CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, March 7, 2023
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespin, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

Persons to Address Council - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Hubbard

Approval of Agenda

Review of Accounts Payables

a. March 7, 2023 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

a. February 21, 2023 City Council Meeting Minutes

b. Second Reading Ordinance 2023-1152 Authorizing the Issuance of the City of Fort Lupton, Colorado, General Obligation Bonds, Series 2023 and Declaring an Emergency on Second and Final Reading

c. AM 2023-043 Approve License Agreement with METRO Water Recovery for Access and Operations at the City Waste Water Treatment Plant (WWTP) to Operate and Maintain Metering and Sampling Facilities

d. AM 2023-044 Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the City WWTP to Operate and Maintain Metering and Sampling Facilities

e. AM 2023-045 Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the METRO Waste Water Treatment Plant (WWTP) to Construct and Maintain the Force Main Connection

f. AM 2023-046 Approve the Purchase of Geographical Information System (GIS) Based Asset Management Software (Element XS) from Novotx, L.L.C. for an Amount Not to Exceed $83,000.00 from the Public Works Shop General Fund

g. AM 2023-047 Approval of Changes to the Services Provided by High Plains Library District (HPLD) to Member Libraries in the Intergovernmental Agreement between HPLD and the City of Fort Lupton and the Weld Re8 School District

Action Memorandum

a. AM 2023-048 Accepting the Weld Trust Grant Agreement (Pending Documentation)

Staff Reports

Mayor/Council Reports

Future City Events

a. March 7, 2023 Upcoming Events

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 02/22/2023 - 03/07/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON		02/28/2023	Regular	0.00	79.49	85684
97512	Invoice	02/01/2023	GOLF-WIRE BRUSHES-MAINT		0.00	17.18	
97519	Invoice	02/01/2023	GOLF-SANDBELT-MAINT		0.00	10.99	
97607	Invoice	02/09/2023	GOLF-SUPPLIES-MAINT		0.00	35.98	
97689	Invoice	02/16/2023	GOLF-PAINT-PRO SHOP		0.00	15.34	
002254	ADIDAS AMERICA INC		02/28/2023	Regular	0.00	1,592.59	85685
6158918259	Invoice	02/09/2023	GOLF-UNIFORMS-PRO SHOP		0.00	1,153.20	
6158978538	Invoice	02/17/2023	GOLF-UNIFORMS-PRO SHOP		0.00	159.47	
6158994326	Invoice	02/20/2023	GOLF-UNIFORMS-PRO SHOP		0.00	279.92	
002009	C.W. ELABORATIONS INC.		02/28/2023	Regular	0.00	140.00	85686
75092	Invoice	02/10/2023	GOLF-PAINT-MAINT		0.00	140.00	
000512	FUZION FIELD SERVICES LLC		02/28/2023	Regular	0.00	246.40	85687
277894	Invoice	02/22/2023	GOLF-RENTAL FEES-MAINT		0.00	246.40	
000768	MASEK GOLF CAR OF COLORADO		02/28/2023	Regular	0.00	62.89	85688
01-78536	Invoice	02/21/2023	GOL-PARTS-PRO SHOP		0.00	19.93	
01-78537	Invoice	02/21/2023	GOLF-PARTS-PRO SHOP		0.00	42.96	
000862	O'REILLY AUTO PARTS		02/28/2023	Regular	0.00	110.64	85689
4489-437010	Invoice	02/08/2023	GOLF-ROADSIDE KIT-PRO SHOP		0.00	34.99	
4489-437166	Invoice	02/09/2023	GOLF-BATTERY CABLE-MAINT		0.00	10.99	
4489-438725	Invoice	02/17/2023	GOLF-FILTERS-MAINT		0.00	64.66	
001105	TOSHIBA FINANCIAL SERVICES		02/28/2023	Regular	0.00	236.91	85690
494526064	Invoice	02/14/2023	GOLF-FEB23 COPIER LEASE		0.00	236.91	
000028	ACUSHNET COMPANY		03/07/2023	Regular	0.00	631.75	85691
915028508	Invoice	02/22/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	631.75	
000044	AGFINITY INC		03/07/2023	Regular	0.00	655.58	85692
I69340	Invoice	02/27/2023	GOLF-FUEL-MAINT		0.00	519.72	
I69341	Invoice	02/27/2023	GOLF-FUEL-MAINT		0.00	135.86	
000138	BLACK CLOVER ENTERPRISES LLC		03/07/2023	Regular	0.00	1,570.25	85693
BCE155593	Invoice	02/20/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	1,570.25	
000183	CALLAWAY GOLF SALES COMPANY		03/07/2023	Regular	0.00	233.64	85694
936029323	Invoice	02/23/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	233.64	
000206	CENTURYLINK		03/07/2023	Regular	0.00	61.75	85695
333164407 FEB...	Invoice	02/19/2023	GOLF-FEB23 PHONE SERVICE-MAINT		0.00	61.75	
000239	CITY OF FORT LUPTON		03/07/2023	Regular	0.00	54,741.84	85696
FIN2023431	Invoice	02/24/2023	GOLF-STANDARD INV LTD, LIFE & AD...		0.00	201.60	
FIN2023433	Invoice	02/24/2023	GOLF-PAYROLL EXPENSE 1/21-2/3/22...		0.00	25,359.02	
FIN2023435	Invoice	02/24/2023	GOLF-PAYROLL EXPENSE 2/4-2/17/23...		0.00	25,412.54	
FIN2023437	Invoice	02/24/2023	GOLF-STANDARD INV LTD,LIFE AD&D...		0.00	191.15	
FIN2023440	Invoice	02/28/2023	GOLF-COMCAST BUSINESS 1661312...		0.00	167.14	
FIN2023441	Invoice	02/28/2023	Golf ComData Purchases		0.00	3,410.39	
000241	CITY OF FT LUPTON-UTIL INVOICE		03/07/2023	Regular	0.00	292.60	85697
110249001 FEB...	Invoice	02/28/2023	Water/Sewer Bill-Golf		0.00	161.23	
110252101 FEB...	Invoice	02/28/2023	Water/Sewer Bill-Golf		0.00	91.25	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
770214501 FEB…	Invoice	02/28/2023	Water/Sewer Bill-Golf		0.00	40.12	
000307	COMCAST CABLE COMM, LLC		03/07/2023	Regular	0.00	39.12	85698
0025494 MAR23	Invoice	03/01/2023	GOLF-MAR23 CABLE SERVICE-PRO …		0.00	39.12	
001320	DAPHNE'S HEADCOVERS		03/07/2023	Regular	0.00	934.02	85699
0323671-IN	Invoice	02/22/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	934.02	
001374	EPOCH EYEWEAR		03/07/2023	Regular	0.00	498.51	85700
INV-009000	Invoice	02/14/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	498.51	
001987	MIZUNO USA INC		03/07/2023	Regular	0.00	147.69	85701
7893349 RI	Invoice	02/22/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	147.69	
000999	SHAMROCK FOODS COMPANY		03/07/2023	Regular	0.00	89.22	85702
27519430	Invoice	02/27/2023	GOLF-FOOD-PRO SHOP		0.00	89.22	
001895	TERMINIX		03/07/2023	Regular	0.00	152.00	85703
430127680	Invoice	02/10/2023	GOLF-PEST CONTROL-PRO SHOP		0.00	152.00	
001963	WASTE CONNECTIONS OF COLO, INC		03/07/2023	Regular	0.00	496.95	85704
6815563V311	Invoice	03/01/2023	GOLF-MAR23 TRASH SERVICE-PRO …		0.00	293.70	
6815564V311	Invoice	03/01/2023	GOLF-MAR23 TRASH SERVICE-MAINT		0.00	203.25	
001224	XCEL ENERGY-GAS		03/07/2023	Regular	0.00	508.33	85705
817048873	Invoice	02/22/2023	GOLF-FEB23 GAS SERVICE-PRO SH…		0.00	508.33	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	39	22	0.00	63,522.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	39	**22**	**0.00**	**63,522.17**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
001820	BADGER METER		02/28/2023	Regular	0.00	-34,125.00	72959
001301	AAA AUTO PARTS INC		02/28/2023	Regular	0.00	18.83	73186
163829	Invoice	02/14/2023	GF-MAINTENANCE SUPPLIES-PARKS		0.00	18.83	
000034	ADT SECURITY SYSTEM		02/28/2023	Regular	0.00	138.95	73187
50576495 MAR…	Invoice	03/01/2023	REC-MAR23 SECURITY MONITORING		0.00	138.95	
000040	AFLAC		02/28/2023	Regular	0.00	2,535.98	73188
703922	Invoice	02/01/2023	GF-SUPP INSURANCE FEB23-HR		0.00	2,535.98	
002941	AMERITAS LIFE INSURANCE CORP		02/28/2023	Regular	0.00	7,442.56	73189
010-57637-01 D…	Invoice	03/01/2023	GF-MAR23 DENTAL INSURANCE-HR		0.00	6,554.96	
010-57637-02 V…	Invoice	03/01/2023	GF-MAR23 VISION INSURANCE-HR		0.00	849.32	
010-57637-98 D…	Invoice	03/01/2023	GF-MAR23 COBRA DENTAL INSURAN…		0.00	33.28	
010-57637-99 V…	Invoice	03/01/2023	GF-MAR23 COBRA VISION INSURAN…		0.00	5.00	
000108	AUSMUS LAW FIRM PC		02/28/2023	Regular	0.00	9,787.50	73190
7980	Invoice	12/31/2022	GF-DEC22 CITY ATTORNEY SRVCS-L…		0.00	675.00	
7980-1	Invoice	02/19/2023	GF-JAN-FEB23 CITY ATTORNEY SRV…		0.00	9,112.50	
001820	BADGER METER		02/28/2023	Regular	0.00	4,528.02	73191
1558182	Invoice	02/10/2023	UF-METERS-W LINES		0.00	4,528.02	
002835	BRANDING BY BRE		02/28/2023	Regular	0.00	3,100.00	73192
1173	Invoice	03/01/2023	GF-MAR23 SOCIAL MEDIA MANAGEM…		0.00	3,100.00	
002997	CARIBOU VENTURES GROUP LLC		02/28/2023	Regular	0.00	7,986.00	73193
INV-0209	Invoice	02/17/2023	Council Room Chairs		0.00	7,986.00	
000239	CITY OF FORT LUPTON		02/28/2023	Regular	0.00	360.00	73194
021723	Invoice	02/17/2023	GF-LUKAS AXL WINE - E0015653 - UP…		0.00	180.00	
022223	Invoice	02/22/2023	GF-HAILEY GONXALES E0028090		0.00	180.00	
000247	CLIFTONLARSONALLEN LLP		02/28/2023	Regular	0.00	651.00	73195
3565509	Invoice	02/23/2023	GF-GAXB87 Implementation Services-Fi..		0.00	651.00	
000267	COLONIAL LIFE		02/28/2023	Regular	0.00	105.96	73196
78168200301116	Invoice	03/01/2023	GF-MAR23 SUPP INSURANCE-HR		0.00	105.96	
002651	COLORADO COMMUNITY MEDIA		02/28/2023	Regular	0.00	929.00	73197
78883	Invoice	02/17/2023	GF-PUBLIC NOTICES-FINANCE		0.00	929.00	
000307	COMCAST CABLE COMM, LLC		02/28/2023	Regular	0.00	220.10	73198
0164533 MAR23	Invoice	03/01/2023	GF-MAR23 CABLE/INTERNET-PW SH…		0.00	220.10	
002817	JESSICA HANSEL		02/28/2023	Regular	0.00	544.00	73199
2007130	Invoice	02/16/2023	REC-SESSION 2 CAMP REFUND		0.00	544.00	
003216	KIMS INVESTMENTS, INC		02/28/2023	Regular	0.00	33,453.36	73200
1200 DEXTER 2..	Invoice	02/23/2023	GF-MAR23-FEB24 RENT 1200 DEXTER..		0.00	33,453.36	
003216	KIMS INVESTMENTS, INC		02/28/2023	Regular	0.00	-33,453.36	73200
003074	LAW OFFICE OF MARY MCWILLIAMS, PC		02/28/2023	Regular	0.00	227.68	73201
3166	Invoice	12/31/2022	GF-PUBLIC DEFENDER SRVCS-COU…		0.00	94.16	
3170	Invoice	12/31/2022	GF-PUBLIC DEFENDER SRVCS-COU…		0.00	133.52	
000783	MEANDERING WITH MARY		02/28/2023	Regular	0.00	180.00	73202
021623	Invoice	02/16/2023	CPR-FEB23 CASINO TRIP-SENIORS		0.00	180.00	
000815	MOUNTAIN STATES PIPE & SUPPLY CO		02/28/2023	Regular	0.00	9,999.00	73203
INV122922-1	Invoice	12/31/2022	MISC WATER METER SIZES		0.00	9,999.00	
000847	NORMAN'S MEMORIALS INC.		02/28/2023	Regular	0.00	240.00	73204
022123	Invoice	02/21/2023	CEM-JULIE A PINYAN		0.00	120.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
22123	Invoice	02/21/2023	CEM-ALICE L CAMPBELL		0.00	120.00	
002493	QUADIENT LEASING USA INC		02/28/2023	Regular	0.00	380.46	73205
N9807530	Invoice	02/11/2023	GF-QRTLY LEASE MAR-JUN23-ADMIN		0.00	380.46	
002881	SHANE LEFFORGE		02/28/2023	Regular	0.00	60.00	73206
2007131	Invoice	02/17/2023	REC-SOFTBALL REFUND		0.00	60.00	
001031	SPWRAP		02/28/2023	Regular	0.00	2,947.61	73207
CLASS M 2023	Invoice	02/16/2023	WST-2023 SPWRAP ASSESSMENT-W…		0.00	2,947.61	
001035	STANDARD INSURANCE CO.		02/28/2023	Regular	0.00	6,546.82	73208
00 759761 0001…	Invoice	03/01/2023	LI, AD&D, LTD, STD Ins Prem		0.00	6,546.82	
001040	STERICYCLE		02/28/2023	Regular	0.00	66.91	73209
3006363967	Invoice	03/01/2023	REC-BIOHAZARD		0.00	66.91	
002694	SYMMETRY ENERGY SOLUTIONS LLC		02/28/2023	Regular	0.00	6,476.56	73210
15852514	Invoice	12/31/2022	REC-DEC22 GAS SERVICE		0.00	6,476.56	
002967	SYNERGETIC STAFFING LLC		02/28/2023	Regular	0.00	630.63	73211
21011241	Invoice	02/21/2023	GF-A.ROMERO TEMP LABOR-STREE…		0.00	630.63	
003160	UNITEDHEALTHCARE INSURANCE COMPA		02/28/2023	Regular	0.00	92,505.44	73212
259039787276	Invoice	03/01/2023	GF-MAR23 HEALTH INSURANCE-HR		0.00	92,505.44	
001203	WELD COUNTY SHERIFF'S OFFICE		02/28/2023	Regular	0.00	242.44	73213
1830 012023	Invoice	01/19/2023	GF-JAIL FEES-COURT		0.00	242.44	
002660	WHITESIDE'S BOOTS AND CLOTHING		02/28/2023	Regular	0.00	1,984.92	73214
414471 CREDIT	Credit Memo	12/01/2022	GF-UNIFORMS-PARKS		0.00	-9.99	
421858	Invoice	02/02/2023	GF-D.MEYERS UNIFORMS-PW		0.00	175.00	
421880	Invoice	02/02/2023	GF-D.LEFFORGE UNIFORMS-PW		0.00	325.00	
422131	Invoice	02/06/2023	GF-L.ADAME UNIFORMS-PW		0.00	325.00	
422257	Invoice	02/09/2023	GF-D.TRETTER UNIFORMS-PARKS		0.00	175.00	
422259	Invoice	02/09/2023	GF-G.ARELLANO UNIFORMS-PARKS		0.00	154.97	
422260	Invoice	02/09/2023	GF-B.OSWALT UNIFORMS-PARKS		0.00	164.97	
422351	Invoice	02/10/2023	GF-M.PACHECO UNIFORMS-ENG		0.00	175.00	
422458	Invoice	02/11/2023	GF-R.FUENTES UNIFORMS-PW		0.00	325.00	
422583	Invoice	02/12/2023	GF-S.LEFFORGE UNIFORMS-PW		0.00	174.97	
003243	2550 DENVER PARTNERS, LLC C/O ALTER		03/07/2023	Regular	0.00	485.00	73215
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0007 ALTERRA..		0.00	485.00	
000007	A & D CUSTOM CRUISERS LLC		03/07/2023	Regular	0.00	1,307.84	73216
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0014 REFUND		0.00	1,307.84	
001301	AAA AUTO PARTS INC		03/07/2023	Regular	0.00	111.07	73217
164904	Invoice	02/28/2023	GF-OIL-PARKS		0.00	111.07	
000031	ADAMSON POLICE PRODUCTS		03/07/2023	Regular	0.00	131.92	73218
INV391865	Invoice	02/13/2023	GF-UNIFORMS-PD		0.00	131.92	
003228	ARBOR CAPITAL PARTNERS		03/07/2023	Regular	0.00	2,454.97	73219
022423	Invoice	02/24/2023	GF-PRJECT LUP2021-0031 COTTON…		0.00	2,146.25	
22423	Invoice	02/24/2023	GF-PROJECT LUP2019-0033 COTTO…		0.00	308.72	
003225	ARRIS ARCHITECTURE, INC		03/07/2023	Regular	0.00	2,827.18	73220
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0021 CIRCLE K..		0.00	2,827.18	
000105	ASSOCIATED SUPPLY CO. INC		03/07/2023	Regular	0.00	2,159.81	73221
930214588	Invoice	02/14/2023	REC-UV LIGHT FULL SERVICE		0.00	2,159.81	
001918	AXON ENTERPRISES INC		03/07/2023	Regular	0.00	990.00	73222
INUS138130	Invoice	02/15/2023	GF-TASER INSTRUCTOR-PD		0.00	990.00	

