



**BURLINGTON CITY COUNCIL
REGULAR MEETING
Community Center, Room A
340 S. 14th St.
November 8, 2021 – 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**
 - A. Mayor Greg Swiatkowski
 - B. Kamron Weisshaar, mayor pro tem
 - C. Mark Burghart
 - D. Brent Carter
 - E. Melvin Gilley
 - F. Adrian Hernandez
 - G. Troy Schultz
- 4. Consent Agenda Items**

Any consent agenda item may be removed from the Consent Agenda and placed under Business if discussion is desired. Otherwise, one motion will pass all items.

 - A. Approval of October 11, 2021 meeting minutes.
- 5. Public comment** (*Comment is limited to 3 minutes.*)
- 6. Public hearings** – Proposed 2022 Budget
- 7. Unfinished business**
- 8. New business**
 - A. Approval of retail liquor license renewal for Safeway Store Forty-six Inc, dba Safeway Store #2520
 - B. Approval of hotel and restaurant liquor license renewal for Chen Vuong Thai Inc.
 - C. Discussion on additional employee benefit providing for Emergent/Non-Emergent Air and Ground Transport through MASA Medical Transport Services
 - D. Approval of Troy Schultz continuing to serve as municipal representative on the ECCOG board
 - E. Approval of 2021 year-end bonus
- 9. Reports from city departments**

Administrator – Jim Keehne
Clerk – Georgia Gilley
- 10. Council comments**
- 11. 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., Room A
October 11, 2021
5:00 p.m.**

1. Call to order

Mayor Greg Swiatkowski called the work session meeting to order at 5:01 p.m.
The meeting was held in person.

2. Pledge of Allegiance

3. Roll Call

Council members present:

Greg Swiatkowski, Mayor
Brent Carter, Mark Burghart, Kamron Weisshaar, Troy Schultz

Council members absent:

Melvin Gilley, Adrian Hernandez

Staff/Officials present:

Jim Keehne, Administrator
Georgia Gilley, Clerk
Mike Grinnan, City Attorney
Daniel Melia, Airport, left 5:30 p.m.
Becky Castillo, Treasurer, arrived 5:10 p.m.

4. Consent Agenda

A. Approval of the September 27, 2021 meeting minutes

Motion by Burghart and second from Carter to approve the September 27, 2021 meeting minutes as presented. Motion passed unanimously.

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

5. Public comment – none

6. Public hearing – none

Council took a break for dinner at 5:04 p.m. and reconvened at 5:39 p.m. for the work session.

7. Work Session

A. Proposed 2022 Budget

Keehne gave an overview of all aspects of the proposed 2022 Budget.

Keehne related the budget would continue to be discussed at the next three council meetings, with the budget adoption slated Monday, Dec. 13, 2021.

8. Council member comments – none

9. Adjournment

With a motion by Carter and second from Schultz, the meeting adjourned at 9:24 p.m.

Motion passed unanimously.

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

DRAFT

Enroll in the Emergent Plus plan today and protect you and your family against the financial burden of massive out-of-pocket ambulance costs, all at an **affordable group rate.**



EMERGENT PLUS MEMBERSHIP BENEFITS

A MASA MTS Membership provides the ultimate peace of mind at an affordable rate for emergency ground and air transportation service within the United States and Canada, regardless of whether the provider is in or out of a given group healthcare benefits network.

After the group health plan pays its portion, MASA MTS works with providers to deliver our members \$0 in out-of-pocket costs for emergency transport.

Emergent Air Transportation

In the event of a serious medical emergency, Members have access to emergency air transportation into a medical facility or between medical facilities.

Emergent Ground Transportation

In the event of a serious medical emergency, Members have access to emergency ground transportation into a medical facility or between medical facilities.

Non-Emergency Inter-Facility Transportation

In the event that a member is in stable condition in a medical facility but requires a heightened level of care that is not available at their current medical facility, Members have access to non-emergency air or ground transportation between medical facilities.

Repatriation/Recuperation

Suppose you or a family member is hospitalized more than 100-miles from your home. In that case, you have benefit coverage for air or ground medical transportation into a medical facility closer to your home for recuperation.

