval of Ordinance 958 – An Ordinance 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 2021 Budget Year

Motion by Carter and second from Burghart to approve Ordinance 958 – An Ordinance 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 2021 Budget Year.

Motion passed unanimously.

C. Approval of Ordinance 959 – An Ordinance Levying General Property Taxes for the Year 2020 to Defray a Portion of the Costs of Government for the City of Burlington, Colorado, for the 2021 Budget Year

Motion by Burghart and second from Hernandez to approve Ordinance 959 – An Ordinance Levying General Property Taxes for the Year 2020 to Defray a Portion of the Costs of Government for the City of Burlington, Colorado, for the 2021 Budget Year.

Motion passed unanimously.

D. Approval of Ordinance 960 – An Ordinance Amending Ordinance 925, the Official Public Services Ordinance of the City of Burlington Section 13.08.050

Motion by Carter and second from Burghart to approve Ordinance 960 – An Ordinance Amending Ordinance 925, the Official Public Services Ordinance of the City of Burlington Section 13.08.050.

Motion passed unanimously.

E. Approval of the 2021 Calendar of Council Meetings

Motion by Burghart and second from Carter to approve the 2021 Calendar of Council Meetings.

Motion passed unanimously.

F. Year-end benefit discussion

Keehne asked for direction for discussing the annual year-end benefits, reminding council that employee raises were not planned for in the 2021 budget. The annual employee luncheon was not going to be held due to COVID-19 restrictions.

After favorable comments from Carter and Burghart, council directed Keehne to give city employees the annual benefit.

8. Reports from city departments

Department head reports were in the council packet, and there were no questions from council members.

9. Council comments

None

10. Adjournment

With a motion by Burghart and second from Carter, the meeting adjourned at 6:54 p.m.

Motion passed.

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

Document created by
Georgia Gilley, City Clerk
Burlington, CO

DISPATCH SERVICE AGREEMENT

This Agreement (the "Agreement") is made effective the 1st day of January 2021, by and between the Board of County Commissioners of Kit Carson County, Colorado, whose address is P.O. Box 160, Burlington, Colorado 80807 (the "County"), and the City of Burlington, whose address is 415 15th Street, Burlington, Colorado 80807 (the "City"). The County and/or the City may also be referred to as a "Party" or the "Parties". The dispatch and communication operations shall be conducted by the Kit Carson County Sheriff, whose address is 251 16th Street, Suite 103, Burlington, Colorado 80807 (the "Sheriff"). When the County and the Sheriff are intended to be referred to jointly, they shall be collectively referred to as the "Kit Carson County Sheriff's Office" ("K.C.C.S.O.).

WHEREAS, pursuant to C.R.S. 29-1-201, as amended, and C.R.S. 30-11-107, as amended, the County and City may enter into an agreement by which the K.C.C.S.O. would provide "Emergency and Non-emergency Dispatch Service," as defined by this Agreement, for the City; and

WHEREAS, the County and City have previously entered into an agreement concerning the control, operation, management, and cost sharing of a joint Communications/Dispatch Center; and

WHEREAS, the City has determined that it is more cost effective to contract for Emergency Dispatch Service with the K.C.C.S.O than to fund, equip, and staff its own Dispatch and Communications Center; and

WHEREAS, the K.C.C.S.O. provides Emergency and Non-emergency dispatch functions and has the capability to provide emergency and nonemergency dispatch services for the City; and

WHEREAS, the K.C.C.S.O. agrees to provide Emergency and Non-emergency Dispatch Service for the City under the following terms and conditions.

NOW, THEREFORE, the Parties agree as follows:

1. K.C.C.S.O. shall provide Emergency and Non-emergency Dispatch Service to the City. Emergency and Non-emergency Dispatch Service means emergency or non-emergency communication of any kind received by K.C.C.S.O. which requests or requires emergency service by the City's and County's emergency medical, fire, and/or law enforcement service providers and non-emergency dispatch communications which requests or requires non-emergency service communication from or to the City's non-emergency service providers without consideration as to the type of call or complaint received by K.C.C.S.O.
2. K.C.C.S.O shall provide Emergency and Non-emergency Dispatch Service for the City for a period of one (1) year, commencing on January 01, 2021, and ending on December 31, 2021. The Parties shall, in good faith, begin negotiation of a new Dispatch Service Agreement in July 2021.
3. In consideration of the County's promises and efforts under this agreement, the City shall pay the County \$100,000.00 for the term of this Agreement, apportioned equally and payable per month. The City's payments to the County shall be made as follows:

- 3.1 Each monthly payment shall be paid in advance on the first day of each month for services to rendered in that calendar month.
 - 3.2 All monthly payments shall be due and payable by City without any further notice or demand from the County.
 - 3.3 Each monthly payment shall be made by the City and shall be made payable to the County and delivered to the attention of: Kit Carson County Administrator, or in any manner subsequently directed by the County.
 - 3.4 Each payment shall clearly identify it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the City intended the payment to apply. The County, in its discretion, may apply any monthly payment received from the City to any past due amount or monthly payment then due and owing to the County pursuant to this Agreement.
4. Except for the emergency and Non-emergency Dispatch Service expressly contracted for herein, the K.C.C.S.O. and the City shall not be obligated to provide or assist the other Party with any emergency or non-emergency services of any kind unless expressly requested by either Party.
5. This Agreement does not, and is not intended to, obligate or require the K.C.C.S.O. to change, alter, modify, or develop any different K.C.C.S.O. dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the K.C.C.S.O. from implementing any future communication-related changes that the K.C.C.S.O., in its sole judgement and discretion, believes to be in all Parties to this Agreement best interests and with prior notice provided as to changes to be implemented.
6. The City shall provide fees for requests made to K.C.C.S.O. for additional services pertaining to law enforcement activities at a rate of:
 - 6.1 Dispatch audio recordings - \$25.00 per incident; No Charge if City provides thumb-drive;
 - 6.2 Printing of dispatch related documents - \$0.25 per page; No Charge if City provides thumb-drive;
 - 6.3 Code-Red and Reverse 911 calls for City residents - \$0.25 per call/per phone number initiated by K.C.C.S.O. with the approval of the Sheriff.
 - 6.4 District Attorney requests for recordings or dispatch related documents must be on request form from the Office of the District Attorney, City will provide thumb-drive.
7. The City of Burlington Police Department shall not auto forward phone lines to the K.C.C.S.O after hour, except during critical incidents, emergencies or disaster situations.
8. Neither the City nor the County is responsible for the independent acts and/or omissions of the other Party, or their officers, employees, or agents. Further, it is the intent of the Parties that each Party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective public safety personnel.

9. Each Party agrees to indemnify, defend, and hold harmless the other Party, its agents, officers, and employees from all claims whatsoever that may arise against the other Party as a result of the negligent, willful or intentional acts or omissions of the Party or their respective public safety personnel.
10. Each party shall process and defend, at its own expense, any and all claims of whatsoever kind in nature, with respect to that Party's acts or omissions of services or otherwise in response to Emergency and Non-emergency Dispatch Service.
11. Previous agreements between the County and the City for dispatch services are rendered null and void upon signing this Agreement.
12. Either Party may terminate this Agreement term and give notice of sixty (60) days to the other Party that on such date all of the Party's rights and obligations under this Agreement, except as expressly reserved, shall cease. The City's written notice shall operate as a notice to quit or terminate this Agreement and the City may proceed to recover advance payment of fees on a pro-rata basis for unprovided service as noted in this Agreement. The obligation of the City to pay to the County, and the right of the CITY to recover all fees and other charges accrued up to the time of termination of this Agreement from the County, together with costs of collection, including attorney's fees and costs, shall survive termination of the Agreement.
13. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addresses to the Parties as follows:

Kit Carson County:	Kit Carson County Board of Commissioners Attn: Kit Carson County Administrator P.O. Box 160 Burlington, CO 80807
City of Burlington:	City of Burlington Attn: City Administrator 415 15 th Street Burlington, CO 80807
14. This Agreement is made and entered into in the State of Colorado and shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party.
15. This Agreement shall not become effective prior to approval by the County Board of Commissioners and City's governing body. The terms of this Agreement may be amended by mutual written agreement of the County and the City.

16. If a court of competent jurisdiction finds a term, or condition, of the Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

17. For and in consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, The County and the City hereby agree and promise to be bound by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, _____, _____ for the City, hereby acknowledges that they are authorized to execute this Agreement on behalf of City and hereby accepts and binds the City to the terms and conditions of this Agreement on this _____ day of _____, 202_____.

WITNESS:

THE CITY OF BURLINGTON,

Becky Castillo, City Clerk

BY: _____
Greg Swiatkowski, Mayor

IN WITNESS WHEREOF, Cory Wall, Chairperson, Kit Carson County Board of Commissioners, hereby acknowledges that they have been authorized by a resolution of the Kit Carson County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the COUNTY OF KIT CARSON and hereby accepts and binds the COUNTY OF KIT CARSON to the terms and conditions of this Agreement on this 6th day of January 2021.