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001820	BADGER METER		03/07/2023	Regular	0.00	35,303.88	73223
1550447	Invoice	01/11/2023	UF-Bedger Meters & End Points-Waterli…		0.00	34,125.00	
80121241	Invoice	02/28/2023	UF-BEACON HOSTING/LTE SERVICE-…		0.00	1,178.88	
002646	BAESSLER RESIDENTIAL COLORADO, LL(		03/07/2023	Regular	0.00	3,040.07	73224
02/24/23	Invoice	02/24/2023	GF-PROJECT LUP2021-0029 FLATS L…		0.00	550.00	
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0023 LUPTON…		0.00	2,490.07	
003222	BEST WAY CONCRETE & AGGREGATES		03/07/2023	Regular	0.00	776.91	73225
022423	Invoice	02/24/2023	GF-PROJECT LUP2018-0024 BEST W…		0.00	776.91	
000136	BG'S JAPANESE DESIGNS		03/07/2023	Regular	0.00	96.00	73226
6371A	Invoice	02/24/2023	GF-CITY LOGOS-FINANCE		0.00	96.00	
002161	BOX INC		03/07/2023	Regular	0.00	9,420.00	73227
INV10757743	Invoice	03/01/2023	Box Enterprise Licenses		0.00	9,420.00	
002853	BUCKEYE CLEANING CENTER		03/07/2023	Regular	0.00	2,124.44	73228
90480799	Invoice	02/24/2023	REC-WIPE DISPENSERS		0.00	618.00	
90480800	Invoice	02/24/2023	REC-GYM WIPES		0.00	199.50	
90480802	Invoice	02/24/2023	GF-JANITORIAL SUPPLIES-FAC		0.00	1,306.94	
002122	BURNS & MCDONNELL ENGINEERING CO		03/07/2023	Regular	0.00	33,024.41	73229
139581-13	Invoice	03/01/2023	UF - Lift Station + Metro Line Design CO..		0.00	33,024.41	
003198	CITY OF BRIGHTON		03/07/2023	Regular	0.00	49,169.96	73230
012023	Invoice	03/01/2023	Annual Payment (2023) for Victim Advoc..		0.00	49,169.96	
000239	CITY OF FORT LUPTON		03/07/2023	Regular	0.00	80.00	73231
022323	Invoice	02/23/2023	GF-REIMBURSE VICTIMS COMP FUND.		0.00	80.00	
000241	CITY OF FT LUPTON-UTIL INVOICE		03/07/2023	Regular	0.00	4,791.60	73232
110035001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
110221001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
110222001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
110251001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	54.65	
330025001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
330031001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
330045001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	153.58	
330166001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	96.95	
330920000 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	159.53	
550057001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	513.42	
550057601 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	2,728.17	
550057701 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
660092001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770109501 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770229001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770229501 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770229601 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
770231101 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
990004001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
990004101 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	91.25	
990005001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	256.85	
990006001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
990007001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
990008001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	34.65	
990132001 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	38.45	
999910000 FEB…	Invoice	02/28/2023	Water/Sewer Bill-City		0.00	75.05	
	Void		03/07/2023	Regular	0.00	0.00	73233
003229	COLORADO TRANSMISSION & DIESEL SPI		03/07/2023	Regular	0.00	917.33	73234

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0034 REFUND		0.00	917.33	
000306	COMCAST BUSINESS		03/07/2023	Regular	0.00	2,537.48	73235
166131276	Invoice	02/15/2023	Comcast Phones		0.00	2,537.48	
000307	COMCAST CABLE COMM, LLC		03/07/2023	Regular	0.00	279.25	73236
0117309 MAR23	Invoice	02/14/2023	REC-FEB23 CABLE/INTERNET		0.00	279.25	
003223	COMPLETE ENERGY SERVICES		03/07/2023	Regular	0.00	2,212.35	73237
022423	Invoice	02/24/2023	GF-PROJECT LUP2018-0025 COMPLE…		0.00	2,212.35	
003232	CORONADO WEST		03/07/2023	Regular	0.00	3,144.70	73238
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0003 MURATA…		0.00	1,739.50	
22423	Invoice	02/24/2023	GF-PROJECT LUP2021-0012 MURATA…		0.00	1,405.20	
000337	CROWN CASTLE		03/07/2023	Regular	0.00	487.95	73239
02/24/23	Invoice	02/24/2023	GF-PROJECT LUP2022-0005 TMOBILE..		0.00	250.00	
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0012 T-MOBIL…		0.00	125.00	
22423	Invoice	02/24/2023	GF-PROJECT LUP2019-0019 AT&T E…		0.00	112.95	
000372	DELL MARKETING LP		03/07/2023	Regular	0.00	12,801.75	73240
10644234560	Invoice	03/01/2023	Dell - VMWare Support/Maintenance		0.00	12,801.75	
003245	DEPARTMENT OF MILITARY & VETERANS		03/07/2023	Regular	0.00	321.48	73241
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0018 FT LUPT…		0.00	321.48	
002961	DHM DESIGN CORPORATION		03/07/2023	Regular	0.00	10,219.62	73242
46206	Invoice	03/01/2023	GF- Splash Park Full Design -Parks		0.00	10,219.62	
000395	DISTRIBUTION NOW LP		03/07/2023	Regular	0.00	437.50	73243
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0015 ADMIN S…		0.00	437.50	
000410	E-470 PUBLIC HIGHWAY AUTHORITY		03/07/2023	Regular	0.00	5.00	73244
2079367516	Invoice	02/10/2023	GF-LATE FEE-PD		0.00	5.00	
000489	FORT LUPTON RECREATION CTR		03/07/2023	Regular	0.00	2,160.00	73245
022322	Invoice	02/23/2023	CPR-ADULT BASKETBALL REFEREE-…		0.00	2,160.00	
002601	FRIENDLY FORK SENIOR NUTRITION PRC		03/07/2023	Regular	0.00	288.00	73246
022723	Invoice	02/27/2023	CPR-WEEKLY LUNCH PUNCH CARDS…		0.00	288.00	
002888	FTL LAND ASSEMBLAGE LLLP		03/07/2023	Regular	0.00	2,123.75	73247
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0017 LUPTON…		0.00	2,123.75	
003250	GAO HOLDINGS		03/07/2023	Regular	0.00	1,522.50	73248
022423	Invoice	02/24/2023	GF-PROJECT LUP2022-0001 VISTA M…		0.00	1,522.50	
003226	GEORGE TAYLOR		03/07/2023	Regular	0.00	128.38	73249
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0022 TAYLOR …		0.00	128.38	
002804	GEP INVESTMENTS		03/07/2023	Regular	0.00	500.00	73250
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0036 SUMMIT …		0.00	500.00	
002795	GREGG TEN EYCK		03/07/2023	Regular	0.00	1,875.82	73251
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0026 TEN EY…		0.00	1,875.82	
003241	HENSUL DEVELOPMENT LLC		03/07/2023	Regular	0.00	2,294.02	73252
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0038 QUALITY…		0.00	2,294.02	
003227	HIGHWAY 160 GENERAL PARTNERSHIP, L		03/07/2023	Regular	0.00	1,635.28	73253
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0027 HWY 160…		0.00	1,635.28	
003255	JONATHAN R. THAYER		03/07/2023	Regular	0.00	162.50	73254
022323	Invoice	02/23/2023	GF-CASE OVERPAYMENT E0017589		0.00	162.50	
002778	KASEYA US LLC		03/07/2023	Regular	0.00	499.75	73255

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
INV2464545387…	Invoice	03/01/2023	Unitrends Training		0.00	499.75	
001795	KERR-MCGEE OIL & GAS ONSHORE LP		03/07/2023	Regular	0.00	36.00	73256
022423	Invoice	02/24/2023	GF-PROJECT LUP2018-0020 KERR-M…		0.00	36.00	
003236	KIM TURNER		03/07/2023	Regular	0.00	58.75	73257
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0028 TURNER…		0.00	58.75	
003216	KIMS INVESTMENTS, INC		03/07/2023	Regular	0.00	31,780.69	73258
FT LUP W12 20…	Invoice	02/28/2023	GF-MAR23-FEB24 RENT 1200 DEXTER…		0.00	31,780.69	
003224	LAND 5 INVESTMENTS, LLC		03/07/2023	Regular	0.00	3,144.85	73259
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0002 NORTHL…		0.00	2,212.35	
22423	Invoice	02/24/2023	GF-PROJECT LUP2020-0004 NORTH …		0.00	932.50	
002806	LEONARD TOEWS		03/07/2023	Regular	0.00	2,138.63	73260
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0035 TOEWS …		0.00	2,138.63	
003251	LUPTON LAND LLC		03/07/2023	Regular	0.00	1,686.18	73261
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0032 COYOTE…		0.00	1,686.18	
003247	MAXAR TECHNOLOGIES HOLDINGS INC		03/07/2023	Regular	0.00	1,895.62	73262
022423	Invoice	02/24/2023	GF-PROJECT LUP20221-0025 SB WE…		0.00	1,895.62	
000783	MEANDERING WITH MARY		03/07/2023	Regular	0.00	140.00	73263
101322	Invoice	12/31/2022	CPR-OCTOBER CASINO TRIP-SENIO…		0.00	140.00	
000857	NORTHERN WATER		03/07/2023	Regular	0.00	15,404.17	73264
11289	Invoice	03/01/2023	UF-Windy Gap Firming Indirect Costs-W…		0.00	6,250.00	
11306	Invoice	03/01/2023	UF-Windy Gap Indirect Costs-Water		0.00	9,154.17	
003046	PERKINS + WILL, INC.		03/07/2023	Regular	0.00	62,825.00	73265
222254.000-198…	Invoice	03/01/2023	RC-Design of Additions-Rec Center		0.00	62,825.00	
000901	PLAINS EAST MECHANICAL SERVICES LL		03/07/2023	Regular	0.00	2,736.25	73266
3711-1150	Invoice	02/15/2023	REC-GYM UNIT REPAIR		0.00	680.00	
3712-1152	Invoice	02/15/2023	GF-OVERHEAD SHOP HEATER-PARKS		0.00	2,056.25	
003195	PUBLIC SERVICE COMPANY OF COLORAI		03/07/2023	Regular	0.00	300.00	73267
022423	Invoice	02/24/2023	GF-PROJECT LUP2018-0010 XCEL FE…		0.00	300.00	
000928	PUSH-PEDAL-PULL		03/07/2023	Regular	0.00	207.90	73268
353166	Invoice	02/01/2023	REC-BATERY/SERVICE TRIP		0.00	207.90	
003221	RAFAEL CERVANTES VILLALOBOS		03/07/2023	Regular	0.00	360.00	73269
022423	Invoice	02/24/2023	GF-PROJECT LUP2018-0021 STAR TH…		0.00	360.00	
000939	RECREATION SUPPLY COMPANY		03/07/2023	Regular	0.00	307.14	73270
487752	Invoice	02/01/2023	REC-POOL BACKBOARD REPLACEM…		0.00	307.14	
003239	SHERYL BEEN		03/07/2023	Regular	0.00	901.06	73271
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0034 BEEN A…		0.00	901.06	
003233	ST. VRAIN COMPANIES		03/07/2023	Regular	0.00	1,691.80	73272
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0021 SMITH A…		0.00	1,691.80	
003237	STRATEGIC LAND SOLUTIONS		03/07/2023	Regular	0.00	2,222.35	73273
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0032 MCDON…		0.00	1,747.60	
22423	Invoice	02/24/2023	GF-PROJECT LUP2022-0003 SB WEA…		0.00	474.75	
003230	SUN ACQ, LLC		03/07/2023	Regular	0.00	627.50	73274
022423	Invoice	02/24/2023	GF-PROJECT LUP2019-0039 FULTON…		0.00	627.50	
003244	SUNLAND DEVELOPMENT		03/07/2023	Regular	0.00	1,352.50	73275
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0015 WILLOW…		0.00	1,352.50	
002694	SYMMETRY ENERGY SOLUTIONS LLC		03/07/2023	Regular	0.00	6,881.35	73276

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
16039864	Invoice	02/24/2023	REC-JAN23 GAS SERVICE		0.00	6,881.35	
002967	SYNERGETIC STAFFING LLC		03/07/2023	Regular	0.00	1,067.22	73277
21011250	Invoice	02/28/2023	GF-A.ROMERO TEMP LABOR-STREE…		0.00	1,067.22	
002918	TARA ELIASON		03/07/2023	Regular	0.00	50.00	73278
022323	Invoice	02/23/2023	GF-RESITUTION E0020105-1		0.00	50.00	
001075	THE CONSOLIDATED MUTUAL		03/07/2023	Regular	0.00	176.48	73279
JAN23 A	Invoice	02/23/2023	UF-JAN23 PERRY PIT DISCHARGE P…		0.00	108.80	
JAN23 B	Invoice	02/23/2023	UF-JAN23 WELL PUMP B-W STOR		0.00	34.01	
JAN23 C	Invoice	02/01/2023	UF-JAN23 WELL PUMP C-W STOR		0.00	33.67	
003235	TILLEY PRESSURE TEST		03/07/2023	Regular	0.00	465.00	73280
022423	Invoice	02/24/2023	GF-PROJECT LUP2020-0027 TEST RE…		0.00	465.00	
001101	TODD HODGES DESIGN, LLC		03/07/2023	Regular	0.00	7,447.50	73281
3502	Invoice	02/27/2023	GF-PLANNING SRVCS 2/13-2/26/23-P…		0.00	7,447.50	
001105	TOSHIBA FINANCIAL SERVICES		03/07/2023	Regular	0.00	364.68	73282
494854458	Invoice	02/18/2023	GF-BSMT COPIER LEASE/OVERAGE-IT		0.00	364.68	
003242	TOWNHOME DEVELOPERS LLC		03/07/2023	Regular	0.00	3,168.42	73283
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0003 LUPTON…		0.00	3,168.42	
001149	UTILITY NOTIFICATION CENTER		03/07/2023	Regular	0.00	334.11	73284
223020556	Invoice	02/28/2023	SSTX-FEB23 RTL TRANSMISSIONS-S…		0.00	334.11	
002790	VINCENT VILLAGE LLC		03/07/2023	Regular	0.00	485.00	73285
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0024 AMEND…		0.00	485.00	
003142	VORTEX USA INC.		03/07/2023	Regular	0.00	77,234.39	73286
DEP03	Invoice	03/01/2023	GF-SPLASHPAD MECH EQUIPMENT &..		0.00	77,234.39	
002679	WALLACE BRUCE FITZGERALD		03/07/2023	Regular	0.00	300.00	73287
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0005 FITZGER…		0.00	300.00	
001963	WASTE CONNECTIONS OF COLO, INC		03/07/2023	Regular	0.00	1,473.48	73288
6816136V311	Invoice	03/01/2023	GF-MAR23 TRASH SERVICE-PARKS		0.00	167.07	
6816567V311	Invoice	03/01/2023	CEM-MAR23 TRASH SERVICE-		0.00	117.11	
6848927V311	Invoice	02/28/2023	Waste Connections		0.00	338.12	
6849083V311	Invoice	02/28/2023	Waste Connections		0.00	133.59	
6849084V311	Invoice	02/28/2023	Waste Connections		0.00	193.79	
6849085V311	Invoice	02/28/2023	Waste Connections		0.00	345.72	
6849086V311	Invoice	02/28/2023	Waste Connections		0.00	64.78	
6849087V311	Invoice	02/28/2023	Waste Connections		0.00	113.30	
001209	WHOLLY STROMBOLI		03/07/2023	Regular	0.00	157.50	73289
022423	Invoice	02/24/2023	GF-PROJECT LUP2021-0011 ADMIN S…		0.00	157.50	
001224	XCEL ENERGY-GAS		03/07/2023	Regular	0.00	719.50	73290
817049352	Invoice	02/22/2023	GF-CITY HALL & GENERATOR GAS 1/…		0.00	719.50	
000119	BANK OF COLORADO		02/24/2023	Bank Draft	0.00	6,351.69	DFT0002123
INV0001335	Invoice	02/24/2023	HSA DISTRIBUTION		0.00	6,351.69	
000119	BANK OF COLORADO		02/24/2023	Bank Draft	0.00	865.83	DFT0002124
INV0001336	Invoice	02/24/2023	HSA DISTRIBUTION		0.00	865.83	
001416	VALIC_1		02/24/2023	Bank Draft	0.00	39,689.27	DFT0002125
INV0001337	Invoice	02/24/2023	VALIC - 457(b) $ Contributions		0.00	39,689.27	
001265	IRS		02/24/2023	Bank Draft	0.00	64,003.66	DFT0002126
INV0001338	Invoice	02/24/2023	Federal Withholding		0.00	64,003.66	
001418	CO DEPARTMENT OF REVENUE		02/24/2023	Bank Draft	0.00	11,313.00	DFT0002127