\$14 /MONTH

Contact Your MASA MTS Representative, **Lynn Arenson** to learn more about membership plan options.

@ larenson@masamts.com

(970-481-6282)

DID YOU KNOW?

25 MILLION PEOPLE

are sent to the emergency room through ground or air ambulance every year.

Insurance companies **may not cover all air and ground ambulance expenses which can result in excessive bills.**

 **\$5,000**

 **\$60,000**

FACTS YOU SHOULD KNOW

- Emergent Ground Ambulance transports can easily surpass \$2,000 and can reach as high as \$5,000.
- Emergent Air Ambulance transports frequently cost more than \$40,000, reaching as high as \$70,000.
- Non-emergent transport to specialized care in a medically equipped plane commonly costs over \$20,000.
- Most people assume that their health insurance will cover most, if not all, of the costs for these transports. Usually, the opposite is true, leaving you with financially crippling bills.



When is your next
medical emergency
planned?

Are you prepared?

The strength of MASA at work for you.

MASAGLOBAL™



When is your next medical
emergency planned?

Emergencies can happen to
anyone, anytime, and anywhere.

Are you prepared?



MASA Medical
Transport
Solutions

Toll-Free: 1-800-643-9023

info@MASAmts.com | www.MASAmts.com

NOTE: This brochure is not a contract. Definitions of services and details are in the Member Services Agreement for each service provided.

MASA Global, MASA AMTS, MASA Assist and MASA EMS are registered trade names of Medical Air Services Association, Inc., an Oklahoma corporation ©MASA 2018

PROCEDURE_AMTS_379_2PRODUCTS

MASA Medical
Transport
Solutions

Any Ground. Any Air. Anywhere.™

Coverage against unplanned medical emergencies is surprisingly affordable.

MASA MTS protects you when your insurance falls short.

- One low fee for peace of mind for emergent transport costs
- No deductibles
- Easy claim process
- No health questions



MASA MTS provides peace of mind.

Every day, families face the financial burden of unexpected emergency medical transportation. A MASA membership ensures the peace of mind in knowing that a life-saving medical transport doesn't have to jeopardize your family's financial security.



BENEFIT	PLATINUM \$30/mo. or \$400/yr.	EMERGENT PLUS \$14/mo. or \$100/yr.
Emergent Ground Transportation	U.S./Canada	U.S./Canada
Emergency Air Transportation	U.S./Canada	U.S./Canada
Non-Emergent Air Transportation	Worldwide	U.S./Canada
Repatriation	Worldwide	U.S./Canada
Escort Transportation	Worldwide	
Mortal Remains Transportation	Worldwide	
Visitor Transportation	BCA*	
Minor Children/Grandchildren Return	BCA*	
Vehicle Return	BCA*	
Pet Return	BCA*	
Organ Retrieval	U.S. Only	
Organ Recipient Transportation	U.S. Only	

*Basic Coverage Area (BCA) includes U.S., Canada, Mexico, and Caribbean (excluding Cuba). Coverage includes legal expenses for those who are citizens and residents up to age 25.



EMPLOYER BENEFIT AGREEMENT

Employer/Organization Name		Contact's Name	
Telephone	Fax	E-Mail	
Physical Address		City	State
Mailing Address (if different)		City	State
Broker's Name		MASA MTS Representative's Name Lynn Arenson #7311006	
Invoicing Contact Name	Invoicing Email	Eligible Employee Count	

This Employer Benefit Agreement ("Agreement"), effective as of _____, 20__ ("Effective Date"), by and among _____ ("Employer"), as described above, a(n) _____, **Medical Air Services Association, Inc.**, an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA MTS") with its principal executive office at 1250 S Pine Island Rd, Suite 500, Plantation, FL 33324, and **Medical Air Services Association of Florida, Inc.**, a Florida corporation with its principal executive office at 1250 S Pine Island Rd, Suite 500, Plantation, FL 33324 ("MASAF") MASA MTS and MASAF may be referred to collectively as "MASA". This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer, MASA MTS, and MASAF (individually, the "Party," collectively, the "Parties") and any of their affiliates concerning the subject matter set forth herein

