

**AGENDA
CITY OF VICTOR
REGULAR COUNCIL MEETING
May 20, 2021 – 6:00 P.M.
REMOTE AND IN-PERSON**

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
PLEDGE OF ALLEGIANCE
INVOCATION**
- 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 Regular City Council Meeting: April 15, 2021 ☒
 - B. Financial Statement: April, 2021 ☒
- IV. **PROCLAMATION – Elks National Youth Week May 1 – 7, 2021 ☒**
- V. **PUBLIC PRESENTATION**
 - A. Representative Mark Baisley; Kurt Huffman, Legislative Volunteer; Antoinette Harris, Legislative Aide; Gerry McDaniel, Water Attorney
- VI. **REPORTS**
 - A. Mayor and Councilor Reports
 - B. Public Works – Kurt Yeater
 - C. Building Department – Vera Pratt
 - D. Mainstreet – Kim Lottig
 - E. City Administrator – Richard Mann
 - F. City Clerk/Treasurer – Glori Thurston
- VII. **PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT**
- VIII. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
- IX. **NEW BUSINESS**
 - A. **PROFESSIONAL SERVICES AGREEMENT – Hawkeye Striping, Inc. – Restriping/Repainting Streets, Curbs and Crosswalks - \$7,170.80 ☒**
 - B. **2021 GAMING GRANT APPLICATION**
- X. **ADJOURN**

***To access the work session and meeting remotely, go to www.cityofvictor.com home page, click on “Departments” tab located at the top of the home page, scroll down and click on “Mayor and City Council”, and follow pop-up window instructions.**

WORKSESSION STARTING AT 5:00 P.M. PRIOR TO REGULAR COUNCIL MEETING

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 COUNCIL MEETING
APRIL 15, 2021 – 6:00 P.M.
REMOTE AND IN-PERSON**

- I. **CONVENE REGULAR MEETING:** Mayor Bruce Davis called the meeting to order at 6:00 p.m. and led the assembly to recite the Pledge of Allegiance. (Because of the State of Colorado Department of Public Health and Environment moving Teller County from orange to blue, a COVID-19 Safer at Home - Caution category and due to the City's Disaster Declaration on March 19, 2020 related to the COVID-19 virus, the meeting was held in-person and by means of virtual access provided through 3CX).
- II. **ROLL CALL:** Present and in-person were Mayor Davis, Mayor Pro-tem Buck Hakes, Councilors Mark Gregory, Barbara Manning and Michelle Wirtz. 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 Regular City Council Meeting: March 18, 2021
B. Minutes of Special City Council Meeting: March 25, 2021
C. Financial Statement: March, 2021
A motion by Councilor Manning to approve the Consent Calendar without the March, 2021 financial statement was seconded by Councilor Wirtz. All were in favor and the motion carried.
- IV. **REPORTS**
A. Mayor and Councilor Reports: Mayor Davis gave an update on the COVID-19 dial dashboard and the relaxed restrictions. Mayor Pro tem Hakes announced the date, time and location of the Victor Vaccination Clinic.
B. Public Works – Kurt Yeater: Mr. Yeater gave an update on current and future projects, equipment maintenance, training and other public work matters.
C. Fire Department – Fire Chief Ryan Haines: Fire Chief Haines gave an update on equipment, bunker gear, vehicle maintenance, call volume data, and other fire department matters. Councilor Hakes recognized the emergency personnel for their professionalism and care during his accident.
D. Building Department – Vera Pratt: Ms. Pratt gave an update on training and other building department matters.
E. Mainstreet – Kim Lottig: Ms. Lottig gave an update on the Mainstreet conference, City events, board members and other Mainstreet matters.
F. City Administrator – Richard Mann: Mr. Mann recognized staff and City Clerk for their hard work and dedication to the City and gave an update on other administrative matters.
G. City Clerk/Treasurer – Glori Thurston: Ms. Thurston announced the hosting of the CML District 4 meeting, gave an update on the annual audit, and other City Clerk matters.
- V. **PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT:** Ms. Kim Lottig, Main Street Representative, introduced Mr. Ben Gallentine, Rocky Mountain Rambler 500 who presented the 2021 Rocky Mountain Rambler 500 event guide. He presented, parking, street closures, emergency plans and other matters related to the event. Mayor Davis requested the event be managed through the Victor Business Alliance. David Brandt, Victor Business Owner, stated the event will bring revenue into town and purposed a parking plan.