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
INV0001339	Invoice	02/24/2023	CO Withholding		0.00	11,313.00	
001416	VALIC_1		02/28/2023	Bank Draft	0.00	106.14	DFT0002128
INV0001340	Invoice	02/28/2023	VALIC - Regular Plan Retirement Contri…		0.00	106.14	
001265	IRS		02/28/2023	Bank Draft	0.00	223.98	DFT0002129
INV0001341	Invoice	02/28/2023	Federal Withholding		0.00	223.98	
001418	CO DEPARTMENT OF REVENUE		02/28/2023	Bank Draft	0.00	42.00	DFT0002130
INV0001342	Invoice	02/28/2023	CO Withholding		0.00	42.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	104	0.00	619,280.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-67,578.36
Bank Drafts	8	8	0.00	122,595.57
EFT's	0	0	0.00	0.00
	176	**115**	**0.00**	**674,297.43**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	207	126	0.00	682,802.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-67,578.36
Bank Drafts	8	8	0.00	122,595.57
EFT's	0	0	0.00	0.00
	215	**137**	**0.00**	**737,819.60**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	2/2023	2,468.92
600	GOLF ENTERPRISE FUND	3/2023	61,053.25
999	POOLED CASH/CONSOLIDATED CASH	2/2023	249,306.94
999	POOLED CASH/CONSOLIDATED CASH	3/2023	424,990.49
			737,819.60

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
February 21, 2023

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, February 21, 2023. Mayor Zo Hubbard called the meeting to order at 6:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Hubbard, Councilmembers, Chris Ceretto, Bruce Fitzgerald, Valerie Blackston, Carlos Barron, and Claud Hanes.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Mayor or Council.

APPROVAL OF AGENDA

It was moved by Carlos Barron and seconded by Bruce Fitzgerald to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the February 21, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Carlos Barron and seconded by Claud Hanes to approve the Consent Agenda as presented with the following items:

- February 7, 2023 City Council Meeting Minutes
- Authorize a 2-year Commitment with Neogov for the Onboarding Software Approved for the 2023 Budget (AM 2023-032)
- Approve the Estimated 2023 Payment to Northern Colorado Water Conservation District (NCWCD) for Windy Gap Carriage Assessment Paid from the Utility Fund for an Amount Not to Exceed $278,662.08 (AM 2023-033)
- Approve a Resolution 2023R009 AMENDING THE FEES FOR VICTIMS COMPENSATION FUND FEE AND MUNICIPAL COURT SURCHARGES (AM 2023-034)
- Adopting an Ordinance 2023-1153 AMENDING SECTION 2-155 OF THE MUNICIPAL

CODE TO SET THE VICTIM COMPENSATION GUIDELINES BY RESOLUTION (AM 2023-035)

- Approve a Resolution 2023R010 AMENDING THE VICTIM COMPENSATION GUIDELINES (AM2023-036)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-037 Approving the Purchase of One (1) Tractor for Coyote Creek Golf Course ("CCGC") in the Amount of $51,335.43, Allocated from the Golf Fund

The existing tractor used at CCGC is a 1998 John Deere and is undersized. It is the only tractor for use with all of the PTO driven equipment. The tractor has required an extensive amount of maintenance the last several golf seasons to remain in working order.

Wickham Tractor Co is a Sourcewell member and has provided a quote for a Kubota tractor with nearly twice the size and power, providing staff the opportunity to operate all PTO driven equipment with ease.

It was moved by Bruce Fitzgerald and seconded by Chris Ceretto to Approve the Purchase of One (1) Tractor for Coyote Creek Golf Course ("CCGC") in the Amount of $51,335.43, Allocated from the Golf Fund. Motion passed unanimously on roll call vote.

AM 2023-038 Approving the Purchase of One (1) Utility Cart for Coyote Creek Golf Course ("CCGC") in the Amount of $11,586.00, Allocated from the Golf Fund

CCGC has added staff over the last several seasons and additional vehicles are needed to transport workers and equipment around the golf course. Staff, for the last several years has elected to forego purchasing another utility cart, using a cart from the fleet instead. The rental fleet is used by paying golfers on the course and all 80 carts are needed by golfers most days. The rental cart also does not have any storage or carrying capabilities, which limits its usefulness to maintenance staff.

An RFP was sent out to vendors, three bids were returned. A summary of the results is below

Masek Golf Cars -	$11,586.00
Colorado Golf and Turf-	$10,918.62
EZGO, Textron CO-	$11,548.00

Masek sells Yamaha golf cars, which match the rest of the fleet of golf carts, utility carts, beverage carts and range cart. Although they are the highest bid, it is suggested to continue the use as maintenance will be streamlined by keeping the same brand and model of carts.

It was moved by Chris Cerettto and seconded by Valerie Blackston to Approve the Purchase of One (1) Utility Cart for Coyote Creek Golf Course ("CCGC") in the Amount of $11,586.00, Allocated from the Golf Fund. Motion passed unanimously on roll call vote.

AM 2023-039 Accepting a Proposal from Gerardo Concrete for the Construction of the Community Center Park Trails, for an Amount Not to Exceed $222,880.00 to be Paid from the Parks Department Capital Projects Account and Approving the Construction Agreement

The Recreation Department would like to start the Community Center Park Trails project (expected start date April 10, 2023). The construction/concrete work would be completed by Gerardo Concrete for an amount not to exceed $222,880.00.

Staff opened a request for bids for this project which closed on February 6, 2023. 8 bids were submitted. Gerardo Concrete was the low bid. The bid was for 3,460 liner feet of 8-foot-wide 4" concrete walking / biking trail around Community Center Park. Concrete will be replacing existing soft surface trail. The work will include clearing, grading, installation of 5" base and concrete, backfill and replacement of sod grass (if needed). The trail will have 3 rest areas along the trail (5' x 12') with benches and trash receptacles (installed by city staff).

Work shall include furnishing all labor, equipment, materials, tools, supervision, and any other items necessary or convenient to satisfactorily complete the work. Warranty period for concrete is 2 years. All work shall be completed in accordance with City of Fort Lupton Standards and Specification manual.

It was moved by Carlos Barron and seconded by Valerie Blackston to Accept a Proposal from Gerardo Concrete for the Construction of the Community Center Park Trails, for an Amount Not to Exceed $222,880.00 to be Paid from the Parks Department Capital Projects Account and Approving the Construction Agreement. Motion passed unanimously on roll call vote.

AM 2023-040 Accepting a Proposal from Adolfson & Peterson Construction, to Serve as the General Manager/General Contractor for the Recreation Center Addition for an Amount Not to Exceed $671,327.00 Conditioned Upon Approval of the Construction Agreement

The Ad Hoc Committee developed a process to select a General Manager/General Contractor for the new Recreation Center. This method was chosen over a final design/hard bid process, in the belief that the community would receive more bang for the buck by hiring the contractor during the design process. This way, the architect and the City would receive the benefit of input from the contractor during the design. Resulting in more accurate cost estimates and better decisions at critical junctures. In addition, the Committee feels that this method should virtually eliminate change orders as the Contractor would take more ownership of the final design and cost estimates.

Request for Qualifications were sent out on December 29, 2023 and the City received 13 responses from some of the best contractors in the business. The Committee reviewed the qualifications of the firms and narrowed the list down to three recreation center experienced firms.

On February 8, 2023, a sub-committee consisting of Judy Ceretto, Amy Adkins, Shannon Rhoda, Claud Hanes, Valerie Blackston, Monty Schuman, Julie Seedorf-Holm and Chris Kastelic from Perkins and Will interviewed the top three firms. Of particular interest was the quality of their project team, cost estimating accuracy, local/regional experience and experience in building quality recreation centers. After the interviews, each committee member was asked to rank their picks- with 5 points awarded for 1st, 3 points for second, and 1 point for 3rd. The Committee quickly narrowed the list down to two which were both companies receiving 24 points. The top two firms were Pinkard and Adolfson & Peterson, each of whom have built many recreation centers with the specific features we are looking for (e.g. pool/water, gymnasium, fitness centers, etc.).

While all three firms were viewed as qualified, Adolfson & Peterson and Pinkard stood out due to the quality of their project team that would work on our Recreation Center, experience with multiple recreation centers with identical recreational components, and local/regional experience in the north front range area.

After a discussion of the merits and fee proposals between the top two candidates, the Committee recommended that the City hire Adolfson & Peterson Construction as the General Manager/General Contractor.

The top three firms and their cost proposals were as follows:

Adolfson & Peterson Construction	$671,327
Pinkard Construction	$1,050,446
Saunders Construction	$607,727

It was moved by Claud Hanes and seconded by Valerie Blackston to Accept a Proposal from Adolfson & Peterson Construction, to Serve as the General Manager/General Contractor for the Recreation Center Addition for an Amount Not to Exceed $671,327.00 Conditioned Upon Approval of the Construction Agreement. Motion passed unanimously on roll call vote.

AM 2023-041 Accepting a 36-Month Contract with Comcast to Supply Internet to the Office Spaces Located at 1200 Dexter, Unit W-12 and W-13, for an Amount Not to Exceed $244.85 per month, Allocated from the General Fund

The City will be leasing space at 1200 Dexter, Unit W-12 and W-13, and will need to supply Internet to the two units so the planning department can perform their work. The Internet service is a 36-month contract with Comcast. The Internet speeds would be 250MB download and 25MB upload as well as a Static IP address. The static IP address will be used to connect the Dexter location to the City Hall network using a firewall VPN, allowing the planning department to connect to the network.

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to Accept a 36-Month Contract with Comcast to Supply Internet to the Office Spaces Located at 1200 Dexter, Unit W-12 and W-13, for an Amount Not to Exceed $244.85 per month, Allocated from the General Fund. Motion passed unanimously on roll call vote.

AM 2023-042 Approving a Resolution of the City Council of Fort Lupton Authorizing the Submittal of a Revitalizing Main Streets Grant Application with the Colorado Department of Transportation for the Harrison Avenue Reconstruction Project

The City Street Fund has budgeted funding for the Harrison Avenue Reconstruction Project to remove and reconstruct sidewalks, curb and gutter, and make other improvements on Harrison Ave between 1st and 9th Street. A portion of this project is eligible for the Revitalizing Main Streets Grant. Eligible applicants for this grant include local governments, business improvement districts, and other governmental agencies. This request is for the City to submit this application for Phase 1 of the project from 4th Street to 9th Street. The total project cost estimate for Phase 1 is $328,725.00, and a match of at least 10% is required. The grant application is for a requested amount of $250,000.00 and with a match provided from the City Street Fund in the amount of $78,725.00.

It was moved by Valerie Blackston and seconded by Bruce Fitzgerald to Approve Resolution 2023R011 AUTHORIZING THE SUBMITTAL OF A REVITALIZING MAIN STREETS GRANT APPLICATION WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE HARRISON AVENUE RECONSTRUCTION PROJECT. Motion passed unanimously on roll call vote.

STAFF

Leann Perino, Finance Director, indicated that the recreation center bond is moving along and that she has a meeting next week to go over the initial paperwork.

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

February 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
February 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 07, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Submitted by,

____
Maricela Peña, City Clerk

Approved by City Council,

____
Zo Hubbard, Mayor

ORDINANCE NO. 2023-1152

INTRODUCED BY: CLAUD HANES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AUTHORIZING THE ISSUANCE OF THE CITY OF FORT LUPTON, COLORADO, GENERAL OBLIGATION BONDS, SERIES 2023 AND DECLARING AN EMERGENCY ON SECOND AND FINAL READING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

INTRODUCED, READ AND ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS 7TH DAY OF FEBRUARY, 2023.

Published in: Fort Lupton Press

Publication date: February 16, 2023

FINALLY ADOPTED AS AN EMERGENCY ORDINANCE ON SECOND READING AND ORDERED PUBLISHED BY TITLE THIS 7TH DAY OF MARCH, 2023.

Published in: Fort Lupton Press

Publication date: March 16, 2023

[CITY SEAL]

By: ____________________________________
Zo Hubbard, Mayor

Attest:

____
Maricela Peña, City Clerk

Approved as to Form:

____
Andrew Ausmus, City Clerk

SUBJECT FOR DISCUSSION

Approve License Agreement with METRO Water Recovery for Access and Operations at the City Waste Water Treatment Plant (WWTP) to Operate and Maintain Metering and Sampling Facilities

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is granting a license for METRO to access and operate meter and sampling facilities at the WWTP. The facilities that METRO will own and operate are associated with the conversion of the WWTP to a lift station and force main to the METRO North Treatment Plant.

The agreement grants to Metro, its permitted successors and assigns, and Permitted Designees, a revocable license to enter, reenter, access across and use the Property for the following purposes: installing, placing, maintaining, and operating the Facilities and related equipment, and for such other purposes as Metro deems necessary in connection with installation and maintaining and operating such Facilities. Metro shall provide the City with any plans that substantially modify the Facilities for the City's prior approval, and such approval shall not be unreasonably withheld, conditioned, or delayed

The City retains the right to the undisturbed use of the Property that does not interfere with the facilities.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the License Agreement
B. Reject agreement.
C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the License Agreement with METRO.

Attachments: a. License Agreement

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

<u>LICENSE AGREEMENT</u>

THIS LICENSE AGREEMENT (the "Agreement") is executed and delivered as of this ______day of___________________, 2023 (the "Effective Date"), by and between the **CITY OF FORT LUPTON**, with a legal address of 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 (the "City"), and **METRO WATER RECOVERY**, with an address of 6450 York St. Denver, Colorado 80229 ("Metro") (individually, a "Party," and collectively, the "Parties").

WHEREAS, the City maintains certain wastewater treatment facilities located on property owned by the City located in Weld County, Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property");

WHEREAS, Metro seeks to acquire a license (the "License") permitting Metro, it's employees and contractors access on, over, and across a portion of the Property for the installation and placement of a metering and sampling facility (the "Facilities") to be maintained on the City's wastewater treatment facilities located within the Property;

WHEREAS, Metro also seeks access to these City-owned wastewater treatment facilities to operate and maintain its Facilities; and

WHEREAS, the City is willing to grant the License to Metro, pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Metro agree as follows:

1. <u>License</u>. The City hereby grants to Metro, its permitted successors and assigns, and Permitted Designees, a revocable license to enter, reenter, access across and use the Property for the following purposes: installing, placing, maintaining, and operating the Facilities and related equipment, and for such other purposes as Metro deems necessary in connection with installation and maintaining and operating such Facilities. Metro shall provide the City with any plans that substantially modify the Facilities for the City's prior approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

2. <u>Term</u>. The term of this Agreement shall commence upon the Effective Date and shall expire thereafter upon mutual agreement of the Parties.

