



**BURLINGTON CITY COUNCIL
REGULAR MEETING
Community Center
340 S. 14th St., Room A
April 11, 2022 – 6:30 p.m.**

Live public streaming available at
<https://www.burlingtoncolo.com/virtualcouncilmeeting>

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll call

Greg Swiatkowski, Mayor
Kamron Weisshaar, mayor pro tem
Mark Burghart

Melvin Gilley
Adrian Hernandez

Brent Carter
Troy Schultz

4. Review and Approve Agenda (*address revisions*)

5. 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 March 28 meeting minutes.

6. Reorganization of City Council

A. Recognition of outgoing council members

B. City attorney to swear in new council members – Lana Mireles, Dale Franklin, Paul Velasco to four-year terms

C. Mayor pre tem appointment

D. Council appointments – city attorney Michael Grinnan; city administrator Jim Keehne; city clerk Georgia Gilley; city treasurer Becky Castillo.

7. Public comment (*Comment is limited to 3 minutes.*)

8. Public hearings – none

9. Unfinished business

A. Black Hills Energy franchise agreement – second reading of title only

10. New business

A. Authorize mayor's signature on Ordinance 969 – Black Hills Energy franchise agreement

B. Award bid for generator at blending plant.

C. Discussion about elected official training at the April 25 meeting (5:30 p.m.)

11. Reports from city departments

Administrator – Jim Keehne

Clerk – Georgia Gilley

12. Council comments

13. Adjournment

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

**BURLINGTON CITY COUNCIL
WORK SESSION MEETING MINUTES
County of Kit Carson
State of Colorado
Burlington Community and Education Center
340 S. 14th St., Main Conference Room
March 28, 2022
6:30 p.m.**

1. Call to order

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

2. Pledge of Allegiance

3. Roll Call

Council members present:

Greg Swiatkowski, Mayor	Melvin Gilley	Adrian Hernandez
Kamron Weisshaar, mayor pro tem	Troy Schultz	

Council members absent:

Brent Carter, Mark Burghart

Staff/Officials present:

Jim Keehne, Administrator	Daniel Melia, Airport
Georgia Gilley, Clerk	Rol Hudler, Economic Development
Becky Castillo, Treasurer	Police Chief Nate Hill
Mike Grinnan, City Attorney	Nikki Wall, Old Town
Tyson Weisshaar, Activities Director	

Members of the public:

Carol Lucas
Glenn Lucas
Lana Mireles

4. Review and Approve Agenda

Keehne asked to add an executive session to the agenda after Reports from City Department (Item 10) and before Council Comments (Item 11).

Motion by Schultz and second from Hernandez to approve the agenda changes. Motion passed unanimously.

Swiatkowski: Aye		
Burghart: Absent	Gilley: Absent	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

5. Consent Agenda

A. Approval of the March 14, 2022, meeting minutes

Motion by Schultz and second from Weisshaar to approve the March 14, 2022, meeting minutes as presented. Motion passed unanimously.

Swiatkowski: Aye		
Burghart: Absent	Gilley: Absent	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

- 6. **Public comment** – None.
- 7. **Public hearings** – None.
- 8. **Unfinished Business**

A. Discussion on proposed Ordinance 970 – An Ordinance of the City of Burlington Amending Title 5, to Include Chapter 15, of the Burlington Municipal Code Regulating and Taxing the Sale of Adult Use Marijuana and Amending Title 9 Chapter 4 to Delete Sections 4.020 and Amending Section 4.022.

Keehne indicated this proposed ordinance includes public comments made at the public hearing held Feb. 28. Keehne noted changes to address churches, hotels, site plans. He briefly mentioned the public hearing process, application and license fees and hours of operation. Keehne stated the tax rate could not move up to 10 percent unless it was by vote of the people. He asked Council if they had any questions, thoughts or concerns about the proposed ordinance. Weisshaar asked if the revisions still reflect a neutral stance by the City or if there would be a chance someone could claim the City is making it more difficult for marijuana establishments. Keehne indicated it would not confine what is already in there. Schultz said he no other points of discussion. No action was taken.