Mr. Stanley Conley, Representative of Victor Business Alliance and Victor Elks, along with Kurt Yeater, City Resident and Representative of Victor Elks requested permission to install a grease pole in Wallace Park as part of the kids' games scheduled for July 4, 2021.
- VI. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA:** None
- VII. **PUBLIC HEARING**
A. ORDINANCE NO. 514 – SECOND AND FINAL READING - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTOR, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, APPROVING A LOAN FROM THE COLORADO WATER CONSERVATION BOARD; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN CONTRACT, THE PROMISSORY NOTE TO EVIDENCE SUCH LOAN, AND THE SECURITY AGREEMENT IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING: Mayor Davis opened the public hearing at 7:37 p.m. Richard Mann, City Administrator,

presented Ordinance No. 514. No public comment. Mayor Davis closed the public hearing at 7:38 p.m. A motion by Councilor Hakes to adopt Ordinance No. 514 on the second and final reading, an ordinance of the City Council of the City of Victor, Colorado, acting by and through its water activity enterprise, approving a loan from the Colorado Water Conservation Board; authorizing the form and execution of the loan contract, the promissory note to evidence such loan, and the security agreement in connection therewith; authorizing the execution and delivery of documents related thereto and prescribing other details in connection therewith; and declaring an emergency on second and final reading was seconded by Councilor Gregory. Upon a roll call vote being taken, the vote was: Aye – 5 Nay – 0. The motion carried 5 – 0.

VIII. ORDINANCES AND RESOLUTIONS

- A. RESOLUTION NO. 2021-04-15.01 - A RESOLUTION ELIMINATING VARIOUS LOT LINES IN BLOCK 19 OF THE CITY OF VICTOR (“VICTOR ORIGINAL”).** Vera Pratt, Community Development Official presented the resolution. A motion by Councilor Wirtz to adopt Resolution No. 2021-04-15.01, a resolution eliminating various lot lines in block 19 of the City of Victor (“Victor Original”) was seconded by Councilor Manning. All were in favor and the motion carried.
- B. RESOLUTION NO. 2021-04-15.02 – A RESOLUTION APPROVING A REAL PROPERTY DONATION AGREEMENT BETWEEN THE CITY AND BLACK HILLS COLORADO ELECTRIC, LLC RATIFYING THE EXECUTION OF THE DONATION AGREEMENT BY THE CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR OR THE CITY ADMINISTRATOR TO EXECUTE RELATED CLOSING DOCUMENTS:** Mr. Mann presented the resolution. A motion by Councilor Wirtz to adopt resolution No. 2021-04-15.02, a resolution approving a real property donation agreement between the City and Black Hills Colorado Electric, LLC ratifying the execution of the donation agreement by the city administrator to execute related closing documents was seconded by Councilor Gregory. All were in favor and the motion carried.
- C. RESOLUTION NO. 2021-04-15.03 – A RESOLUTION RESCINDING THE LOCAL DISASTER EMERGENCY DECLARATION PERTAINING TO THE PUBLIC HEALTH EMERGENCY CAUSED BY THE 2019 NOVEL CORONAVIRUS (“COVID-19”):** Mr. Mann presented the resolution. A motion by Councilor Wirtz to adopt Resolution No. 2021-04-15.03, a resolution rescinding the local disaster emergency declaration pertaining to the public health emergency caused by the 2019 Novel Coronavirus (“COVID-19”), was seconded by Councilor Gregory. All were in favor and the motion carried.

IX. NEW BUSINESS

- A. PROFESSIONAL SERVICES AGREEMENT – Shums Coda, aka, Colorado Code Consulting - \$5,400.00:** Mr. Mann presented the agreement. A motion by Councilor Manning to accept the professional services agreement with Shums Coda, aka, Colorado Code Consulting in the amount of \$5,400.00 was seconded by Councilor Gregory. All were in favor and the motion carried.
- B. AGREEMENT FOR DEDICATION AND CONVEYANCE OF NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES:** Mr. Mann presented the agreement. A motion by Councilor Wirtz to accept the agreement for dedication and conveyance of nonexclusive easement for ingress, egress, and utilities was seconded by Councilor Gregory. All were in favor and the motion carried.
- X. ADJOURN:** Meeting adjourned at 7:52 p.m.

