



**BURLINGTON CITY COUNCIL
REGULAR MEETING
Community Center
340 S. 14th St., Room A
July 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

Lana Mireles

Brent Carter, mayor pro tem

Paul Velasco

Dale Franklin

Adrian Hernandez

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.

June 27, 2022 minutes

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

7. Public hearings – none

8. Unfinished business

A. Burlington Childcare Center Land Lease Agreement

9. New business

A. Authorize Mayor to sign Burlington Childcare Center Land Lease Agreement.

B. Discussion on reallocation of Conservation Trust Funds and American Rescue Plan Act funds

10. Reports from city departments

Administrator – Jim Keehne

11. Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402 (4)(a).

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
June 27, 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

Brent Carter, mayor pro tem

Dale Franklin

Troy Schultz

Council members absent: Adrian Hernandez, Lana Mireles, Paul Velasco

Staff/Officials present:

Jim Keehne, Administrator

Georgia Gilley, Clerk

Becky Castillo, Treasurer

Rol Hudler, Economic Development

Nate Hill, BPD

Mike Grinnan, City Attorney

Nick McCarty-Daniels

Others present:

None

4. Review and Approve Agenda

Keehne noted that he would like to add an executive session after Department Reports to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a).

Motion by Carter and second from Schultz to approve the agenda with the addition of the executive session.

Motion passed unanimously.

Mireles: Absent

Carter: Aye

Swiatkowski: Aye

Velasco: Absent

Schultz: Aye

Hernandez: Absent

Franklin: Aye

5. Consent Agenda

Motion by Schultz and second from Franklin to approve the June 27, 2022, minutes.

Motion passed unanimously.

Mireles: Absent

Carter: Aye

Swiatkowski: Aye

Velasco: Absent

Schultz: Aye

Hernandez: Absent

Franklin: Aye

6. Public comment – none

7. Public hearings

- A. Old Town Museum application for a special event permit for a dinner theater July 9, Pioneer Days August 20, and Winter Wonder Lights Dec. 2, 3, 10, 16, 17, 21, 22, 23.

Since there was no one present to object to the matter, the public hearing was not held.

8. Unfinished Business – none

9. New Business

- A. **Approve Old Town Museum application for a special event permit for a dinner theater July 9, Pioneer Days Aug. 20, and Winter Wonder Lights Dec. 2, 3, 10, 16, 17, 21, 22, 23**

Since no one had filed a remonstrance at city hall and Old Town had not experienced complications with any previous special event permits, staff recommended approval of the application.

Motion by Carter and second from Schultz to approve the Old Town Museum application for a special event permit for a dinner theater July 9, Pioneer Days Aug. 20, and Winter Wonder Lights Dec. 2, 3, 10, 16, 17, 21, 22, 23.

Motion passed unanimously.

Mireles: Absent	Velasco: Absent	Hernandez: Absent
Carter: Aye	Schultz: Aye	Franklin: Aye
Swiatkowski: Aye		

- B. **Go over 2023 Budget Planning Calendar**

Keehne reviewed the 2023 Budget Planning Calendar and noted the dates council members would need to take action.

- C. **Review May 2022 Financial Report**

Keehne presented the May 2022 report, noting that with 42 percent of the year expended, the City is right in line with budgeted expenditures and revenues.

10. Reports from city departments

Department managers present reviewed their written reports provided in the council packets.

Executive Session

At 7:49 p.m., Mayor Swiatkowski called for a motion to recess the regular meeting and move into executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a).

Motion by Carter and second from Schultz to recess the regular meeting and move into executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a).

Motion passed unanimously.

Mireles: Absent	Velasco: Absent	Hernandez: Absent
Carter: Aye	Schultz: Aye	Franklin: Aye
Swiatkowski: Aye		

Upon motion from Franklin and second from Carter, the executive session ended and the regular meeting reconvened at 8:06 p.m.

Motion passed unanimously.