WITNESS:

Susan Corliss
Susan Corliss, County Clerk



COUNTY OF KIT CARSON,

BY: Cory Wall
Cory Wall, Chairman

IN WITNESS WHEREOF, Tom Ridnour, in his official capacity as the KIT CARSON COUNTY SHERIFF, hereby concurs and accepts the terms and conditions of this Agreement on this 6th day of January, 2021.

WITNESS:

Susan Corliss
Susan Corliss, County Clerk

KIT CARSON COUNTY SHERIFF,

BY: Tom Ridnour
Tom Ridnour, Sheriff

**KIT CARSON COUNTY AND CITY OF BURLINGTON INTERGOVERNMENTAL AGREEMENT TO
MERGE PUBLIC HEALTH AGENCIES**

This Intergovernmental agreement between Kit Carson County, Colorado and the City of Burlington, Colorado will be effective immediately upon execution and remain in effect until terminated by either party. The terms of this agreement may be voided within thirty (30) days upon receipt of written notice to either party.

WHEREAS, the Board of County Commissioners of Kit Carson County, Colorado (County) and the City Council of City of Burlington, Colorado (City) have determined that it is of mutual benefit to merge the Kit Carson County Department of Health and Environment and City of Burlington Board of Health; and

WHEREAS, the County and the City through their respective Commission and Council, are permitted to enter into intergovernmental agreements pursuant to C.R.S. 29-1-201; and

WHEREAS, the County by resolution of its Board of County Commissioners has established a County Public Health Agency comprised of County Board of Health, Public Health Director, and essential personnel to provide services as specified in Colorado Revised Statutes Title 25; and

WHEREAS, the City by ordinance of its City Council is to establish a board of health and appoint a health officer as specified in Burlington Municipal Code Title 8, Article 4; and

WHEREAS, the Board of County Commissioners, acting as the County Board of Health, establish a liaison position to the City of Burlington to provide for City representation to the Board on Health-related issues affecting the City. The liaison position is an appointment by the City representing City concerns and is not a membership position to the Board;

NOW, therefore all parties agree as follows:

The City extends to the Kit Carson County Department of Public Health and Environment the authority to administer and enforce the laws to the extent authorized in Article 1, Title 25, and Article 20, Title 30, C.R.S. in the incorporated areas of the City of Burlington. The Kit Carson County Department of Public Health and Environment shall maintain records on number of clients served, nature of services provided and outcomes, within incorporated Burlington, and submit report to City Council by October 1st annually, by virtue of its annual report for the entire agency operation, including county-wide programs and services.

1. Duties

Kit Carson County Department of Health and Environment shall provide for "essential public health services" as provided for in C.R.S. 25-1-506 to all areas in the incorporated limits of the City of Burlington to include environmental health services, health inspections and investigations of public and private establishments and other environmental situations to ensure compliance with local and state health and safety codes, including but not limited to food establishments, schools, and child care facilities; serve as environmental and public health educator who provides information and performs specialized environmental health work in areas such as water, air quality, food, solid and hazardous waste, institutions, recreation facilities, epidemiology, insect and rodent control, and other environmental problems; to investigate and abate nuisances when necessary in order to eliminate sources of epidemic or communicable diseases, and conditions affecting public's health.

specialized environmental health work in areas such as water, air quality, food, solid and hazardous waste, institutions, recreation facilities, epidemiology, insect and rodent control, and other environmental problems; to investigate and abate nuisances when necessary in order to eliminate sources of epidemic or communicable diseases, and conditions affecting public's health.

The duties listed above in no way through implication or otherwise include city code enforcement and only apply to public and environmental health work that poses a threat to the health of the public.

2. Fees

The City of Burlington shall provide to Kit Carson County annually one dollar and fifty cents (\$1.50) per capita as established by census, for local health services within the incorporated area of the City; and costs associated with services provided by the Public Health Medical Officer within the incorporated area of the City, not to exceed \$750.00 per quarter. 2010 Census for Burlington as indicated on DOLA website is 4,254.

Kit Carson County Commissioners, Board of Health, and City of Burlington Council shall review this agreement annually for purposes of modification or amendment of this document and mutual agreement of changes.