ATTEST:

Bruce Davis, Mayor

Glori Thurston, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Victor, a Colorado municipal corporation (the "City") with an address of 500 Victor Avenue, Victor, CO 80860 and Hawkeye Striping Inc., an independent contractor with a principal place of business at 1155 6th Street, Penrose, Colorado 81240 ("Contractor") (collectively the "Parties").

WHEREAS, the City requires professional services; and

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

A. 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**.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the City, the Scope of Services shall be complete, and Contractor shall furnish the City the specified deliverables as provided in **Exhibit A**.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as set forth in the Scope of Services, which shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the City has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any of the work required under the Scope of Services.

V. OWNERSHIP

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the City. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the City all of its right, title, and interest in such work.

VI. 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.

VII. 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.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, 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 if such injury, loss, or

damage is caused in whole or in part by, 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 which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, 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 Contractor will participate in either 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 Contract; 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 Contract.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed the employment

eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

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

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

1. 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

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) 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. Duty to Comply with Investigations. 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 the terms of this Contract.

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.

XI. 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 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.

[Remainder of page intentionally left blank. Signatures on following page.]

CITY OF VICTOR, COLORADO

Bruce Davis, Mayor

ATTEST:

Glori Thurston, City Clerk

HAWKEYE STRIPING, INC.

By:

[Handwritten Signature]

STATE OF COLORADO)
) ss.
COUNTY OF Fremont)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th
day of May 2021, by Weldon Downer as President of Hawkeye Striping, Inc.

My commission expires: Dec 16, 2023

(S E A L)

[Handwritten Signature]
Notary Public

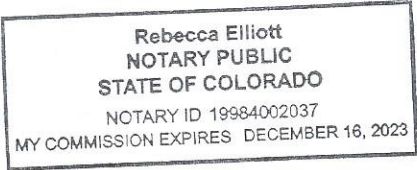


EXHIBIT A
SCOPE OF SERVICES

Contractor Duties and Responsibilities and Payment Terms

The need for repainting of the city's parking slots, cross walks, and ADA accessible spots are in great need. Contractor shall Repaint the existing strips in the city limits of Victor. This area consists of the map attached and any other spots that the city and Contractor agree upon or arises during repainting if needed for the better appearance of the city benefit.

Contractor price breakdown of services is.

Painting- Restripe street parking- 1,210.00

Painting: Handicapped- handicapped spaces 120.00

Painting: Curbing- Repaint blue curbing 140.80

Painting: Crosswalk- crosswalk bars 1,600.00

Painting: Stop bars- stop bars 640.00

Painting- Restripe Victor Avenue double yellow 2,275.00

Line removal- Remove Unwanted lines (17 total, Victor Ave, east side between 3rd & 4th street) 385.00

Mobilization fee- 800.00

Total- \$7,170.80

Contractor and city agree ambient temperature must be 45 degrees and rising for optimal performance. City Public Work will take measures to ensure all salt and Magnesium Chloride is not present on asphalt where restriping will take place, for bonding of paint will not cure properly and contractor is not held liable if this not addressed. Contractor will provide at additional cost removal of salt or magnesium chloride if city requests it.

All lines will be cleaned of debris prior to painting and lines that are completely faded out will be measured and marked to ensure line length accuracy.

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, Weldon L. Downer, am the sole owner/member/shareholder of Hawkeye Striping, Inc., a corporation [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.

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: Weldon L. Downer

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the City of Victor, Colorado (the “City”), hereby affirm that:

- 1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the City within twenty (20) days after such hiring date;
- 2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
- 3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Select Client Service Team	
	PHONE (A/C, No, Ext): 833-391-6524	FAX (A/C, No):
E-MAIL ADDRESS: Select_certificates@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Pinnacol Assurance Company		41190
INSURER B : Hartford Underwriters Insurance Company		30104
INSURER C : Hartford Accident and Indemnity Company		22357
INSURER D :		
INSURER E :		
INSURER F :		

INSURED HAWKSTR-01
 Hawkeye Striping, Inc
 1155 6th Street
 Penrose CO 81240

COVERAGES

CERTIFICATE NUMBER: 1568588185

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		72SBAA9FKS	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			72UECCD2899	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4217109	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employment Practices Liab			72SBAA9FKS	6/1/2021	6/1/2022	Each Claim Limit \$25,000 Annual Aggregate \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Business Liability Coverage Part includes a Blanket Additional Insured by Contract Endorsement, Form SL 30 32. City of Victor is included as Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Victor
 500 Victor Ave.
 Victor CO 80860

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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