Mireles: Absent

Velasco: Absent

Hernandez: Absent

Carter: Aye

Schultz: Aye

Franklin: Aye

Swiatkowski: Aye

11. Council comments – none

12. Adjournment

With a motion by Carter and second from Franklin, the meeting adjourned at 8:07 p.m.

Motion passed unanimously.

Mireles: Absent

Velasco: Absent

Hernandez: Absent

Carter: Aye

Schultz: Aye

Franklin: Aye

Swiatkowski: Aye

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

CITY OF BURLINGTON LAND LEASE AGREEMENT

THIS AGREEMENT, dated _____ day of _____, 2022, by and between the City of Burlington, Colorado, whose address is 415 15th Street, Burlington, CO 80807, party of the first part (hereinafter referred to as the "CITY"), and _____, whose address is _____, CO _____ party of the second part (hereinafter referred to as "LESSEE");

WITNESSETH:

WHEREAS, The CITY is owner of real property classified as exempt political subdivision land, known as Parcel 0000004350902, Lot 2, Yersin Subdivision, Burlington, Kit Carson County, Colorado 80807 (hereinafter referred to as S. 13th City Property); and

WHEREAS, LESSEE desires to lease real property for erection and maintenance at LESSEE's sole cost and expense a Child Care Facility on the premises known as S. 13th City Property (see legal description on Exhibit A attached) to be constructed of such material, size and design as shall be approved by City, and in compliance with Section 305.2, Group E, Day Care Facilities of the 2021 International Building Code; and

WHEREAS, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **DEMISED PREMISES:** The CITY hereby leases to LESSEE upon the terms and conditions herein provided, real property, located at South 13th Street, Burlington, Colorado, more fully described on Exhibit A attached hereto and incorporated by reference as set forth in full herein.

2. **TERM:** The CITY hereby leases the Leased Premises unto LESSEE for a period of Thirty (30) years. The initial Term of this Lease shall commence on the day construction is completed on Child Care Facility, _____ day of _____, 2022, and shall terminate without notice on the _____ day of _____, 2052 unless sooner terminated or extended as herein provided. The CITY grants unto LESSEE the exclusive right and option to renew or extend this Lease for one (1) ten (10) year period immediately following the original thirty (30) year lease term. Such option shall be exercised no later than ninety (90) days before the end of the original term. Exercise of such option to renew shall be in writing, but in no event shall LESSEE be entitled to renew the term hereof, even though such notice be timely given, unless LESSEE shall have timely performed all of its obligations hereunder and not be in default hereunder.

3. **LEASE:** This lease term will be reviewed and executed within 90 days prior to end of lease term.
 - A. The LESSEE agrees to lease the real property at the monthly rate of \$200.00 per lot, due quarterly throughout the first five (5) years of this Lease, but in no event shall it extend past December 31, 2027.