3. <u>Work Area</u>. After completion of any work that disturbs the surface of the Property, Metro, or its contractor will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to commencement of the work, except as necessarily modified to accommodate the Facilities, including any required modifications to the Facilities and the use thereof permitted hereby.

4. <u>Retained Rights</u>. The City retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy are subject to the restrictions of this Agreement and are consistent with and do not impair or unreasonably interfere with the work or use of the Facilities by Metro, or any grant herein contained.

5. Maintenance. Metro shall be responsible for maintaining the Facilities during the term of this Agreement.

6. Notification. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the City: City of Fort Lupton
130 S. McKinley Ave.
Fort Lupton, CO 80621

To Metro: Metro Water Recovery
6450 York Street
Denver, CO 80229
Attn: Director of Engineering

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service, on the date of transmission if sent by confirmed electronic mail, or three (3) business days after deposit in the United States mail. A Party, by written notice so provided, may change the address or contact information to which future notices shall be sent.

7. Liability. Metro shall be responsible for the acts and omissions of itself and its contractors occurring on the Property, and any and all costs, claims and other expenses incurred for or related to work occurring on the Property and use of the Facilities, except to the extent that such costs, claims and other expenses are caused by the negligent or willful acts of the City, its employees or agents.

8. Authority. The City warrants that it has full right and lawful authority to make the grant herein contained. The individuals executing this Agreement on behalf of the Parties represent and warrant that they are authorized to do so.

9. Governing Law and Venue. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which this Agreement is performed. Venue for any action taken in the enforcement of this Agreement shall be in the District Court in and for Adams County, Colorado.

10. Severability. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

11. Inurement. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

11. Integration. The above and foregoing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. The terms of this Agreement may be modified only by a writing duly executed and acknowledged by the Parties hereto.

13. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the Parties under the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF the Parties have executed this instrument as of the day and year first above written.

CITY OF FORT LUPTON:

____

STATE OF COLORADO)
) ss.
COUNTY OF _______________________)

On this _____day of ____________, 2023 before me, the undersigned, a notary public, came ____________________who being by me duly sworn, did state he/she is the _________________of the City of Fort Lupton, Colorado and that said instrument was signed on behalf of said City of Fort Lupton, Colorado and has authority from said corporation to make this instrument, and who is personally known to me to be the same person who executed the within instrument of writing and who duly acknowledged the execution of the same for the purposes and consideration therein expressed.

Witness my hand and official seal.

My commission expires: _________________________________

(SEAL)

____
Notary Public

METRO WATER RECOVERY

By: ______________________________
Chief Executive Officer

By: ______________________________
Metro General Counsel

Fort Lupton COLORADO

City Council Meeting
Date: March 7, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-044
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the City WWTP to Operate and Maintain Metering and Sampling Facilities

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City is granting a non-exclusive easement for METRO to access and operate meter and sampling facilities at the WWTP. The facilities that METRO will own and operate are associated with the conversion of the WWTP to a lift station and force main to the METRO North Treatment Plant.

The easement agreement grants to Metro, its successors and assigns, the permanent, non-exclusive right to enter, reenter, occupy and use the Easement Property to install, maintain and operate a meter and related appurtenances (the "Facilities") on an existing force main owned by the City located on the Easement Property. The City also grants to Metro the right of ingress and egress over and across the Easement Property and Property for personnel, vehicle and equipment reasonable or necessary for the Easement Purposes. The City further provides that any third-party entity hired or contracted with Metro may use the Easement Property for the Easement Purposes as deemed necessary, desirable or required by Metro its sole discretion upon reasonable notice to the City.

The City is required to not construct new fencing that impairs access or interferes with operations. The City retains the right to the undisturbed use of the Property that does not interfere with the facilities.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the Easement Agreement
B. Reject agreement.
C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Non-Exclusive Easement Agreement with METRO.

Attachments: a. Easement Agreement

Certification of Council Approval:

Ordinance No. _______________ ____________________ City Clerk ____________ Date

Resolution No. _______________

NON-EXCLUSIVE
EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (the "Agreement"), made effective as of **__________________**, 2023 (the "Effective Date") by and between the **CITY OF FORT LUPTON**, with an address of 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 (the "City") and **METRO WATER RECOVERY**, with an address of 6450 York St. Denver, Colorado 80229 ("Metro") (individually, a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City is the owner of real property located in the County of Weld, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, The City desires to grant to Metro, a permanent, non-exclusive right to enter, reenter, occupy and use a portion of the Property in the location more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the City and Metro agree as follows:

1. The City hereby grants to Metro, its successors and assigns, the permanent, non-exclusive right to enter, reenter, occupy and use the Easement Property to install, maintain and operate a meter and related appurtenances (the "Facilities") on an existing force main owned by the City located on the Easement Property (the "Easement Purposes"), as further set forth in **Exhibit A**. The City also grants to Metro the right of ingress and egress over and across the Easement Property and Property for personnel, vehicle and equipment reasonable or necessary for the Easement Purposes. The City further provides that any third-party entity hired or contracted with Metro may use the Easement Property for the Easement Purposes as deemed necessary, desirable or required by Metro its sole discretion upon reasonable notice to the City.

2. The City shall not construct or install new fencing that would impair access for vehicles, personnel and equipment through the Easement Property, or otherwise unreasonably interfere with Metro's use of the Easement Property for the Easement Purposes, without the written approval of Metro. The City will, at the City's expense, move any vehicles, equipment or other personal property stored on the Easement Property as reasonably directed by Metro.

3. Metro shall be responsible and liable for any and all costs, claims and other expenses incurred for or related to the installation, construction, replacement, removal, ownership, operation, repair and use of the Facilities located within the Easement Property except to the extent such costs, claims or other expenses are caused by the acts of the City, or its servants or agents.

4. After any construction or other operations by Metro which disturb the surface of the Easement Property, Metro will restore the general surface of the ground, if otherwise disturbed

by Metro, as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the Facilities and uses permitted hereby.

5. The City retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy are subject to the restrictions of this Agreement.

6. If Metro, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of Metro hereunder shall cease and terminate, and the City shall hold the Easement Property, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of Metro so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by Metro at the time of the abandonment or release of Metro's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Easement Property by Metro shall not constitute an abandonment of its rights under this Agreement.

7. The City warrants that it has full right and lawful authority to make the grant herein contained and promises and agrees to defend Metro in the exercise of its rights hereunder against any defect in its title to the Easement Property and Property, and against any defect in its right to make said grant. The individuals executing this Agreement on behalf of the Parties represent and warrant that they are authorized to do so.

8. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

9. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

10. The above and foregoing constitutes the whole Agreement between the Parties and no additional or different oral representation, promise or Agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. The terms of this Agreement may be modified only by a writing duly executed and acknowledged by the Parties hereto.

IN WITNESS WHEREOF the parties have executed this instrument as of the day and year first above written.

CITY OF FORT LUPTON:

____

STATE OF COLORADO)
) ss.
COUNTY OF ______________________)

On this ____ day of ____________, 2023 before me, the undersigned, a notary public, came ___________________ who being by me duly sworn, did state he/she is the ________________ of the City of Fort Lupton, Colorado and that said instrument was signed on behalf of said City of Fort Lupton, Colorado and has authority from said corporation to make this instrument, and who is personally known to me to be the same person who executed the within instrument of writing and who duly acknowledged the execution of the same for the purposes and consideration therein expressed.

Witness my hand and official seal.

My commission expires: ________________________________

(SEAL)

____
Notary Public

METRO WATER RECOVERY

By: ________________________________
Chief Executive Officer

By: ________________________________
General Counsel

City Council Meeting
Date: March 7, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-045
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve Non-Exclusive Easement Agreement with METRO Water Recovery for Entry, Occupy and Use of Property at the METRO Waste Water Treatment Plant (WWTP) to Construct and Maintain the Force Main Connection

SUMMARY STATEMENT/BACKGROUND DISCUSSION

METRO is granting a non-exclusive easement for the City to access and operate force main facilities at the Northern WWTP.

METRO grants to the City, its successors and assigns, the permanent, non-exclusive right to enter, reenter, occupy and use the Easement Property for the following purposes: install, maintain and operate a force main and related appurtenances (the "Easement Purposes"). Metro also grants to the City the right of ingress and egress over and across the Easement Property for personnel, vehicle, and equipment reasonable or necessary for the Easement Purposes.

The City is required to restore disturbed surfaces to existing conditions.

FINANCIAL CONSIDERATIONS

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the Easement Agreement
B. Reject agreement.
C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

City staff recommends approval of the Non-Exclusive Easement Agreement with METRO.

Attachments: a. Easement Agreement

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

<u>NON-EXCLUSIVE</u>
<u>EASEMENT AGREEMENT</u>

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (the "Agreement"), made effective as of _________________, 2023 (the "Effective Date") by and between **METRO WATER RECOVERY**, with an address of 6450 York St. Denver, Colorado 80229 ("Metro") and the **CITY OF FORT LUPTON**, with an address of 130 S. McKinley Avenue, Fort Lupton, Colorado 80621 (the "City") (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Metro is the owner of real property located in the County of Weld, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Metro desires to grant to the City, a permanent, non-exclusive right to enter, reenter, occupy and use a portion of the Property in the location more particularly described in **Exhibit B**, attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the City and Metro agree as follows:

1. Metro hereby grants to the City, its successors and assigns, the permanent, non-exclusive right to enter, reenter, occupy and use the Easement Property for the following purposes: install, maintain and operate a force main and related appurtenances (the “Easement Purposes”). Metro also grants to the City the right of ingress and egress over and across the Easement Property for personnel, vehicle, and equipment reasonable or necessary for the Easement Purposes. Metro further provides that any third-party entity hired or contracted with the City may use the Easement Property for the Easement Purposes as deemed necessary, desirable or required by the City in its discretion upon reasonable notice to Metro.

2. Metro shall reasonably confer with the City prior to the construction or placement of any structure or building on or under the Easement Property to verify that the placement of such structures or buildings do not interfere with the Easement Purposes.

3. Notwithstanding anything contained in this Agreement to the contrary, the City accepts the Easement Property in its AS-IS, WHERE-IS condition, with all faults, as of the Effective Date, subject to all covenants, conditions, restrictions, easements, and all other matters of record existing as of the Effective Date.

4. The City shall not cause or permit any mechanic's or materialmen's liens or any other liens to attach to the Easement Property or the Property as a result of the exercise of the City's rights granted under this Agreement. If such lien is recorded, the City shall cause the lien to be removed within thirty (30) days after the same is recorded.

5. After any construction or other operations by the City which disturb the surface of the Easement Property or any portion of the Property, the City will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the City's facilities and use permitted hereby. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the City shall be removed from the Easement Property at the sole expense of the City. Fences and security equipment shall be replaced at the sole expense of the City if disturbed by the City. For a period of one year following disturbance of the surface of the Property, the City will maintain the surface elevation and quality of the soil by correcting any settling or subsidence that may occur as a result of its work.

6. The City shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete, and unmolested enjoyment of the rights herein granted. Metro shall neither take nor permit any action which would impair the lateral or subjacent support for any of the City's sewer lines or other equipment, facilities, or appurtenances within the Easement Property. Metro shall not materially modify the earth cover over a City pipeline without reasonably conferring with the City beforehand.

7. Metro retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy are subject to the restrictions of this Agreement and are consistent with and do not impair or unreasonably interfere with any Easement Purposes or grant herein contained.

8. Metro may authorize other public utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Easement Property, provided that they do not interfere with the City's rights herein granted, that public utilities crossing the Easement Property cross at approximately right angles (with appropriate spacing) and that no utilities be permitted to parallel the City's facilities within ten (10) feet thereof. The Parties shall reasonably confer if the City deems any such utility to be a nonconforming utility installations.

9. The City agrees to indemnify and hold harmless Metro 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 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 the City, any subcontractor of the City, or any officer, employee, representative, or agent of the City, or which arise out of a worker's compensation claim of any employee of the City or of any employee of any subcontractor of the City. The City'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 the City, any subcontractor of the City, or any officer, employee, representative, or agent of the City, or of any subcontractor of the City. However, the City is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

10. If the City, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of the City hereunder shall cease and terminate, and Metro shall hold the Easement Property, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of the City so abandoned or released, in such case, Metro may also require City to remove any abandoned materials or structures associated with this easement grant, but nothing herein shall be construed as working a forfeiture or abandonment or release of the City's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Easement Property by the City shall not constitute an abandonment of its rights under this Agreement.

11. Metro warrants that it has full right and lawful authority to make the grant herein contained and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in its title to the Easement Property and Property, and against any defect in its right to make said grant. The individuals executing this Agreement on behalf of the Parties represent and warrant that they are authorized to do so.

12. The City's use of the Easement Property shall at all times be in compliance with all federal, state, county, and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders, and other such requirements, of all governmental authorities with jurisdiction over the Easement Property. The City shall be responsible, at its sole cost and expense, for ensuring such compliance and for obtaining all applicable approvals, licenses, and permits related to the City's use of the Easement Property.

13. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

14. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which this Agreement is performed. Venue for any action taken in the enforcement of this Agreement shall be in the District Court in and for Denver County, Colorado.

15. The above and foregoing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. The terms of this Agreement may be modified only by a writing duly executed and acknowledged by the Parties hereto.

16. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or

protection provided to the Parties under the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF the parties have executed this instrument as of the day and year first above written.

METRO WATER RECOVERY

By: ________________________________
Chief Executive Officer

By: ________________________________
General Counsel

CITY OF FORT LUPTON:

____

STATE OF COLORADO)
) ss.
COUNTY OF ______________________)

On this ____ day of ____________, 2023 before me, the undersigned, a notary public, came ___________________ who being by me duly sworn, did state he/she is the ________________ of the City of Fort Lupton, Colorado and that said instrument was signed on behalf of said City of Fort Lupton, Colorado and has authority from said corporation to make this instrument, and who is personally known to me to be the same person who executed the within instrument of writing and who duly acknowledged the execution of the same for the purposes and consideration therein expressed.

Witness my hand and official seal.

My commission expires: ________________________________

(SEAL)

____
Notary Public

Fort Lupton COLORADO

City Council Meeting
Date: March 7, 2023
Staff: Roy Vestal,
Public Works Director

AM 2023-046
Public Hearing☐

SUBJECT FOR DISCUSSION

Approve the Purchase of Geographical Information System (GIS) Based Asset Management Software (Element XS) from Novotx, L.L.C. for an Amount Not to Exceed $83,000.00 from the Public Works Shop General Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

It has been a Public Works goal to implement a GIS Asset Management system for the City for many years. The 2019 - 2020 Strategic Plan included creating an asset strategic plan to document current assets and better position future needs.

Engineering staff have been researching the different software systems for the past 4 years. The selection criteria was based on targeted municipal size, system flexibility to match our operations and ESRI GIS based to prevent multiple database sets to manage.

The Elements XS software meets all criteria in an affordable package. The annual subscription fee is $15,000. Initial setup and integration cost is $68,000.00. Total first year cost of the program is $83,000.00 that includes the subscription fee, setup and training.

References were given with the proposal that checked out with very positive referrals. A local entity, East Cherry Creek Valley was included.

FINANCIAL CONSIDERATIONS

The 2023 budget includes: $50,000 for Plans & Studies in the Engineering General Fund.
$15,000 for Plans & Studies in the Public Works Streets General Fund.
$15,000 for Contractual Services in the Engineering General Fund

Reallocate the Plans & Studies, Contractual Services budget items and $3,000 from Engineering Equipment for a total of $83,000.00.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

A. Approve the purchase of Elements XS from Novotx
B. Purchase a different software from another firm.
C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving purchase of Elements XS GIS Asset Management software from Novotx, L.L.C.

