



**BURLINGTON CITY COUNCIL  
REGULAR MEETING/WORK SESSION**  
Community Center  
340 S. 14<sup>th</sup> St., Room A  
October 10, 2022  
**5:00 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

Adrian Hernandez

Paul Velasco

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 Sept. 26, 2022, minutes

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

**7. Public hearings – none**

**8. Unfinished business**

A. Report from Schultz on VersaCourt application

**9. New business**

A. Appointment of mayor pro tem

B. Approval of new mayor pro tem to be added as signator on all city bank account signature cards and to remove Brent Carter as signator from all bank account signature cards

C. Approve mayor's signature on Dispatch Service Agreement with Kit Carson County

D. Review and discuss candidate letters of intent/resumes received to fill two council seat vacancies

**10. Reports from city departments**

Administrator – Jim Keehne

Clerk – Georgia Gilley

**11. Council comments**

**Break for dinner**

**WORK SESSION**

**12. Work through proposed 2023 Budget**

**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  
September 26, 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  
Adrian Hernandez

Paul Velasco  
Troy Schultz

**Council members absent:**

Brent Carter, Mayor Pro Tem

Dale Franklin

Lana Mireles

**Staff/Officials present:**

Jim Keehne, Administrator  
Georgia Gilley, Clerk, virtual  
Daniel Melia, Airport  
Becky Castillo, Treasurer

Nick McCarty-Daniels, Library  
Nate Hill, Chief of Police  
Mike Grinnan, City Attorney

**Others present:**

None

**4. Review and Approve Agenda**

Motion by Schultz and second from Velasco to approve the agenda as presented.

Motion passed unanimously.

Mireles: Absent

Velasco: Aye

Hernandez: Aye

Carter: Absent

Schultz: Aye

Franklin: Absent

Swiatkowski: Aye

**5. Consent Agenda**

Motion by Velasco and second from Schultz to approve consent agenda, which consisted of the Sept. 12, 2022, minutes.

Motion passed unanimously.

Mireles: Absent

Velasco: Aye

Hernandez: Aye

Carter: Absent

Schultz: Aye

Franklin: Absent

Swiatkowski: Aye

**6. Public comment: None**

**7. Public hearings: None**

**8. Unfinished Business**

**A. Approve land lease agreement regarding undeveloped property at Industrial Park**

This item had been tabled from the last council meeting.

Motion by Hernandez and second from Schultz to approve the land lease agreement regarding undeveloped property at Industrial Park.

Motion passed unanimously.

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

**9. New Business**

**A. Discuss the 2023 Capital Improvement Plan**

Keehne reviewed the 2023 Capital Improvement Plan in the packet and indicated how projects were rated with department head involvement. Keehne asked council to contact him if anyone had suggestions for changes or revisions.

**B. Accept Dale Franklin’s letter of resignation from city council**

**C. Accept Brent Carter’s letter of resignation from city council**

Keehne read each resignation letter. Carter resigned due to a change of career. Franklin resigned due to moving out of the city.

Motion by Schultz and second from Hernandez to accept the letters of resignation from council members Dale Franklin and Brent Carter.

Motion passed unanimously.

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

**10. Reports from city departments**

Keehne reminded council that the next meeting would begin at 5 p.m. to go over the budget. Department managers present touched on a few points in their reports.

**11. Council comments**

Velasco asked if Suddeath was being replaced in the Electric Dept. Keehne indicated a new employee would be starting the beginning of October.

**12. Adjournment**

With a motion by Hernandez, a second from Schultz, and a unanimous vote, the meeting adjourned at 7:45 p.m.

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

ATTEST:

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

## **DISPATCH SERVICE AGREEMENT**

This Agreement (the "Agreement") is made effective the 1<sup>st</sup> day of January 2023, by and between the Board of County Commissioners of Kit Carson County, Colorado, whose address is P.O. Box 160, Burlington, Colorado 80807 (the "County"), and the City of Burlington, whose address is 415 15<sup>th</sup> Street, Burlington, Colorado 80807 (the "City"). The County and/or the City may also be referred to as a "Party" or the "Parties". The dispatch and communication operations shall be conducted by the Kit Carson County Communications Director, whose address is 1650 Donelan Ave, Suite 103, Burlington, Colorado 80807 (the "Dispatch"). When the County and the Dispatch are intended to be referred to jointly, they shall be collectively referred to as the "Kit Carson County Communications Center" ("K.C.C.C.C. ").