- B. The Lease will further be adjusted every five (5) years thereafter on January 1st of the subsequent year throughout the term of this lease and each five (5) year increment of any extended term. The adjustments will be calculated by determining the difference in the consumer price index for all urban consumers (or its closest successor index in the CITY's judgment) ("CPI-U") for the term of lease. In the event that the CPI-U is greater than the initial index, the lease for the following term shall be adjusted accordingly. In the event the CPI-U is no longer published, lease shall be adjusted in accordance with a comparable index as determined by the U.S. Department of Labor. In no event shall the adjustment exceed 15% of the preceding lease.
 - C. Any lease payment overdue for more than thirty (30) days will have an additional fee added to cover extra administrative costs. The additional fee will equal 10% of the current yearly lease payment. In the event the CITY is required to initiate any collection procedures or costs to collect any unpaid lease payment from LESSEE, the LESSEE shall pay all of the CITY's expenses in connection therewith, including reasonable attorney's fees and costs.
 - D. Electric service shall be provided through a CITY provided meter, City will bear all costs associated with extending lines, connection fees, tap fees, meter fees, and other fees associated with providing power to the site. LESSEE will bear all electrical costs associated with providing power from meter to facility, and monthly energy bills determined by usage.
 - E. Water service shall be provided through City water system. City will bear all costs associated with extending water lines, connection fees, tap fees, and any other fee associated with providing water to the site. LESSEE will bear all costs associated with water provisions from meter to facility, and monthly water bills determined by usage.
 - F. Sewer service shall be provided through City wastewater system. City will bear all costs with extending sewer main/line to property. LESSEE shall bear all costs associated with extending lines from sewer main to facility, and monthly wastewater bill.
4. **FACILITY CONSTRUCTION:** The parties do hereby agree that LESSEE shall erect and maintain, at LESSEE's sole expense, a Child Care Facility on the premises known as S. 13th Street City Property. The LESSEE shall only use the premises as a child care facility and for no other purpose.
- A. Lessee shall submit plans and specifications of LESSEE's proposed Child Care Facility to the CITY, and shall receive express written approval of said plans and specifications by CITY prior to commencement of any work, construction or erection of LESSEE's Child Care Facility.
 - B. LESSEE shall pay all costs of work, construction and erection and shall maintain LESSEE's Child Care Facility in good repair at all times.

- C. All construction, materials, and final Child Care Facility must be performed in compliance and meet 2021 International Building Code standards, rules, and regulations as described for 305.2, Group E of said code.
- D. LESSEE shall provide for, at its own expense, an adequate area for drop off, pick-up, and parking, with emphasis on safety. Area will be paved, and maintained by LESSEE.

5. **LIMITATIONS ON USE:**

- A. The Child Care Facility constructed by LESSEE may be occupied by LESSEE only, utilized as a Child Care Facility for the care and instruction of children in their care. The Child Care Facility must be licensed by the State of Colorado, maintaining said license, and operating in compliance with all rules and regulations surrounding this type of facility. Lessee shall have no right to utilize the Facility for purposes other than specifically allowed under this paragraph, and it is specifically understood the Child Care Facility shall not be used as living quarters, or storage of any item not directly related to Child Care Facility operation, without first obtaining the written approval from the CITY is cause for the CITY to immediately terminate this Lease, with notice or opportunity to cure.
- B. The storage and accumulation of flammable, explosive liquids or solids, waste, debris or other hazardous materials is not permitted on or within the grounds of the Day Care Facility.
- C. Parking of vehicles will be permitted in designated parking areas only. No on street parking will be allowed to ensure the safety of all persons utilizing the Child Care grounds.
- D. LESSEE shall not perform any acts or carry on any practices which may be a nuisance to the surrounding area, or residential area, and shall keep its building and the premises surrounding clean, and free from rubbish, dirt, snow and ice at all times, and shall not allow the same to become unsightly or cluttered.

6. **MAINTENANCE OBLIGATION:**

- A. LESSEE, at its expense, shall keep the Child Care Facility and grounds in good repair and maintenance, and in a safe, sanitary, orderly, and sightly condition, all at its own risk and expense.
- B. Snow removal from parking areas and sidewalks is the responsibility of the LESSEE. Snow removal may be performed by the CITY as a courtesy but is not an obligation of the CITY. The City may cease to provide snow removal to LESSEE or snow removal may not be provided on a particular occasion, at the CITY's sole discretion.

7. **LIENS:** LESSEE covenants and agrees not to permit any mechanic's or materialman's lien to foreclosed upon the Leased Land Parcel or the Facility thereupon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by a mechanic or materialman. LESSEE further covenants and agree to pay promptly when due all bills, debts and obligations incurred by it in connection with approved uses designated in the Lease upon the Leased Land Parcel, and not permit the same to become delinquent, and to suffer no lien, mortgage, judgment or execution to be filed against said property or improvements thereon which will be in any way an impairment of the rights of the CITY under this Lease.