Attachments:
a. Contract Agreement – Novotx, L.L.C.
b. Element XS Proposal

Certification of Council Approval:
Ordinance No. _______________
Resolution No. _______________

____
City Clerk

____
Date

City of Fort Lupton, Colorado

Public Works Agreement

This Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Novotx, L.L.C.** (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF WORK.** Contractor will furnish all tools, equipment, supplies, superintendence, insurance, transportation, labor and other accessories, services and facilities specified or required to complete the work. Contractor shall provide and perform all necessary labor in a first class and professional manner and in accordance with the conditions and prices stated in the bid proposal and the requirements, stipulations, provisions and conditions of the contract documents. Contractor shall perform, execute, and complete all things mentioned to be done by the Contractor and all work included in the scope of work set forth and incorporated herein as **Exhibit A**. Contractor confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Contractor states it possesses workers compensation insurance and general liability insurance and will add the City as an additional insured for this project.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement and the scope of work set forth in the Contractor's proposal attached hereto as **Exhibit A**. In the event of any conflict between any of these documents, this document shall control.

3. **TIME OF COMPLETION.** The Contractor agrees to commence work upon execution of this Agreement and to complete all work in an expeditious and timely manner to meet the prescribed Project schedule.

4. **CONTRACT SUM.** The City shall pay to the Contractor for performance and completion of the work encompassed by this Agreement **$83,000.00 (Eighty-Three Thousand Dollars and no cents**), and the Contractor will accept as full compensation in accordance with the terms set forth in **Exhibit A**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Contractor in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

10. **OSHA REQUIREMENTS.** Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail.

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent 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. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

12. **INDEPENDENT CONTRACTOR.** Contractor is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Contractor to perform services pursuant to this Agreement shall be employees or independent contractors of Contractor and are not employees, contractors or agents of the City. Contractor does not have the authority to bind the City by contract or otherwise

13. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public

health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

14. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Contractor or its subContractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

15. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS **7th DAY OF MARCH, 2023**.

CITY OF FORT LUPTON, COLORADO

____

BY: Zo Hubbard

TITLE: Mayor

Novotx L.L.C.:

____

BY:____________________________

TITLE:__________________________

EXHIBIT A

ELEMENTSXS

Simple. Flexible. GIS-Centric.

Asset & Work Management | Permitting & Citizen Engagement

Table of Contents

Letter of Introduction

Date: 1.26.23

—

To the City of Fort Lupton, CO ('FTL'),

Thank you for giving Novotx the opportunity to propose Elements XS, a proven asset and work management platform built on the latest industry technologies. Based on the requirements listed in this RFP, we believe Elements XS offers the lowest risk, best value option for this project.

— WHY ELEMENTS XS?

With many asset and work management software in the market, what sets us apart?

- **Compatibility** Elements XS has a 100% compatibility rating with the "required capabilities" of this RFP. Our product is designed for municipalities of your size and structure.
- **Smaller Company, Bigger Success** Elaborate exhibit booths and large events are not our focus. Instead, we put our money into a better product and more responsive support. Which means being smart about how we grow and making sure each customer is a success story.
- **Happy Clients** Elements XS users are among the most satisfied clients in the asset management market. We have the highest customer retention rate in the industry.
- **Innovation** Elements XS uses the latest technologies and software developments. Elements XS was not built in the 90's with only a modern facelift. It is faster and more reliable than any other software in the market.

If you need additional information, you can contact me via email or my cell number found below. Novotx appreciates you taking the time to review our proposal and we're confident that Elements XS will meet and exceed your operational expectations for years to come.

Sincerely,

Tom Toronto | Sales Executive
801.209.4842
tom@novotx.com

Novotx, L.L.C.
1979 West 1900 South Suite A (main office)
Syracuse, UT 84075

The following information is Proprietary and Confidential. We request that you do not distribute this to any third party, other than those in-house at the City of Fort Lupton, CO ('FTL') as these documents are submitted in confidence.

Letter from RFP to Fort Lupton

Ms. Leann Perino
Finance Director
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Dear Mr. Vestal (Public Works Director):

The undersigned having become familiar with the specifications for GIS Asset Management, Public Works Department and deliver to the City of Fort Lupton as set forth in the following schedule:

PROGRAM:	**Elements XS AMS – A Novotx Solution**
INITIAL COST:	**$15,000 First Year Subscription & $24,000 of Setup cost as quoted on the next line. This is paid up front to pay for the software and initiate the project.**
SETUP COST:	**$68,000 (This includes integration costs)**
ANNUAL LICENSE FEE:	**$15,000 annual subscription for the first 3 years. Price subject to Cost of Living increases. If deployed on Cloud Server, (AWS) annual subscription of $5,500 is paid to Amazon for cloud hosting.**
START DATE:	**If selection is made 2/7/23, contract terms would need to be agreed upon and signed by both parties. Payment would then be required to proceed. Mid-to late March is realistic to get started.**
IMPLEMENTATION TIME	**24-32 Weeks**

I certify that the above quotation is exclusive of any federal excise taxes and all other state and local taxes, and includes any applicable permits and fees for installation. I further certify that the items offered for intended use by the City of Fort Lupton will meet all specifications as indicated in this bid form. The Council of the City of Fort Lupton reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Council, is to the best interests of the Council and of the City of Fort Lupton. The Council of the City of Fort Lupton shall give preference to residents of Fort Lupton bidders in all cases where the bids are competitive in price and quality.

FIRM: Novotx, LLC BY: Justin Gough

BUSINESS ADDRESS: 1979 W 1900 S Suite A TITLE: President

CITY, STATE, ZIP CODE: Syracuse, UT 84075 DATE: 1/25/2023

TELEPHONE NO.: 801.682.1400 FAX NO. ____________ TAXPAYER I.D.#: 75-3106994

DOES YOUR BID MEET OUR SPECIFICATIONS? YES: X

CITY OF FORT LUPTON IS EXEMPT FROM COLORADO SALES TAXES. CERTIFICATE OF EXEMPTION NO.98-02812-0000. CITY OF FORT LUPTON FAX NUMBER IS #303-857-6090

References

City of Cedar Rapids, IA
Zach Parker
Systems Analyst – Information Technology
500 15th Ave SW
Cedar Rapids, IA 52404
(319) 286-5642
Z.Parker@cedar-rapids.org
2018- 2020
Sewer, Stormwater, Streets, Traffic, Forestry, Water, Fire, and water pollution.

City of North Salt Lake, UT
Jon Rueckert
Public Works Director
10 East Center Street
North Salt Lake, UT 84054
Phone: 801-335-8727
jonr@nslcity.org
Water, Streets, Stormwater, Facilities, City Equipment

City of South Jordan, UT
Katherine Barlow
Public Works Operations Support Supervisor
10996 S Redwood Rd
South Jordan, UT 84095
801.253.5203 Ext. 1202
kbarlow@sjc.utah.gov
2019- 2021
Roads, sidewalks, water, stormwater, fleet

Logan City, UT
Chuck Shaw
GIS Administrator
290 N 100 W
Logan, UT 84321
435.716.9171
chuck.shaw@loganutah.org
2021-2023
Water, Sewer, Storm, Streets, Facilities, Fleet

East Cherry Creek Valley
Michelle Probasco
Project Manager
6201 S Gun Club Rd
Aurora, CO 80016
mprobasco@eccv.org
303.693.3800
Water, Wastewater

Detailed Functional Objectives

—

From the city RFP documents

SPECIFICATIONS FOR ASSET MANAGEMENT SYSTEM

DEPARTMENT: PUBLIC WORKS DEPARTMENT

MINIMUM SPECIFICATIONS	SPECIFICATIONS TO BE COMPLETED BY BIDDER
1. Software Program	
a. GIS Based	Yes
b. Interface with Existing ESRI GIS data	Yes
c. Pre-packaged database sets	
i. Streets	Yes
ii. Signs	Yes
iii. Sanitary Sewer	Yes
iv. Water Distribution System	Yes
v. Lead/Copper Rule services	Configurable
vi. Storm Drainage System	Yes
vii. Fleet Management	Yes
d. Maintenance / Work Order Process	Yes
e. Report formats	Yes
i. Industry Standard	
ii. Ability to edit / customize	Yes
f. Web based external report capability	Yes
g. Sharing capability with other agencies/departments/public	Yes
2. Hardware System Support Requirements	
a. Server / Drive requirements	See “Requirements Sheet” attached in bid Memory / processor
b. Operating System	Windows

c. Database used — SQL

d. Licensing requirements (server, Database, user cals, db cals, backup) — See “Requirements Sheet” attached in bid

e. Mobile Devices Usable — Yes – iOS and Android

3. Training – 3 days – to Cover operations, maintenance and service.
   For field crew - Yes. $0

   Office staff - Yes

Extended Support: — Yes, via documentation on board app or direct support ticket submissions. Support is included in the annual subscription

The following represents feature requests from FTL and the Elements XS response:

Fort Lupton Expected Requirements

1	General Requirements	Standard/Configurable/Custom
1.1	System must be web-based and installed on a local city server or a cloud hosted server.	Standard functionality on Elements XS platform.
1.2	System must support interface, content, and workflow customizations by a trained system administrator without programming skills.	Training is included in the Set up cost. Documentation and videos will be available as well as the tech support.
1.3	System must support MS SQL Server	Standard backend
1.4	System should support open standards and be capable of integrating with other city systems, as appropriate.	Standard
1.5	Ability to customize end user forms to facilitate a more focused user interface for each group of end users.	Standard functionality on Elements XS platform. City staff will assist Elements staff during Onboarding meetings to identify desired output
1.6	System must have a dashboard style page configurable by each user for viewing assigned or monitored work activities. Should include: cost summaries, to do lists, charts, graphs, maps, reports, etc. should be configurable based on any number of search parameters defined by the user.	Standard functionality on Elements XS platform. City staff will assist Elements staff during Onboarding meetings to identify desired output
1.7	Ability to access in the field on a variety of devices, include laptops, tablets and smartphones.	Standard

1.8	For the proposed system, the software licensing costs shall allow for a "site" or "enterprise" license that provides full access to the software proposed for an unlimited number of "software users" comprised of city employees.	Enterprise subscription does include unlimited users for city staff and "contractors" if desired.
2	**GIS and Asset Data Requirements AMS= Asset Management System**	**Standard/Configurable/Custom**
2.1	System must support ESRI ArcGIS Server 10.5 and maintain compatibility with the most current version of ESRI GIS software either before or shortly after an ESRI version release	Standard Different from many applications that synchronize data between asset repositories, Elements XS utilizes the geodatabase as the single, authoritative asset repository for all things spatial. Esri's modern web and enterprise GIS practices are aligned throughout Elements XS and all GIS data is directly accessed and updated in real-time via feature services, leveraging ArcGIS identities and industry best practices. Elements XS provides a native, seamless integration with Esri's modern solutions and technologies across the entire Elements XS platform.
2.2	System should be designed to work with GIS data, where geographic features (e.g. pipes) represent assets. It must integrate with the City's existing databases, ArcGIS Server software, ArcGIS Portal and ArcGIS Online. The software should not require converting to a different format.	Standard
2.3	System MUST be non-modular for asset types and functional groups. Core system must be configurable for unlimited asset types and asset groups without additional licensed modules or licensing cost.	Standard on Elements platform.
2.4	System should utilize the ESRI databases and link to them without additional software licensing.	Standard
2.5	System should not set limits on the number of assets or the size or complexity of the asset data, other than those imposed by the underlying ESRI software.	Standard
2.6	System should support and detect relationship classes within the GIS.	Standard
2.7	Ability to query the ESRI database from within the AMS software.	Standard
2.8	System should provide a map interface, allowing the user to view assets, search, pan, zoom, locate, measure distances and include the capability to view information about assets' attributes from the GIS.	Standard

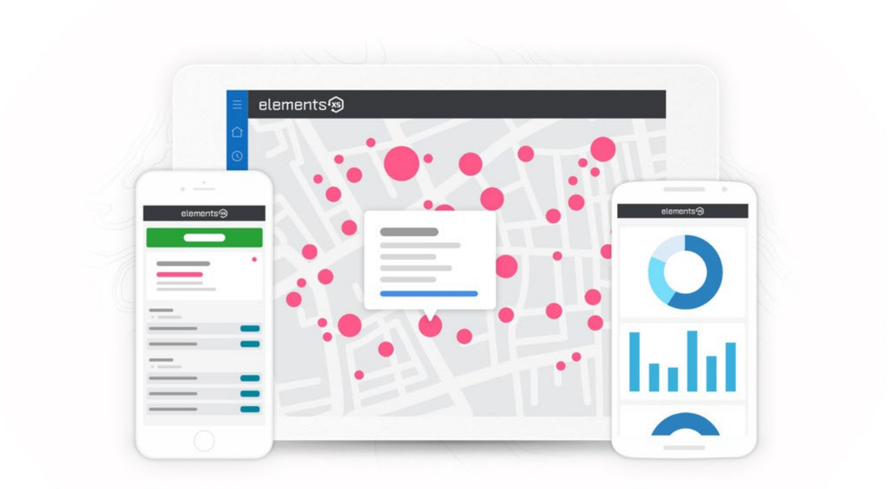
2.9	Map should be comprised of ArcGIS Server Map Services (Portal) hosted on the City's ArcGIS Server and ESRI ArcGIS Online Services.	Standard
2.10	Must support multiple map services, specific to users or groups of users, to meet the various GIS needs of each department.	Standard
2.11	Ability to locate addresses.	Standard
2.12	Ability to select assets in the GIS map and create work orders and inspections associated to the selected assets.	Standard
2.13	Ability to attach multiple assets to a work order.	Standard
2.14	All work activities, (requests, work orders, inspections, etc.) should be displayed live on the map interface based on user preferences. User should be able to open activities from the map.	Standard
2.15	Ability to update asset attributes from within the AMS software. All updates will utilize ESRI technology so as to maintain the integrity of the GIS system.	Standard
2.16	Ability to easily publish work activities within the AMS software for use with ArcGIS Server, ArcGIS Portal and ArcGIS Online.	Standard
3	**Software Integrations**	**Standard/Configurable/Custom**
3.1	Ability to integrate with software for plan review such as Adobe Acrobat and Bluebeam.	Configurable, but will need further discussion with staff at Fort Lupton to decide level of integration
3.2	Must integrate with ESRI ArcGIS Server, Portal etc.	Standard
3.3	Ability to convert and integrate historical data from other asset management and work order systems.	Standard
3.4	Ability to integrate with public input application SeeClickFix	Configurable, but will require a scoping discussion, after which the Novotx team will be able to provide options and pricing. Elements XS has functionality that can replace SeeClickFix
4	**Work Management**	**Standard/Configurable/Custom**
4.1	The AMS software should provide for generating, mapping, and tracking work orders against assets.	Standard
4.2	Ability to define unlimited work order activity types for any asset type defined in GIS.	Standard
4.3	Ability to generate work orders from service requests, creating relationships between work orders, and attaching work orders to any	Standard/Configurable Would need to meet to better understand and scope out what “attaching work orders to any

	number of assets or to locations without assets.	number assets or to locations" means.
4.4	The work order system should track parts, labor, equipment, and other costs/resources associated with the work activity.	Standard
4.5	Costs should be associated to assets on the work order and asset costs should be easily reportable from within the system.	Standard
4.6	Capability to dispatch work orders to work crews. Work crews should be able to access and prioritize work orders.	Standard
4.7	Ability to create work requests from inside the map interface.	Standard
4.8	Track relationship between service request and work order.	Standard
4.9	Ability for personnel to select and review work requests and work orders using multiple selection and sorting criteria that include work request and work order fields.	Standard
4.10	Allow work orders to include multiple assets.	Standard
4.11	Ability to view all work activities on a map and label by priority, status, type, etc.	Standard
4.12	Ability to schedule and assign preventative or routine work orders for future and planned maintenance.	Standard
4.13	Ability to attach multimedia files to work order.	Standard
4.14	Ability to organize work orders and associated costs to project with a budget.	Standard
4.15	Ability to modify (hide, relocate, repurpose, etc.) fields on end user forms.	Standard
4.16	Ability to establish required fields so as to ensure data input integrity.	Standard
4.17	Ability to assign maintenance scores to work activity types.	Standard
4.18	Ability to update GIS attributes with fields from the work management system automatically.	Configurable with a separate discussion to scope out project task to define desired output.
4.19	Ability to report on total cost of maintenance for one or many selected assets.	Standard
4.20	Ability to view work activities on a calendar or integrate with Outlook Calendars.	Standard/Configurable to show work activities on a calendar
5	**Asset Inspection and Condition Analysis Requirements**	**Standard/Configurable/Custom**

5.1	Ability to collect and store condition assessment data against an asset e.g. number of leaks, number of repairs, defects, thickness measurements, anode deterioration, safety issues, etc.	Standard
5.2	Capture and store for assets the results of various inspections such as flow monitoring, I/I investigations, smoke testing, hydrant flow testing, back-flow preventions devise testing, pump efficiency testing, etc.	Standard
5.3	Inspections must provide flexibility for user defined fields and forms.	Standard
5.4	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset. Scoring weights should be defined by city.	Standard, but will need to work with city staff to configure output results
5.5	Ability to conduct a condition analysis from within the map interface, combining inspection data and GIS attributes which results in the selection of assets based on condition score range.	Standard
5.6	Ability to summarize asset conditions within GIS.	Standard
5.7	Must provide a flexible and open methodology with ability to link to 3rd party software, tools or data for asset condition modeling, depreciation and valuation.	Configurable, but will need to coordinate what “3rd party tools” are and how to access them.