Cory Wall
Chairman, Kit Carson County
Board of County Commissioners

Greg Swiatkowski
Mayor,
City of Burlington

1-6-2021

Date

Date



Dawn James
Director, Kit Carson County
Department of Public Health and Environment

**MEMORANDUM OF UNDERSTANDING
BETWEEN KIT CARSON COUNTY
AND THE CITY OF BURLINGTON**

1. Memorandum of Understanding (MOU):

This Memorandum of Understanding (MOU) is entered into by Kit Carson County, Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners, whose address is P.O. Box 160, Burlington, CO 80807, hereinafter referred to as Kit Carson County, and the City of Burlington, a Home Rule City, established by Charter, through the State of Colorado, whose address is 415 15th Street, Burlington, CO 80807, hereinafter referred to as City of Burlington.

2. Purpose:

Kit Carson County and the City of Burlington have entered into this MOU for the purpose of maintenance, repair and upgrades of the navigation system (NAVAID) and providing for other maintenance, repair or upgrades of airport related systems, expressly for improving operational conditions present at the Burlington-Kit Carson County Airport, 14111 U.S. Highway 385, Burlington, CO 80807.

3. Responsibilities of Kit Carson County:

Kit Carson County shall pay the City of Burlington for one-half of any monthly maintenance fee. Said fee is currently \$2,122.92 (paid half by County, half by City). Should fee rise above \$2,122.92 per month, the City of Burlington shall notify Kit Carson County within ten (10) days of said increase.

Kit Carson County shall pay the City of Burlington one-half of all repairs and upgrades for the NAVAID up to the amount of \$6,000.00 per year (i.e. if repairs are \$6,000.00, City of Burlington would pay \$3,000.00 and Kit Carson County would pay \$3,000.00). If repairs in any given year are in excess of \$6,000.00, then the parties shall negotiate the amount paid by each. All amounts shall be payable within thirty (30) days after written notification by the City of Burlington.

Kit Carson County agrees to collaborate with the City of Burlington on at least an annual basis to determine costs associated with improving operational conditions at the Airport, to explore funding opportunities for improvements, and to agree upon cost sharing for funding of improvements, should available funds exist.

4. Responsibility of the City of Burlington:

The City of Burlington shall provide Kit Carson County on an annual basis the costs associated with maintenance fees for the NAVAID. The City of Burlington shall provide Kit Carson County advance written notice of required repairs, and upgrades. The City of Burlington shall use good faith and

reasonable efforts to research and apply for available grants to reduce NAVAID expenses, and improvement costs, and shall notify Kit Carson County of grant applications and awards.

5. Terms of Agreement:

This agreement will become effective upon signing by both parties and supersede any previous MOU between Kit Carson County and City of Burlington concerning Airport maintenance, operation, and NAVAID. This agreement will remain in full force and effect until terminated by either party, with or without cause, by thirty (30) days' written notice.

The terms of this agreement may not be negotiated, cancelled, modified, extended or renewed except by written agreement signed by both parties.

City of Burlington:

Greg Swiatkowski, Mayor

Date

Kit Carson County Commissioners:

Cory Wall
Cory Wall, Chairman

Gary Koop
Gary Koop, Commissioner

D. J. H.
Dave Hornung, Commissioner

January 6, 2021
Date



ATTEST:

Susan Corliss

Susan Corliss

Kit Carson County Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN KIT CARSON COUNTY
AND THE CITY OF BURLINGTON**

1. Memorandum of Understanding (MOU):

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2. Purpose:

Kit Carson County and the City of Burlington have entered into this MOU for the purpose of procurement of insurance and basic maintenance provisions for the V.A. Clinic, whose address is 1177 Rose Avenue, Burlington, CO 80807.

3. Responsibilities of Kit Carson County:

Kit Carson County shall pay the City of Burlington for costs associated with procurement of building insurance and basic maintenance costs providing for sustainable operations of the V.A. Clinic in the City of Burlington, Kit Carson County, Colorado. Said costs are \$5,000.00 annually.

4. Responsibility of the City of Burlington:

The City of Burlington shall provide for securing insurance and providing payment of all maintenance concerns in a timely manner.

5. Terms of Agreement:

This agreement will become effective upon signing by both parties. This agreement will remain in full force and effect until terminated by either party, with or without cause, by thirty (30) days' written notice.

The terms of this agreement may not be negotiated, cancelled, modified, extended or renewed except by written agreement signed by both parties.

