

**CITY OF BURLINGTON
KIT CARSON COUNTY
CITY COUNCIL
WORK SESSION
AGENDA
03-2020
COMMUNITY BUILDING ROOM A
340 S 14TH STREET
February 10th, 2020
6:30 PM**

1 Call to Order

2 Pledge of Allegiance

3 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 Liquor License Renewal for Tequilas Restaurant

Approval of Liquor License Renewal for Pester Marketing d.b.a. Alta #6142

4 Public Comment

5 Unfinished Business

6 New Business

a. Approval of Resolution 2020-05, authorizing the Clerk to appoint Election Judges

b. Approval of the Mayor's signature on the Display and Services agreement with Tri-State Fireworks

7 Reports from City Departments

Administrator- Jim Keehne

Clerk- Suzanne Velasco

8 Council Comments

A. Mayor Dale Franklin

B. Kamron Weisshaar

C. Mark Burghart

D. Melvin Gilley

E. Harold McNerney

F. Greg Swiatkowski

G. Paul Velasco

9 Adjournment

Emergency matters that may come before Council may be discussed with decisions to be ratified at a subsequent Council meeting.



February 10, 2020

City Administrator's Summary Report

January 27 – February 10, 2020

Administration.

- Boundary Survey for US Census has been reviewed and submitted to Census Bureau. Information will be utilized to mail out census information. Importance of Census is it assists with government funding sources in the form of grants and loans.
- HUTF documentation has been updated and submitted to Colorado Department of Transportation. The required annual survey ensures our eligibility to receive HUTF, utilized for street repair and maintenance concerns. Typically generates approximately \$120,000 in revenue annually.
- Atwell, LLC is developing maintenance program, improvement plan and capital plan for our electrical system. The goal here is to assist in preventive maintenance and to identify areas of our system that are in need of improvement, and to budget for our needs over the course of the next five years. Our goal is to reduce outages by 50% over the next three years.
- Meeting held January 29th with Department of Corrections, Core Civic, and City of Burlington at Kit Carson County Correctional Facility where discussion was held regarding the potential opening of the facility to house Idaho inmates, and how amended language to HB 1019 (a private prison study bill) would affect the opening of the prison. DOC Executive Director reported that all he can do is follow what the existing law is which allows for out of state prisoners to be housed in private prisons in Colorado once the inmates and prisons have been properly vetted and approved. He also indicated that the change in language to the existing Bill would pretty much remove the option of private prisons in Colorado. After meeting, Core Civic staff went to the House to lobby for change in language to the Bill and were unsuccessful in affecting change with the House voting to approve language in Bill. County and City officials have contracted with Greg Brophy to lobby on behalf of Kit Carson County and the City of Burlington as to the economic impact the complete closure private prisons will have on rural areas in Colorado. The Bill is now under review by the Senate and should go to a vote by end of this week. In the interim, we are still working the phones and trying to garner support of rural Colorado.
 - Facts
 - Average City Revenues Prior to close of Prison = \$895,000 (Property Tax, Utilities, Head Tax, Est Sales Tax).
 - Average City Revenues After Close of Prison = \$370,000 (Property Tax decrease, Utility usage Decrease, Head Tax 0, Est. Sales Tax 0).
 - County Revenues in the form of property tax has decreased significantly
 - Taxing Districts in County have seen revenues decreased.
- Still no word from CDPHE as to their acceptance of the Final Copy of Preliminary Engineering Report Nitrate Removal Treatment prepared by Merrick for Burlington and submitted to them as our final report.
- City Attorney and staff will be working to develop Ordinance for TABOR Election reference increase in Sales Tax. Should Ordinance be adopted and published, electors have the right to submit written comments which will be summarized and mailed to registered electors, 30 days prior to election with Notice of Tabor Election. Ordinance will come before City Council at the next scheduled meeting, February 24th.

