

**CITY OF BURLINGTON
KIT CARSON COUNTY
CITY COUNCIL
COUNTY COMMISSIONER
JOINT
WORK SESSION
AGENDA
11-2018
THE DISH ROOM
218 S LINCOLN STREET
June 11,2018
5:30 PM**

1 Call to Order

**2 Work Session
Unfinished Business**

- A. Review of Kit Carson County and City of Burlington Intergovernmental Agreement to Merge Public Health Agencies.

New Business

- A. Discussion on Dispatch and 911 telephone service MOU.
B. Discussion on Airport MOU.
C. Review of other MOU/contracts with County.
D. Discussion on complaints of nuisance at 1645 Colorado Avenue.

3 Reports from City Departments

Administrator- Jim Keehne- Report is in packet.

4 Council Comments

- A. Mayor Dale Franklin
B. Mike Halde
C. Mark Burghart
D. Kamron Weisshaar
E. Melvin Gilley
F. Harold McNerney
G. Greg Swiatkowski

5 Adjournment

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



June 11, 2018

City Administrator's Summary Report

May 29 – June 11, 2018

Administration

- Ongoing monitoring and testing continues for the Central Blending Plant and supporting Wells.
- Monthly water quality compliance report to be submitted to the State June 1st. There have been no elevated nitrate levels since we have placed the blending plant online and the report reflects this. We are still anticipating that public notification will be eliminated at the end of June.
- Pump at Well 11 failed, Downey Drilling contacted and pump has been replaced. Demand for potable water continues to rise. I have been in contact with Downey Drilling regarding this and are discussing schedule for re-drill, currently scheduled for week of July 9th. Should this be delayed, we will begin looking at re-scheduling for September to accommodate increased demand.
- The 2018 City of Burlington Street Seal and Chip Project will begin next week with a planning phase followed by implementation of the plan. Material for the project is on site and we await the arrival of B&H paving.
- The Consumer Confidence Report regarding water quality in Burlington has been drafted and posted in the paper and on web site. Report will be filed with State of Colorado this week.
- Working with VA Clinic to address ongoing building maintenance issues.

Operations

- Water/Wastewater and Water Quality Project Update – Ongoing regular testing is taking place to establish a solid baseline of nitrate levels and chlorine residual levels at the central blending plant. Ongoing testing of contributing wells is also being done with weekly sampling sent to the state for comparison purposes. Once the baseline has been established, monitoring the system over time will result in the removal of public notices.
 - Ongoing water quality testing continues, along with continuous monitoring of our chlorination of effluent from the wastewater treatment facility.
 - Ongoing distribution of Cross Contamination/Backflow Prevention Surveys taking place. This will be an ongoing process that will take us into the summer months.
 - Beginning processes for Legacy Drainage project which will entail all departments working together to address run-off issue as outlined in capital improvement plan
- Parks
 - Splash Park is open and receiving much use in the early warm weather we have been experiencing.
 - Swimming pool opened as planned and is also experiencing steady usage due to warm weather.
 - Working with streets on design of Rose Avenue Islands and to change from sprinkler system to drip system for vegetation. Have coordinated project with CDOT to ensure affordability and sustainability of this project.
 - Weekly mowing and maintenance of City owned properties underway.
 - Working with CDOT and Welcome Center to replace bathroom fixtures as needed, and trash cans throughout the property.
 - Coordinating efforts for Celebration of Summer (June 15-16) with Chamber and other City departments.

- Department does have one very strong applicant, who will be put through the testing procedure to ensure fit with Community and existing team. Once process is complete a conditional offer of employment will be made based upon successful completion of psychological, fitness, and P.O.S.T. Academy. Next Academy class is not until January 2019.

Old Town/Economic Development

- Summer Activities are underway with gun fights and can-can girls performing. Gearing up for the monthly Dinner show with the second month event already sold out for the Saturday show. A Friday night event is also being offered for the remainder of the season, which is also half booked.
- Celebration of Summer will be June 15th and 16th. Currently looking at opportunity to bring more people to Old Town for Friday night car show registration by bringing in a mobile drive in movie. Should be fun and drive a bit more business to the area. Coordinating efforts for COS with the Chamber.
- Rentals of facilities are picking up, although no weddings scheduled for July (as of yet).