City of Burlington:

Greg Swiatkowski, Mayor

Date

Kit Carson County Commissioners:

Dave Hornung, Commissioner

Stan Hitchcock, Commissioner

Cory Wall, Commissioner

Date

ATTEST:

Susan Corliss
Kit Carson County Clerk



415 15th Street * PO Box 366 * Burlington, CO 80807 * Phone 719.346.8652
email: jim.keehne@burlingtoncolo.com

www.burlingtoncolo.com

January 11, 2021

City Council, City of Burlington Colorado,

The Charter of the City of Burlington, approved by the electors of the City on June 12, 1973, provides for the appointment of certain city officials and the establishment of certain departments or functions within the City. Article VII, Enforcement Of Laws And Ordinances, Section 7.2, Department of Police, Sub-Section a. states "There is hereby created a Department of Police, the director of which shall be the Chief of Police who shall be appointed by the Council for a term to be at the pleasure of the Council".

In mid-November 2019, the Chief of Police for the City of Burlington resigned the position, after which the City began a search process for the purpose of hiring a qualified Chief of Police. A Law Enforcement Executive Consultant was secured to assist with our process which included position vacancy announcements, electronic submittals of position application, cover letter, resume, and references; virtual interviews; assessment center; conditional offer of employment, background check; post conditional offer testing. During this process Sergeant Nathaniel Hill was appointed Interim Chief, to provide for continuity in law enforcement services provided to the City of Burlington.

During the application process, five applications were received. Each applicant was rated based on qualifications and position requirements, and all were interviewed. The top three candidates were invited to Burlington to participate in an Assessment Center that included a written exercise, oral board, interview by police department personnel, and a community meet and greet. Each portion of the process was objectively scored.

The candidate receiving the highest score was made a conditional offer of employment, after which they withdrew from consideration due to health related issues. The candidate receiving the second highest score was contacted and also withdrew from consideration. The candidate receiving the third highest score, Sgt. Nate Hill of the Burlington Police Department was made a conditional offer of employment contingent upon his successful completion of comprehensive training in Supervision, Management, and Leadership with testing in each area; ability to establish a network of Chief's of Police to assist with a successful Chief's journey; mandatory enrollment in an accredited college degree program. A Mentor/Instructor was secured to assist Interim Chief Hill with his training and mentoring.

" Building a Stronger Community For Tomorrow!"



415 15th Street * PO Box 366 * Burlington, CO 80807 * Phone 719.346.8652
email: jim.keehne@burlingtoncolo.com

www.burlingtoncolo.com

To date, Interim Chief Hill has completed his mentoring and training program where he performed extremely well; established a network of Chiefs in the region, and enrolled in an accredited college degree program offering a degree in Criminal Justice. All training was conducted either in person or virtually, and consisted of over 400 hours of instruction/training with material sources from:

Southern Police Institute: Managing Small Law Enforcement Agency Training Program
FBI Law Enforcement Executive Development Association (FBI LEEDA)
Colorado Association of Chiefs of Police: New Chief's Program
Seven relevant textbooks on Leadership

Interim Chief Hill's Instructor/Mentor stated "Nate made great progress during the training program", and "believe that he currently has the basic leadership and management skills to be the Chief of Burlington". He went on to state that Interim Chief's skills are acceptable though at a basic or entry level, and "based on time spent with Nate, can recommend him for a permanent appointment as Chief of Police in Burlington." A recommendation was made that Interim Chief Hill continue with his college courses, attend Colorado Association of Chiefs of Police New Chief's School and FBI Law Enforcement Executive Development training.

I have reviewed the training program and have been kept abreast of Interim Chief Hill's progress throughout the program, a training program designed to prepare him for the rigors of being a successful Chief of Police in Colorado. I concur with the Instructor/Mentor that Interim Chief Hill be appointed as the Chief of Police for the City of Burlington Police Department, contingent upon his continuous enrollement in an accredited College/University degree program and completion of same, Membership in CACP to further his network and develop skills to be successful, Attendance in annual CACP conference, Completion of CACP's New Chief School, ongoing leadership training, and checking the boxes on the 275 recommendations for improvement in the Management Study of the Burlington Police Department performed in 2020.

Regards,


James Keehne
City Administrator

" Building a Stronger Community For Tomorrow!"



