

CITY OF BURLINGTON  
KIT CARSON COUNTY  
CITY COUNCIL  
REGULAR MEETING  
AGENDA  
3-2021  
COMMUNITY CENTER  
Recreation Room  
340 S. 14<sup>th</sup> St.  
February 8, 2021  
6:30 p.m.

Live public streaming available – 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 January 25 meeting minutes
4. **Public comment**
5. **Public hearings – none**
6. **Unfinished business**
7. **New business**
  - A. Approval of mayor's signature on the Grant Award Letter – Summary of Grant Award Terms and Conditions. This grant's purpose is Airfield Pavement Maintenance.
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**

**January 25, 2021**

**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](http://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

Rol Hudler, Economic Development

Daniel Melia, Airport

Nate Hill, Police Dept.

Becky Castillo, Treasurer

Tyson Weisberg, Activities

**2. Pledge of Allegiance**

**3. Consent Agenda**

**A. Approval of the January 11, 2021 meeting minutes**

Motion by Carter and second from Hernandez to approve the January 11, 2021 meeting minutes.  
Motion passed unanimously.

**4. Public comment – none**

**5. Public hearing – none**

**6. Unfinished Business – none**

**7. New Business**

**A. Approval to provide utility services of water, sewer and electricity to property outside, but adjacent to city limits, and to include a water service allowance of a 1½” tap.**

Keehne explained the property layout. Owner already has services to buildings erected on the city side of the property. Options were given, which included annexation of the property into the city or to move forward with providing services stemming from existing water, sewer and electrical lines already on the property. Providing services to this property would also allow the city an opportunity to replace an old water line feeding the area.

Motion by Carter and second from Weisshaar to provide utility services of water, sewer and electricity to property outside, but adjacent to, city limits, and to include a water service allowance of a 1½” tap.

Motion passed unanimously.

**8. Reports from city departments**

City department reports were in the council packet.

Keehne reviewed his report, indicating the 2021 budget previously sent to DOLA has been accepted and approved January 24, 2021. He went over the latest COVID-19 public release noting the positivity rates in the county were on a downward trend. Department heads are submitting goals and Gantt Charts are being created to help provide a timeline for achieving set goals. Two apprentice linemen were hired and will begin work in February.

There were no questions from council members.

**9. Council comments – none**

**10. Adjournment**

With a motion by Carter and second from Weisshaar, the meeting adjourned at 7:06 p.m.

Motion passed.

\_\_\_\_\_  
Greg Swiatkowski, Mayor

ATTEST:

\_\_\_\_\_  
Georgia Gilley, City Clerk

DRAFT

**GRANT AWARD LETTER**  
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Grant Amount</b> State: <span style="float: right;"><b>\$250,000.00</b></span>
<b>Grantee</b> City of Burlington	
<b>Grant Issuance Date</b> The Effective Date	
<b>Grant Expiration Date</b> June 30, 2024	<b>Local Match Amount</b> Local: <span style="float: right;"><b>\$27,778.00</b></span>
<b>Grant Authority</b> Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
<b>Grant Purpose</b> Element A: Airfield Pavement Maintenance	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter  In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE</b> City of Burlington</p> <hr/> <p>By: Greg Swiatkowski, City of Burlington Mayor</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation</p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;"><b>SECOND GRANTEE – If Needed</b></p> <hr/> <p>By: Print Name &amp; Title of Person Signing for Grantee</p> <p>Date: _____</p>	
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Department of Transportation Lori Copeland, Accounting Controller</p> <p>Effective Date: _____</p>	

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”

The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

## 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit A.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

## 6. PAYMENTS TO GRANTEE

### A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

### B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

### C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

### D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal



modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

**7. REPORTING - NOTIFICATION**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**8. GRANTEE RECORDS**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**9. CONFIDENTIAL INFORMATION - STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**10. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**11. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**12. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant

Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

### 13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

### 14. NOTICES and REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

#### For the State:

Kaitlyn Westendorf, Aviation Planner  
 CDOT-Aeronautics  
 5126 Front Range Parkway  
 Watkins, CO 80137  
 kaitlyn.westendorf@state.co.us

