



**BURLINGTON CITY COUNCIL
REGULAR MEETING
Community Center
340 S. 14th St., Room A
September 12, 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.

Approval of Aug. 29, 2022 minutes

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

7. Public hearings

8. Unfinished business

A. Discuss land lease agreement for property at Industrial Park

B. Distribution of fiscal year 2021 audit

9. New business

A. Approve mayor's signature on CIRSA 2023 Property/Casualty preliminary contribution quote

10. Reports from city departments

Administrator – Jim Keehne

Clerk – Georgia Gilley

11. 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
REGULAR MEETING MINUTES
County of Kit Carson
State of Colorado
Burlington Community and Education Center
340 S. 14th St., Room A
August 29, 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	Lana Mireles,
Paul Velasco	Troy Schultz, joined virtually at 6:40 p.m.
Brent Carter, Mayor Pro Tem	Dale Franklin

Council members absent: Adrian Hernandez

Staff/Officials present:

Jim Keehne, Administrator	Rol Hudler, Economic Development
Georgia Gilley, Clerk	Tyson Weisshaar, Activities Dept.
Daniel Melia, Airport	Nick McCarty-Daniels, Library
Becky Castillo, Treasurer	Nikki Wall, Old Town
Chris Flatt, Code Enforcement	Mike Grinnan, City Attorney

Others present:

David and Deb Smith	Terrill Bartels	Cindy Stewart
Shannon Floyd	Glen Marciniak	Carla Foth
Robbie Fearon	Leigh Mitchell	Deb Gutierrez
Lisa Shryock	Juan Ramirez	Viviana Ramirez

4. Review and Approve Agenda

Georgia Gilley asked to add Item C under New Business to award the pest control bid.

Motion by Carter and second from Franklin to approve the agenda with the addition.

Motion passed unanimously.

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

5. Consent Agenda

Motion by Velasco and second from Franklin to approve the Aug. 8, 2022, minutes after removing the time after Velsaco's name.

Motion passed unanimously.

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

6. Public comment

Deb Smith asked about the possibility of playing pickle ball in the community center during the winter. Several players have purchased a net that they would set up and take down.

Several people in the audience rose to speak about cat feeding stations in their neighborhoods and the damage the cats were causing.

Council took a 10 minute break to let the crowd leave if they wished.

7. Public hearings

None

8. Unfinished Business

None

9. New Business

A. EPAWA – Terrill Bartels to discuss feeding station permits

Terrill Bartels asked council to consider extending the amount of time EPAWA needs to renew their cat feeding station permits from 30 days to one year. She stated it would be more practical for them.

No action was taken on this matter at the meeting.

B. July financial report

Keehne briefly reviewed the July financial report in the packet, noting the City is in a good financial position adhering to the budget.

C. Award Pest Control Bid

Gilley indicated the Call for Bids drew in only one bid from AJ Pest Control and Fumigation of Burlington. The bid amount was \$7,740, with a 12% discount if paid in full at the start of the service year. The amount did not change from the previous year.

Mireles: Aye

Velasco: Aye

Hernandez: Absent

Carter: Aye

Schultz: Aye

Franklin: Aye

10. Reports from city departments

Department managers present touched on a few points from their written reports to council.

As a final reminder, Gilley mentioned the upcoming Colorado Municipal League District 5 meeting September 6 at the airport.

11. Council comments

Mireles asked if anyone had plans for the old Safeway building. Hudler noted that there is no information available on future plans.

Velasco asked about the monthly shut-off lists, Express BillPay, the swimming pool and splash park.

Carter thanks the police department for being present at the schools. He also made a statement about limiting the number of cats a person could have, just like dogs.

12. Adjournment

With a motion by Velasco and second from Carter, the meeting adjourned at 8:02 p.m.

Motion passed unanimously.

