



**AGENDA
CITY OF VICTOR
REGULAR CITY COUNCIL MEETING
APRIL 16, 2020 – 6:00 P.M.
REMOTE***

The Victor City Council encourages and appreciates the community's interest in attending City Council meetings. Members of the public who are called to speak on an agenda item will be limited to a three-minute presentation.

- I. CONVENE REGULAR MEETING
- II. ROLL CALL
- III. **CONSENT CALENDAR:** *(These items will be acted on as a whole, unless a specific item is called for discussion by a Council member or Mayor)*
 - A. Minutes of City Council Meeting: March 19, 2020 ☒
 - B. Financial Statement: March, 2020 ☒
- IV. **REPORTS/PRESENTATIONS**
 - A. Mayor and Councilor Reports/Presentations
 - B. Public Works – Kurt Yeater
Dam Reservoir #2
COVID Response Team – Drew Nease
 - C. City Administrator – Richard Mann
- V. PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT
- VI. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA
- VII. NEW BUSINESS
 - A. CHANGE ORDER #1 – SGM Engineers – Victor Water Treatment Plant DOVE Engineering - \$30,510.00. ☒
 - B. AGREEMENT FOR SERVICES – Miner's Union Hall Stabilization Project - High Country Welding and Construction Services, LLC - \$21,250.00. ☒
- VIII. AN EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) concerning operation of the City's water and wastewater facilities.
- IX. RECONVENE IN REGULAR SESSION.
- X. ADJOURN.

* To access the work session and meeting remotely, go to zoom.us, click on "Join a Meeting" tab, type in the meeting ID – 963 4398 3869; click "Open Zoom Meetings" pop up; enter password – 090687.

PUBLIC WORKSESSIONS START AT 5 P.M. PRIOR TO REGULAR COUNCIL MEETINGS

Note: Any item on this agenda may be subject to a vote by City Council. Assistance for the hearing, visually, or physically impaired may be provided upon request. Please inquire at the office of the City Clerk, 1-719-689-2284, or to P. O. Box 86, Victor, CO 80860.

For persons with hearing impairments, please call RELAY COLORADO at 711 or 1-800-659-2656 and request "City of Victor at 719-689-2284."

The City of Victor supports efforts to affirmatively further fair housing.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

**MINUTES
CITY OF VICTOR
REGULAR CITY COUNCIL MEETING
MARCH 19, 2020 – 6:00 P.M.
REMOTE**

- I. **CONVENE REGULAR MEETING** Mayor Bruce Davis called the meeting to order at 6:00 p.m.
- II. **ROLL CALL:** Present were Mayor Bruce Davis, Councilors Buck Hakes, Michelle Wirtz, Mark Gregory and Barbara Manning. Also present were City Administrator, Richard Mann and City Clerk, Glori Thurston.
- III. **CONSENT CALENDAR:** *(These items will be acted on as a whole, unless a specific item is called for discussion by a Council member or Mayor)*
A. Minutes of City Council Meeting: February 20, 2020
B. Financial Statement: February, 2020
A motion by Michelle Wirtz to approve the Consent Calendar was seconded by Barbara Manning. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 – 0.
- IV. **REPORTS/PRESENTATIONS**
A. Mayor and Councilor Reports/Presentations: Mayor Bruce Davis reported the Gold Belt Scenic Byways is sponsoring 5 and 10K race in September. Councilor Hakes reported all local restaurants and casinos will be closed until April 30, 2020.
B. Fire Chief – Chivas Groves: Not present. See item number VI below.
C. Public Works – Kurt Yeater: Mr. Yeater reported on supplies, inventory and snow plowing. Mr. Mann reported the public works department joined American Public Works Association for training and accreditation.
D. Victor Main Street – Becky Frank: Ms. Frank was not present. Mr. Mann reported on the 2019 mini grant progress; 2020 mini grant progress; Victor Main Street Leakage Analysis; board orientation and training; landfill design; and city projects.
E. City Administrator – Richard Mann: Mr. Mann reported on emails pertaining to trash around dumpsters; Becky Frank's assignment to the Teller County Combined Agency for the ICS involvement with the COVID-19 response overseeing logistics for personal protection equipment; Richard Mann's assignment to the Economic Impact Committee with the Teller County Commissioners; bids for the Miner's Union Hall; and other administrative matters.
- V. **PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT:** None.
- VI. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA:** Mayor Bruce Davis requested the deletion of agenda item number IV. B. Fire Chief -Chivas Groves.
- VII. **ORDINANCES AND RESOLUTIONS**
A. RESOLUTION NO. 2020-03-19.01 – A RESOLUTION CONSENTING TO AND EXTENDING THE ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR THE CITY OF VICTOR, COLORADO. Richard Mann reported the resolution allows communication to the City of Victor with resources at hand concerning COVID-19. Mr. Mann is requesting to extend the date to May 21, 2020. Jeff Parker, Victor City Attorney, stated the resolution will qualify for disaster relief for the City of Victor. Mr. Parker recommended to extend the declaration date. A motion by Buck Hakes to adopt Resolution No. 2020-03-19.01 and extending the Order Declaring a Local Disaster Emergency in and for the City of Victor, Colorado, until May 21, 2020 was seconded by Michelle Wirtz. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 – 0.
- VIII. **NEW BUSINESS**
A. REMOTE MEETING POLICY: Mr. Mann reported this policy allows for remote meetings during the COVID-19 situation. A motion by Barbara Manning to accept the remote meeting policy was seconded by Michelle Wirtz. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 – 0.
B. APPOINTMENT OF VICTOR MUNICIPAL COURT JUDGE DEBRA EILAND: Mr. Mann recommended Debra Eiland to replace the retiring City of Victor Municipal Court Judge Thrasher. Ms. Eiland provided a brief background about herself. A motion by Buck Hakes to appoint Judge Debra Eiland as the Victor Municipal Court Judge was seconded by Mark Gregory. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 – 0.

