



**AGENDA
CITY OF VICTOR
REGULAR CITY COUNCIL MEETING
April 20, 2023 – 6:00 P.M.**

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. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**

- IV. CONSENT CALENDAR: *(These items will be acted on as a whole, unless a specific item is called for a discussion by Council member or Mayor)***
 - A. MINUTES OF CITY COUNCIL MEETING: March 8, 2023; March 16, 2023; and April 4, 2023**
 - B. FINANCIAL STATEMENT: March, 2023**

- V. PUBLIC PRESENTATION**
 - A. COLORADO MAIN STREET –**
Larry Lucas, Architect
Gayle Langley, Colorado Main Street Co-Ordinator
 - B. PIKES PEAK AREA COUNCIL OF GOVERNMENTS (PPACG)**
Andrew Gunning, Executive Director
 - C. GOLD CAMP DISTRICT IMPACT GROUP – Troll Project**
Kim Lottig, CEO

- VI. REPORTS**
 - A. MAYOR AND COUNCILOR REPORTS/PRESENTATIONS**
 - B. FIRE DEPARTMENT – Chief Haines**
 - C. MAIN STREET – Jon Zalewski**

- VII. PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT**

- VIII. NEW BUSINESS**
 - A. INTERGOVERNMENTAL AGREEMENT – Law Enforcement Services – Teller County Sheriff Department - \$342,453.48**
 - B. BID AWARD to Native Sun – Victor Ave Sidewalk Project between 3rd and 4th Streets - \$302,246.68**

- IX. ADJOURNMENT**

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
SPECIAL CITY COUNCIL MEETING
MARCH 8, 2023 – 6:00 P.M.**

- I. **CONVENE SPECIAL MEETING:** Mayor Barbara Manning called the meeting to order at 6:08 P.M.
- II. **ROLL CALL:** Present were Mayor Barbara Manning, Councilor Connie Dodrill, and Councilor Lynette Morrow. Also present were City Administrator Glori Thurston and City Clerk/Treasurer Melissa Marron.
- III. **EXECUTIVE SESSION**
- A. **An executive session to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402 (4)(b), concerning the legal issues related to the following executive session.** A motion by Councilor Dodrill to go into executive session to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) concerning the legal issues related to the following executive session was seconded by Councilor Morrow. All were in favor and the motion carried.
- B. **An executive session to consider personnel matters, pursuant to C.R.S. § 24-6-402 (4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. The following additional details are provided for informational purposes: the personnel matter is for the City Council to review and consider a personnel complaint.** A motion by Councilor Dodrill to go into executive session to consider personnel matters, pursuant to C.R.S. § 24-6-402 (4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill and office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees was seconded by Councilor Morrow. All were in favor and the motion carried.
- IV. **RECONVENE TO REGULAR SESSION:** The participants in the executive sessions were Councilor Dodrill, Councilor Morrow, Mayor Manning, City Attorney Jeff Parker, City Administrator Glori Thurston and City Clerk/Treasurer Melissa Marron. Mayor Manning stated that for the record, if any person who participated in the executive sessions believed that any substantial discussion of any matters not included in the motion to go into executive session occurred during the executive sessions or that any improper action occurred during the executive sessions in violation of the Open Meetings Law, they were asked to state their concerns for the record. No concerns were stated.
- V. **ADJOURNMENT:** Meeting adjourned at 6:59 P.M. **ATTEST:**

Barbara Manning, Mayor

Melissa Marron, City Clerk/Treasurer

**MINUTES
CITY OF VICTOR
REGULAR CITY COUNCIL MEETING
MARCH 16, 2023 – 6:00 P.M.**

- I. CONVENE REGULAR MEETING:** Mayor Barbara Manning called the meeting to order at 6:05 P.M. and led the assembly to recite the Pledge of Allegiance followed by invocation by Councilor Connie Dodrill.
- II. ROLL CALL:** Present were Mayor Barbara Manning, Councilor Connie Dodrill, Councilor Mark Gregory, Councilor Buck Hakes, and Councilor Lynette Morrow. Also present were City Administrator Glori Thurston and City Clerk/Treasurer Melissa Marron.
- III. CONSENT CALENDAR: (These items will be acted on as a whole, unless a specific item is called for a discussion by Council member or Mayor)**
- A. MINUTES OF CITY COUNCIL MEETING: January 19, 2023; February 16, 2023** ☒
 - B. FINANCIAL STATEMENT: February, 2023** ☒

Mayor Manning explained the February 2023 Financial Statement was unavailable due to the Deputy Clerk having temporarily been out of the city office. A motion by Councilor Dodrill to approve the Consent Calendar with the January 19, 2023 and February 16, 2023 Minutes and without the February, 2023 Financial Statement was seconded by Councilor Gregory. All were in favor and the motion carried.