Mireles: Aye

Velasco: Aye

Hernandez: Absent

Carter: Aye

Schultz: Absent

Franklin: Aye

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

DRAFT

CITY OF BURLINGTON LAND LEASE AGREEMENT

THIS AGREEMENT, dated _____ day of _____, 202X, 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 00000052501900, Lots 8-39, Burlington Industrial Center, Second Addition, Burlington, Kit Carson County, Colorado 80807; and

WHEREAS, LESSEE desires to lease real property for development purposes, specifically for economic development at LESSEE's sole cost and expense, a portion of or the parcel in its entirety, for development purposes meeting the CITY's objectives as they pertain to economic development. Development shall meet design standards as approved by CITY and certified by physical engineer; and

WHEREAS, CITY has described economic development as the CITY's objective of improving standards of living with the creation of jobs, business retention, workforce development, and through improvements in infrastructure and education; 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, known as Parcel 00000052501900, Lots 8-39, Burlington Industrial Center, Second Addition, Burlington, Kit Carson County, Colorado 80807; 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 Three (3) years. The initial Term of this Lease shall commence on the day lease is executed, _____ day of _____, 202X, and shall terminate without notice on the _____ day of _____, 20XX unless sooner terminated or extended as herein provided. The CITY, at its discretion may grant unto LESSEE the right and option to renew or extend this Lease for one (1) one (1) year period immediately following the original three (3) year lease term if LESSEE has substantially performed all of its obligations hereunder, as determined by CITY, and not be in default hereunder. 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 substantially performed all of its obligations hereunder.

- A. Prior to execution of this lease, LESSEE shall submit to the CITY a site plan for project development that promotes economic development. The plan must be to scale, properly engineered and stamped as such by Colorado Licensed Engineer to include:
 - i. Utilities plan with grade and depth
 - ii. Street, curb, gutter, sidewalk design
 - iii. Drainage plan
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 \$0.00 per lot, for the first three (3) years of this Lease, but in no event shall it extend past XXXXXX.
 - B. The LESSEE agrees that the lease of the real property if extended at the discretion of the City, and only if LESSEE has substantially completed site development as approved through the submitted site plan, for an additional year will be adjusted to Two-Hundred and no Dollars (\$200.00) per month, per lot leased, said amount shall be paid for the remainder of the 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 monthly lease payment. In the event the CITY is required to initiate any collection procedures or other legal actions to collect any unpaid lease payment from LESSEE, or obtain possession of the premise, 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 will pay monthly energy bills determined by usage.
 - E. Water service shall be provided through City water distribution system. City will bear all costs associated with extending water lines from closest point of City main water line to leased property line. Further extensions of water line, connection fees, tap fees, and any other fee associated with providing water to the site will be borne by LESSEE. All lines must be noted on site plan and installed to proper grade and depth as determined by engineer. LESSEE will bear all costs associated with water provisions from meter throughout leased site, to include 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 from closest point of City sewer line to leased property. LESSEE shall bear all costs associated with extending lines from sewer main throughout leased site, to include monthly wastewater bill.

- G. Natural gas service costs shall be borne in their entirety by LESSEE.
 - H. Costs associated with drainage concerns and development shall be borne by LESSEE
 - I. Costs associated with street design and development, including curb, gutter, sidewalk, concrete and pavement, and signage shall be borne by the LESSEE.
 - J. At end of original three-year lease or once all site plan development activities have been completed and approved by the CITY, whichever comes first, CITY shall terminate lease and Quit Claim deed the leased property that has been developed to the LESSEE. Once deed is filed, LESSEE shall Quit Claim all developed streets to CITY. CITY shall record for record all deeds, plats and claims with Kit Carson County, describing any easements and infrastructure location.
 - K. Once streets are deeded, City becomes responsible for maintenance and repair concerns.
4. INFRASTRUCTURE CONSTRUCTION: The parties do hereby agree that LESSEE shall, at their sole expense, be responsible for development and construction of all infrastructure on leased property and that no construction of buildings, storage units or other facilities can be developed on site during term of lease.
- A. Lessee shall submit plans and specifications of LESSEE's proposed land development to the CITY and shall receive express written approval of said plans and specifications by CITY prior to commencement of any work, construction or demolition occurring on leased property. Plans must contain stamp from Colorado Licensed Engineer.
 - B. LESSEE shall pay all costs of work, construction or demolition and shall maintain LESSEE's property in good repair at all times.
 - C. All construction, materials, and final infrastructure development must be performed in compliance and meet 2021 International Building Code standards, rules, and regulations, and be inspected by CITY before lease termination.
5. LIMITATIONS ON USE:
- A. The lease agreement is only for infrastructure development and buildout. Lessee has no right to construct or place any building, storage unit or other facility on leased property during term of lease without first obtaining the written approval from the CITY, failure to obtain written permission 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 leased property.