- IX. AN EXECUTIVE SESSION to consider the purchase, acquisition, lease transfer or sale of real, personal or other property, pursuant C.R.S. 24-6-402(4)(a), concerning the City’s potential acquisition of property. See item X. A. below.**
- X. AN EXECUTIVE SESSION to hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b), concerning an employment issue.**
- A.** Mr. Jeff Parker stated the first executive session is to consider the purchase, acquisition, lease transfer or sale of real, personal or other property, pursuant C.R.S. 24-6-402(4)(a), concerning the City’s potential acquisition of property. The second executive session is to hold a conference with the Town and Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. 24-6-402(4)(b), concerning employment issues. A motion by Michelle Wirtz to go into the aforementioned executive sessions by Victor City Attorney, Jeff Parker was seconded by Buck Hakes. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 –
- XI. RECONVENE IN REGULAR SESSION:** Mayor Bruce Davis re-opened regular session at 7:20 p.m. Mayor Davis reported no decisions were made and items discussed remain confidential.
- XII. ADJOURN:** A motion by Buck Hakes to adjourn was seconded by Michelle Wirtz. All were in favor and the motion carried. Mayor Bruce Davis closed the meeting at 7:21 p.m.

ATTEST:

Bruce M. Davis, Mayor

Glori Thurston, City Clerk

CITY OF VICTOR CONTRACT CHANGE ORDER	Project: Victor Water Treatment Plant DOVE Engineering	
	Location: 2038 County Road 81, Goldfield	
	Date: March 25, 2020	
Contractor: SGM Engineers	Estimated cost to project: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$6,000	
Complete Address: 118 W. Sixth St, Suite 200 Glenwood Springs, CO 81601	Total additional days allowed to complete work:	
Modification Title: Survey of WTP site (\$3,500) and unanticipated engineering on instrumentation at vault (\$2,500).		

Your contract is hereby modified to include a price decrease under schedules A and B and the inclusion of Schedule C at an increased price to address additional curb, gutter, flatwork, lighting and paving on Diamond Avenue. Detailed line items are attached.

BID SCHED #	Item Description	Original Bid Amount	Price Changes	New Bid Amount
Task 04	Site Survey	\$24,510	+\$3,500	\$28,010
Task 02	Instrumentation Eng.		+2,500	\$30,510
TOTALS			+\$6,000	\$30,510

Updated project schedule:

Survey: Complete by February 7, 2019
 Complete 90% Design and AOC Package: February 28
 Submit CDPHE AOC: March 6
 CDPHE Approval (worst Case): Late April
 Bidding: April
 Construction: June – August 2020

The Contractor accepts this Change Order for work to be performed and prices on which payment is to be based.	
REQUIRED FOR ALL CHANGE ORDERS	
Authorized by Engineer:	Date:
Contractor Representative:	Date:
Approved by City:	Date:

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Victor, a Colorado municipal corporation (the "City") with an address of 500 Victor Avenue, Victor, CO 80860 and High Country Welding and Construction Services LLC, an independent contractor with a principal place of business at P.O. Box 648, Victor, Colorado 80860 ("Contractor") (collectively the "Parties").

WHEREAS, the City requires the removal of the stabilization of the upper rear walls of the Miner's Union Hall; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**. No change to the Scope of Services, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City.

II. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed Thirty-one thousand two hundred fifty dollars (\$31,250.00). This amount includes the completion of all work detailed in Exhibit A to this contract.

III. CONTRACTOR RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

V. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. Any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. Contractor shall provide to the City a certificate of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

VI. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

VII. TERMINATION

This Agreement may be terminated upon the City's providing Contractor with seven (7) days advance written notice. If the Agreement is terminated by the City's issuance of written notice, the City shall pay Contractor for all work authorized and completed prior to the date of termination.

VIII. ILLEGAL ALIENS

A. **Certification.** Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Contractor will participate in the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. **Prohibited Acts.** Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with this Agreement.

E. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

IX. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Teller County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the City not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**EXHIBIT A
SCOPE OF SERVICES**

The contractor shall complete Phase 1 demolition and stabilization work including the removal of the existing brick walls at the rear of the building down to the existing second floor as noted on the plans, stepping the bricks as required. The top of the walls that have been removed shall be covered with a EPDM membrane as noted on the plans for weather protection as indicated in the Construction Documents, Project Manual and Plans titled "Miner's Union Hall Structural Stabilization".

It is understood that:

- 1. The address of the building is 110 N. 4th Street, Victor, CO 80860.**
- 2. The neighboring property to the north of the building is privately owned and leased to the Cripple Creek and Victor Gold Mine for parking. Coordination with the mine and the City for removal of mine vehicles during the project is critical. Contractor shall request from the Public Works Department, appropriate signage for the closure of public sidewalks and parking to protect the public and adjacent properties as required to maintain safe conditions.**
- 3. The bid package, including the Project Manual, Drawings conditions, drawings and specifications and any clarification of the bid package are made part of this contract by reference.**
- 4. Project shall commence immediately upon full execution of this contract and sign installation shall be completed by October 31, 2020.**
- 5. Contractor shall acquire the City building permit for the project.**
- 6. Contractor shall coordinate with Owner on removal of brick and potential for salvage of some brick to be re-used on the façade.**
- 7. Work shall be done in weather acceptable for patching of existing masonry if required.**
- 8. No performance or payment bond is required. An initial payment of \$10,000 will be issued to contractor on receipt of invoice. Remaining payments will be issued based on work completed and/or stored. A final payment will be made following the passage of the final building inspection.**

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the Federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the City.

Signature: _____