Activities/Community Center

- Splash Park operational and seeing a great deal of usage early in the season.
- Pool is operational, slide has passed inspection, and facility has been used for Red Cross Lifeguard certification. Pool opened to public.
- Baseball, Softball, and T-Ball all underway. Some of the programs will be completed next week.
- Working with Parks on Island rehabilitation on Rose Avenue.
- Facility rentals picking up.
- Day Camps in full swing, also seeing increased participation.

IT

- Updating web site to include job descriptions and announcements for open positions
- Updated website to include new public notices regarding water project and annual Consumer Confidence Report
- Working with Chamber of Commerce to update business lists
- Further developing time keeping piece of Caselle for staff usage

Airport

- Fuel sales continue to be strong despite the spring heat and reduced crop spraying this year. More air traffic utilizing this airport.
- Maintenance activities such as mowing, painting, equipment maintenance, and general upkeep in full swing this time of year.
- Looking into acquisition of a used fuel truck, 2,000 gallons, to service the refueling of jets. Existing situation is dangerous and time consuming.
- The City has been approached by private entity desiring to erect up to three additional hangars (30x50). This will entail additional infrastructure work at apron areas. We are coordinating our efforts with Armstrong our Master Planners, to identify most likely area where this can be accommodated. This will assist the airport in being more self sufficient, as City would lease the footprint to the hanger owner on an annual basis, result in increased fuel sales, and additional airport traffic. I have even heard discussion on bringing a flight instructor in, to teach our future in the art of flying.



www.burlingtoncolo.com

415 15th Street Burlington, CO 80807 Phone 719-346-8652 Fax 719-346-8397

CITY CLERK/TREASURER REPORT
6-11-2018

Clerk

Liquor Licensing

- Renewals
 - Shopko
 - The Post Bar and Grille- All required documents have been filed. I am requesting approval from Council.

CIRSA

- Processed and issued several requests for special event coverage.
- Current claims being processed:
 - 3-7-2018- Electric Department-Switch- An inspection has been completed and we were notified that the replacement of the switch will be covered under our equipment breakdown policy.
- CIRSA renewal completed on 5-23-18.
 - Working on request for additional information.

Other

- Researching what other cities charge for all fees and business licensing.

Finance

Audit

- The audit was June 4-7 and it seems to have gone well. Lorraine was here on June 6th to help with the process. It looks like we will have the final results by the 1st of July.
 - I will be working on sets to improve our inventor processes.

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, in order to give the City of Burlington representation on the County Board of Health may declare vacancies in the County Board of Health and permit the vacancy to be filled by the City Council or representative thereof;

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.

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.

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.

Chairman, Kit Carson County
Board of County Commissioners

Mayor,
City of Burlington

Date

Date

Director, Kit Carson County
Department of Public Health and Environment

DISPATCH SERVICE AGREEMENT

This Agreement (the "Agreement") is made effective the 1st day of January 2015, 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, Colorado, 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 communications 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 collectively be 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 Nonemergency Dispatch Service," as defined by this Agreement, for the City;

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

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

WHEREAS, the K.C.C.S.O. provides emergency and non-emergency communication and 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 Nonemergency 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 Nonemergency Dispatch Service to the City. Emergency and Nonemergency Dispatch Service means emergency or nonemergency communication of any kind received by the 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 nonemergency dispatch communications subject to the terms and conditions set-forth in paragraph 6 below.
2. K.C.C.S.O. shall provide Emergency and Nonemergency Dispatch Service for the City for a period of five (5) years, commencing on January 1, 2015, and ending on December 31, 2019. The Parties shall, in good faith, begin negotiation of a new Dispatch Service Agreement in July of 2019.