6. MAINTENANCE OBLIGATION:

- A. LESSEE, at its expense, shall keep grounds in good repair and maintenance, and in a safe, sanitary, orderly, and sightly condition, all at its own risk and expense.

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 real property 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 real property 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 no less than 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. 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 real property, 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, LESSEE shall comply with all laws, orders, rules, ordinances, and regulations applicable to the occupancy of the property.

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. If LESSEE abandons the property, 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.
- B. 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.
- C. At the termination of this Lease. LESSEE shall give peaceful possession of the leased property, including any improvements or fixtures that remain on the property in as good condition as they are, ordinary wear and tear expected.

13. ASSIGNMENT AND SUBLETTING:

A. This Lease may not be assigned in whole or in part without written permission by the CITY.

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 is 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

August 31, 2022

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

RE: 2023 Property/Casualty Preliminary Contribution Quotation

Dear Georgia:

Enclosed is the preliminary quotation for your 2023 contribution to the CIRSA Property/Casualty Pool.

As you may know, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

On the liability side, municipalities continue to face an increasingly hostile legal and social climate. The cost of your liability coverage reflects this adverse trend, particularly in law enforcement liability coverage. State legislation has significantly increased law enforcement liability exposures, and defending and settling law enforcement claims grows more costly and challenging each year.

On the property side, the property market continues to raise deductibles and increase the cost of insurance. Conditions around the country (and globally) have a significant impact on the availability and cost of property coverage. For this reason, although our members have been largely spared from wildfires, wind/hail, and flood events this year, we do not expect an easy excess/reinsurance renewal on the property side, either.

Communicable disease exclusions will no doubt remain on property and liability policies. We also anticipate that an exclusion will be added by our reinsurers for Polyfluoroalkyl Substances (PFAS) found in water.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers all continue to face a hard market for property and liability insurance. A significant portion of your 2023 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Going forward, we are exploring ways to increase flexibility, transparency, and coverage options for members. For example, we plan to provide more deductible options for general liability, public officials liability, and law enforcement liability coverages. You'll also have more flexibility for vehicle physical damage coverage and deductibles. We'll stay in touch with you as these and other changes are rolled out.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more



in line with your financial capacity. If you would like to see additional deductible options, please contact Linda Black, Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2023, will be adjusted for any changes made to your 2023 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2023 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2023 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2023 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by *Friday, September 30, 2022*. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2023
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2023 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Shannon Pursley, Marketing Manager, is available to offer any further explanation of your quote that you may require. Shannon can be reached at (720) 728-1304 or shannonp@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2023.

Sincerely,



Tami A. Tanoue
Executive Director

enc.





CIRSA Property/Casualty Pool
Preliminary 2023 Contribution Quotation
City of Burlington

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$1,000	\$1,000	\$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$160,895.81
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	(\$6,249.15)
Total 2023 Preliminary Quotation before Credits	\$154,646.66

To Renew with Current Deductibles
Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2022 Loss Control Audit Credit	(\$1,620.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$153,026.66			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)
\$2,500	\$2,500	\$2,500	\$2,500	\$151,250.60	

*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirs.org if you are interested in other options.

Billing Options (Please indicate which option you choose)

<input type="checkbox"/> Annual Billing on January 1, 2023	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2023
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Preliminary 2023 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2023 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 13, 2022.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2023 Property/Casualty Renewal Application, the City of Burlington has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Burlington.