8. **INDEMNIFICATION AND HOLD HARMLESS:**
 - A. LESSEE assumes the risk of loss or damage to the Child Care Facility and its contents, due to natural causes, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever.

 - B. LESSEE covenants and agrees that it will indemnify and save harmless the CITY from all demands, claims, costs, causes of action or judgements, and from all expenses that be incurred, in investigating or resisting the same, arising from or growing out of use of the Child Care Facility by LESSEE, its contractors, agents, members, stockholders, employees, invitees, servants, sub-tenants, successors and assigns, including attorney's fees and costs which may be imposed upon, incurred by, or asserted against the CITY by reason of any of the aforesaid.

9. **INSURANCE:** At all times during the Term of this Lease, LESSEE agrees that it will, at its own cost and expense, have and keep in force insurance with coverage for:
 - A. Public liability insurance in a reasonable amount as determined from time to time by the CITY and LESSEE but no less than \$150,000 per person and \$600,000 per occurrence or other limits as may be set for governments by the Colorado Governmental Immunity Act, as now enacted or hereafter amended. LESSEE shall name the CITY as an additional insured and agrees to indemnify the CITY against any and all liability for injuries to persons or damage to property caused by LESSEE negligent use or occupying of the lease premises. The CITY agrees to indemnify the LESSEE against any and all liability for injuries to persons or damage to the property caused by the CITY, or any of its employees' negligent acts while on the leased premises. LESSEE shall provide the CITY with copies of certificates of insurance demonstrating such coverage not later than the date of execution of this Lease and annually (January 1st) of each year thereafter, and upon occupancy of the Child Care Facility, which shall be updated upon all renewals and changes in coverage. The certificate(s) shall provide that the insurance may not be materially changed, altered, or canceled by the insurer without first giving ten (10) days written notice by Certified mail, return receipt requested, postage prepaid, properly addressed to the CITY as such address as the CITY may have heretofore furnished to the LESSEE.

LESSEE shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by LESSEE.

10. **COMPLIANCE WITH LAWS AND RULES AND REGULATIONS:** In occupying the real property and Child Care Facility, LESSEE shall comply with all laws, orders, rules, ordinances and regulations applicable to the occupancy of the property. LESSEE shall comply with State of Colorado Rules and Regulations surrounding Child Care Facilities.
11. **DEFAULT AND REMEDIES:** Events of default are defined as any one of the following under this Lease:
 - A. Failure by the LESSEE to pay any rent or other rent or additional rent during the term of this Lease within twenty (20) days after the same becomes due pursuant to this Lease; or
 - B. Failure by the LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed herein, for a period of twenty (20) days after written notice, specifying such failure and requesting that it be remedied shall be given to the LESSEE by the CITY unless the CITY shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be correct within the applicable period, the CITY shall not withhold its consent to an extension of such time corrective action can be instituted by the LESSEE within the applicable period and diligently pursued until the default is corrected. Such consent by the CITY shall not be unreasonably withheld.
 - C. Whenever any event of default referred to in this Section of this Lease shall have happened and be continuing, the CITY may, without any further demand or notice, take one or any combination of the following remedial steps:
 1. The CITY may terminate the Lease term and give notice to the LESSEE to vacate and surrender possession of the property within thirty (30) days of such notice and on such date all of the LESSEE's and CITY's rights and obligations under this Lease, except as expressly reserved, shall cease, the CITY's written notice shall operate as a notice to quit, and the CITY may proceed to recover possession of the property by any lawful means including re-entry and repossession; the obligation of the LESSEE to pay and the right of the CITY to recover all rents, additional rents and other charges accrued up to the time of termination or recovery and possession by the CITY, whichever is later, together with costs of collection, including attorney's fees and costs, shall survive termination of the Lease;