Application Overview

Elements XS goes beyond traditional asset and work management technology by providing users a new set of powerful tools to tailor and customize the application to meet the unique needs of their organizations.



Designed specifically for smart utilities and governments, Elements XS is an all-inclusive browser-based solution that can be accessed from anywhere on any device. Elements XS integrates seamlessly with Esri's ArcGIS platform as well as many other enterprise applications to leverage an organization's existing technology investments. Elements XS is an all-inclusive application that allows any asset within any department to be managed without purchasing separate modules, and the application works with any standard web browser on any device, accessible via cloud or on premises deployments. Elements XS users can further enhance the application by defining unique workflow processes to streamline operations and fulfill the unique business requirements of organizations both small and large.

Elements XS provides robust tools for asset management, work management, inventory control, project management, and reporting analysis. Elements XS Connect, a platform primarily used for permitting and citizen engagement, provides tools for tracking permits, licenses, citizen requests and problem reporters. Elements XS Connect is fully integrated with the Elements XS main application, allowing for a seamless experience to track the life cycle of requests and permits.

Features Unique to Elements XS

Elements XS is the most flexible asset and work management application in the market. The features below set Elements XS aside from other applications.

— A TRUE GIS-CENTRIC SOLUTION

Different from many applications that synchronize data between asset repositories, Elements XS utilizes the geodatabase as the single, authoritative asset repository for all things spatial. Esri's modern web and enterprise GIS practices are aligned throughout Elements XS and all GIS data is directly accessed and updated in real-time via feature services, leveraging ArcGIS identities and industry best practices. Elements XS provides a native, seamless integration with Esri's modern solutions and technologies across the entire Elements XS platform.

— TAILORED & RESPONSIVE USER INTERFACE

Elements XS provides tools to tailor menus, page layouts, map toolbars, and other interface components to reduce clutter and streamline data collection processes. Each user (or group of users) can have a tailored interface that contains toolbars, buttons, map settings, forms, and other functionality specific to their individual job function.

Elements XS is mobile friendly by design and includes full functionality on any device, regardless of screen size. Every page in Elements XS looks and feels like it was designed for the device in use, which includes phones, tablets, and desktop computers.

Key Features

- *Adaptive screen for any sized device*
- *Reduce training time for field staff with a streamlined interface*
- *Improved user experience with reduced screen clutter*
- *Improved performance with optimized interface per job function*

— ULTRA-FLEXIBLE, NO CUSTOM CODE

Elements XS is a commercial off-the-shelf application that includes building blocks and tools for each client to configure their own unique processes, data collection requirements, interface configuration, and much more. Users can configure unlimited custom data fields, unlimited custom forms and custom form layouts, and unlimited custom workflow processes - all without modifying application code or requiring custom application development. Elements XS also includes many options for pre-configured templates and workflows to streamline the deployment process.

Key Features

- *Collect all the data you need without limitations on number or types of custom fields*
- *Create an unlimited number of custom form layouts to simplify the user interface*
- *Enforce required fields*
- *Reduce the time required to fill out data collection forms*
- *Analyze and perform calculations based on user-defined custom data*

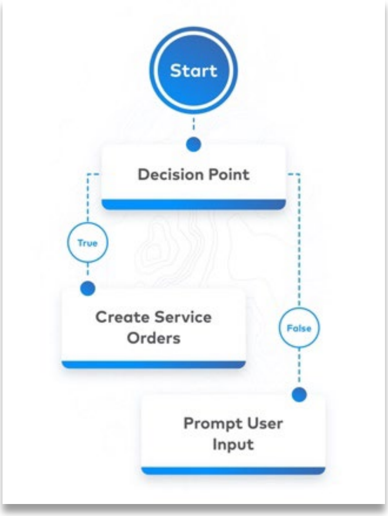
— WORKFLOW PROCESSOR

Elements XS includes a workflow processing engine that allows users to analyze data from any combination of third-party applications and/or datasets to trigger events within Elements XS based on criteria from these external sources. Common uses of the workflow processor include 811 automation (for one-call locates/tickets), SCADA system integrations (to trigger Service Orders when alarms are issued), and fleet management (trigger vehicle maintenance Service Orders based on fuel consumption or other criteria).

Key Features

- *Create Elements XS Service Orders based on information collected in other applications*
- *Easily integrate SCADA, 811, fleet management systems and more*
- *Use information from any third-party application to automatically trigger any Elements XS event*

The Elements XS workflow designer provides a simple interface for users to create custom business processes that can be deployed throughout the application.



— WORKFLOW DESIGNER

Users can create custom workflows using a drag and drop interface to automate and streamline processes. These workflows can be used to trigger follow-up events, route work to designated personnel, send notifications, and much more. These user-generated custom workflows can be applied to any scenario and provide an unmatched level of customization throughout the application.

Key Features

- *Guide users through unique processes based on any event or condition*
- *Generate follow up actions and routine maintenance activities based on data collected in other areas of the software*
- *Automatically notify other departments or users when user-defined scenarios occur*
- *Automate follow-up actions and notifications based on any event or condition*
- *Use a drag and drop interface to create custom workflow processes*

— UTILITY BILLING INTEGRATION

Elements XS includes tools for a live connection to multiple utility billing applications to provide location, customer, meter, and service data to field technicians in real-time directly from the utility billing application. Tools to update the utility billing software directly from Elements XS are also available to avoid duplicate entries. Utility billing data can be visualized in the GIS to show consumption data, usage history, and other field-critical data.

Key Features

- *Analyze usage and consumption data using GIS then create Service Orders based on utility billing data*
- *Optimize shut off/disconnect routes, meter reads, and more*
- *Perform meter change outs, reads, installations, and more in Elements XS and post the transactions directly to the utility billing application to eliminate double entry*
- *Access up-to-date customer, location, meter, and service information directly from the utility billing application*

GIS-Centric Platform

—

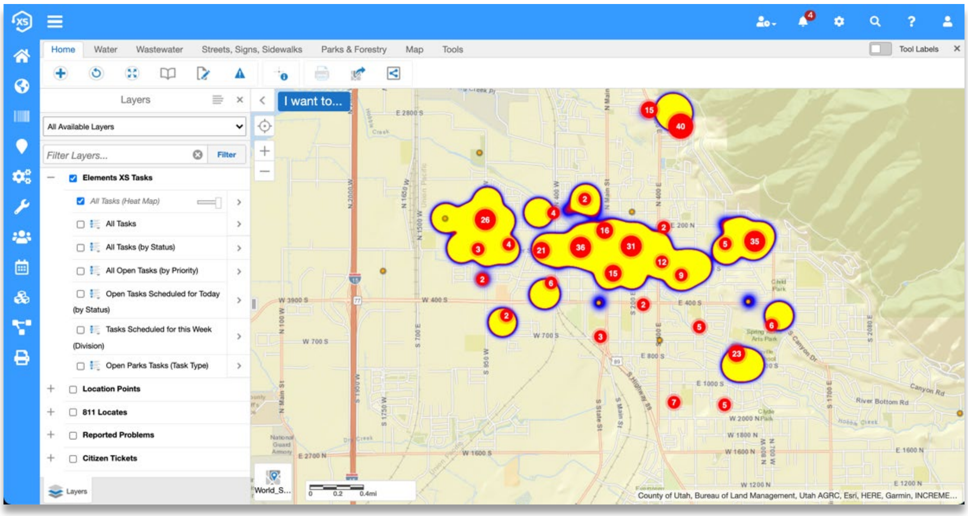
Elements XS interacts directly with map services that have been published via ArcGIS Enterprise and/or ArcGIS Online by Esri.

There are no limits to the number or types of map services that can be utilized. GIS access and read/write permissions are controlled via ArcGIS named user authentication and permissions are controlled at the user level. All interaction with map services is in real-time where the geodatabase is the single, authoritative database for all spatial assets, and no data is copied or synchronized.

ArcGIS identities are fully supported and required for all GIS access. An organization can choose ArcGIS Online or ArcGIS Enterprise as their identity provider and Elements XS, along with connected applications, will authenticate.

Elements XS does not require a specific data model for the ArcGIS integration. Elements XS simply links asset and work management data to the GIS via a user-defined unique identifier for each feature, per feature class. This means data models can evolve and change without adverse impact on the solid, real-time integration between ArcGIS and Elements XS.

All map viewers are built on HTML5 technology and will work on any device in any standard web browser.



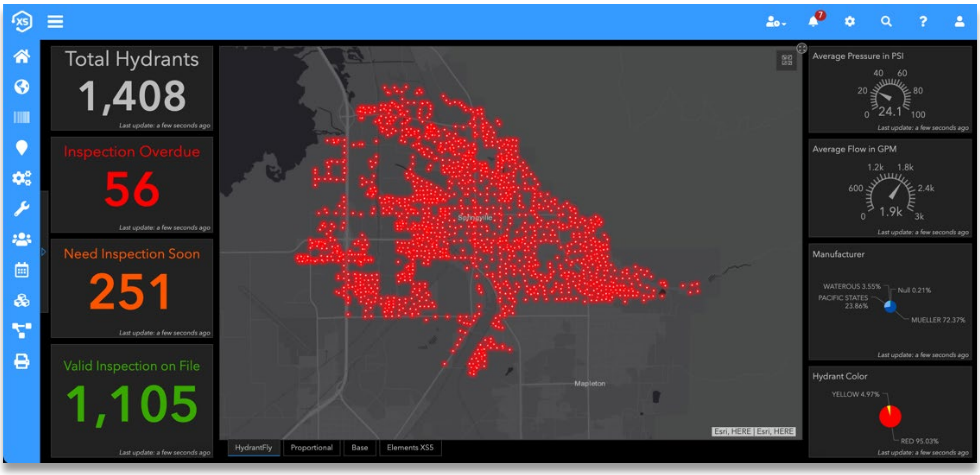
Integrate query layers to graphically represent any data within Elements XS such as locations of work, labor, types of work, job costing details, and more. Use the seamless ArcGIS integration to update feature services directly from Elements XS and/or update Elements XS data from the GIS.

The GIS integration in Elements XS allows users to update feature data directly from Elements XS documents and/or update Elements XS data using GIS feature data to seamlessly share data and provide optimal performance.

Key Features

- *Access live GIS data with a direct, real-time integration to ArcGIS platform*
- *Use your existing GIS without modification*
- *View Service Order and other asset management data on your GIS maps in real time*
- *Update GIS data directly from Elements XS documents*
- *Spatially select individual assets or groups of assets to create Service Orders*
- *ArcGIS identity fully supported, use ArcGIS Online or ArcGIS Enterprise credentials to view and edit GIS data.*

View ArcGIS Operations Dashboard and Insights inside Elements XS.



Alerts and Notifications

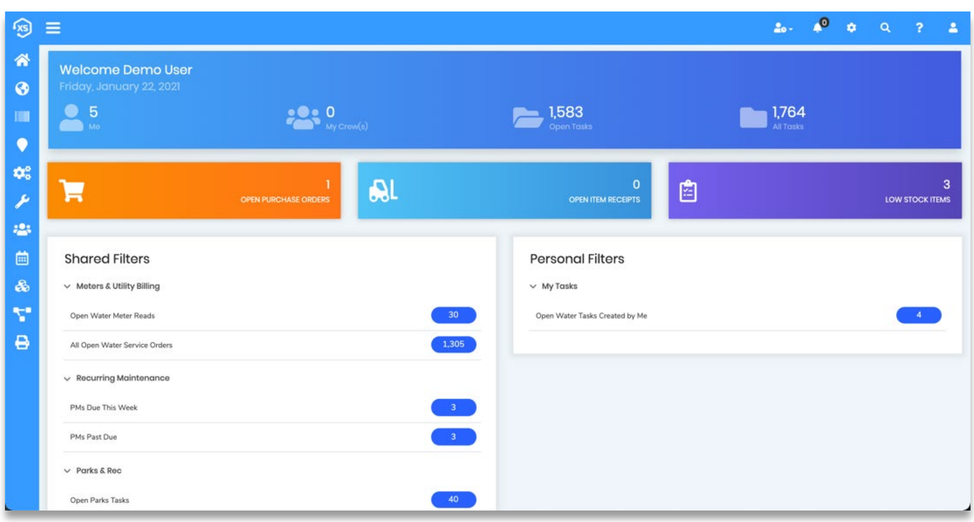
—

Elements XS includes tools for users to create in-app and email notifications based on any user-defined criteria.

An intuitive Home Page dashboard as well as map-based data views help ensure users are aware of newly added items coming in and provide insight as to how each Service Order Task is cycling through its respective workflow.

Key Features

- *Define notifications for any user-defined condition in any area of Elements XS*
- *Email, email to text, and in-app notifications*
- *Sample notification scenarios include:*
  - *Assignment changes and status updates*
  - *High labor, materials, and/or equipment consumption*
  - *Low stock levels*
  - *Past due tasks and maintenance items*
  - *Asset condition and valuation data*
  - *Inspection results and scoring data*



In-app, email, and text notifications are user-definable and configurable throughout the application.

Non-Spatial Assets

Elements XS allows users to track any asset, even if the asset does not exist in the geodatabase.

Assets within treatment plants, vehicles, equipment, and other assets that are not typically spatial by nature can be managed in Elements XS. Assets can be organized into a user-defined hierarchy based on asset type and other criteria. This allows the users to define depreciation schedules, track routine and preventive maintenance, as well as labor, material, and equipment costs on these assets.

Charts, graphs, and tabular reports can be set up for individual assets or groups of assets. User-definable asset scoring algorithms can score assets based on work performed against them. For example, a new asset may start with a score of 100, decrease the score over time, then increase the score as certain types of work are performed.

Maintenance schedules can be set up to trigger work against an asset using user-definable calendar-based schedules and/or meter-based intervals (ex. runtime hours, mileage, and so on). Track runtime hours on any asset to auto-schedule maintenance activities. Additionally, third-party datasets may be leveraged to trigger maintenance activities.

Key Features

- *Track assets that may not exist in the geodatabase such as equipment, vehicles, and sub-components within a treatment plant or building*
- *Create an asset hierarchy to generate parent/child relationships among assets*
- *Track treatment plant components and assets within any other facility*
- *Track specific asset locations*
- *Track runtime hours*
- *Track using ArcGIS Indoors mapping*

Service Orders

Elements XS goes beyond traditional asset and work management technology by providing users a new set of powerful tools to tailor and customize the application to meet the unique needs of their organizations.

Elements XS simplifies the process of tracking requests and work performed. A Service Order in Elements XS is a single document that allows users to track requests for service as well as track any work that was performed to resolve the requests. Service Orders track labor, material, equipment, and contractor expenses related to each job as well as user-defined custom datasets and other required information to complete a job.