We accept this preliminary quotation for January 1, 2023 to January 1, 2024. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2023, actual excess insurance premiums, and any changes made to our 2023 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 30, 2022. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2023 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2023 to January 1, 2024 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2022, and renew their membership in 2023, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2023 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2023 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2023 and return it to the CIRSA office *on or before Friday, September 30, 2022*. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Saturday, October 1, 2022, for a withdrawal without penalty effective January 1, 2023.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.



September 12, 2022

City Administrator's Summary Report

August 29 – September 12, 2022

Administration

- **1% Sales Tax – Streets only**

Implementation of the sales tax increase began July 01, 2022. Sales tax that is collected are submitted to the state at the beginning of the month of which the state then distributes to local jurisdictions. Burlington's sales tax is auto deposited in our account before the 10th of each month. Burlington will receive the first deposit that reflects the 1% increase by September 10th, at which time we will be able to begin to address street maintenance and repair concerns. On September 08, 2022 Burlington received the first tranche of revenues from the tax increase equating to \$75,027 for the month of July. Year end projections are expected to be approximately \$400,000.

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. A Services Agreement template has been provided by Basis Partners and is currently under legal review.

- **2023 Budget Development**

We continue to pace our budget development process in step with the budget calendar. To date, we have completed our compensation plan development and the prioritization of the capital improvement plan. Additionally, departmental worksheets have been distributed and completed regarding anticipated year end expenditures and projected 2023 revenues and expenditures. Performance appraisals have been completed, and the 2023 compensation plan has been updated. During our staff workshop scheduled for September 14th, the capital plan prioritization will be finalized and presented to city council at the September 26th meeting. A complete proposed budget will be presented to council at the October 10th council meeting. Draft budget will be provided on October 31st with public hearing scheduled for November 14th, after which the final budget will be prepared for review on November 28th, with adoption at the December 12th meeting.

- **School District Concerns**

Currently in dialogue with school district to address several areas of concern, first is road conditions on Harrison Street and Donelan Avenue by the middle school, where it has been determined that the street has essentially failed and will need to be rebuilt. Plan is to put millings in street for the school year and sufficiently pack to create a smoother surface. Millings were placed in Harrison Street with cold patch used on major potholes. Once school is out, road will be rebuilt. Second area of concern is sidewalk conditions at the elementary school, where sections are heaving due to root intrusion, creating a safety issue. We are currently planning for the removal of several sidewalk sections and the curb and gutter along 11th Street and Senter Avenue. We plan to get this project underway this fall.

- **Industrial Park Property**

The Land Lease Agreement for development of property in the Industrial Park has been completed, reviewed and edited by legal counsel and is included in this packet for your review and discussion.

- **CML Fall District Meeting**

CML's Fall District meeting was hosted by the City of Burlington on September 6th, held at the Burlington/Kit Carson County Airport. CML's presentation included information regarding upcoming legislative initiatives and funding opportunities for ongoing municipal projects. Burlington was well represented at the event. Other attendees included elected and appointed officials from Elizabeth, Limon, Hugo, and Vona. Also present was Greg Etl, Northeastern Regional Manager for DOLA, and a couple of members from GMS, Consulting Engineers. The event was catered by Camp Cook Concessions. Special thanks to Georgia Gilley and Daniel Melia who put together all the details for the meeting. Received great feedback from those in attendance. It truly turned into a great opportunity to meet and network with each other.

Operations/Public Works

- **Water/Wastewater**

- Daily well checks and testing.
- Daily checks and maintenance at WWTP
- Fire Hydrant pressure check being conducted.
- Fire Hydrant replacement
- Well 4, 100 block 17th Street, has seen nitrate rates climbing and approaching the 10 MCL level. The well is being monitored daily and experiencing line flushing to reduce nitrate levels. The well is a direct conduit to our distribution system, so valves have been closed until we can work with state to identify a solution to this issue. For future capital planning, we will be looking towards acquiring additional wells to convert to municipal use that will go to blending plant prior to system distribution. Since last meeting, nitrate levels at Well 4 have been steadily rising, approaching the MCL. The well has been temporarily shut down to protect public interests and our water supply. Dialoguing with state on work around and to keep them properly informed.
- Assisting with softball field capital project (infield watering)
- Converting jet rodder from compressed natural gas to propane.