2. Without further notice, except as required by law, re-enter and take possession of the property and improvements thereon, or any part thereof, and repossess the same as the CITY's former property and expel the LESSEE and those claiming through or under the LESSEE and remove effects of either or both without being deemed guilty of any manner of trespass, without being deemed to have elected to terminate this Lease, and without prejudice to any remedies for arrears of rent, preceding breaches of covenants, or loss of profits; after re-entering and repossessing the property without terminating this Lease, the CITY may, from time to time, without terminating this lease, re-let the property or any part thereof on behalf of the LESSEE, and for such term or terms and at such rent or rents, and upon such other terms and conditions, as the CITY may deem advisable in its sole discretion, with the right to make alterations and repairs to the property.
3. In the event of default, the CITY may recover from the LESSEE:
 - a. That portion of rents and additional rents which would otherwise have been payable herein, during any period in which the LESSEE continues to occupy, use or possess the property; and
 - b. Rents and additional rents which would otherwise have been payable by the LESSEE herein during the remainder of the term of this Lease; and
 - c. Attorney's fees and costs and expenses for re-letting and improvements.

12. CANCELLATION OR TERMINATION:

- A. LESSEE may terminate the lease in the event that LESSEE is unable to continue operating facility, and in such event that it becomes necessary for LESSEE to close facility, so long as LESSEE gives at least six month notice to CITY, and so long as LESSEE has complied with all other terms of the lease, including Paragraph 12.D. In the event that LESSEE gives the requisite termination notice and complies with all other provisions of the Lease, LESSEE shall then be released from the LEASE agreement without penalty or provisions as spelled out in Article 11 outlined above.
- B. If LESSEE abandons the property or facility without providing the notice outlined in Paragraph 12(a), the CITY may at its option cancel and terminate this Lease, or may, without terminating the Lease, enter upon and take possession of the property and improvements thereon with or without process of law and without liability for trespass.
- C. In the event the CITY is required to give said notice, as provided above, the CITY shall be entitled to charge a fee of \$150.00 for each notice. Said fee shall be required to be paid as a part of any payment necessary to cure any default. At the CITY's option, the CITY may terminate this Lease by giving written notice thereof upon LESSEE's default in the timely payment of rent.

- D. At the termination of this Lease. LESSEE shall give peaceful possession of the leased premises, including any improvements or fixtures that remain on the property in as good condition as they are, ordinary wear and tear expected.
- E. LESSEE shall move or remove its facility and all equipment within six (6) months after having been notified in writing to do so by the CITY. Should LESSEE fail to move or remove its facility and all equipment within six (6) months after said notifications, then all the facility and equipment shall become the sole property of the City. Upon receipt of its notice to remove its building, LESSEE shall have the right to demonstrate why LESSEE's Child Care Facility should not be moved or removed from the premises.
- F. LESSEE shall return the premises to its original condition and remove any and all obstructions upon LESSEE's removal of LESSEE's Child Care Facility from the premises.
- G. In the event LESSEE's Child Care Facility is damaged or destroyed. LESSEE shall commence to repair, rebuild, or remove the damaged improvements within sixty (60) days of date of damage or destruction and shall diligently complete such repair, rebuilding or removal within a reasonable time thereafter. Any such repairs or rebuilding of damaged or destroyed improvements shall restore them to the condition they were in before the damage or destruction.

13. ASSIGNMENT AND SUBLETTING:

- A. Lessee shall have the right to assign this Agreement to any 501c3 entity affiliated with Lessee with the Agreement of the CITY.
- B. LESSEE and any proposed purchaser, transferee, or assignee shall petition for approval of the CITY prior to any sale or transfer of LESSEE's Child Care Facility.
- C. CITY shall have first right of refusal should Child Care Facility be offered for sale, with purchase to be offered to CITY at fair market value.

- 14. NOTICES:** All notices required to be given to the CITY hereunder shall be in writing and be personally delivered or sent by first class mail, postage prepaid, to:

City of Burlington
City Clerk
P.O. Box 366
Burlington, CO 80807

All notices required to be given to LESSEE hereunder shall be in writing and be personally delivered or sent by first class mail, postage prepaid, addressed to:

Notices properly sent as set forth in this Paragraph shall be deemed received two (2) days after mailing.