January 11, 2021

City Administrator's Summary Report December 14, 2020 – January 11, 2021

Administration

- The 2021 adopted budget along with Budget Letter, and accompanying ordinances and documents was filed with Colorado Department of Local Affairs as statutorily required. Budget has been accepted and is in the approval process at this time.
- Currently, we are over 11 months into the COVID-19 pandemic. I have attached at the end of this report a weekly media release from our Health Department on where Kit Carson County stands with our addressing of the pandemic and the distribution of the new vaccines that have been rolling out since we last met. Note that the positivity rate over the last two weeks is at 14%, and for the last month at 20%, down from over 24% from the previous month. This is good news, as we are finally trending downward which is a positive sign. Remember the goal is to get to a two-week positivity rate of below 10%, as we can then dial back to yellow on our dial which will further open-up our local economy. Remember that our 10% can be achieved through social distancing, washing hands, sanitizing work-space, and mask wearing. We are still operating under these parameters and complying with orders issued by both the Governor's Office, Colorado State Department of Public Health and Environment, and Kit Carson County Public Health Directives.

Worldwide there have been over 87 million persons infected by the virus, with approximately 1.9 million reported deaths attributed to the infection. 24% (over 21 million) of all reported cases have occurred in the U.S. which has also reported over 360,000 attributable deaths. Colorado has experienced over 350,000 confirmed cases. As of January 07, Kit Carson County has reported 445 positive cases, also up significantly in the last two weeks, and mortality of ten persons.

- The Burlington Housing Authority met virtually on December 08, 2020 and again on December 23, 2020 where financial report and bill payment approval took place. Additionally, policies for Rent Collection, Procurement, Reasonable Accommodations, Public Housing Dwelling Lease-Multiple Family Units, Public Housing Dwelling Lease-Senior/Disabled Units, Debt Write Off Policy, Inventory Control Policy, and Admissions and Continued Occupancy Policy (ACOP), have all been approved and will be implemented and on file with HUD. We are getting closer every week to gaining full compliance and improving our score with HUD. The next meeting, also virtual, will be held tomorrow, January 12, 2020 where we will finalize the above policies and review Sustainability Plan, Pet Policy, Smoking Policy, Violence Against Women Act Policy, and Grievance Procedures for Public Housing Residents.

Operations/Public Works

- Water/Wastewater

Water department received word that by the end of March, 2021, all chlorine gas injected wells must be converted to in line injection. Currently looking at the cost to convert the remaining 5 gas wells to solution injections. Will be working with HOA to do this. Estimates at this time indicate it will take approximately \$1500 per well to convert. This will be taken from operating expenses in the 2021 budget.

- Composite sampling and total water sampling are conducted at the Wastewater Treatment facility and the Blending Plant
- Sanitary Survey preparation is underway
- Inventory completed and recorded for year end
- Assisting with the removal and storage of Christmas decorations

- Parks

- Cleaning and servicing bathrooms in parks
- Servicing of equipment is underway
- Inventory completed and recorded for year end
- Assisting with the removal and storage of Christmas decorations

- Streets

- Street sweeping underway.
- Pothole repair and maintenance in process.
- Grading and cleaning of alleys underway.
- Equipment maintenance
- Inventory completed and recorded for year end
- Assisting with the removal and storage of Christmas decorations

- Electric

The Electric Department is down at least one person at this time. We have advertised for position openings for the last 3 months and have had no applicants for position. Looking at other areas to draw from in the hopes of getting qualified or interested persons to apply.

- Main Electric has been supplied with the staking sheets to install switches and are currently working with the City Crew to get the lines installed and powered, providing the department to isolate issues and problems with the West Loop. As of today, Main Electric has indicated they will be here on the first week of February to perform the wiring and then return approximately 1 month later to install switches. We are working with Atwell to get work scheduled sooner if possible.
- During the month of December, one outage occurred:
 - 12-23 – High winds and inclement weather caused outage at 15th and Colorado where a line jumper had disconnected. The phases were spliced, and wire rehung. Outage lasted 1 hour, 43 minutes. Outage occurred on West Circuit.

- Preparing to install LED lights on Lincoln and Rose. LED lights require less energy, are longer lasting, and brighter. Installation will result in reduction to energy loss and savings to the City.
- Inventory completed and recorded for year end
- Continuing work with Damien Berger, Electrical Engineer from Atwell on design needed to take load off West Loop

Public Safety

Chief Hill completed the Leadership Training Course, passed with flying colors and has been recommended to assume the full-time duties of Chief of Police for the City of Burlington. This course is a nationally accredited training course in Law Enforcement Leadership is equivalent to a semester worth of criminal studies at the University Level for which Chief Hill may apply for credit. He will be actively engaged in pursuing additional coursework after the first of the year. At the January 11, 2021 meeting, I am recommending that Council appoint Chief Hill to the position of Chief of Police. Formal request is included in the packet.