#### For Grantee:

Daniel Melia, Manager  
 Burlington-Kit Carson County Airport  
 14111 US Hwy 385  
 Burlington, CO 80807  
 daniel.melia@burlingtoncolo.com

### 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

### 16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### 17. GENERAL PROVISIONS

#### A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

#### B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

**D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

**E. Statutes, Regulations, Fiscal Rules, and Other Authority**

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**G. Severability**

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

**H. Survival of Certain Grant Award Letter Terms**

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

**I. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**J. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION**



**Colorado Division of Aeronautics  
 Discretionary Aviation Grant Application**

APPLICANT INFORMATION		
<b>APPLICANT SPONSOR:</b> City of Burlington	<b>AIRPORT:</b> Burlington-Kit Carson County	<b>IDENTIFIER:</b> ITR
<b>PROJECT DIRECTOR:</b> Daniel Melia		
<b>MAILING ADDRESS:</b> Burlington Colorado 14111 U.S. Hwy 385 Burlington, CO 80807	<b>EMAIL ADDRESS:</b>	daniel.melia@burlingtoncolo.com
	<b>PHONE NUMBER:</b>	(719) 342-5352

GRANT NAME AND TERMS		
<b>21-ITR-01</b>	<b>TERMS</b>	
	<b>Execution Date:</b>	<b>Expiration Date:</b> June 30, 2024

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$250,000.00
Local Cash:	\$27,778.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
<b>Total Project Funding:</b>	<b>\$277,778.00</b>

**PROJECT SCHEDULE & BUDGET**

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Airfield Pavement Maintenance	\$250,000.00	Up to 90.00%	\$27,778.00	10.00%	\$0.00	0.00%	\$277,778.00
<b>TOTALS</b>	<b>\$250,000.00</b>		<b>\$27,778.00</b>		<b>\$0.00</b>		<b>\$277,778.00</b>

**EXHIBIT B, RESOLUTION**

**RESOLUTION**

**WHEREAS:**

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The **City of Burlington**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Burlington** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

**FURTHER BE IT RESOLVED:**

That the **City of Burlington** hereby designates **Daniel Melia** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

**FURTHER:**

The **City of Burlington** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

**FINALLY:**

The **City of Burlington** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Greg Swiatkowski, City of Burlington Mayor

Date: \_\_\_\_\_

**EXHIBIT C, GRANT ASSURANCES**

**Airport Sponsor Assurances for  
 Colorado Discretionary Aviation Grant Funding**

Approved by CAB January 22, 2018

**I. APPLICABILITY**

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

**II. DURATION**

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

**III. COMPLIANCE**

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

**IV. AIRPORT SPONSOR GRANT ASSURANCES**

- 1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
- 2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
- 4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited



**EXHIBIT D, SAMPLE OPTION LETTER**

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Funding State: \$0.00 Modifications Option Letter 1 \$0.00 Option Letter 2 \$0.00 Option Letter 3 \$0.00 Option Letter 4 \$0.00 Modified Agreement Maximum Amount \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month Day, Year <b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

**3. OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. <b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD
By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director	By: _____ Department of Transportation Lori Copeland, Accounting Controller
Date: _____	Option Effective Date: _____