15. MISCELLANEOUS:

- A. The CITY shall have no responsibility or liability to furnish any services to LESSEE other than this specified in this Lease, but LESSEE may negotiate with the CITY for any additional services it may request and shall pay for such additional services the consideration so negotiated.
- B. This Agreement is subject to the Laws, Rules and Regulations of the State of Colorado and the United States of America.

16. ENTIRE AGREEMENT: This Lease constitutes the entire understanding between the CITY and LESSEE with respect to the subject matter hereof, and supersedes completely all negotiations, discussions and prior agreements, oral and written, between the CITY and the LESSEE with respect to the subject matter hereof. This Lease may not be amended, modified or changed, and no waiver of any provision hereof shall be effective, except by an instrument in writing and signed by the CITY and the LESSEE.

17. NO THIRD-PARTY BENEFICIARIES: This Lease Agreement is not intended to benefit and does not benefit, any person or entity other than the CITY and the LESSEE.

18. JOINT AUTHORSHIP: This Lease is a product of the negotiation of the CITY and the LESSEE and shall not be construed in favor of, or against, any party hereto.

19. PRIOR LEASE AGREEMENT: This Lease agreement supersedes any prior Lease or Agreement entered into by the CITY and the LESSEE.

IN WITNESS HEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CITY:

CITY OF BURLINGTON, COLORADO
A Colorado Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

LESSEE:

By _____

EXHIBIT A

Legal Description of Property to be Leased

2022 American Rescue Plan Act Funding Allocated	\$ 394,619.11	2022 Conservation Trust Fund Allocated	\$ 260,000.00
2022 Budgeted	Actual	2022 Budgeted	Actual
10-10-54099 Administration	Comprehensive Plan \$ 90,000.00	10-20-44030 Baseball/Softball	Infield Mix (softball west) \$ 60,000.00
	City Hall Lighting \$ 7,250.00	10-25-44030 Parks	Restroom Rehab \$ 30,000.00
	Furniture \$ 5,000.00		East End Upgrades \$ 125,000.00
	Roof Repair \$ 100,000.00	10-27-44030 Pool	Baby Pool \$ 45,000.00
10-21-54099 Community Center	Lighting \$ 3,990.00		
10-25-54099 Parks	Restroom Rehab \$ 30,000.00		
21-25-47012 Conservation Trust	Lost Revenue \$ 7,607.00		
28-28-47012 Old Town	Lost Revenue \$ 31,588.00		
	Total \$ 271,445.00		Total \$ 260,000.00
2022 Recommended Additions	\$ 75,000.00	2022 Recommended Additions	\$ 75,000.00
Pickle Ball Courts		Pickle Ball Courts	
TOTAL	\$ 313,485.00	Infield Mix (softball east)	\$ 59,475.00
		TOTAL	\$ 225,530.00



July 11, 2022

City Administrator's Summary Report

June 27 – July 11, 2022

Administration

- **Childcare Facility Lease Agreement**

Were notified by the Childcare Group that wished to proceed with the development of a Land Lease Agreement with the City to lease the property East of the Community Center for the purpose of planning, development and erection of a Childcare Facility. The Land Lease Agreement has been drafted and has been reviewed by the City Attorney. Land Lease Agreement was provided to Burlington Childcare Center Project of which after review a couple of changes were suggested. As this did not affect the agreement, changes were made, and lease agreement is currently awaiting signature of Childcare Board. Additionally, I have been informed that the Burlington Childcare Center Project has received their first grant award of \$100,000. These funds will be used for training, equipment and site development. Requesting Authorization of Mayor to sign Land Lease Agreement.