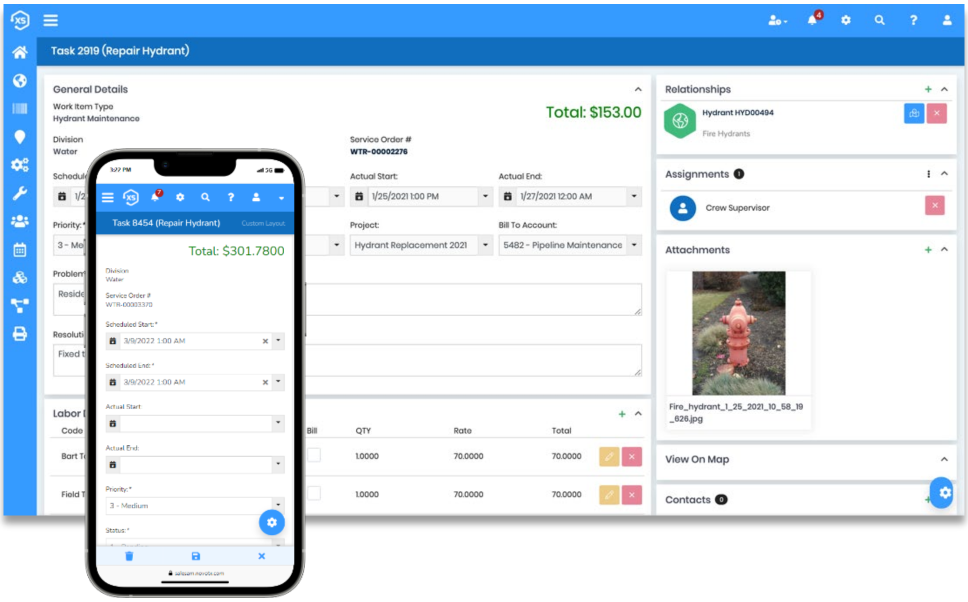
| A Service Order layout includes:

- Scheduled and Actual Start Dates and Times
- Job Status & Priority
- Project and Bill To accounts
- Problem and Resolution Notes
- Service Order Notes
- Customizable Data Collection Forms with Required Fields
- Maps (including support for any native ArcGIS web map)
- Material, Labor, Equipment, and Contractor Details
- Cost details
- Asset Relationships
- Assignments
- Attachments
- Contacts
- Resources
- Related Documents
- Purchase Requisition
- Devices
- Fees
- Interval Reads
- Schedule Follow-up Item
- Share and Print features

Key Features

- *Eliminate confusion stemming from which type(s) of documents should be created under different scenarios*
- *Reduce training time by simplifying terminology and reducing the number of processes to learn*
- *Improve consistency across users and departments*

The unique Service Order concept in Elements XS reduces the learning curve and provides in-depth data for reporting.



— ASSET RELATIONSHIPS

Associate a single Service Order with any combination of GIS assets, non-spatial assets, and other objects within Elements XS to ensure each Service Order and its related Tasks are associated to the correct asset(s).

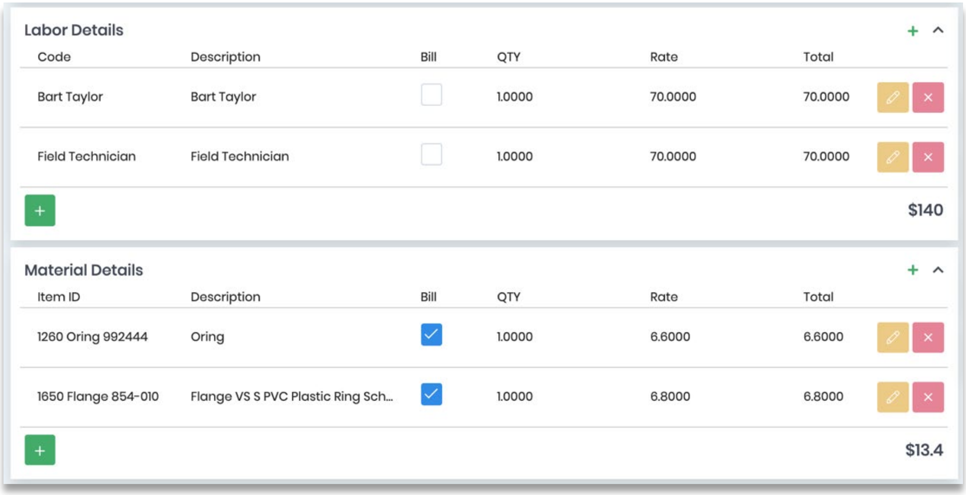
— LABOR, MATERIAL, EQUIPMENT, & CONTRACTOR EXPENSES

All Service Order Tasks provide the ability to track associated labor, material, equipment, and contractor expenses. Material stock levels are auto-managed based on consumption and user permissions define which users can utilize inventory from designated inventory storage locations. Each line item is associated with an account code for financial reconciliation and reporting purposes. Date of usage and the inventory storage location from which the material was consumed are also tracked.

Key Features

- *Track personnel, equipment, materials, and outside personnel time (contractors) on any job or request*
- *Create user-defined labor rates with associate account codes to assist with estimating costs, tracking overtime, and other rate variances*
- *Real-time inventory stock level control and user-definable alerts for low stock levels*
- *Link materials, labor, equipment, and contractor details to accounting and other financial applications*

Track labor, material, equipment, and contractor costs on any job.



— JOB STATUS & PRIORITY

Statuses and priorities are user definable and can be used to trigger follow up events and auto-route work to appropriate personnel.

Key Features

- *Reduce the learning curve by allowing users to define their own job statuses and priority levels*
- *Auto-generate follow up actions and employee assignments based on user-defined Status and/or Priority scenarios*

— SCHEDULED VS. ACTUAL DATES

Elements XS tracks scheduled dates for all Service Order Tasks as well as actual completion dates to assist with analyzing performance metrics.

— ASSIGNMENTS

Service Order Tasks in Elements XS can be assigned to any combination of individual users, crews (pre-defined groups of users), and/or contractors. Assignments can be auto-generated based on the type of work, geography, or any other user-defined criteria.

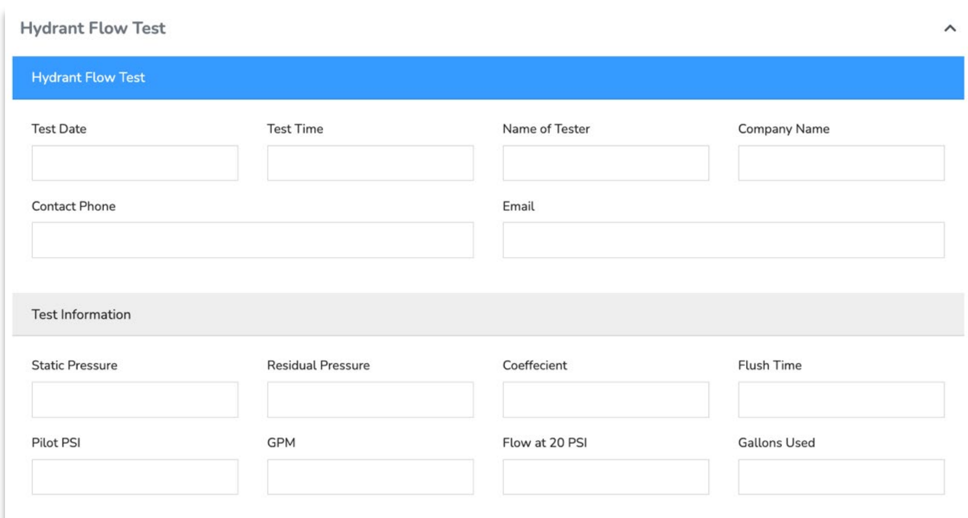
Key Features	- *Assign work to multiple individuals at once to streamline operations* - *Assign work to contractors and allow contractors to log in and view work assigned to them* - *Auto-generate work assignments based on geography, type of work, staff availability, or other user-defined scenarios*

— CUSTOMIZABLE DATA COLLECTION FORMS WITH REQUIRED FIELDS

Each type of Service Order Task can have a unique set of user-defined custom data with an associated data collection form, allowing users to define required fields and collect all necessary information for a specific job type.

Key Features	- *Create your own data collection forms with unlimited custom fields and form layouts* - *Define required fields* - *Add sliders, pull down menus, checkboxes, date selectors, and any other industry standard HTML5 controls to custom forms* - *Perform calculations*

Unlimited custom fields and form layouts. Fields can trigger follow-up tasks.



— INVENTORY KITS

Elements XS includes unique Inventory Kits which consist of pre-defined groups of inventory items. These items are defined by the type of task being performed and give users the ability to quickly add inventory items to any job being performed.

Key Features

- *Reduce the time required to add labor, materials, and equipment in the field by quickly adding multiple items at once*
- *Improve accuracy by pre-defining which inventory items should be used in certain scenarios and auto-populating Service Order Tasks with this information*

— ATTACHMENTS

Users can attach images, MS Office documents, PDFs, videos, and many other file formats to Service Orders and Service Order Tasks.

— RESOURCE ALLOCATION & MANAGEMENT

Each Service Order Task allows users to allocate required resources for the job. Users can use the resource manager to avoid double booking equipment and ensure all required resources are available to complete the job.

— RELATED DOCUMENTS

The Related Documents feature in Elements XS allows users to link any record within the system to any other record in order to properly document work history and other data. For example, a Service Order to flush a fire hydrant may be linked to a Phone Call record from a customer.

— BILLABLE SERVICES

Invoices can be generated within Elements XS and emailed directly to a Contractor or Customer, facilitating a way to manage work that has been billed and payments that have been received.

Routine & Preventive Maintenance Scheduling

Elements XS includes tools to define maintenance schedules and auto-generate recurring events based on dates, hours, mileage, consumption, and other user-definable metrics.

Processes can be streamlined using the GIS interface, allowing users to define custom workflows to quickly perform inspections and maintenance items without leaving the map. The GIS can be used to optimize maintenance routes and indicate the sequence in which work should be performed. These tools can be combined with the workflow designer to auto-generate follow-up tasks and status notifications for other system users across multiple departments based on information collected during these routine maintenance activities.

Key Features

- *Track preventive and recurring maintenance on any asset*
- *Integrate maintenance schedules with GIS to view what's been done and what needs to be done next*
- *User-definable maintenance schedules based on dates or any other metric (mileage, hours, consumption, and more)*
- *Auto-generate the next maintenance activity on the appropriate schedule when the current maintenance activity is complete*
- *Set custom parameters so future maintenance activities are scheduled based on user-defined criteria (for example, if the asset is new inspect it again in 12 months - if the asset is getting old inspect it again in 3 months)*

Contractor & Vendor Management

Elements XS provides tools to assign work to contractors and other outside users. Outside users can then log in to view work assigned to them and complete their work without having access to any other internal information.

Key Features

- *Track work that has been completed by individual contractors*
- *Allow contractors to log their work and track time in Elements XS*
- *See which work is assigned to contractors and monitor the status of contractor projects*

Inventory Management

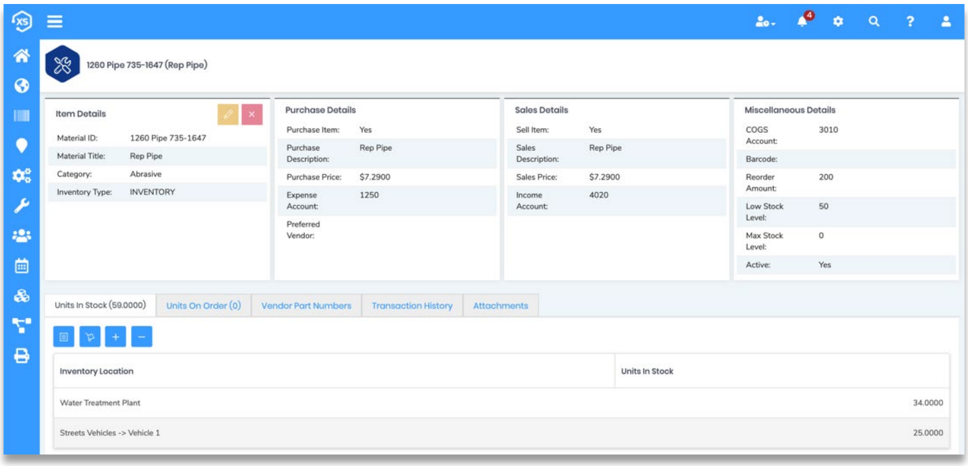
—

The Elements XS Inventory Workspace is included with every Elements XS deployment and includes tools to manage materials, stock levels, and equipment across multiple warehouses and storage locations.

Key Features

- *Provides a dedicated interface for inventory management*
- *Manage materials, stock levels, vendors, purchasing, and receiving*
- *Track purchasing and receiving details for consumable materials as well as fixed assets*

Dedicated interface for inventory management



| The Inventory Workspace includes the following:

- **Stock Level Management** Track stock levels at multiple locations for each inventory item and quickly locate which items are low in stock.

- **Materials** Details on material items include ID, title, category, type, price, description, expense account, vendors, COGS account, Barcodes, Reorder amount, low stock level amount, max stock level, availability, and stock levels.

- **Material Storage Locations** Create a storage hierarchy with unlimited tiers to track where individual inventory items are stored - for example, a part may be at *Warehouse A > Level 1 > Aisle 1a > Shelf 3 > Bin 1.* User permissions determine which users can access materials from specific inventory locations in order to ensure users are not consuming materials that they do not have access to.

- **Materials Pricing** When consumed on a Service Order Task, each inventory item in Elements XS can be set to reference a fixed sell price, weighted average, most recent price paid, or most recent price paid plus a defined markup percentage.

- **Vendor Management** Elements XS includes tools to track vendors and associated contacts for each vendor. Multiple vendor part numbers can be tracked for each inventory item to help track which vendors historically provide the best prices for individual inventory items.

- **Purchasing & Receiving** Create Purchase Orders and Item Receipts to track which parts have been ordered and which parts have not yet been received. When parts are received, stock levels are automatically adjusted and as materials are consumed on Service Order Tasks, the stock levels for these materials are adjusted accordingly.

  Use the Purchase Orders to order services from vendors and contractors and track which services have been paid for.

- **Purchase Orders** A Purchase Order indicates that inventory parts have been ordered. Key information collected on a Purchase Order includes the date the order was placed, who placed the order, which parts were ordered, how many of each part were ordered, the vendor from whom the parts were ordered, vendor contact information, expected delivery date, and the inventory location to which the parts should be shipped.

  Purchase Orders remain Open until all parts on the order have been received using an Item Receipt. This provides a system of checks and balances to ensure all orders are accurately fulfilled and prevents vendors from sending (and billing for) too many or too few parts. Elements XS also provides the ability to associate multiple Item Receipts with a single Purchase Order to effectively manage partial shipments.

- **Item Receipts** Item Receipts increase stock levels and are created when shipments are received. When inventory items are received at a warehouse using an Item Receipt, the quantity of the specified inventory items on hand at an inventory location are increased by the quantities indicated on the Item Receipt.

  Key information tracked on an Item Receipt includes the date the parts were received, who received the parts, the location where the parts were received, delivery method, a list of the parts that were received, and the quantity of each part that was received. Item Receipts remain "Open" until a Vendor Bill or Invoice has been input for the parts received. User permissions in Elements XS determine who can create, modify, and delete Item Receipts.

- **Vendor Bills** Vendor Bills are used to determine how much money is paid for inventory parts that have been received. After inventory parts have been received using an Item Receipt, a Vendor Bill is created. Information on the Vendor Bill includes the vendor invoice number and the prices paid for each inventory item that was received into inventory.

Once a Vendor Bill has been associated with an Item Receipt, the inventory receiving process has been fulfilled.

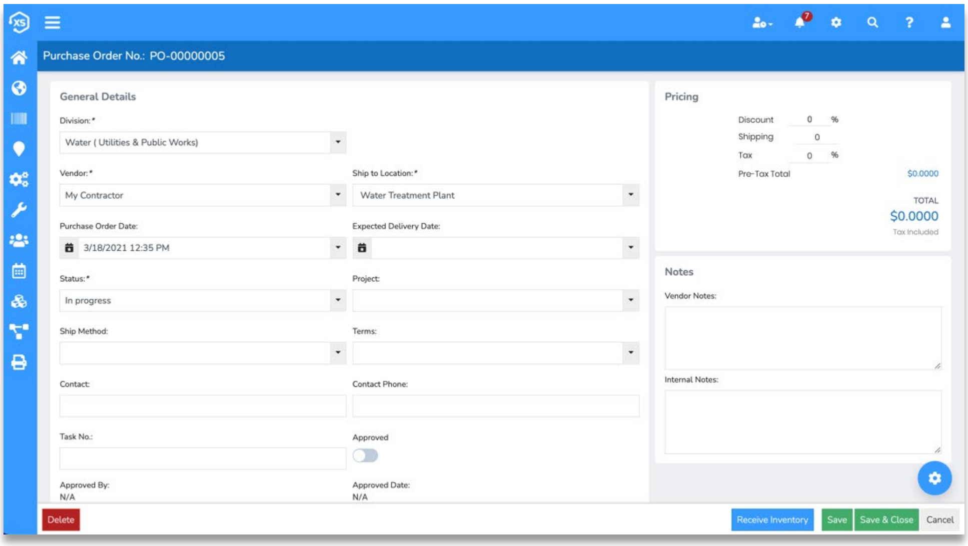
- **Invoices** Invoices are generated to reduce inventory stock levels and track the cost of inventory parts going out, using whichever inventory valuation method is preferred (FIFO, LIFO, Weighted Average). Key information tracked on an Invoice includes the date the inventory parts were used, the quantities of inventory parts used, how the parts were used, and the price paid for each of the parts that were used.