9. New Business

A. Carol Lucas – concern over power outages

Carol Lucas indicated the power outages are burning up people’s electronics and appliances on Pomeroy Street, where she lives. Wonders if the city can do something about the outages. Keehne explained what happens when we have heavy snow fall and that when there are high winds, the power lines begin ‘galloping’ and end up touching each other, causing electrical flickers. Schultz expressed that he understood what she was saying and wondered if there was a way to look into the situation. Weisshaar understands the frustrations and wanted to mention that we have been taking steps to mitigate the issue as best we can with tree trimming, having an engineer look at the issue, and he also mentioned the cost factor of putting in underground lines. Keehne indicated the city could look for some answers to these questions.

B. Approve mayor’s signature on CEBT contract renewal for employee healthcare program

Keehne noted the contract renewal reflects a 2 percent increase over last year, which will be offset by a rebate to be determined in August.

Motion by Schultz and second from Weisshaar to approve the mayor’s signature on CEBT contract renewal for employee healthcare. Motion passed unanimously.

Swiatkowski: Aye		
Burghart: Absent	Gilley: Absent	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

C. Award bid for mower at airport

Keehne reported there was one bid submitted for a mower needed at the airport. 21st Century submitted a bid in the amount of \$10,881.76, which is under the amount appropriated in the 2022 budget for the mower purchase.

Motion by Weisshaar and second from Hernandez to award the mower bid to 21st Century for \$10,881.76. Motion passed unanimously.

Swiatkowski: Aye		
Burghart: Absent	Gilley: Absent	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

D. Discussion on Black Hills Energy franchise agreement – first reading by title only

Keehne noted there are no major changes to terms of this new 20-year agreement and are consistent with the expiring agreement. Keehne read the title to the Black Hills Energy franchise agreement, which is proposed Ordinance 969. The title read is as follows:

Ordinance 969 – An Ordinance granting Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, its lessees, successors and assigns, and extend a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Burlington, Colorado.

No action was taken.

E. Discuss potential use of city property adjacent to community center for childcare purposes

Keehne reported he was approached to attend a meeting with a group of people wanting to put a daycare center in Burlington. They asked about locations, city-owned lots and infrastructure. Keehne advised Council that there are city-owned lots east of the community center that has utilities close by. The group’s idea is to construct an 8,000 to 10,000 building. Weisshaar indicated the city is not utilizing the lots. Schultz stated that having the lots would help the group move forward.

No action was taken.

F. Quit Claim Deed of real property to City

Keehne reported the City acquired a small parcel of land when Judy Standley and Tony Parmer signed a Quit Claim Deed to the City for “a 3’ x 1094.3’ tract in Parmer Second Commercial Addition, Burlington”. This parcel borders the alley north of Frank Street from Mike Lounge Drive west. Grinnan added that the deed had been filed with the Kit Carson County Clerk and Recorder.

No action was taken.

10. Reports from city departments

Written reports were provided in council packets and brief verbal reviews were given by staff.

Added agenda item:

Executive session for discussion of a personnel matter pursuant to C.R.S. 24-6-402(2)(f).

At 7:50 p.m., Mayor Swiatkowski asked for a motion to adjourn the regular meeting and enter into an executive session for discussion of a personnel matter under C.R.S. 24-6-402(2)(f).

Motion by Weisshaar and second from Hernandez to adjourn the regular session and move into executive session pursuant to C.R.S. 24-6-402(2)(f). Motion passed unanimously.

Burghart: Absent	Gilley: Aye	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

Executive session was adjourned at 8:06 p.m., and Council readjourned regular session at 8:07 p.m. by motion by Schultz and second from Hernandez to readjourn the regular session. Motion passed unanimously.

Burghart: Absent	Gilley: Aye	Hernandez: Aye
Weisshaar: Aye	Carter: Absent	Schultz: Aye

11. Council comments – none

12. Adjournment

With a motion by Schultz and second from Hernandez, the meeting adjourned at 8:08 p.m.
Motion passed unanimously.