IV. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

Under 'V. Public Presentation,' both items A. and B. were deleted due to the absence of presenters because of snow conditions during the night of the meeting. Additionally, under 'VI. Reports,' subject of item C. (report by Nathan Henderson from Public Works) was switched with item B. (report by Commander Sullivan from Teller County Sheriff's Office) and item 'G.' (report by Vera Pratt from the City Building Department) was created.

V. PUBLIC PRESENTATION: This Agenda Item Was Deleted

- A. REGIONAL MANAGER, DOLA - Tod Leapold
- B. COLORADO MAIN STREET –
Larry Lucas, Architect
Traci Stoffel, Main Street Specialist

VI. REPORTS

A. MAYOR AND COUNCILOR REPORTS/PRESENTATIONS

Mayor Manning, Councilor Dodrill, and Councilor Hakes together expressed gratitude for public works staff and their efforts clearing the streets of snow.

Councilor Dodrill stated there will be a stakeholder meeting on Monday, March 20 to brainstorm funding possibilities for CC&V schools as the Rise Grant that supports the career and tech facility will end soon. Also, a public meeting will be held on Wednesday, March 22 from 5pm-8pm and again on Thursday from 9:30am-4:30pm at the Wildwood Hotel to collect input regarding recreational needs of Teller County communities.

B. PUBLIC WORKS – Nathan Henderson

Nathan Henderson provided the following report: There have been sixty ‘freeze-ups’ since January of this year in which the resulting damage has ranged from minor to severe, three pieces of city equipment including vehicles broke down this month and needed repairs are being assessed, and he is looking into making a new Standard Operating Procedure regarding snow removal.

C. TELLER COUNTY SHERIFF – Commander Sullivan

Operations Commander Sullivan provided a detailed statistical report regarding 354 contacts made in 2022 while in Victor that included area patrols, business checks, directive patrols, and traffic stops, shared that he participated in the CC&V High School job fair, and clarified officers will follow procedures to address parking violations that the City develops regarding the issuance of warnings and/or tickets.

D. MAIN STREET – Jon Zalewski

Jon Zalewski provided a report on the following developments within the Victor Main Street Program: The status of the 2023 Strategic Plan draft, the need for local support regarding community projects and updating brochures specific to Victor attractions, the City’s agreement to accept the Charge Ahead Grant and installation of the station, the headway made regarding the windows project, anticipated updates to the City website, possible grant opportunities, networking with Downtown CO., and the Main Street Gold Rush Days beer garden.

E. OPIOID COUNCIL MEMBER – Victor Volunteer Firefighter, Lee Walker

Lee Walker reported on the following subjects: Treatment options for opioid use within Teller County (they are limited to one outpatient program and a mobile medical unit on Wednesdays in Woodland Park at 2:45 P.M at the Ute Pass Regional Health Center), use prevention for youth, the possibility of a mobile rural unit that travels to Cripple Creek and Victor, and funding for rural services. Lee clarified lack of services is not due to low opioid use as funding is based on population sum despite use being high locally.

F. CITY ADMINISTRATOR – Glori Thurston

Glori Thurston reported on the following subjects: The Meridian contractor’s progress made toward the dam update, the sidewalk bid project, the CIRSA audit and property survey occurring in April, Glori’s conversation with Commissioner Dan Williams regarding a proposed energy bill concerning gas emissions reduction that may be relevant to Victor in the future, power surges from the Black Hills substation located near the mine possibly affecting electric appliances in residences (and Black Hills Energy can be contacted to repair appliances), and the City’s submission for fiberoptic cables.

G. BUILDING DEPARTMENT – Vera Pratt

Vera Pratt reported on the following subjects: The new building and electrical inspector, the House Bill 22-13-62, 2012 building code and 2009 energy efficiency code, the status of short-term rental bookings, the realignment project at the property of what was the historic Victor school, cemetery burials, issued business licenses, prevention of issues such as the disposal of public trash by public works, vehicles parked on the public right of way for extended periods of time, the ordinance regarding animal tags and vaccinations, and complaints regarding disposal of dog droppings.