3. In consideration of the County's promises and efforts under this Agreement, the City shall pay the County \$60,000.00 for the first year of this Agreement, apportioned equally and payable per month, said annual payments to increase successively by \$10,000.00 per year for the duration of the remaining four years of this Agreement. 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 be 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 Nonemergency 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 nonemergency services or any other direct, indirect, backup, or supplemental support or emergency medical-related service or protection, of any kind or nature, or be obligated to send any agent, officer, or employee to respond, in any way, to any call for emergency or nonemergency services not identified in this Agreement. Any additional services requested by the Parties shall be negotiated in good faith.
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 judgment and discretion, believes to be in its best interest.
6. This Agreement does not, and is not intended to, obligate or require the K.C.C.S.O. to be responsible for:
 - 6.1. handling animal calls or complaints inside City limits, including but not limited to, dog at large and lost pets, unless such calls require emergency medical service;
 - 6.2. monitoring any City alarm system after January 1, 2016;
 - 6.3. providing the City criminal suspect photo line-ups and criminal histories;
 - 6.4. providing the City dispatch audio recordings, and if requested by the City, the K.C.C.S.O. will bill at a rate of \$25.00 per incident;

- 6.5. providing the City any printing of dispatch related documents, and if requested by the City, the K.C.C.S.O. will bill at a rate of \$0.25 per page;
 - 6.6. providing the City inmate photos from the County jail, and if requested by the City, the K.C.C.S.O. will bill at the rate of \$10.00 per photo;
 - 6.7. providing the City with Code-Red and Reverse 911 calls for City residents, and if requested by the City, K.C.C.S.O. will bill at the flat rate of \$0.25 per call/per phone number initiated by K.C.C.S.O with the approval of the Sheriff.
 - 6.8. receiving calls from the City's crime stoppers hot-line (719-346-5332) after April 1, 2015.
7. 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.
 8. 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.
 9. 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 Nonemergency Dispatch Service.
 10. Previous agreements between the County and the City for dispatch services are rendered null and void upon signing this Agreement.
 11. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the Parties as follows:

 Kit Carson County: Kit Carson County Board of Commissioners
 Attn: Kit Carson County Administrator
 P.O. Box 160
 Burlington, CO80807

 City of Burlington: City of Burlington
 415 15th Street
 Burlington, CO 80807
 12. 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.

13. This Agreement shall not become effective prior to the 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.
14. If a court of competent jurisdiction finds a term, or condition, of this 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.
15. 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, Kerry Kennell, Mayor for the CITY, hereby acknowledges that he has been 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 27th day of January 2015.

WITNESS:

Shelly Cite

THE CITY OF BURLINGTON,

BY: Kerry Kennell

IN WITNESS WHEREOF, Gary L. Koop, Chairperson, Kit Carson County Board of Commissioners, hereby acknowledges that he has 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 28th day of January 2015.

WITNESS:

Susan Corliss

COUNTY OF KIT CARSON,

BY: G. L. Koop



IN WITNESS WHEREOF, Tom Ridman, in his official capacity as the KIT CARSON COUNTY SHERIFF, hereby concurs and accepts the terms and conditions of this Agreement on this 28 day of Jan, 2015.

WITNESS:

Susan Corliss

KIT CARSON COUNTY SHERIFF,

BY: Tom Ridman

KIT CARSON COUNTY
INTERGOVERNMENTAL AGREEMENT CONCERNING
THE IMPLEMENTATION OF AN "E911" TELEPHONE SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the following parties: Board of County Commissioners of the County of Kit Carson, a body politic and corporate hereinafter referred to as "County;" the City of Burlington, a municipal corporation and home rule city, hereinafter referred to as "Burlington;" the Town of Stratton, a municipal corporation, hereinafter referred to as "Stratton;" the Town of Seibert, a municipal corporation, hereinafter referred to as "Seibert;" the Town of Flagler, a municipal corporation, hereinafter referred to as "Flagler;" the Town of Bethune, a municipal corporation, hereinafter referred to as "Bethune;" the Town of Vona a municipal corporation hereinafter referred to as "Vona," all the above named entities within the State of Colorado.