Burghart: Absent
Weisshaar: Aye

Gilley: Aye
Carter: Absent

Hernandez: Aye
Schultz: Aye

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

DRAFT

Ordinance No. 969

**An Ordinance granting Black Hills Colorado Gas, Inc.
d/b/a Black Hills Energy, its lessees, successors and assigns,
a natural gas franchise and the authority to construct, operate, maintain, and extend
a natural gas distribution plant and system, and granting the right to use the streets, alleys,
and other public places within the present or future corporate limits of the
City of Burlington, Colorado**

Be it ordained by the City Council of the City of Burlington, Colorado, as follows:

FRANCHISE GRANTED

The City of Burlington, Colorado (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills Colorado Gas, Inc. d/b/a Black Hills Energy, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

This franchise shall take effect on the first day of the month following the date this Ordinance is finally approved by the Colorado Public Utilities Commission (the "Effective Date"), at which time Grantee will begin to collect the franchise fee set forth herein, and this franchise shall remain in effect for a period of twenty (20) years from the Effective Date of this Ordinance.

FRANCHISE FEES OR TAXES

In exchange for the franchise granted herein, Grantee shall collect from all customers located within the corporate limits of Grantor as depicted on the Map (as defined below) but not the City of Burlington and pay to Grantor an amount equal five percent (5%) of gross receipts Grantee derives from the sale, distribution or transportation of gas within the present of Grantor. Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the limits of Grantor, including, without limitation, excise taxes, occupation taxes,

licensing fees, or right-of-way permit fees, and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this Ordinance.

Grantee shall report and pay any amount payable under this Ordinance on a semi-annual basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the Grantor to Grantee.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor. In addition, Grantee may reduce the franchise fee payable for gas delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

Within ten (10) days of the date of this ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from Grantor of an updated Map including such annexed area, or (b) such time after Grantee's receipt from the Grantor of an updated Map including such annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee.

Grantor shall provide copies of annexation ordinances to Grantee on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the city as set forth above.

Grantor shall indemnify Grantee from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by Grantor or by Grantee, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Grantor shall have access to and the right to examine, during normal business hours, Grantee's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and

equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering reasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 805 of the City of Burlington, Colorado, is hereby repealed as of the Effective Date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

ACCEPTANCE

Upon final passage and approval of this Ordinance by Grantor, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the City Council, with the Clerk of the City of Burlington, Colorado. The Clerk of the City of Burlington, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Burlington, Colorado, this _____ day of _____, 20_____.

Greg Swiatkowski, Mayor

Attest:

Georgia Gilley, Clerk of City of Burlington, Colorado

2022 Capital Expenditure

Department: Water/Wastewater

Project: Emergency Generator – Blending Plant

In the 2022 Budget, a Capital Improvement Plan (CIP) was submitted for review, approval and adoption. Identified as a component of the plan by the Water Department was the acquisition of an 80KW natural gas powered generator needed to operate the blending plant during prolonged power outages, and tower maintenance. Budgeted for this acquisition was \$75,000.

The generator was put out for bid with bid openings occurring the end of March. One bid was submitted by Daniel Electric, Inc. of Burlington. Daniel Electric bid the following:

100 KW 3 phase 480 volt natural gas generator, 200 amp automatic transfer switch, conduit, wire, fittings, trenching, labor and State electrical permit.

A 100 KW generator was priced due to the inrush current of the 50 hp variable frequency drive installed at the blending plant as an 80KW would not provide adequate power.

Not included in the cost is a concrete pad, natural gas service of crane for installation.

Total cost of bid was \$72,500.

Lead time of switch is 20 weeks

Lead Time for generator is 43 weeks (placing arrival into 2023).

Staff proposes that the bid from Daniel Electric be accepted and the switch and generator be ordered now before pricing increases. As the City is responsible for bringing the gas line to the site and pouring the pad, an additional \$35,000 price tag, staff proposes to pay for the gas line extension, the concrete and the switch with this years funds and to include in next years budget the cost for the generator as that will be when it is delivered. We look to expend this year approximately \$52,250 and an additional \$55,000 next year.