February 8, 2021

## City Administrator's Summary Report

January 25-February 8, 2021

### Administration

- Currently, we are one year 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 with 700 doses administered in Kit Carson County. Note that the positivity rate for January dropped to 14.3% and over the last two weeks is at 8.7%, below the 10% threshold. The County Health Department has requested to the state the ability to dial back to yellow on the dial. This would allow for increased seating capacity in restaurants, increase capacity in gyms and increased seating capacity at indoor events. Hopefully, we get word on this today, and if approved this will be our last virtual meeting. I know that I am looking forward to in person meetings moving forward.  
Worldwide there have been over 105 million persons infected by the virus, with over 2.25 million reported deaths attributed to the infection. 25.6% (27 million) of all reported cases have occurred in the U.S. which has also reported over 455,000 attributable deaths. Colorado has experienced over 400,000 confirmed cases. As of February 4, Kit Carson County has reported 508 positive cases, up 25 cases in the last two weeks, and mortality of ten persons.
- The Burlington Housing Authority will meet virtually February 9, 2021, where financial reporting and bill payment will take place. Additionally, all policies that still need to be reviewed will be completed and the newly updated ACOP will be adopted and submitted to HUD for review and acceptance.
- Gantt Charts have been completed and distributed to all departments. The charts will be utilized to track projects in the queue and placed on a timeline to ensure we are meeting our goals. Charts will be updated weekly. When we next meet in person, will provide you each with existing charts and an overview of projects.
- It was reported that Oil prices are rising at a very quick pace, causing us to look at City operations and purchases to ensure we are able to operate within our budget parameters. This being said, we are currently exploring ways to purchase operating supplies in bulk, to be utilized throughout the year. Additionally, we are paying close attention to oil prices and market to gauge where we will be budget wise by year end. Research has indicated that oil prices have hit a one (1) year high this last week as OPEC producers pledge to clear a pandemic driven surplus and global inventory decline (Bloomberg), a key indicator that suggesting crude is set to retreat. Citigroup reported that OPEC continues to drain oil surplus and that inventories are dropping in China and in key storage facilities in U.S. where inventory is below the 5-year average. All the pundits are stating that supply and demand for oil is re-balancing and that oil consumption world-wide is poised to return to 2019 levels by year end.  
This means that short term, we will see oil prices rising and leveling off several times before year end. One year ago, crude prices per barrel were \$110.02, bottoming out in April at \$13.62. Since then, prices rose steadily to \$42.76 in September, falling in October/November to \$36.81, and recovering to where we are today at \$55.69. Note that the decline in prices has coincided with surges with the pandemic. We can expect to see oil and fuel prices to return to pre-pandemic levels by year end.

- Streets
  - Street sweeping underway.
  - Pothole repair and maintenance in process.
  - Grading and cleaning of alleys underway.
  - Equipment maintenance
  - Bid specs published for backhoe/front end loader lease.

- Electric

Our top two candidates for apprentice/lineman positions have accepted the positions. One will start work on February 15, the other February 22<sup>nd</sup>. This places our electric crew at full staff and capable of completing all tasks they have on their plate for 2021. Both new hires will continue in the Merchant Program during their tenure here, with the goal of becoming journeymen linemen at program completion.

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 (once they arrive). We are working with Atwell to get work scheduled sooner if possible.

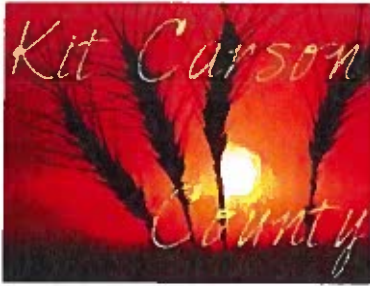
- Started installing LED lights on Lincoln and Rose. LED lights require less energy, are longer lasting, and brighter. Installation will result in reduction to energy loss and savings to the City.
- Continuing work with Damien Berger, Electrical Engineer from Atwell on design needed to take load off West Loop.
- Consulted with Atwell as to what needs to be done to East Loop to reduce outages. It has been determined that line sag is the issue and department is currently planning to reduce line sag.
- Bid specs published for Bucket truck acquisition.
- Bid specs published for tree trimming services.

## Public Safety

The police department has two officers in the Field Training and Evaluation Program. Both Officers are progressing well and becoming familiar with Burlington and the services the department provides. The department also has a new officer currently attending the Basic Peace Officer Academy at Otero Junior College. Anticipated graduation from the Academy is Early May. The goal of the department is to be at full staff by year end which will require the acquisition of another officer. Processes are currently in the works to accomplish this.