VII. PUBLIC COMMENT WITHOUT PRIOR APPOINTMENT

Representative from CC&V Secondary School Yearbook Committee Courtney Loggins promoted an advertisement that the City may purchase as a way of sponsoring the production and distribution of yearbooks. Mayor Manning confirmed a donation toward this purpose has been factored into the City's budget.

VIII. NEW BUSINESS

A. LEASE AGREEMENT - Gold Camp Fishing Club

A motion by Councilor Gregory to accept the Lease Agreement with the Gold Camp Fishing Club was seconded by Councilor Morrow. All were in favor and the motion carried.

B. INTERGOVERNMENTAL AGREEMENT – Motor Vehicle and Equipment Repairs – Teller County

A motion by Councilor Dodrill to accept the Intergovernmental Agreement for Motor Vehicle and Equipment Repairs in Teller County was seconded by Councilor Gregory. All were in favor and the motion carried.

C. 2023 OPIOID SETTLEMENTS PARTICIPATION – Teva Pharmaceutical Industries Ltd, and Allergan Finance, LLC/Allergan Limited; Walmart Inc.; CVS Health Corporation/ CVS Pharmacy, Inc.; and Walgreen Co.

A motion by Councilor Hakes to approve the 2023 Opioid Settlements Participation with Teva Pharmaceutical Industries Ltd, and Allergan Finance, LLC/Allergan Limited; Walmart Inc.; CVS Health Corporation/ CVS Pharmacy, Inc.; and Walgreen Co. was seconded by Councilor Dodrill. All were in favor and the motion carried.

IX. ADJOURNMENT: Meeting adjourned at 6:49 P.M.

ATTEST:

Barbara Manning, Mayor

Melissa Marron, City Clerk/Treasurer

**MINUTES
CITY OF VICTOR
SPECIAL CITY COUNCIL MEETING
APRIL 4, 2023 – 6:00 P.M.**

- I. **CONVENE SPECIAL MEETING:** Mayor Barbara Manning called the meeting to order at 6:01 P.M.
- II. **ROLL CALL:** Present were Mayor Barbara Manning, Councilor Connie Dodrill, Councilor Gregory, Councilor Hakes, and Councilor Lynette Morrow. Also present were City Administrator Glori Thurston and City Clerk/Treasurer Melissa Marron.
- A. **EXECUTIVE SESSION PURSUANT TO CRS 24-6-402(4)(f), to consider personnel matters, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. The following additional details are provided for informational purposes: 2023 goals for City Administrator.** A motion by Councilor Dodrill to go into executive session to consider personnel matters, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees was seconded by Councilor Morrow. All were in favor and the motion carried.
- III. **RECONVENE SPECIAL MEETING:** The participants in the executive sessions were Mayor Barbara Manning, Councilor Connie Dodrill, Councilor Gregory, Councilor Hakes, Councilor Lynette Morrow, City Administrator Glori Thurston and City Clerk/Treasurer Melissa Marron. Mayor Manning stated that for the record, if any person who participated in the executive sessions believed that any substantial discussion of any matters not included in the motion to go into executive session occurred during the executive session or that any improper action occurred during the executive session in violation of the Open Meetings Law, they were asked to state their concerns for the record. No concerns were stated.
- IV. **ADJOURNMENT:** Meeting adjourned at 7:25 P.M.

ATTEST:

Barbara Manning, Mayor

Melissa Marron, City Clerk/Treasurer

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF VICTOR AND THE COUNTY OF TELLER
FOR LAW ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT for Law Enforcement Services is made and entered, by and between the City of Victor, State of Colorado, a municipal corporation, by and through its City Council (hereinafter "Victor" or "City"), and the County of Teller, State of Colorado a political subdivision, by and through its Board of County Commissioners on behalf of the Teller County Sheriff's Office (hereinafter "Sheriff" or "County") with an effective date of January 1, 2023

RECITALS

1. Victor and County desire to reduce to writing their agreement for the provision of Law Enforcement Services by the Sheriff within Victor's city limits.
2. Victor has determined that it is in the best interest of Victor and its citizens to contract with the County and Sheriff to provide Law Enforcement Services within the City's boundaries pursuant to the terms of this Agreement.
3. The Sheriff has determined that his office has the resources to provide Law Enforcement Services to Victor in exchange for the compensation to be provided by Victor to the County pursuant to this Agreement.
4. This Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution, C.R.S. § 29-1-201, and C.R.S. § 30-11-410.
5. As evidenced by their respective signatures, Victor and County have accepted and consented to the terms and conditions of this Agreement.