ELECTED OFFICIAL TRAINING

WHEN

**APRIL 25th
5:30 – 7:00 PM**

WHERE

**COMMUNITY &
EDUCATION CENTER**

340 S. 14th Street, Burlington, CO 80807

TOPICS COVERED

- **Role of Public Officials**
- **Ethics**
- **Open Meetings**
- **Governing Body Meetings**
- **Managing Liability and Risk**
- **Quasi-Judicial Proceedings**

Benefitting:
INCUMBENT OFFICIALS
NEWLY ELECTED
OFFICIALS
APPOINTED OFFICIALS

NO COST

Join us for a 1.5 hour session with CIRSA General Counsel, Sam Light who will provide support and relevant information every elected official needs, to function effectively and lead in your community.

Light snacks and drinks provided.

Please RSVP to:
jlm.keehne@burlingtoncolo.com



April 11, 2022

City Administrator's Summary Report

March 28 – April 11, 2022

Administration

April 05, 2022 Municipal Election –

As all are aware, a municipal election was held April 05, 2022. On April 5th there were 2,134 registered voters residing in Burlington. 823 Ballots were cast in the election, as compared to 528 cast in the 2020 election, representing a 56% increase in voter turnout. Two questions appeared on the ballot, the first, a referred measure (Referendum A) to increase the sales and use tax in the city from the existing rate of 2.0% to 3.0% with all proceeds from such increase to be used for street maintenance and repair. This measure passed by a 62% to 38% margin. The second measure, an initiated measure (Initiative 1-B) to allow for the retail sale of marijuana within the boundaries of the city, and setting a special tax of 8% on all sales failed in the polls by a 31% to 69% margin. Additionally, three council seats were up for election. Only three individuals were on the ballot, Lana Mirales received 391 votes, Dale Franklin received 584 votes, and write in candidate Paul Velasco received 22 votes. Congratulations to you all and the entire community looks forward to your service. In reference to Colorado Revised Statute regarding election processes, elections may not be certified until 10 days after the election. As three council seats were open, and only three persons were on the ballot, results do not need to be certified for these positions, as our Charter states that an organizational meeting shall be held on the Monday following each regular City election.

The election complied with statutes pertaining to municipal elections and at this time, no person has filed any document contesting the results of the election. Again, results of the election will be certified 10 days after election. At the end of this week, when certified results are available the 1% tax measure will be filed with the Department of Revenue, after which all vendors in the City will be notified that as of July 01, 2022, collection of sales and use tax will be increased from 2% to 3%.

Policy Manual – As part of ongoing organizational development, and through the use of American Rescue Plan Act funding, we have begun work with Lexipol to update and bring into Federal and State compliance our Policy Manual (Personnel Management Manual). On March 31st, Georgia and I had our last session with Lexipol. Still left to do is to review all policies to ensure they are worded in such a way that is easily understood prior to dissemination. Additionally, all names and e-mail addresses for every employee and council member will be provided to Lexipol so that once we go live with our policy, we can distribute the information to every employee. Distribution will come in blocks which after review and testing, each employee will sign off that they have read and understood the policy. We hope to begin distribution within the next couple of weeks.

Health Care – Meeting with our health care provider CEBT, Tuesday, February 22nd to discuss rates for 2022-2023. Informed that our rates will increase July 1st by 2% across the board and we will likely see a rebate coming in August for the 2021-2022 period. This is excellent news in that if one watches the trends in health care costs you will see them rising around 10% a year. At the March 28th meeting the Mayor was authorized to sign the CEBT Renewal Agreement. Updates to our benefits are taking place at this time so that additional costs can be put into the Caselle system for accounting purposes.

Black Hills Franchise Agreement – Meeting with Michael Howe of Black Hills Energy regarding Franchise Agreement renewal. We are beginning the process for renewal of our franchise agreement which must be renewed by May of 2022. I do not foresee major changes to the initial agreement which is being reviewed at this time, and will be presented to you in the form of an ordinance at the March 28th council meeting ordinance, No. 969, was read by title only. Second reading by title only will be accomplished at the April 11th meeting, after which by formal motion mayor will be authorized to sign.