## Intergovernmental/Upcoming Events

- BHA Meeting – Tuesday, February 9, 2021 – Virtual, 11:30 A.M.
- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Health Department Meetings – Virtual – Thursdays 8:30 A.M.
- City Council – Monday, February 22, 2021 – Live at Community Center, 6:30 P.M.



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

**MEDIA RELEASE**

**February 2, 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 COVID positivity rate for January 1 – January 31, 2021 was 14.3%. 391 people were tested and 56 were positive. The two week period of January 17 – January 31<sup>st</sup> had a positivity rate of 8.7% with 149 being tested and 13 were positive. The Cumulative Incidence Rate for the past two weeks is 182:100,000. According to the Dial Framework as it stands today, the Orange Level includes a Cumulative Positivity Rate of 175 – 350:100,000; a positivity rate of no more than 10% and a stable or declining trend in hospitalizations for a two week period of time. These metrics demonstrate that Kit Carson County continues to fall in the Orange Level of the Dial.

However, a proposal that the Colorado Dept. of Public Health and Environment has been made is to begin looking at a 7 day rather than a 14 day average for these metrics. If that proposal is approved and we look at the last 7 day numbers, Kit Carson County's Cumulative Incidence rate for the week of January 24 – January 31 is 84:100,000, the positivity rate was 10% and the hospital's data continued to be stable. Should the new Dial parameters be implemented by the State, the Director of Public Health will make the recommendation for Kit Carson County to move from the Orange level to the Yellow level. This change will be discussed with the Kit Carson County Board of Health at their regularly scheduled meeting on February 3, 2021. Should the decision to make a recommendation to CDPHE to change to the Dial level yellow, it will be announced via social media pages.

Changing to Level Yellow allows more flexibility associated with school-related activities and would open more seating ability for local restaurants. There will still be social distancing, face mask and crowd size requirements. Restaurants could increase their seating capacity to 50% from 25%; Last Call would be increased to 11:00 pm; gyms and fitness centers could increase to 50% capacity; indoor seated events would increase to 50% capacity, or allow up to 100 people maximum (using the space calculator).

**Hospital Data:**

**1/18/2021 to 2/1/2021 COVID-19 Utilization (submitted by Katie Dobler, KCCHSD PIO)**

Emergency Department 14%, down 8% from the previous 2 weeks.

Acute Care 0%, down 14% from the previous 2 weeks.

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).

Protect yourself and your loved ones from misinformation about the COVID-19 vaccines. Get your vaccine information from trusted resources and share it with your family. Get the COVID-19 vaccine facts at [COCovidVaccine.org](https://COCovidVaccine.org) #VaccineFactsCO. Please consider being immunized against COVID when it is your turn.

END



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To: City council members  
From: Georgia Gilley, Clerk  
Date: Feb. 8, 2021  
Subject: Clerk's report

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### **General office**

Caselle, the city's accounting software company, is offering free webinars geared for new employees or employees changing positions. Topics covered include cash receipting, accounts payable, payroll, utility management and general ledger. Courses begin this week.

I am refreshing the city's new employee and health insurance packets. It will be a work in process while I learn what each department requires for its employees, such as equipment, keys, cell phones, laptops, etc.

After receiving the annual letter to file an MIS report regarding random drug testing for public transit employees, which is the Outback Express, I initiated contact with Linda De Herrera, who has since provided me with resources about how and when to notify employees of drug/alcohol tests, which reports to keep on file, and how to prepare for future audits.

After filing a claim with CIRSA in January for the roof damage on an Old Town exhibit building, adjuster Craig Stevens came to evaluate the damage Monday, Feb. 1. The ridge cap needs to be replaced, and he estimates it will cost approximately \$815. The deductible is \$1,000.

I'm looking forward to meeting and onboarding the two new electric department employees. As it stands, one will start Feb. 18, and the other one begins Feb. 22.

### **Liquor licenses**

One establishment has picked up an application for a new liquor license. Now is a good time to do so, since the state waived their \$1,550 application fee.

### **COVID-19**

At the time of this report, there are no city employees out due to COVID-19 isolation or quarantine. We continue to mask up, wash up, stay distanced and sanitize.