

INFORMATION PACKET

Friday, October 20, 2023



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C.A.S.P.E.R.

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

Working Draft of Council Meeting Agendas

October 24, 2023 Councilors Absent:					
Special Council Meeting Agenda Items At 4:30	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Community Readiness Grant Resolution				C

October 24, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
LGBTQ Advisory Board Update	Information Only	4:35	20 min
Liquor License Incentive and Responsible Sales Program & Crime Statistics	Direction Requested	4:55	40 min
Open Container Area Debrief	Direction Requested	5:35	20 min
Golf Rates	Direction Requested	5:55	20 min
Agenda Review		6:15	20 min
Legislative Review		6:35	20 min
Council Around the Table		6:55	20 min
Approximate Ending Time:			7:15

November 7, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Pre-Meeting: Community Engagement Follow-Up				
Pre-Meeting: FY25 Budget Calendar					
Approval of 10/17 Minutes					C
Approval of 10/17 Executive Session Minutes (2 sets)					C
Bright Spot: Epilepsy Foundation Proclamation					
Public Hearing: Bar & Grill License - America		N			
Public Hearing- Bar and Grill License - Rialto		N			
Public Hearing - Bar & Grill License Old Town		N			
PH - Ordinance Approving a Zone Change of 350 and 410 SE Wyoming Blvd, from PUD to C-2		N			
3rd Reading: DUI Ordinance Amendment			N		
3rd Reading: Camping Ordinance			N		
3rd Reading: Parking & Dwelling Restriction Ordinance			N		
Parks and Rec Master Plan				C	

November 14, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
CBC Design	Direction Requested	4:35	60 min
Leadership Selection and Removal Process	Direction Requested	5:35	60 min
Project Safe	Direction Requested	6:35	40 min
Code Enforcement Follow-up Part 1 (Assessment of Vehicle Towing Fees)	Direction Requested	7:15	40 min
Transit Bus Pass Program	Direction Requested	7:55	20 min
Agenda Review		8:15	20 min
Legislative Review		8:35	20 min
Council Around the Table		8:55	20 min
Approximate Ending Time:			9:15

November 21, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Approval of 11/7 Minutes				
Bright Spot: PD Certification					
2nd Reading: Ordinance Approving a Zone Change of 350 and 410 SE Wyoming Blvd, from PUD to C-2			N		
Leadership Selection & Removal Process				C	
Executive Session: Personnel					

November 28, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
	Recommendations = Information Only, Move Forward for Approval, Direction Requested		
Meeting Follow-up		4:30	5 min
Casper Housing Authority Update	Information Only	4:35	20 min
One Cent Process Debrief	Direction Requested	4:55	30 min
Center Street Underpass	Direction Requested	5:25	45 min
Ford Wyo Center Part 2	Direction Requested	6:10	30 min
Business Incentive Options	Information Only	6:40	30 min
Agenda Review		7:10	20 min
Legislative Review		7:30	20 min
Council Around the Table		7:50	20 min
Approximate Ending Time:			8:10

December 5, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Pre-Meeting: Judge's Quarterly Report				
Approval of 11/21 Minutes					C
2nd Reading - Utility Ordinance			N		
3rd Reading: Ordinance Approving a Zone Change of 350 and 410 SE Wyoming Blvd, from PUD to C-2			N		
Executive Session: Personnel					

December 12, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
	Recommendations = Information Only, Move Forward for Approval, Direction Requested		
Meeting Follow-up		4:30	5 min
Utility Rate Model Review	Direction Requested	4:35	60 min
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

December 19, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Approval of 12/5 Minutes				
3rd Reading - Utility Ordinance		N			

December 26, 2023 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
		4:35	
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Formation of Additional Advisory Committees			
Livability/Marketing Follow-up			
Special Event Permitting Process			
Funding for Sidewalk Repairs/Homeowner			
Naming City Garbage Trucks			
Judge's Quarterly Update	12/5/23 3/5/24	15 minutes	Rekurs Quarterly

Staff Items:

Fire Station 1			
Downtown Parking Kiosks			November
Code Enforcement Follow-up Part 2 (Time Frame for Addressing Violations)			
Code Enforcement Follow-up Part 3 (Assessment of Administrative Fees)			
Code Enforcement Follow-up (Abatement Responsibility for Sidewalk and Street Vegetation Obstructions)			
Code Enforcement Follow-up (Funding Source for Condemnations, Dangerous Buildings, and Demolitions)			
Dangerous Building Processes			April
Audit Presentation to Finance Committee	January 23, 2024		
Capital Budget Review	March 12, 2024		
Tentative Budget to Council	May 7, 2024		
Budget Review Sessions	5/20/24 & 5/22/24		
Summary Proposed Budget to Council	June 4, 2024		

Potential Topics-- Council Thumbs to be Added:

City Facility Retention & Subsidization			
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Future Regular Council Meeting Items:

Establish Public Hearing: FY25 Budget	6/4/2024		
Public Hearing: FY25 Budget Adoption	6/18/2024		
Urban Forestry Grant			
Utility Ordinance			

Retreat Items:

Economic Development and City Building Strategy			
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OCTOBER



2023



OCTOBER 2023



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 All Staff Training 6:00 pm- 8:30 pm	4 Chamber Conference 7:00 am- 12:00 pm	5	6	7 Diocese of Wyoming Banquet 5:30 pm-10:30pm
8 Meals on Wheels Autocross 7:00 am- 11:00 am	9 CNFR Committee Meeting	10	11	12	13 Rumors of Fleetwood Mac 6:00 pm- 10:00 pm	14 WHSAA State Marching Band 12:30 pm- 10:00 pm
15	16 Columbus Day	17	18 TIPS Training 6:00 pm- 8:30pm	19 Chamber Business to Business Expo	20	21 Dancing with the Stars of Casper 6:00 pm- 10:00 pm
22	23 CPD Testing 7:00 am-11:00 am	24	25	26 Casper College Mike Rowe After Hours 6:00 pm- 9:00 pm	27	28
29 Science Zone Trick or Treat Trail 2:00 pm- 7:00 pm	30	31	1	2 WHSAA State Volleyball	3 WHSAA State Volleyball	4 WHSAA State Volleyball

CASPER INVESTMENT ADVISORY COMMITTEE

MINUTES OF THE REGULAR MEETING OCTOBER 12, 2023

In Attendance: Brenda Janikowski, Bill Thompson, Paul McKean (on phone)

Staff Present: Jill Johnson Financial Services Director, Pete Meyers Management Analyst, Toni Allen Financial Services Technician

1. Ms. Johnson opened the meeting by informing everyone that she had viewed the October SLIB meeting looking for guidance and standards given to Cities on Amendment A. Ms. Johnson felt the meeting did not give her the guidance and information she was hoping for in defining how the state will specify the parameters for equity investments.
2. All in the committee agreed that for the time being, it was prudent to discuss philosophical ideas regarding the city's use of equity investments. Discussion on the max percentage of the portfolio which could be invested in equity positions ensued; based on advice from FIWM (First Interstate Wealth Management) and Ms. Johnson's recommendation of the amounts she would be comfortable with, it was agreed that 80% should be fixed income and up to 20% should be equity investments. The committee did agree that the 80/20 split is a less vulnerable split of assets in case there is a large drop in the values of the market.
3. Mr. Thompson brought to the discussion the possibility of looking into using a brokerage firm to manage the equity investments. FIWM does use a brokerage firm for ETF's and Mutual Funds and has negotiated a rate with a brokerage firm of 2 cents per share which they pass on to their clients. It was then agreed by all this alternative would be a good way to proceed as it is easier to look at performance of investments that have been consolidated into one account.
4. The committee then discussed setting a schedule for converting the portfolio to the 80/20 ratio and how often to look at rebalancing to the 20% target. Rebalancing is necessary as there will always be fluctuations in the percentage based on the returns being generated by the investments and value of the market. It was decided to basically work towards the goal of 20% in equities over time and once this threshold is met, the portfolio should be rebalanced to the 20% target on a quarterly basis.
5. The committee discussed the type of equity investments for the city and agreed that individual investments are not recommended due to the need to have an active manager; instead the committee recommended utilizing ETF's (exchange-traded fund) and Mutual Funds which are pooled investment securities.
6. The committee then discussed how the equity portion of the portfolio should be balanced between the types of equity investments available. The committee was referred to the state statute guidance for categories: Broad U.S. Equity, Small-Cap U.S. Equity and Broad International Equity. The committee and FIWM did note that over the last 20-30 years the Broad International Equities have not really performed very well when compared to U.S. Equities. Many of these broad U.S. Equities have made a name and reputation for themselves worldwide and many of the international equities have not. After discussions, all agreed that it would be prudent to try to keep the goal at a 70/20/10 ratio (respectively) as the goal is to increase the value of the city's portfolio without incurring a large amount of risk.