- **2022 Election**

The 1% Sales and Use Tax Increase approved by voters in the March Election went into effect July 01, 2022 where all entities required to collect sales tax began collection the extra 1%. Collected funds are submitted to the State at the end of the month, the State then processes all reports and submits funds back to the City. We will begin to see the increase in funds submitted to us by the State in September.

Will are working with Infrastructure design and engineering group, Basis Partners of Colorado Springs to assist in the development of a multi-year maintenance program as well as providing for street design, engineering, and project management for our street concerns as we start looking at creating a long-term transportation plan that addresses economic growth in our community. Basis Partners and street engineer performed an onsite visit June 23rd, and have had several web meetings with staff as they develop our plan. Currently under development is Contract with Burlington to perform work, Scope of work development, fee structure for work performed and bid spec development for work to be performed in the Industrial Park.

- **2023 Budget Development**

The prioritization of capital projects for 2023 has been completed, with Council's priorities and staff's priorities being aligned. Capital projects are currently being developed by all departments, due back to City Hall by July 27th. At this time all projects will be recorded and prioritized again so that this portion of our 2023 budget will be ready for our staff budget work session in September. We have also completed the template development for our compensation plan for budget purposes. To further develop our compensation plan, performance appraisals must be completed. Right now, I am using a 5% placeholder as our compensation target. This always changes as we continue our budget development process. All in all, we are on track with the budget calendar, distributed at the last council meeting.

Operations/Public Works

- **Water/Wastewater**

- Daily well checks and testing.
- Daily checks and maintenance at WWTP
- Fire Hydrant pressure check being conducted.
- Addressing issues with algae bloom at wastewater treatment facility that has caused elevated BOD (biochemical oxygen demand) levels. Since one pond was taken offline, BOD levels have returned to normal.

- **Parks**

- Maintenance of facilities and equipment
- Cleaning and maintenance of bathrooms
- Parks irrigation systems under test and maintenance
- Daily Maintenance of Splash Pad
- Daily Swimming pool maintenance
- Mowing

- **Streets**

- Alley maintenance.
- Pothole repair and maintenance in process.
- Equipment service and maintenance.
- Splash Park Maintenance
- Pool Maintenance
- Street sweeping and spraying taking place daily

- **Electric**

- Outages June – June 11-June12 high wind event experienced 3 outages, 2 of which were blown fuses that were replaced, each took approximately 40 minutes to replace. High winds and storm that produced large hail burnt down a phase behind the high school that affected the East Electrical Loop. Temporary repair was completed and crew returned the next day to fully repair, East Loop was down for repair for approximately 2 hours.
- Outages July – No outages have been reported in July.
- Working with Atwell (Damien Berger, Engineer) to get permits from railroad to cross their track with west loop and to run underground parallel to track. This has been an ongoing issue that once permits are received, will be better able to service North part of the City. On May 17, a permit was received from Kyle Railroad allowing for our electric lines (overhead) to cross the tracks. Permit was review and approved by the City Attorney. Permit costs have been submitted to Kyle Railroad. We still await the permit allowing underground placement of the line parallel to the track and in railroad right-of-way. We believe we are days away from underground permit being issued as Kyle Railroad is in possession of all required documents to address this issue. Currently have scheduled for work to begin week of July 25th.

- On-site visit by Atwell to Light Plant where we have small station where upgrades are being initiated to replace re-closers, abandon in place an unused circuit, decommission transformer, upgrade switching and install a back-up generator. All work being done in compliance with federal regulations. Plan for upgrading is being developed which should be in hand by end of month.
- Street light repair
- Trimming of trees in secondary lines being scheduled July-August time frame
- Switching over transformer at Safeway
- Replace and Upgrade transformer servicing Parke Health who has been experiencing incidents of low voltage.

Intergovernmental/Upcoming Events

- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Burlington Housing Authority Special Meeting – June 27st
- Burlington Housing Authority Regular Meeting – July 6th
- Council Meeting – Monday, July 11, 2022 – 6:30 P.M.