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain benefits, including, but not limited to, covering a portion of the out of pocket expenses incurred as a result of an emergent transport situation ("Services");

WHEREAS, MASA offers a "Platinum" and an "Emergent Plus" membership (collectively, "Memberships") that entitle members ("Members") to certain services and benefits ("Benefits") and Employer desires to offer Memberships to its employees as part of general benefit offering

NOW, THEREFORE, MASA and Employer agree as follows

1. Term and Termination This Agreement shall have a term of one (1) year from Effective Date ("Initial Term") Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify its employees of such termination and the impact on their membership coverage

2. Memberships MASA offers a Platinum and an Emergent Plus Membership

The Parties agree that the following Memberships shall be offered to the Employer's employees (Select all that apply):

- Platinum Emergent Plus

3. Member Enrollment The Employer shall begin the initial enrollment process on _____, 20__ and shall end initial enrollment process on _____, 20__ ("Enrollment Period") Following the Enrollment Period, enrollment may remain open for current and/or new employees

The Parties agree that the method for enrollment shall be as follows (check one):

- Electronic Enrollment Platform Manual (Paper Form) MASA Online Enrollment Form
Name of Platform _____

In the event the enrollment will not take place in a manner that MASA will receive an EDI file (or similar type of files) on a regular basis, MASA MTS will provide Employer with an eligibility file used to process enrollments ("Enrollment Roster") to assist Employer in the

Group Number: _____

enrollment process. Employer should populate the Employment Roster and submit the same to their MASA Representative, identified above. Employer agrees to complete and/or amend, as needed, the Enrollment Roster in a timely manner. It is the responsibility of the group or their broker to ensure that an EDI connection is established when it is the intention that EDI be the delivery channel for eligibility communication. Additionally, Employer agrees to populate and maintain the Enrollment Roster with the most accurate and up-to-date information, as is reasonably possible. Upon enrollment, MASA agrees to mail to all new members a new member packet, including a membership services agreement ("MSA"), a membership card, and explanation of benefits.

4 Membership Fees & Payment MASA agrees to provide Memberships at the following rates:

	<u>Platinum</u>	<u>Emergent Plus</u>
Monthly	\$39	\$14
Annual	\$468	\$160

At MASA's sole discretion, MASA may change, add, or remove product offerings and the respective pricing of such product offerings.

- Employer agrees to offer and/or provide the Memberships to its employees via (Employer – Check all that apply):

Payroll Deduction Employer Paid Cost Share via Payroll Deduction Bundled (with Health Plan)

- Employer shall remit payment to MASA on the following basis:

Monthly Annual

For recurring payments following the initial payment above, Employer acknowledges and agrees that Employer's failure to make "timely payment" constitutes breach of this Agreement. For the purposes of this Agreement, "timely payment" shall be defined as payment made within thirty (30) days from the date identified in any bill and/or invoice submitted to Employer by MASA MTS. Failure to cure such a breach within fifteen (15) days of receiving written notice from MASA may result in the termination of this Agreement. Waiver of such termination rights shall not prevent future enforcement of the same.

- Employer desires MASA to (Employer – Please select one option):

- Invoice Employer directly
- Allow Employer to remit payments via self-bill process
- Work with Employer's third-party administrator ("TPA") for payments. The TPA contact information for billing purposes is:

Name: _____

Email: _____

Phone Number: _____

- 5 Membership Effective Date: Each Member's benefits become effective as of the Member's membership effective date ("Membership Effective Date"). The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the end of the Enrollment Period, unless prior written approval has been received from MASA. Additionally, for a new employee who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new employee is completed, unless prior written approval has been received from MASA. For a current employee who enrolls after the Enrollment Period, the Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the current employee is completed. For employees that enroll as a Member during the Enrollment Period, the Membership Effective Date shall be _____, 20__.

The initial payment for this plan will be made by the Employer by _____, 20__ ("Initial Payment Date"). The Initial Payment Date must be no later than 45 days after the Membership Effective Date.