**WHEREAS**, pursuant to C.R.S. 29-1-201, as amended, and C.R.S. 30-11-107, as amended, the County and City may enter into an agreement by which the K.C.C.C.C. would provide "Emergency and Non-emergency Dispatch Service," as defined by this Agreement, for the City; and

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

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

**WHEREAS**, the K.C.C.C.C. provides Emergency and Non-emergency dispatch functions and has the capability to provide emergency and non-emergency dispatch services for the City; and

**WHEREAS**, the K.C.C.C.C. agrees to provide Emergency and Non-emergency Dispatch Service for the City under the following terms and conditions.

NOW, THEREFORE, the Parties agree as follows:

1. K.C.C.C.C. shall provide Emergency and Non-emergency Dispatch Service to the City. Emergency and Non-emergency Dispatch Service means emergency or non-emergency communication of any kind received by K.C.C.C.C. which requests or requires emergency service by the City's and County's emergency medical, fire and/or law enforcement service providers. K.C.C.C.C shall provide emergency and non-emergency communications to the City of Burlington public works departments.
2. K.C.C.C.C shall provide Emergency and Non-emergency Dispatch Service for the City for a period of one (1) year, commencing on January 01, 2023, and ending on December 31, 2023. The Parties shall, in good faith, begin negotiation of a new Dispatch Service Agreement in July 2023.
3. In consideration of the County's promises and efforts under this agreement, the City shall pay the County \$100,000.00 for the term of this Agreement, apportioned equally and payable per month. The City's payments to the County shall be made as follows:

- a. Each monthly payment shall be paid in advance on the first day of each month for services to render in that calendar month.
  - b. All monthly payments shall be due and payable by City without any further notice or demand from the County.
  - c. Each monthly payment shall be made by the City and shall be made payable to the County and delivered to the attention of: Kit Carson County Administrator, or in any manner subsequently directed by the County.
  - d. Each payment shall clearly identify it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which the City intended the payment to apply. The County, in its discretion, may apply any monthly payment received from the City to any past due amount or monthly payment then due and owing to the County pursuant to this Agreement.
4. Except for the emergency and Non-emergency Dispatch Service expressly contracted for herein, the K.C.C.C.C. and the City shall not be obligated to provide or assist the other Party with any emergency or non-emergency services of any kind unless expressly requested by either Party.
5. This Agreement does not, and is not intended to, obligate or require the K.C.C.C.C. to change, alter, modify, or develop any different K.C.C.C.C. dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the K.C.C.C.C. from implementing any future communication-related changes that the K.C.C.C.C., in its sole judgement and discretion, believes to be in all Parties to this Agreement best interests and with prior notice provided as to changes to be implemented.
6. K.C.C.C.C. will provide the City the following requests for no additional fees, unless the annual allowed minutes for Code-Red have been reached.
  - a. Dispatch audio recordings - No fee if City provides thumb-drive
  - b. Printing of dispatch related documents – No fee
    - c. Code-Red and Reverse 911 calls for City residents - With the approval of the Chief of Police or City Administrator. **\* If the annual allowed minutes have been used, the city will be charged for minute usage.**
  - d. District Attorney requests for recordings or dispatch related documents must be on request form from the Office of the District Attorney, City will provide thumb-drive.
7. Neither the City nor the County is responsible for the independent acts and/or omissions of the other Party, or their officers, employees, or agents. further, it is the intent of the Parties that each Party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective public safety personnel.