WITNESSETH:

WHEREAS, pursuant to Article 11 of Title 29, Colorado Revised Statutes, as amended, the above-listed parties are delegated the power to enter into agreements for the purpose of providing emergency telephone service; and

WHEREAS, Part 2 of Article 1 of the Title 29, Colorado Revised Statues, as amended, encourages and authorizes agreements of this nature; and,

WHEREAS, it would serve the public welfare and be in the best interest of all the above-referenced parties to participate in the organization, administration and common use of a central emergency telephone service authority; and,

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) to establish a separate legal entity to be known as the "Kit Carson County Emergency Telephone Service Authority" (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program; and (2) to define the manner in which each of the parties will participate in the Authority;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. DEFINITIONS

The definitions for the terms "emergency telephone charge," "emergency telephone service," "emergency access facilities," "governing body," "public agency," "service supplier," "service user," and "tariff rates" as well as used in this Intergovernmental Agreement shall be the same as the definitions provided for those terms in Section 29-11-101, Colorado Revised Statutes, as amended.

II. GENERAL PROVISIONS

The parties hereby support a separate legal entity to be known as the "Kit Carson County Emergency Telephone Service Authority" (herein after referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program as described below. The operation of said emergency telephone service shall be as herein set forth.

III. KIT CARSON COUNTY EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

The governing board for the Authority shall consist of nine (9) members to be appointed by the Board of County Commissioners in the following manner:

1. One member shall be selected from each town, with each of the six towns in Kit Carson County (Burlington, Bethune, Stratton, Vona, Seibert, and Flagler) submitting one nominee.
2. One member shall be selected to be representative of Kit Carson County law enforcement, and may be either a member of the county sheriff's department, a member of any municipal police department in the county, or an officer or dispatcher of the Colorado State Patrol.
3. One member shall be representative of Kit Carson County emergency medical services.
4. One member shall be the Kit Carson County Emergency Preparedness Director
5. All persons appointed shall serve at the pleasure of the Board of County Commissioners, which shall also designate the member to serve as the Authority President and the member to serve as the Authority Secretary. The terms of all members shall be one year. All members are eligible for re-appointment to successive terms on the Authority Board and to successive terms as Officers of the Authority Board.
6. Nothing in this section shall preclude the towns as a group from determining by a simple majority vote of all the group's members the entities' collective choice for appointment. Upon written notification to the Board of County Commissioners of the majority's choice for appointment, the County Commissioners shall make the appointment in accord with the majority's choice.

IV. RULES AND REGULATIONS

The governing board for the Authority may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with Articles 1 and 11 of Title 29, Colorado Revised Statutes, as amended, and this Intergovernmental Agreement.

V. POWERS OF THE AUTHORITY

The parties hereto agree that the Authority shall be empowered with the authority to contract for the installation and operation of an emergency telephone service and may pay such costs by collecting an emergency telephone charge for such service in the service area which is within its jurisdiction and authorized by the Intergovernmental Agreement. The Authority is hereby authorized to collect an emergency telephone charge as provided by 29-11-102(2)(a), Colorado Revised Statutes, as amended, in an amount not to exceed one dollar per month (\$1.00) per month per exchange access facility or per wireless communications access in those portions of the service area for which emergency telephone service is to be provided. The funds so collected shall be spent solely to pay for the equipment costs, installation costs, costs directly related to the continued operation of an emergency telephone service and for the monthly recurring charges billed by the service supplier for the emergency telephone service. The funds so collected shall be credited to a cash fund separate and apart from the general fund of any of the public agency parties or the Authority under this Intergovernmental Agreement. Any funds remaining in the account at year end shall be carried over to the next succeeding year for the same

purposes in supplying emergency telephone service. If this agreement is ever discontinued by all parties hereto, any balance in the account shall be transferred to the general fund of the public agencies on a proportionate basis as to the contributions made by each respective public agency.

In addition, the Authority may do any other act as may be necessary for the provision of initial services and for the continued operation of the emergency telephone service; including, but not limited to, the ability to negotiate with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the users.