LT Laverenz has completed his basic leadership training. He performed well in the training and will be implementing practices and protocols suggested by Chief Hill to further the development of the department. This training provides for leadership continuity in the department in the absence of Chief Hill.

Christopher Graham was promoted to Corporal after excelling in a series of testing for the promotion. Currently, he is progressing through the leadership training as well, and is a welcome member to the departments command staff.

Officer's Benjamin Graham and Daniel Almiron completed their basic Academy training on December 19th and passed their P.O.S.T. testing on December 22nd. Both have begun their respective department Field Training program, a self-paced program designed to introduce to Burlington, become familiar with policy and procedure, and provide for training and experience here in Burlington. The FTO program is up to 16 weeks in length, which after successful completion both will be assigned to solo duties.

Staffing level is currently 5 sworn officers, with the department working to get at least one more recruit to the next Academy class. The Department will be at full staffing by year end (8 sworn officers).

Intergovernmental/Upcoming Events

- Budget and accompanying documents filed with DOLA, January 4, 2021
- Commissioner Meeting – Tuesday, January 12th
- BHA Meeting – Tuesday, January 12th, 11:30 A.M.
- Management Team Meeting – Virtual – Wednesdays 2:00 P.M.
- Health Department Meetings – Virtual – Thursdays 8:30 A.M.



Kit Carson County Department of Public Health and Environment
252 South 14th Street
Burlington, CO 80807
719-346-7158, ext. 412

MEDIA RELEASE

January 5, 2021

Release: IMMEDIATE

From: Dawn James, Kit Carson County Department of Public Health and Environment Director, PIO

COVID Positivity Rates and Dial Position

The Kit Carson County two week COVID positivity rate for December 21, 2020 through January 5, 2021 is 14%. There were 228 people tested with 32 positive cases. December 2020 month end report included 628 individuals who were tested and 126 who were positive with a one month positivity rate of 20%. In order to move to the yellow level on the Dial, Kit Carson County must maintain a positivity rate of 10% or less for two consecutive weeks.

The County continues to operate under the Orange Level of the Dial.

Vaccine

The first shipment of 100 doses of Moderna COVID vaccine arrived at the health department on December 22nd and all 100 doses have been administered to Phase 1a and 1b healthcare workers and frontline responders as well as Assisted Living Facility staff and residents at Aspen Leaf in Stratton and Flagler. As a part of the continued prioritization for our highest risk population, KCCDPHE will be providing the vaccine to the Legacy in Burlington on Friday, January 8th. Grace Manor Care Center is slated to receive their vaccine on Saturday, January 9th from a team coming from Walgreens.

An additional 200 doses of vaccine was received on December 29th and the health department continues to prioritize individuals in the Phase 1a and 1b categories.

Mass Immunization Points of Dispensing have been scheduled for individuals age 70 or older, Phase 1a and 1b frontline healthcare workers and responders. These include a wide variety of occupations including pharmacists, physician assistants, nurse practitioners, respiratory therapists, registered nurses, emergency managers, funeral home workers, mental health counselors, social workers, dentists, optometrists, physical therapists, audiologists, dental hygienists, radiology workers, EMTs and paramedics, laboratory workers, hearing aid specialists, correctional officers, police and firefighters, jailers, dispatchers, congregate living workers and residents to name a few.

Prioritization for the upcoming Points of Dispensing will only be for those individuals who are in the Phase 1a and 1b criteria (including anyone 70 or older). The Point of Dispensing (POD) will be at the Burlington Community Center on Wednesday, January 20th and Monday, January 25th. Both days will be from 9:00 a.m. to 4:00 p.m. The goal is to vaccinate 300 people per day. ***You must reserve a spot to***

receive vaccine – no one will receive the vaccine if they have not first received an appointment. No walk-ins will be accepted – no exceptions. If you fit one of the categories listed above, please contact the Health Department at 719-346-7158, ext. 432 to schedule your shot.

In addition to these two Mass Vaccination dates, the Health Department will be hosting COVID Vaccine Clinics on January 11, 13, and 18 from 10:00 a.m. to 3:30 p.m. Prioritization will still be given to those people who fit the Phase 1A and 1B populations. **You must reserve a spot for these dates as well – no one will receive the vaccine if they did not schedule an appointment. No walk-ins will be accepted – no exceptions.**

The reason we have to be so strict in scheduling appointments is because our county can only order 200 doses of vaccine every 2 weeks. Not a single dose can be wasted! Also, once a vial of vaccine is thawed out, it has to be used within 12 hours. Once a vial is opened for the first dose, the vial has to be completely distributed in 6 hours or it has to be thrown away. If the plans for distribution go as anticipated, it is likely that 800 doses will have been administered to Kit Carson County residents by the end of January (if enough vaccine supply is available from the State).