1. TERRITORY COVERED AND TERM

- 1.1 The Sheriff shall provide the Law Enforcement Services as set forth herein within the city corporate limits and boundaries of Victor.
- 1.2 The Term of this Agreement shall commence on January 1, 2023, and shall end at 12:00 midnight on December 31, 2023.
- 1.3 This Agreement shall automatically renew for successive calendar years, unless one party gives the other party written notice of non-renewal at least thirty (30) days prior to December 31st of the then current term.
- 1.4 Notwithstanding anything herein to the contrary, the County may terminate this Agreement upon thirty (30) days written notice if: (1) there is a material breach by Victor of its obligations hereunder which is not cured within said thirty (30) days; or (2) Victor fails to make any payment required hereunder; or (3) Victor fails to budget and appropriate monies for this Agreement for the subsequent year.
- 1.5 Notwithstanding anything herein to the contrary, Victor may terminate this Agreement upon thirty (30) days written notice if: (1) there is a material breach by the County of its obligations hereunder which is not cured within thirty (30) days; or (2) the County fails to budget and appropriate monies for this Agreement for any time period.
- 1.6 Either party may terminate this Agreement if the County and Victor fail to timely agree to the budget for any year, in which case this Agreement shall terminate at the end of the current year.

Deputy and \$25.00 per hour for Posse Members as requested by City of Victor. Normally these patrols will be performed by Sheriff's Department Reserve Deputies and or Sheriff's Posse members. Victor, with prior notice and under such circumstances, will be responsible for compensating the County for hours worked by full-time deputies at the current County contractual extra-duty rate charged by the Sheriff's Office.

- 2.7 The Sheriff shall maintain in the Sheriff's records system, and in accordance with the Sheriff's applicable records retention policies, records relating to criminal complaints, arrests, and other official law enforcement actions taken by the Sheriff for Law Enforcement Services provided within the City of Victor under this Agreement. During and after the termination of this Agreement, Victor shall have reasonable access to the Sheriff's records for all information pertaining to any entry made by the Sheriff for such matters on behalf of Victor under this Agreement, which access shall be granted at no charge and for legitimate Victor law enforcement purposes.
- 2.8 All Sheriff's personnel provided under the terms of this Agreement will wear the uniform of the Sheriff's Office when assigned to the patrol functions of the Law Enforcement Services.
- 2.9 The Sheriff will provide reports to Victor of police activity within the City of Victor on a monthly basis or within any reasonable time period as requested by the City Administrator, or designee. This reporting shall include written and/or oral reports to the City Council at the Council's regular meetings on a monthly basis, or less often as determined by the City Administrator, or designee.
- 2.10 The Sheriff shall provide law enforcement and fire dispatching services within Victor through this Agreement.
- 2.11 The Sheriff's deputies provided hereunder shall be responsible for enforcing all Victor City criminal ordinances, but not any Land Use; Uniform or other Building Codes or any adopted Teller County Building Codes, or any non-criminal codes or Ordinances.
- 2.12 Animal Control enforcement will be provided by the Sheriff's regular Animal Control Officers. Victor shall ensure that the City has adopted/will promptly adopt an Animal Control Ordinance in substantial conformance to Teller County Ordinance #14. Upon notice from Teller County, Victor shall ensure that the City promptly adopts any amendments to such Ordinance.
- 2.13 In the event that deputies assigned to Victor under this Agreement incur overtime expenses in providing Law Enforcement Services, the Sheriff shall, at his discretion, manage the overtime issue through the use of comp time or the Sheriff's Office overtime budgeted line item approved by the County.
- 2.14 In situations where time and expenses are incurred because of an extraordinary criminal investigation, as reasonably determined by the Sheriff, that occurs within the city limits of Victor, the Sheriff or his designee shall, as soon as practicable, notify the Victor City Administrator, or designee, of said determination. The Sheriff shall consult with the City Administrator, or designee, regarding the estimated costs to be charged as a result of the extraordinary investigation and cooperate to reasonably minimize the extra cost to the City. The County shall submit monthly invoices for the amounts expended by the County for such overtime expenses, forensic examination expenses, expert analysis expenses and other expenses incurred that are specific to that investigation by the 15th of the month following the incurring of such expenses. Victor shall, upon receipt of invoices, process them for payment to the County after the first City Council meeting following receipt of invoices.
- 2.15 The Sheriff shall make available to Victor a copy of the Sheriff's Office policies and procedure, as well as, a copy of the County Personnel Manual to Victor. Victor shall maintain the confidentiality