VII. BUDGET AND OPERATING COSTS

If and when the Authority believes that funds for administrative costs not paid by the emergency telephone charge are necessary, it shall prepare a budget and submit a budget request to the Board of County Commissioners by September 15 of each year that this Agreement is in effect.

The annual budget of the Authority shall not exceed Two Thousand Dollars (\$2,000), plus the costs of an annual audit and insurance and bonds.

The Board of County Commissioners shall consider funding the budget request in the County's annual appropriation.

VIII. FUNDS AND OPERATIONS

The various monies paid into the Authority by the parties hereto, for administrative costs pursuant to Section VII, shall be used by the Authority solely for administrative costs. Further, the various monies paid into the Authority pursuant to the uniform charge per exchange access facility shall be collected by the service supplier and the parties hereto shall have no obligation to collect this uniform charge or to remit such monies to the authority. These monies shall be placed in a separate designated cash fund and shall be paid from said fund only for installation costs, equipment costs, costs directly related to the continued operation of an emergency telephone service, and for the emergency telephone service.

No disbursement shall be made from the funds of the Authority except by check and unless a verified claim for service or commodities actually rendered or delivered has been first submitted and approved for payment by the Authority, said approval being evidenced by the President and Secretary of said Authority.

The Authority shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Authority, with which to pay, or repay, the same; or unless the Board of County Commissioners by an action on the official record of its proceedings, shall have agreed to act as surety or guarantor for such payment or repayment.

The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.

IX. BOOKS AND RECORDS

The Authority shall maintain adequate and correct accounts of their funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an

independent certified public accountant licensed to practice in the State of Colorado. The Authority shall file a copy of said audit with the governing bodies of the respective parties hereto.

Nothing in this section shall require the Authority to independently keep its records and accounts (separate and apart from the other records and accounts of Kit Carson County), nor to conduct its annual audit independently of the annual Kit Carson County audit, unless it shall choose to do so.

X. REPORTS

Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the respective town boards of trustees/town councils and the Board of County Commissioners, a comprehensive annual report of the Authority's activities and finances during the preceding year.

The Authority shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal and/or state officials or to whom such report is required to be made in the course and operation of the Kit Carson County Emergency Telephone Service Authority.

The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

XI. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all parties listed herein, and shall continue in full force and effect, subject to amendments, or until sooner terminated by a majority of the parties hereto.

B. Any party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority at least one hundred eighty (180) days prior to January 1 of any given year. Upon termination such party shall forfeit all right, title and interest in and to any property acquired by the Authority.

C. Upon termination by mutual agreement of a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this agreement.

XII. AMENDMENT

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by the majority of the parties hereto.

XIII. LIABILITY OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the governing board for the Authority and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance to provide coverage for the governing board members and the Authority against suit or suits which may be brought against said members of the board or Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the members of the Authority board.

XIV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application hereof to any party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

IT WITNESS WHEREOF, the parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinbefore set forth.

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF KIT CARSON

Dave Gwyn, Chairman Date

ATTEST:

Kit Carson County Clerk

CITY OF BURLINGTON

By _____
Mayor Date

ATTEST:

Town Clerk

TOWN OF STRATTON

By _____
Mayor Date

ATTEST:

Town Clerk

TOWN OF SEIBERT

By _____
Mayor Date

ATTEST:

Town Clerk

TOWN OF FLAGLER

By _____
Mayor Date

ATTEST:

Town Clerk

TOWN OF BETHUNE

By _____
Mayor Date

ATTEST:

Town Clerk

TOWN OF VONA

By _____
Mayor Date

ATTEST:

Town Clerk

**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 \$2,060.00 (paid half by County, half by City). Should fee rise above \$2,060 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:

Dale Franklin

Dale Franklin, Mayor

3-12-18

Date

Kit Carson County Commissioners:

Dave Hornung

Dave Hornung, Chairman

Gary Koop

Gary Koop, Commissioner

Cory Wall

Cory Wall, Commissioner

3-7-18

Date



ATTEST:

Susan Corliss

Susan Corliss

Kit Carson County Clerk