8. Each Party agrees to indemnify, defend, and hold harmless the other Party, its agents, officers, and employees from all claims whatsoever that may arise against the other Party as a result of the negligent, willful or intentional acts or omissions of the Party or their respective public safety personnel.
9. Each party shall process and defend, at its own expense, any and all claims of whatsoever kind in nature, with respect to that Party's acts or omissions of services or otherwise in response to Emergency and Non-emergency Dispatch Service.
10. Previous agreements between the County and the City for dispatch services are rendered null and void upon signing this Agreement.
11. Either Party may terminate this Agreement term and give notice of sixty (60) days to the other Party that on such date all of the Party's rights and obligations under this Agreement, except as expressly reserved, shall cease. The City's written notice shall operate as a notice to quit or terminate this Agreement and the City may proceed to recover advance payment of fees on a pro-rata basis for unprovided service as noted in this Agreement. The obligation of the City to pay to the County, and the right of the CITY to recover all fees and other charges accrued up to the time of termination of this Agreement from the County, together with costs of collection, including attorney's fees and costs, shall survive termination of the Agreement.
12. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addresses to the Parties as follows:  
  
    Kit Carson County:      Kit Carson County Board of Commissioners  
                                  Attn: Kit Carson County Administrator  
                                  P.O. Box 160  
                                  Burlington, CO 80807  
  
    City of Burlington:      City of Burlington  
                                  Attn: City Administrator  
                                  415 15th Street  
                                  Burlington, CO 80807
13. This Agreement is made and entered into in the State of Colorado and shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party.
14. This Agreement shall not become effective prior to approval by the County Board of Commissioners and City's governing body. The terms of this Agreement may be amended by mutual written agreement of the County and the City.

15. If a court of competent jurisdiction finds a term, or condition, of the Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. For and In consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, The County and the City hereby agree and promise to be bound by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, \_\_\_\_\_ for the City, hereby acknowledges that they are authorized to execute this Agreement on behalf of City and hereby accepts and binds the City to the terms and conditions of this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS:

THE CITY OF BURLINGTON

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

BY: \_\_\_\_\_

Greg Swiatkowski, Mayor

IN WITNESS WHEREOF: \_\_\_\_\_, Chairperson, Kit Carson County Board of Commissioners, hereby acknowledges that they have been authorized by a resolution of the Kit Carson County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the COUNTY OF KIT CARSON COUNTY and hereby accepts and binds the COUNTY OF KIT CARSON to the terms and conditions of this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

WITNESS:

COUNTY OF KIT CARSON,

\_\_\_\_\_  
Susan Corliss, County Clerk

BY: \_\_\_\_\_

Stan Hltchcock, Chairman



October 10, 2022

## City Administrator's Summary Report

September 26 – October 10, 2022

### Administration

- **1% Sales Tax – Streets only**

Basis Partners is completing the engineering for the concrete design for the intersection in the Industrial Park. Project will be put out to bid by mid-October. We have confidence that the work to be performed will stay local and future work to be performed will stay as local as possible. Once this project is underway, we anticipate identifying next year's project with an expected start date next spring.

- **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 14<sup>th</sup>, the capital plan prioritization was finalized and presented to city council September 26<sup>th</sup>. A complete proposed draft budget will be presented to council tonight October 10<sup>th</sup> council meeting. Draft budget will be provided on October 31<sup>st</sup> with public hearing scheduled for November 14<sup>th</sup>, after which the final budget will be prepared for review on November 28<sup>th</sup>, with adoption at the December 12<sup>th</sup> meeting.

Reminder tonight's October 10<sup>th</sup> meeting will begin at 5:00 P.M. where we begin with regular meeting, work our way through the agenda, break for dinner (dinner provided) then start our work session which is devoted in its entirety to review of the proposed draft budget. The work session serves to bring you up to speed on the budget, the process, and the city's priorities for 2023.

- **Burlington Housing Authority**

The Housing Authority has been official removed from troubled status by the Housing and Urban Development department. This was only possible through much effort by the Executive Director Shauna Richardson and the Board especially that of Board President Lisa Shryock. We all are looking forward to raising our inspection scores over the next couple of years. Being removed from troubled status enable the Burlington Housing Authority to be eligible for increased funding, allowing the ED and Board to meet goals surrounding living conditions of the 31 units maintained by the authority.