- **Parks**

- Maintenance of facilities and equipment
- Cleaning and maintenance of bathrooms
- Splash Park to be shut off for season Friday, September 09th.
- Mowing
- Assisting with softball field capital project (infield watering)

- **Streets**

- Alley maintenance.
- Pothole repair and maintenance in process.
- Equipment service and maintenance.
- Splash Park to be shut off for season Friday, September 09th.
- Street sweeping and spraying taking place daily

- **Electric**

- No outages reported to date in August.
- 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. On July 21st, was notified by Kyle Railroad that another Railroad Liability Form needed to be completed. Form was completed and returned same day. On August 04, 2022, Occupancy License Agreement, Contractor Right of Entry, and Railroad Protective Liability Application were signed and submitted to the railroad. We have been assigned a permit number and once agreements are signed by railroad, work can commence. Main Electric will be performing work.
- Also working with Atwell to plan and schedule work to be performed at Light Plant regarding upgrading the re-closers, allowing for work arounds with our system to repair and maintain lines.
- Street light repair
- Pole Replacement
- Resignation of Cole Suddeath, effective September 22, 2022. Speeding up our hiring process to replace. Interviews have taken place, background checks being conducted. Hope to have someone on board by month's end.

Intergovernmental/Upcoming Events

- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Council Meeting – Monday, September 12, 2022 – 6:30 PM
 - Land Lease Agreement
- Council Meeting – Monday, September 26, 2022 – 6:30 P.M.
 - 2023 Capital Improvement Plan Review
- Save the Date – Wednesday, September 14, 2022 – Budget Work Session – Staff – Community Center – 9AM – 4PM
- Save the Date – Monday, October 10, 2022 – Budget Work Session - Council



To: City council members
From: Georgia Gilley, Clerk
Date: Sept. 12, 2022
Subject: Clerk's report to Council

Hail Project

We will begin working with GMS Inc. Thursday when a representative will come out to take photos of the buildings needing repairs after the hail damage. This will allow contractors to see the buildings from ground level in addition to the aerial views they have, especially at Old Town.

CIRSA

CIRSA provided its Preliminary 2023 Contribution Quotation. The amount for next year will be \$153,026.66 with the audit credit. CIRSA has been doing a fine job for us when we need assistance.

Colorado Municipal League District Meeting was a success

Thank you to those of you who attended the District 5 Colorado Municipal League (CML) meeting Tuesday, Sept. 6, at Burlington-Kit Carson County Airport. CML's Kevin Bommer stated to everyone that "Burlington has set the bar" and that a CML meeting had never been held at a rural airport.

To recap, we had a great turnout, with approximately 32 in attendance from Vona, Seibert, Limon, Hugo, Elizabeth, Cheyenne Wells, Burlington, and representatives from CML, DOLA, and GMS Inc.

We started with an hors d'oeuvre/refreshment table styled like a lighted runway.

Kevin Bommer, Jaclyn Terwey and Makenna Sturgeon informed us of what is happening in the legislature that affects municipalities and if CML is supporting or opposing the issue.

Daniel Melia presented a drone tour of the airport. It was a fantastic program, and we heard many compliments on it.

Jim and Greg each spoke to break the ice and welcome the attendees.

Social hour was a great time to network and learn more about things other towns are facing. Many attendees took this time to take a turn at the flight simulator machine.

To cap off the meeting, a BBQ buffet was served.

The 100-degree temperature finally broke and the air cooled just before sunset. Many stayed well after dark visiting and taking photos with the airplanes lined up at the hangar door.

I want to give a load of gratitude to Daniel Melia and Zach Lamb for working hard to prepare the airport for the meeting. The airport was immaculate. Guests commented that it was a great venue, and a few noted they had never been to a rural airport before that night.

Events like this cannot be pulled off without assistance from the village. Many thanks to Tyson Weisshaar for loaning curtains, tables and chairs; Nikki Wall for donating prizes; Jim Keehne for refreshments and support; and, Mike Konecne, Ashley Gutierrez and Becky Castillo for support and preparations.