- Planning and Zoning will be holding a public hearing on the Carousel Court Annexation, 5:00 P.M. February 26th, Room A Community Center. At this time Notice of Hearing has been posted and property has been posted regarding intent to annex.
- The County has advised that they will provide the City with the generator removed from the County building during the remodel last year, to be used to provide backup power during emergency type situations such as power outages. The generator would be sited at the Community building to provide for power to certain areas during prolonged outages, providing for those citizens in need of oxygen or other services, heat, kitchen operations (hopefully). Daniel Electric has provided a quote to install necessary infrastructure to provide for power service. Still working to get quote for structure to secure generator.
- “Coffee with the Community” meetings are being held the first and third Monday’s of the month, 7:00 – 9:00 A.M., the purpose of which is to obtain feedback from the community on issues or topics of importance in which the community wishes to be informed. The First session was held February 3rd, to which only City Staff were in attendance. We will be exploring additional ways to inform community of meetings in the hopes of garnering increased participation.

Operations

- Looking at costs for taps, specifically in water, sewer and electric to determine actual costs the City incurs and what fee structure should look like. Tap fees have not seen an increase since 2010. These costs should be borne by developer rather than whole community.
- Bid Specs developed for equipment acquisition, will be published this week.
- Water/Wastewater
 - Conducting process control and nitrate testing at blending plant and contributing wells
 - Wastewater composite testing and Regulation 85 compliance testing taking place
 - Meeting January 24, with Merrick to discuss engineering report required by State on Wastewater facility. Merrick will be checking metering discrepancies and looking at operations and environmental factors to determine why BOD (Biological Oxygen Demand) effluent concentrations exceed state standards.
- Parks
 - Mower maintenance and repair operations underway.
 - Cleaning and maintenance of equipment taking place.
 - Maintenance in Parks
- Streets
 - Street sweeping underway
 - Pot hole repair and maintenance in process.
 - Grading and cleaning of alleys underway.
- Electric
 - Replacing blown transformer at COOP elevators
 - Built risers to COOP
 - Completed swap-over to DDI
 - Creating priority list for 2020 pole replacement plan

Public Safety

- Three finalists for the Chief of Police position will be in Burlington on February 12th for an Assessment Center process to aid in determining who the next Chief of Police will be. Interviews with Community

Board will be held from 7:30 – noon, Question and Answer with Police Department from 2:00 – 3:30, and Community meet and greet from 5:00 – 7:00 P.M. From this day long process a top candidate will be determined, and a position offering made. You each should have received a letter outlining the process and asking for your participation in the meet and greet.

- 2 applications for police officer and 2 applications Neighborhood Services positions have been received and working to schedule testing.

Intergovernmental/Upcoming Events

- January 29, 2020 – Meeting with DOC and Core Civic at Prison Facility
- January 29, 2020 – Meeting with Law Enforcement Consultant – Hiring Process
- February 3, 2020 – Community Meeting – Community Center
- February 3-5, 2020 – No Till - Community Center
- February 5, 2020 – Meeting with BOCC



415 15th Street * PO Box 366 * Burlington, CO 80807 * Phone 719.346.8652
email: suzanne.velasco@burlingtoncolo.com www.burlingtoncolo.com

To: Council
From: Clerk's Office – Suzy Velasco
Date: 2/7/2020
Re: Report for 2/10/2020 Council Meeting

Past & Current Items

- Planning for the 2020 Election is underway.
 - Nomination petition packets have been developed and began circulation on February 7th
 - To date, 1 petition has been picked up
- Ongoing development of 2020's Safety Training curriculum utilizing CIRSA's resources
- Census Bureau annual reporting of issued building permits in 2019 – due to be completed 2/21
- Resolution 2020-05, authorizing the Clerk to appoint election judges, has been drafted and brought to Council for approval tonight
- An article has appeared in the paper and an audio interview has aired on KNAB regarding nomination petitions becoming available

Upcoming Items

- Continue Election planning
- Election training webinars through CML – 2 remaining

- **Notify Me Statistics as of 2/6/2020:**
 - **Calendar Subscriptions**
 - 374
 - **Agendas Module**
 - Subscribers - 28
 - **Newsflash Subscriptions**
 - Business - 47
 - Community - 91
 - Government – 50
 - **Jobs Module Subscriptions**
 - 36
 - **Bids Module Subscriptions**
 - 62
 - **Total Subscriptions**
 - 688
- **Facebook Statistics as of 1/24/2020**
 - 1059 likes (Burlington, CO page)

" Building a Stronger Community For Tomorrow!"