- **Ongoing projects**

- Development of process for feral cat applications and permits
- Burlington Child Care Center discussions'
- Property abatement – 474 Main Street
- Building site development (Carousel Court)
- Rail Spur discussion



## Operations/Public Works

- **Water/Wastewater**

- Daily well checks and testing.
- Daily checks and maintenance at WWTP
- Annual audit for water and wastewater is in process
- Well 4, 100 block 17<sup>th</sup> 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.
- Influent meter has been changed at WWTP, and hydrant maintenance and repair is taking place.

- **Parks**

- Maintenance of facilities and equipment
- Mowing
- Weed abatement in parks
- Will begin winterizing systems once weather turns for good
- Replaced door at Parmer Park bathroom, damaged due to vandalism.
- Preparing for installation of vandal proof fixtures in South Parmer Park bathrooms.

- **Streets**

- Alley maintenance.
- Pothole repair and maintenance in process.
- Equipment service and maintenance.
- Street sweeping and spraying taking place daily
- Assisted with setting foul poles and gates at softball field in preparation of Homecoming game

- **Electric**

- Permits from railroad to cross their track with west loop and to run underground parallel to track have been received from the railroad. Currently working with Damian Berger (Atwell) our electric system engineer and Corey Coker (Main Electric) our contractor to identify date for when to begin work. Both Berger and Coker are aware that this needs to be completed before the snow flies. Atwell is performing the staking process for the underground line.
- 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. Hopefully can get this project underway before year end so that funds needed for project can be spent this year, otherwise this will be a part of next year's capital plan.
- Street light repair
- Pole Replacement

- Hired new apprentice, Albert Martinez to replace Journeyman Lineman Cole Suddeath. Albert comes to us from Brighton where he has obtained a good deal of experience in maintenance and upgrades to secondary lines. He has no apprentice certifications as of yet, though is eager to learn. We believe that he will be a welcome addition to the city family.

## **Intergovernmental/Upcoming Events**

- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Burlington Housing Authority Regular Meeting – Wednesday, October 5th, 11:30 A.M
- Council Meeting – Monday, October 10, 2022, 5:00 PM
  - Review applications and meet applicants for Council position openings
  - Fiscal year 2023 draft budget work session
- Council meeting – Monday, October 31, 2022, 6:30 PM
  - Introduction of draft budget



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To: City council members  
From: Georgia Gilley, Clerk  
Date: Oct. 10, 2022  
Subject: Clerk's report to Council

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After Brent Carter's resignation, Council will need to elect a new Mayor Pro Tem. A description from the City Code follows:

- **Section 3.3 - Mayor Pro Tem:**

A Mayor Pro Tem shall be elected by the Council from its own membership at the first meeting following each biennial election or an adjournment thereof. The Mayor Pro Tem shall serve until the council meeting following the next regular City election and shall act as Mayor during the absence or disability of the Mayor. In the event of absence or disability of both the Mayor and the Mayor Pro Tem, the Council shall designate another of its members to serve as Acting Mayor during such absence or disability. Any Mayor Pro Tem or Acting Mayor, while serving as such, shall retain all powers granted herein to Councilmen.

The Lexipol policy book has been sent out to employees and council members. The policy came in several emails to eliminate the possibility of transmission snags. There were issues using the password Lexipol provided for the first-time use. The User ID is your city email address. The password was supposed to be Policy123 to get started. However, Lexipol instructed us to choose "Reset your password" to gain entrance with those instructions. Users would be instructed to change the password anyway. Save the website to 'favorites' for future reference. If anyone experiences problems signing in, please contact me.

Our Hometown Charitable Foundation applied for a special events permit for an event Nov. 19 at The Midway Theater. Notice for public hearing is being posted for 10 days, and the public hearing will be on the October 31 city council agenda.

I have registered to attend the Colorado Municipal Clerks Association conference at Canon City October 18-21. It is the annual week-long conference for municipal clerks.

We will be posting for an application for a new fermented malt beverage liquor license submitted by Corner Market 65 LLC, dba Corner Market, located at 415 S. Lincoln St. Fingerprint results are still needed for the background check. Distance requirements are met between a retail liquor store license and a fermented malt beverage license. As of right now, plans are to hold the public hearing Nov. 14, if the process comes together as anticipated.