only for the prorated costs through the termination date.

- 3.6 Victor has/will provide at no cost to County a substation in Victor for the use by Sheriff's deputies. In addition, Victor agrees to provide at no cost to County, or take steps to arrange for, the following equipment, goods, and services to the County to enable and assist the Sheriff in providing Law Enforcement Services:
- Office furniture, telephones, utilities, general maintenance and upkeep, and janitorial service;
 - Provision of the phone system and adequate access to the County's computer network that services the Sheriff's Office, and payment of monthly costs for these services; and
 - A source for obtaining gasoline for motor vehicles used by the Sheriff's Office in the vicinity of Victor.

4. ADDITIONAL PROVISIONS

The following additional provisions shall apply to the Sheriff's provision of Law Enforcement Services to Victor under this Agreement:

- 4.1 Any citizen complaints of violation of law or policy by Sheriff's deputies assigned to the Victor patrol district shall be made by the complaining person in writing on the Teller County Sheriff's Office Citizens Complaint form, directed to the Sheriff, and in compliance with the then existing Sheriff's policy and procedure for Professional Standards investigations. Pursuant to that policy, the Sheriff, or his designee, shall inform Victor in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the City of the final disposition of any such complaint after the Sheriff's internal investigation has been completed.
- 4.2 Any complaint by the Mayor and City Council of violation of law or policy by Sheriff's deputies assigned to the Victor patrol district shall be made by the City Administrator, or designee, on behalf of the City Council in writing to the Sheriff and the County Administrator. The Sheriff in compliance with the then existing Sheriff's policy and procedure for Professional Standards investigations shall discuss the nature and final disposition of the complaint with only those supervising staff within the Sheriff's office, the County Attorney's Office, the County Administrator, and with the City Administrator, or designee. Pursuant to that policy the Sheriff, or his designee, shall inform Victor in writing when any such complaint is received, including the name of the deputy complained against and the nature of the complaint. The Sheriff, or his designee, shall also notify the City Administrator, or designee, of the final disposition of any such complaint after the Sheriff's internal investigation has been completed. The City Administrator, or designee, may convey the results of the investigation either orally or in writing to City Council. At the request of the Mayor and/or City Administrator, the Sheriff, or designee, may be required to attend a City Council executive session to inform the Council of the results of the investigation.
- 4.3 The Party receiving a complaint from any member of the public regarding the substance of policies related to the services provided under this Agreement shall forward the complaint, in writing, to the Party whose policy is in question.
- 4.4 The deputies to the Victor patrol district are responsible for call response and routine patrol inside the City of Victor during their scheduled work hours. In order to minimize unnecessary duplication of law enforcement services, the Parties agree that officers assigned to the Victor patrol district from time to time may respond to other adjacent jurisdiction, including unincorporated Teller County, as needed. Similarly, Sheriff's personnel assigned elsewhere may from time to time be used for Law Enforcement Services within Victor.
- 4.5 The Sheriff shall be deemed to be the Chief of Police of the City of Victor police force and shall

4.11 Teller County shall provide Victor at the beginning of each calendar year of this Agreement, with proof of insurance showing Teller County's coverage for comprehensive general liability, police professional liability, auto liability and workers compensation, if and as may be required by this Agreement, and will provide timely updates of any changes in the County's insurance program. Victor shall provide Teller County with proof of insurance showing Victor's coverage for comprehensive general liability and police professional liability and will provide timely updates of any changes in the City's insurance program.