STATE OF COLORADO)
)ss.
County of Kit Carson)

CLERK’S CERTIFICATE

That I, Suzanne Velasco, the official City Clerk of the City of Burlington, do by these presents say that the foregoing Resolution was authorized and adopted by the City Council of the City of Burlington on the 10th day of February, 2020.

DATED this 10th day of February, 2020.

Suzanne Velasco, City Clerk

[SEAL]

STATE OF COLORADO)
)ss.
County of Kit Carson)

I, _____, a Notary Public in and for the County of Kit Carson in the State of Colorado, do hereby certify that Dale Franklin, Mayor of the City of Burlington in the County of Kit Carson in the State of Colorado, who is personally known to me to be the person whose name is subscribed to the foregoing Resolution, appearing before me this day in person, acknowledged that he signed, executed, sealed and delivered the said instrument in writing as his free and voluntary act and deed as such Mayor and as the free and voluntary act of the City of Burlington in the County of Kit Carson in the State of Colorado, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th Day of February, 2020.

[SEAL]

Notary Public

My Commission Expires: _____

DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "Agreement" made and entered into this 4th, day of February 2020, by and between Tri-State Fireworks, Inc. P.O. Box 31 Brighton, CO 80601 (hereinafter referred to as "SELLER) and:

City of Burlington
415 15th
Burlington, Colorado 80807

(hereinafter referred to as "BUYER")

1. **TIME AND PLACE: POSTPONEMENT/CANCELLATION, SELLER** agrees to deliver display fireworks product for the execution of fireworks display to be held on:

July 4, 2020

At the following location: Burlington High School
380 S. 18th Street
Burlington, Colorado 80807

Weather permitting. An alternate inclement weather (generally excessive wind and/or precipitation) date during the 2020 calendar year is to be designated by BUYER and agreed upon by SELLER, at the same place set forth herein above. It is agreed and understood by and between the parties hereto that BUYER shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event BUYER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, BUYER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. In the event the display cannot be postponed to an alternate date within the calendar year, SELLER shall have the right to retain, thirty five percent (35%) of the total contract price for expenses incurred and services rendered.

2. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER and BUYER. The BUYER agrees to provide a complete list of additional insured to be named on the certificate.

3. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: Adequate security personnel, barricades, ropes with flags, etc., to barricade all closed areas to spectators; sufficient space to be clear and free of all persons except those expressly authorized or put in place by BUYER.

4. **PREPARATION OF DISPLAY:** BUYER shall be responsible for all aspects of the setup and operation of the display.

5. **PLACEMENT:** BUYER shall determine the placement and arrangement of fireworks display devices, spectator viewing areas, and any and all equipment involved with the

pyrotechnic display to ensure the highest degree of show integrity and shall have sole discretion over placement necessitated by applicable federal, state, local safety, fire or other regulations.

6. **COMPENSATION:** Compensation shall be made to the SELLER in the amount of Ten Thousand Dollars (\$10,000.00), to be paid at delivery. Unpaid accounts are subject to one and one half percent (1 1/2%) interest charge per month after fifteen days. All applicable state or local sales tax will be payable by the BUYER.

7. **INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons contracted by SELLER for and against all losses, damages, demands, costs, claims, suits and other related actions or proceedings of whatever nature or kind resulting from damages or injury arising in any way out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, resulting from any source other than one the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three of this agreement above.

8. **FORCE MAJEURE:** Subject to the provisions of paragraph one above, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this agreement.

9. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable or in any such provision is waived or not enforced by any party hereunder, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER, This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Colorado, as they may exist from time to time.

10. **ATTORNEY FEES:** If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

TRI-STATE FIREWORKS, INC.
"SELLER"

CITY OF BURLINGTON
"BUYER"

By:  _____

By: _____

Date: February 4, 2020

Date: _____