  Invoices are automatically generated whenever inventory parts are used on a Service Order. Invoices can also be manually generated to reduce stock levels when items are depleted from inventory without using Service Orders.

- **Transfer Inventory Items** A dedicated interface for easily transferring materials between different warehouses. Barcodes and QR codes are supported using features of the device.

- **Inventory Audit Worksheets** generate spreadsheets to be printed, make changes, and import back into Elements XS to update quantities and other details.

Manage Purchase Orders, Low-stock levels, Transfers, and much more.



Implementation Approach

The Novotx Implementation team will work with the City to develop a plan to maximize City resources. The approach for the City may include appointing the following:

1. **Project Manager:** Communicate with the Novotx Project Manager and oversee the project as a whole.
2. **Elements XS Administrator**: An individual with a technical background, preferably with GIS experience, who will be responsible for making configuration adjustments post go-live and provide the first line of support for City staff.
3. **Subject Matter Experts (SME's)**: These individuals are people who are familiar with specific processes within the City. For example, a wastewater superintendent or manager may be defined as the SME for the Wastewater division. This individual is responsible for providing feedback to Novotx, defining and clarifying processes, and signing off on division-specific processes that may not be as familiar to the overall Project Manager. The City is expected to assign one SME per division. These SME's will report to the Project Manager.

The table below illustrates a realistic implementation schedule based on details outlined in the RFP. Client schedules, resources, and findings during the planning and system design phase of the project may affect dates.

Also note that during the planning and system design phase, schedules may be adjusted, and all tasks listed below may not necessarily take place in the order listed. For example, if one division is prepared to begin using the software prior to other divisions being prepared, that division may go live with the software while other divisions are still in a test environment. Until business process analysis and the planning phase has been completed these tasks and estimated timelines cannot be guaranteed.

Phase	Primary Objective	Rough Timeline
Phase 1 **Project Planning**	Develop project plan, system design plan, collect initial data from FTL, coordination with IT for server (if applicable).	1st Month
Phase 2 **System Design**	Develop system design plan, design third-party integrations (if any), data mappings, and system workflow processes.	1st – 2nd Month
Phase 3 **Configuration**	Configure application, begin training and testing	2nd-4th Month

Phase	Primary Objective	Rough Timeline
Phase 4 Go-Live Preparation	Continued training and testing, adjust workflow processes, define go-live date. Finish Data Migration (if contracted)	4^{th}-6^{th} Month
Phase 5 Go-Live & Acceptance	Final training sessions and process adjustments, go-live, system acceptance.	6^{th}-8^{th} Month (some divisions could be live sooner based on City staff response)

Note: Elements Connect site for permitting and citizen requests, if contracted, will run on a different timeline.

Phase 1 - Project Planning

Key Tasks, Responsibilities, and Risks:

1) **IT Conference (Online or Onsite if requested):** Meet with project manager and FTL IT staff to discuss licensing, potential system design and desired application deployment architecture.
   a) **FTL responsibilities:** Have knowledgeable IT staff present, prepared to discuss current architecture and any known IT changes that may affect the project in the future
2) **GIS Conference (Online):** Meet with project manager and FTL GIS staff to discuss current GIS structure and define any modifications that may be necessary for moving to the new platform.
   a) **FTL responsibilities:** Have knowledgeable GIS staff present, prepared to discuss current architecture and any known changes that may affect the project in the future.
3) **Division Review Meetings (Online)**: Meet with Project Manager and Subject Matter Experts (SME's) for each Division to clarify division goals, processes, and collect initial third-party data where applicable.
   a) **FTL responsibilities:** Have knowledgeable staff present, prepared to discuss current processes. Appoint an Elements XS Administrator for the FTL.

Phase 2 - System Design

Key Tasks, Responsibilities, and Risks:

1) **Workflow Configuration Meetings (Online):** Meet with Project Manager and SME's for each division to clarify and define details of workflow processes and application configuration requirements.
   a) **FTL responsibilities:** Spreadsheets and other data collection forms will be provided to the FTL. SME's will be required to complete configuration forms including:
      i) Organization charts & employee hierarchy
      ii) Work Order types and associated task requirements
      iii) Equipment lists and non-spatial asset information (if any)
      iv) Incoming request types and phone call categories
      v) Project details for capital improvements and related projects
      vi) Lists of contractors and vendors

vii) Asset inspections and related inspection details

2) **Introductory Workshops and Training (Online):** Online workshops will be held with each division to provide a basic introduction to the software and begin preparing users to move to the new platform. These workshops will take 1 day for each division, broken out into half day training sessions.
   a) **FTL Responsibilities:** Staff from all divisions will be required to attend trainings

Phase 3 - Configuration

Key Tasks, Responsibilities, and Risks:

1) **Configure Workflows and Application (Online):** Novotx will use information collected in the previous phases to configure the application and prepare for end users to begin testing the software.
   a) **FTL Responsibilities:** Be available to answer any questions that may come up during configuration. Any questions that arise are expected to be minor in nature and should be resolved via email - involvement by the FTL will be relatively small (outside of IT and GIS) during this task. The Project Manager and SME's should be available for configuration review meetings during this phase.
2) **Deploy Third-Party Integrations and Data Imports:** Novotx will deploy any integrations that have been built and do a preliminary data import of existing records that need to be migrated. A preliminary data migration will take place, users can then test and once the data has been verified by the FTL, at least one additional migration will take place prior to going live with the software.
   a) **FTL Responsibilities:** Test data imports, test integrations, and provide feedback for adjustments that may be necessary.
3) **Introductory Training and Testing (Online)**: Training will be provided to the Elements XS Administrator for reports generation and other application administrative tasks. Individual divisions will also receive introductory training, building upon the workshops from the prior phase. Users are expected to begin testing the system during this phase.
   a) **FTL Responsibilities:** Attend training sessions, test the application and provide feedback so necessary adjustments can be made.

Phase 4 - Go-Live Preparation

Key Tasks, Responsibilities, and Risks:

1) **Go-Live Training Preparation (Online)**: Training will be provided to all Elements XS users during this phase. Detailed training documentation, tailored specifically to the FTL's workflow processes, will be provided to the FTL together with final testing instructions. The FTL will be expected to allow users sufficient time to fully test the software in preparation for going live. Training sessions are expected to take 2-3 days for each division.
   a) **FTL Responsibilities:** Attend training sessions, test the application and provide feedback so final adjustments can be made in preparation for going live.

2) **Define Go Live Date:** The Project Manager will be required to meet with all SME's to define a go-live date for each division within the FTL. All SME's will be required to sign off on workflow process testing and application configuration.
   a) **FTL Responsibilities:** Thoroughly review all processes and solidify a go-live date for each division

Phase 5 - Go-Live & Acceptance

Key Tasks, Responsibilities, and Risks:

1) **Final Training Sessions (Online or Onsite if requested)**: Final Training will be provided to all Elements XS users during this phase. At this point users should be well-exposed to the application and should already have a knowledge of how to perform their processes in the software. These training sessions are designed to target any remaining items or adjustments that may need to be addressed prior to going live.
    a) **FTL Responsibilities:** Attend training sessions, provide feedback, adjust schedules to prepare for going live.

Training

General Training Approach

At the onset of the project Novotx will work with the City to begin organizing resources and developing a training plan specifically designed around the City's needs and resources.

This plan will be devised by examining the user matrix, City resources, and timelines. As part of the training a Standard Operating Procedures (SOP) Manual will be developed and delivered to the City. This manual will be used throughout training and after the Go-Live phase.

Training options include either a 'Train the Trainer' approach or direct end-user training. During the initial project meetings with the City, these options will be evaluated and the best option will be selected.

Core Training Program

Each user typically cycles through the following training program, although this may vary based on individual training requirements for the City:

1. Introductory training and workshops
2. Follow up training sessions
3. Mid-level training
4. Mid-level follow up training
5. Go-live preparation
6. Go live training

All training materials are modified to suit the specific processes of the City. Training materials include printable PDFs as well as online support communities and a full online help system built into Elements XS.

Training Schedule

The training schedule will be created once Novotx is aware of City resources and staff availability. Each staff member typically receives 20-30 hours of total software training prior to going live.

Follow Up Training

Novotx offers monthly online training courses on various topics. Each quarter, in-person training sessions are offered in Salt Lake City, UT or Orlando, FL for clients who wish to attend. These training sessions are paid sessions. An annual user conference is also held where additional in-person training is provided.

Additional training resources are available 24 hours a day online, included with the City's annual maintenance fees, in the Elements XS help and support center. This resource includes videos as well as step-by-step tutorials. Sample training material and a full training schedule are available upon request.

Support Approach

To respond as quickly as possible, we organize and prioritize support tickets into tiers. Based on the type of ticket you submit, the examples below should give you a good idea of what you can expect from our team.

Tier 1

Everything works, but configuration adjustments are needed.
Typical Response Time: 1-2 Days
These are issues that include things like adjusting filters, creating new filters, or adjusting basic workflows.

Tier 2

Software is functional, but individual processes are not working properly
Typical Response Time: 1 Day, Usually Same Day
For example, an auto-reassign workflow isn't triggering or a GIS-update workflow needs adjusting.

Tier 3

You can still use Elements but functionality is limited and workarounds are required.
Typical Response Time: 1-2 Hours
Examples of Tier 3 tickets include maps not loading, GIS layers that aren't functioning properly in Elements, or the inability to load a certain type of asset and do work against it.

Tier 4

It's Broken and you can't use it.
Typical Response Time: ASAP, Less than 1 Hour
When this happens it's all hands on deck as soon as possible from our team. These are scenarios where you can't login at all and the system is down.

Elements XS has been designed as an open platform with a standard Microsoft SQL database.

All data can be accessed openly using industry standard technologies. Having an open platform allows for integrations with other software to transfer data to and from Elements XS, which acts as a central hub. Our philosophy is to let other applications continue to do what they do best and integrate with them to enhance the overall Asset and Work Management experience.

| Elements XS uses the following integration methods:

- **Named API** Elements XS has developed a robust API (Application Programming Interface) to interact with other third-party systems.

- **Webhooks** A webhook (also known as a web callback or HTTP push API) is a way for Elements XS to interact with other applications in real-time. A webhook delivers data to other applications as it happens.

- **Workflow Processor** Elements XS includes a workflow processing engine that allows users to analyze data from any combination of third-party applications and/or datasets to trigger events within Elements XS based on criteria from external sources.

| Elements XS has integrated with the following types of third-party systems:

TYPE	EXAMPLE
ArcGIS	GIS
811	one-call / locates
Citizen Request Portal	Citizen Engagement
SCADA	Alerts and runtime hours
Fleet Management	Alerts and mileage
Utility Billing	Meter, location, and customer data
AMI / AMR	Meter data
Active Directory	User Authentication
CCTV	Pipe Inspections
Financial / Accounting	Costing data

Document Management	Manuals, Surveys, Pictures
AVL	GPS, Vehicle Information
Payroll / Personnel	Labor details
Barcode / QR Codes	Inventory
Imagery	Basemaps

Data Conversion Services

Novotx team of experts have many years of experience migrating data from other systems and formatting for Elements XS.

Migration Process

1. One of our Novotx data professionals will review your existing data
2. Data components will be mapped to Elements XS data structure
3. Data migration script will be written based on mapping previously completed
4. Migration will be executed into Elements XS staging where data can be reviewed within Elements XS
5. Any gaps or modifications needed after review will be noted and process will return to mapping step and data migration script coding
6. Migration will be rerun and then reviewed. Loop will continue until accepted
7. Final migration script will be run to move data into production Elements XS environment

Integrations

Existing Fort Lupton Systems

The following are listed in the RFP as systems the city is interested in integrating or replacing:

- Blue Beam
- SeeClickFix

Until we have reviewed the files and understand the scope of what FTL is looking to do, it would be beneficial to connect with city staff to define the desired method and deployment of the integration. For example, API might be the best approach for one system but a read of the SQL database would be a better approach for a different system.

Cloud Hosting

Novotx utilizes the very reliable Amazon Web Services (AWS) to host client environments of Elements XS. Details on infrastructure, describe costs, failover, data center location(s), reliability, disaster recovery can be found at aws.amazon.com.

Technical Details

— GENERAL APPLICATION ARCHITECTURE

Elements XS is built on the Microsoft .NET framework and utilizes a Microsoft SQL database. Websites are deployed via IIS and map services published via ArcGIS for Server and/or ArcGIS Online are consumed by Elements XS.

The application can be deployed on premises or in the cloud and accessed using any industry standard web browser on any device, no apps or client-side installations are required.

— SYSTEM REQUIREMENTS FOR ON PREMISES DEPLOYMENTS

| ELEMENTS XS SERVER REQUIREMENTS

- Windows Server 2012 or higher
- Internet Information Server (per Windows version) *
- Microsoft ASP .NET Components *
- Microsoft .NET Framework 4.7.2 or higher *
- Microsoft .NET Core 3.1 Desktop Runtime (v3.1.9 or higher) *
- Microsoft ASP.NET Core 3.1 Runtime (v3.1.0 or higher) *
- Microsoft SQL Server 2017 or higher
- 32GB RAM
- 100GB HD Space (varies with attachment storage)

* Validated and Installed during the Software Installation Process

| CLOUD HOSTING

- Cloud hosting services in AWS (Amazon Web Services) are available.

| CLIENT REQUIREMENTS

- Latest release of any industry standard web browser (Edge, Chrome, Safari, Firefox)
- Active internet connection (for mobile devices)

Fee Schedule/Cost

A detailed description of each product and service is provided below:

Description	Amount
Annual Subscriptions	
Elements XS Software	
Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation.	$15,000
Annual Maintenance & Support	
Unlimited technical support and application updates	included
Novotx Cloud Hosting	
Annual hosting services fee in AWS for Elements XS. Includes setup, maintenance, and support of Elements XS environment and up to 150gb of cloud storage for file attachments. (optional)	$5,500
Total Annual Subscription Costs	**$20,500**

One-Time Costs	
Novotx Elements XS Implementation and Training Services	
Configuration and Training of the Elements XS Asset and Work Management software based on: • Water • Sewer • Streets and Signs • Fleet Assets • Lead/Copper Service Line Inventory	**$68,000**
Total Potential Cost	**$88,500**

Payment Terms

Below are typical payment terms, actual terms can be adjusted to meet client and project requirements if selected.

- **Software:** First year due upon contracting, subsequent years due 12 months after first client login to system
- **Implementation (Elements XS for Asset Management):** 33% or $24,000 due upon contracting, 66% or remaining due upon completion of asset management implementation.

Additional Notes

- Implementation Service billable rate is $1500/day ($185/hr). Implementation Services include work such as: tasks outlined in RFP, project management, business requirements and gap work, GIS consulting, report generation, workflows, training, certified product testing, go-live support, and post go-live support.

Appendix: FTL Forms

CITY OF FORT LUPTON

CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contact with a subcontractor that knowingly employs or contracts with an illegal alien.

3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-(2) (b) (I).

4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City.

CERTIFIED and AGREED to this __25____ day of ____January________________, 2023.

VENDOR:

Justin Gough, President, Novotx LLC
(Full Legal Name)

BY: ____
Signature of Authorized Representative(s)

VENDOR(S) CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO THE CITY OF FORT LUPTON.

Novotx Forms

Upcoming Events

March 07, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 14, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 21, 2023	City Council Meeting, 130 S. McKinley Ave. 6:00 p.m.
March 28, 2023	Town Hall Meeting, 130 S. McKinley Ave. 6:00 p.m.
April 8, 2023	Easter Egg Hunt, 203 S. Harrison Ave. 9:00 a.m.