4.12 This Agreement is effective as of the date on which it is signed by all the representatives of the parties as provided in the signature portion of this Agreement below, after receiving all required approvals. This Agreement shall remain in effect unless it is superseded by a new written Agreement which is mutually acceptable to and signed by all parties, or until it is terminated by either party, provided that any termination pursuant to Section 1.3 shall not, except as otherwise provided in this Agreement, be effective until six (6) calendar months after the date on which the terminating party provides to the other party written notification of its intent to terminate. Any such notice of termination shall be directed to the attention of the representative or representatives signing this Agreement for the non-terminating party as specified in the signature portion of this Agreement below, and shall be considered to have been provided on the date of postmarking, if the notices is placed in the U.S. mail, certified mail with return receipt requested, or on the date of delivery, if the notice is hand delivered. For purposes of this paragraph, notice shall be considered sufficient when mailed or delivered to the following addresses:

For the Sheriff: Teller County Sheriff
11400 West Highway 24
P.O. Box 27
Divide, Colorado 80814

For the County: Teller County Administrator
112 N. A Street
P.O. Box 959
Cripple Creek, CO 80813

For the City: City Administrator
City of Victor
500 Victor Ave.
P.O. Box 86
Victor, Colorado 80860

4.13 This Agreement may be amended by the parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the representatives of the parties executing this Agreement as set forth in the signature portion below.

4.14 Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect though the invalid portion was not included; provided however, that should the invalidity or unenforceability go to the essence of the Agreement or be of substantial nature, then the party or parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement forthwith.

4.15 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Any dispute concerning the performance of this Agreement which is not resolved by mutual agreement of the Parties shall be filed in the Courts in Teller County, Colorado, unless otherwise agreed in writing by the Parties, which shall be the sole convenient forum for such litigation.

EXHIBIT A



Teller County Sheriff's Office

Contract proposal for City of Victor

2023

Personnel

<u>Salary & Benefits</u>	<u>1 Deputy</u>	<u>3 Deputies</u>
12 Months' Salary	\$61,382.33	\$184,146.99
FICA, Medicare 7.65%	\$4,695.75	\$14,087.25
CCOERA / Retirement 4%	\$2,735.29	\$8,205.87
Unemployment Insurance .003%	\$184.15	\$552.45
Workers Compensation 4.17%	\$669.00	\$2,007.00
Medical, Dental, Vision, Life	\$25,084.64	\$75,253.92
Total:	\$94,751.16	\$284,253.48

<u>Operations</u>	<u>1 Deputy</u>	<u>3 Deputies</u>
Team Sergeant		
Full Time Dispatch		
Investigations	\$18,600.00	\$55,800.00
Animal Control		
Uniform Allowance= \$800 per year	\$800.00	\$2,400.00
Subtotal	\$19,400.00	\$58,200.00

Totals

\$114,151.16 \$342,453.48



To: Glori Thurston, City of Victor

From: Steve Baggs, Baseline Engineering

Date: March 29, 2023

Re: Victor Sidewalk Safety Bid Proposal Review

Bid proposals were received from two bidders for the Victor Sidewalk Safety Project. Native Sun Construction and Langston Concrete, Inc. were the two companies that submitted bids. The Bid Proposals, Bid Bond and other associated paperwork appeared to be in order with the exception that Native Sun Construction did not acknowledge Addendum #1. However, Native Sun Construction was in attendance at the pre-bid conference where the addendum items were discussed. Native Sun Construction was the low bidder at \$302,246.68 while Langston Concrete, Inc. was second with a bid of \$432,053.00. The difference between the bids is \$129,806.32.

Comparison of the bids indicates that the most significant difference between the bids occurred in the ramp and railing item (+\$88,000) and the Fortune Club patio (+\$20,490). Also the two concrete driveways at the alleys were +\$19,000 different between the two bids. Native Sun Construction was the low bidder on all of these items. These items as priced by Langston Concrete seem to be very high when compared to their per square yard price of concrete for the sidewalk. The railing is a variable for the entrance ramps but the \$14,000 per doorway is way too high. The Fortune Club patio would have a similar comparison. The concrete driveways also seem over priced at \$13,000 each in the Langston bid.

Native Sun Construction was higher in price on items such as utilities, sidewalk chases, patio removal, sign resets and erosion control. Based on the overall difference in bid prices however, those differences were not as significant. I believe the Native Sun Construction bid is acceptable based on the price analysis. I do not have any previous experience with either of these companies on actual projects.