In the most recent prioritization schedule that the Governor's office released, it is anticipated that Phase 2 will not be allowed to begin until the middle or end of February. Phase 2 will include essential workers such as grocery workers, people with underlying chronic health conditions such as diabetes, cancer, heart disease, etc. A full list of the Phases and which portion of the population is included in each phase is available at [Vaccine for Coloradans | Colorado COVID-19 Updates](#).

Kit Carson County will follow the Phases as they are outlined, however, if it is apparent that everyone who wants to receive the vaccine in a particular phase is complete, if there is vaccine available, the vaccine will be made available to the next phase without regard to the estimated timing that has been posted to the CDPHE website. The goal is to get the vaccine to those who want it with as little delay as possible.

During Phase 2, people will be asked to make a reservation for the vaccine so none is wasted. Instructions on how to make a reservation will be given to the public. A link to the registration site will be released the week of January 11th. The registration process for Phase 2 will be done on-line as much as possible. **Please do not inquire about Phase 2 at this time. Please wait until the health department announces that they are ready to start that Phase and the on-line reservation system is fully up and running.** The announcement and how to make a reservation will be posted early next week in print media, on local radio stations, on the KCC website and on various Facebook pages.

Information about the vaccine, its development and safety is available at [COVID-19 vaccine | Colorado COVID-19 Updates](#). So far, of the 100 individuals who have received the vaccine in Kit Carson County, there have been no reported serious side effects. The most common side effect reported thus far is a mild headache lasting a day. Vaccine hesitancy is born out of not understanding the science, development, and safety of the vaccine. Millions in the United States have now received the COVID-19 vaccine and its safety and effectiveness continue to be demonstrated as very safe and highly effective (even against the new strain that has been recently detected).

Even if you receive a vaccine, you still need to use caution around others. The first dose of the vaccine provides about 40% protection. After the second dose, an individual has about 95% protection from COVID. You do not reach full protection until 30 days after receiving the second dose (the body takes that long to mount immunity). For Moderna recipients, the second dose is given 28 days after the first, so it will take about two months to be considered 95% “safe” from getting COVID. So, yes, masks will still be needed for a while longer after receiving the vaccine!

Even though the rates are showing some improvement, our county remains at a high level of positivity, and continues to be considered “High Risk”. Until enough of the population is immunized and herd immunity is achieved, it is important to continue to use all of the strategies that have been encouraged for the last 10 months. This includes limiting social gatherings to immediate family members only, not going into public buildings including churches, businesses and restaurants without taking the proper precautions needed and staying home when sick, or after being exposed to someone who is sick. Remember – a common symptom of COVID is reported by many as having cold-like symptoms. Even if you think it is no more than a cold and nothing to be concerned about – stay away from other people and take social distancing precautions until your symptoms are gone!

Local public health and the Kit Carson County Health Services District are partnering to get the vaccine to everyone who wants it. We are striving towards at least 70% of our eligible residents to be immunized in order to achieve the all-important herd immunity. We encourage everyone who is eligible to consider being immunized to help get this virus behind us. (Currently, no Moderna COVID vaccine will be given to anyone under 18 years old). Please consider being immunized against COVID when it is your turn. You will be protecting not only yourself, but those you love and will contribute to the long-awaited return to “normal” life in eastern Colorado.

END



To: City council members
From: Georgia Gilley, Clerk
Date: Jan. 11, 2021
Subject: Clerk's report

Liquor licenses

I just received paperwork to begin processing a transfer of ownership for a liquor license to the purchasers of the ALTA convenience store. Until the transfer is complete, CF Altitude LLC is requesting a 120-day temporary liquor license permit.

COVID-19

As of Monday, Jan. 4, the doors at City Hall have been reopened to public access. Those who enter are asked to wear a mask. We are limiting the number of people in the lobby at one time to two, which is intended to reduce exposure to COVID-19 to the public and staff.

We are still masking up when in the presence of others, washing our hands, distancing and sanitizing.

At the writing of this report, there are no city employees out due to COVID-19 isolation or quarantine.