- 6 Membership Benefits and Requirements: The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer's reimbursement. Reasonable and customary expenses are determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer's determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. The Parties

Group Number: _____

acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage, nor is a Membership intended to replace or take the place of primary insurance coverage

By offering and/or providing Memberships to its employees, Employer represents and warrants that Employer also offers health insurance policies and plan options that provide a level of coverage for emergency, ground and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation. Failure by Employer to provide and/or maintain such coverage for its employees may be grounds for immediate termination of this Agreement. Waiver of such termination rights shall not prevent future enforcement of the same

- 7 Membership Services Agreement All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA MTS and Member employees. Notwithstanding the terms and conditions of that MSA, those members purchasing the Platinum Membership under the monthly payment option via payroll deduction, "Worldwide Coverage" will be an included benefit without the full annual payment requirement (ref Platinum Service Agreement Article 1 Service #13). All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply. This waiver does not include enrollments by employees who choose to enroll other family member Platinum Memberships via the "Self-Pay" (Member pays MASA directly) or "Payroll Deduction" (Employer permits Member to pay for other family members via a payroll deduction) monthly membership fee option.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC. _____ (Group)

Signature

Signature

Name: Executive, Medical Air Services Association, Inc.

Name: Executive, Employer

Date

Date

MEDICAL AIR SERVICES ASSOCIATION OF FLORIDA, INC.

Signature

Name: Executive, Medical Air Services Association of Florida, Inc.

Date



November 08, 2021

City Administrator's Summary Report

October 25 – November 08, 2021

Administration

COVID Update - Worldwide there have been over 248 million persons infected by the virus, up 2% over the last two weeks, with over 5 million reported deaths attributed to the infection. 18.7% (46.5 million) of all reported cases have occurred in the U.S. which has also reported over 750,000 attributable deaths. Colorado has experienced approximately 760,000 confirmed cases. As of November 04, Kit Carson County has reported 1005 positive cases, up 73 cases in the last two weeks, with a mortality rate of 20 persons. There continues to be no Kit Carson County directed public health orders (or new State Directed orders) in place for the COVID response. However, it is highly advised to increase social distancing measures and/or improve ventilation in indoor venues in efforts to slow the growing incidence of the virus. It is also recommended to hold large venues in outdoor spaces rather than indoors. Lastly, vaccination is still the preferred option to prevent infection, if not vaccinated, masks are highly encouraged.

2022 Budget - Proposed FY 2022 budget was prepared and presented to council at the "Budget Workshop", held October 11, 2021, 5:00 P.M. at the Community and Education Center. Budget discussion to be held to determine any additional changes needed as we prepare for the Public Hearing on November 8th. After public hearing, additional changes will be made, and final budget prepared for review and adoption at the December 13th council meeting.

Proposed Employee Benefit – Lynn Arenson State Director for MASA MTS presented to the Management Team the benefits of membership with MASA. MASA Medical Transport Services provides members with coverage for both emergent and non-emergent air and ground ambulance transport, regardless of the provider. Coverage is provided for employee and immediate family members anywhere in the United States and Canada. Asking Council if City can provide costs associated with program as part of benefit package offered to employees. Cost is \$14 a month per employee (includes family). Coverage for employees (full and full-time part-time), family, and council will add \$8,400 a year to the budget.

Year End bonus – In the past, the City has provided for additional compensation for employees at year end, to celebrate their accomplishments both personally and professionally and for their service to the community. This year is no different than past, and we are proposing to appropriate ARPA funding of approximately \$23,550 in bonuses to be distributed to full-time, full part-time, council, municipal judge and city attorney. The use of ARPA funding is authorized through Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds Rule. In 2021, The City received \$394,619.12 in ARPA Funding. To date \$358,804.80 has been appropriated leaving a balance of \$35,814.32. The above expense will leave a balance of \$12,264.32 in restricted funds that will carry over to next year.

SAFEbuilt Agreement – I signed an Agreement with SAFEbuilt whereby they will perform plan review services for the Safeway Project, 333 South Lincoln Street. Plans will be reviewed for compliance with building codes, local ordinances including zoning for large commercial projects. We do not have the expertise to perform this service in house, therefore are outsourcing this to ensure a complete plan review is conducted. Cost for the project is \$7,740.69. This review will be completed within the next three weeks after which the Planning and Zoning Committee will review and hold public hearings for comment. Our goal is to have this all completed by year end with Safeway ready to move quickly after the first of the year.