VA Clinic update – On Wednesday, March 23rd, Rol and I were part of a conference call with Kari Linker of Senator Hickenlooper’s office who provided information regarding the potential closure within the next 5 years of the VA Clinic in Burlington, Lamar and La Junta. This is up for vote in congress in January 2023, and if approved, all of these will be decommissioned by 2026. Present on the call were Candace Payne, and Kit Carson County Commissioners, all of which provided information regarding the need for the service in our area and what work needs to be done between now and the vote in order to keep our clinic open. We were told to write letters explaining the need to both Senators and Representatives from Colorado, and if possible, boost the numbers of veterans utilizing the services offered through the clinic. On March 30, 2022, Kari Linker advised us the commission that is tasked with review of potential closures has closed the online public comment section of the Federal Register. They will provide for other opportunities before their 2023 hearings. More to come on this issue.

Operations/Public Works

- **Water/Wastewater**
 - Daily well checks and testing.
 - Daily checks and maintenance at WWTP
 - Aerator repair at WWTP (cable repair), completed with aerator in service
 - Fixing leak at swimming pool
 - Interviewing candidates for water department

- **Parks**
 - Maintenance of facilities and equipment
 - Thatching of parks as prep for fertilization.
 - Cleaning and maintenance of bathrooms
 - Picking up parks after high winds experienced all week

- **Streets**
 - Alley maintenance.
 - Pothole repair and maintenance in process.
 - Equipment service and maintenance.
 - Blade Industrial park
 - Interview candidates for street department
 - Begin painting of crosswalks and parking areas downtown and school zones

- **Electric**
 - Working with Safeway to ensure they have adequate power at new store and to set transformers and wire.
 - Outages April
 - April 8th - Scheduled outage to replace downed pole caused by wind storm (2 hr)
 - Provide Service to Plains Tel on Martin Avenue

Intergovernmental/Upcoming Events

- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Election April 5th, Community Center – 7A-7P
- Community Meeting w/Deb Brown to discuss wants and vision in community
- Council Meeting – Monday, April 11th, 2022
 - Seat new Council Members
 - Ordinance 969 – Authorize signature
- Community Childcare meeting – April 12th Community Center
- Burlington Housing Authority Special Meeting – Friday, April 18th (Budget).
- Council Meeting – Monday, April 25, 2022 – 5:30 PM
 - Elected Official Training
 - First Quarter Financial Review
- Save the Date – CML 100th Annual Conference June 21-24 Breckenridge – please visit CML’s website for agenda and courses offered. Let me know if you are interested in attending so registration and payment can be made.



To: City council members
From: Georgia Gilley, Clerk
Date: April 11, 2022
Subject: Clerk's report to Council

Election recap:

It is over, and I am extremely happy to report everything went according to plan, and everyone involved did their part flawlessly.

- At the end of the day, 823 electors cast a ballot, whether in person or by absentee ballot. The total count of eligible voters was 2,134. This is a voter turnout of just over 38%.
- The next step is to do a canvass of the election after any UOCAVA ballots have a chance to arrive. There are only two that have not been returned. A total of three went out. The mayor and I will canvass the results Wednesday, April 13.
- Voters came in a steady flow, with lines forming several times during the day. There was less than one minute when no voters were in the voting area.
- Voters were able to register or update their address on Election Day, and many took advantage of this between the hours of 5 and 7 p.m. More help for registrations would have been beneficial, but it worked fine the way we implemented it.
- Five judges handled the line during the day, with two more coming at 4 p.m. to assist during the evening voter rush. This was of great help.
- Four judges performed the count, which lasted until close to 1 a.m. It took more time to put together the final paperwork and post results.
- We held educational meetings for the judges before the election to provide instruction on how to conduct the election and handle the voters. This was helpful for all of us to talk it out and be on the same page as far as establishing a flow and discuss potential circumstances.
- The judges indicated that adding the extra judges all day long would be helpful and speed up the voter's experience.

We completed the Pinnacol work comp audit for 2021-2022. This is where we provide payroll information for job classifications of our employees and payments made to contractors and subcontractors. The audit came back to show the City will receive a \$2,861 credit.

Let me know if you have any questions.