April 05, 2022 Municipal Election – Currently developing ballot language for Ballot Issue asking the question should taxes be increased through the imposition and assessment of an additional 6% sales tax on retail marijuana. This citizen-initiated ballot issue asks the voters to allow for retail marijuana stores in the City of Burlington with rules, regulations, and restrictions as adopted by council in the form of an ordinance. The ordinance is currently being finalized, at which point petitioners for this ballot issue will begin the petition process. Ballot and Ordinance language will be reviewed by City Attorney prior to distribution.

Additionally, ballot language is being developed for a Referred ballot issue asking the voters to approve for the assessment of an additional 1% sales tax with all revenues derived from such tax collected be spent for street maintenance and repair to include curb, gutter, sidewalk and alleyways.

And as always, will be three council seats up for election.

Preparing Request for Proposals for Comprehensive Plan to be distributed prior to year-end.

Operations/Public Works

- **Water/Wastewater**
 - Daily well checks and testing.
 - Daily checks and maintenance at WWTP
 - Hydrant flushing and pressure checks in process.
 - Sanitary Survey training attended in Limon, October 20th.
 - Backflow devices being tested. City has 97.5% compliance with this program, exceeding the 90% compliance rate established by State.
 - Aerator installation at WWTP was completed last week.

- **Parks**
 - Mowing operations have ceased for the season
 - Water lines blown out for winterization process
 - Equipment maintenance underway

- **Streets**
 - Street sweeping underway.
 - Alley maintenance.
 - Pothole repair and maintenance in process.
 - Equipment maintenance.
 - Assist electric department with pole setting at Tower Ave.

- Electric
 - Hiring process - top candidate backed out of offer of employment. Second candidate is interviewing for position. Hope to have on board by month end.
 - Substation maintenance and system check performed. Our contracted technician that performs substation maintenance announced his retirement, and a new tech has been found that has visited the city and performed check of system. New company is providing contract information for ongoing testing, maintenance and repair of sub-station concerns.
 - Streetlights on Tower Avenue being installed.

Intergovernmental/Upcoming Events

- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Council Meeting – Monday November 08, 2021, 6:30 P.M., Community Center Room A, In Person or Virtual
 - Public Hearing – FY2022 Budget
- Council Meeting - Monday November 29, 2021, 6:30 P.M., Community Center Room A, In Person or Virtual
 - Final Budget Review
- Council Meeting – Monday December 13, 2021, 6:30 P.M., Community Center Room A, In Person or Virtual
 - Budget Adoption



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

Two liquor license renewals have been turned in for approval at the council meeting.

Staff completed a Colorado Bureau of Investigation Criminal Justice Information System Audit (CBI-CJIS Audit). CJIS is used to obtain background information for specific purposes; and, in the city's case, it is new liquor license applications. To have access to CJIS, the City is required have a person certified in Security Awareness Training. Certification training was completed. An online questionnaire was completed, which resulted in the need for written office policies regarding how the City handles Criminal History Record Information (CHRI), electronic records, system and equipment security, wrongful use, record destruction, etc. Policies have been created to satisfy CBI requirements. The City received a letter of compliance from CBI. This was the City's first audit. We will be audited again in 2024.

This is the time of year Pinnacol Assurance sends out its Renewal Payroll Request form for 2022 wages. Pinnacol is the City's workman's compensation insurance provider. This report requires designating employee compensation into different categories so Pinnacol may calculate the 2022 premium. Categories are city council, attorney, aviation, streets, parks, building management, transportation, police officers, waterworks, electric power, and clerical. This form was turned in Nov. 2.

The CML Election Handbook arrived Thursday. We will begin preparations for the April election.

Two additional employees reported positive COVID-19 test results and are added to the total.

COVID-19 update

City employees testing positive:

2021 total to date:	7
2020 total:	<u>10</u>
Grand total:	17