7. Ms. Johnson was asked by Mr. Willie (not present) to bring up the discussion of investing in CD's as there are some good rates of returns available. This discussion was tabled at our last meeting due to FDIC caps. Ms. Johnson had researched the possibility of investing in a \$250,000 CD at 4-6 local banks as a goodwill gesture towards the local banks. This was again tabled as it seemed like it would require a lot of extra work without a sizable return for the city's money.

Parks & Recreation Advisory Board

Minutes of Thursday, September 14, 2023

Meeting Called to Order: **Date:** September 14, 2023
Time: 4:31 pm
By: Amy Crawford
Location: Casper Service Center Conference Room

I. Board Members Present: Amy Crawford, Kris Galles, Jim DeGolia, Susan Redding, Randy Hein, Shelly Zimmerman, Ian Walker

Council Liaison: Lisa Engebretson
Staff Present: Zulima Lopez, Randy Norvelle
Guests: None

II. Approval of Minutes:

Minutes Date: May 11, 2022
Motion By: Kris Galles
Second: Jim DeGolia
Board: Approved by all

III. 2023-2024 Meeting Schedule

ACTION: Add the Ford Wyoming Center to December

IV. Board Member Terms, Contact Information, and Liaison Assignments

2 of the current member terms expire at the end of this year, December 31, 2023.

ACTION: Add term expiration to the November agenda.

Current liaison assignments:

- Aquatics & Special Programs – Ian Walker
- Ft Caspar – Susan Redding
- Hogadon – Randy Hein
- Golf Course – Olivia Cole
- Ice Arena – Shelly Zimmerman
- Recreation Center – Jason Magnuson
- Sports & Athletic Fields – Jim DeGolia
- Ford Wyoming Center – Kris Galles

V. Parks Master Plan/Repurposing

There are 7 entities - City of Casper, City of Mills, Town of Evansville, Town of Bar Nunn, Natrona County School District, Natrona County, and Visit Casper working together for a Parks Master Plan.

Have signed an MOU with all the entities.

Received a \$100K grant to fund half the study. Participants are splitting the other \$100K.

Interviews for the consultant were accomplished 2 weeks ago. Are currently negotiating a contract and hope to award it in October.

Looking to get a complete asset inventory and condition assessment throughout the area of: Casper Mountain on the south to Bar Nunn on the north, Rod & Gun Club on the west to Edness Kimball Wilkins State Park on the east.

Will have community engagement as well as stakeholder engagement. This board is listed as a stakeholder.

Hope to have the study finished in May 2024.

Use this study to guide future master planning for all the participating entities.

The Parks Repurposing initiative this group was working on has been rolled into this study.

Asking for preliminary information for capital budgeting in February 2024.

Casper has a unique opportunity to grow with recreation. We are the center of Wyoming. Collaboration with all the surrounding entities is the best idea for wise stewardship of money and resources to make Casper the go-to city in Wyoming for recreation and sports.

VI. User Groups

It was brought up that Mike Sedar Park is overused at the end of the summer and into the fall. With Junior Football, soccer, and a dog training outfit, it is overcrowded. Junior Football has a lease with the City to use Mike Sedar in the fall. All parks are on a first-come, first-served basis. If Junior Football wants to let other users use the park while they are there, they are welcome to. Parking is an issue and we are looking into options and it will definitely be noted in the Parks Master Plan. Junior football is growing exponentially, along with most sports throughout the city. This will be noted in the Parks Master Plan as well.

The RFP for the Speedway is out right now. Had interest from another group to take over the space. If there is no other interest in a city facility, we usually just renegotiate with the current user group.

Maintenance and capital requests from user groups for the last fiscal year (2023) were presented. We will be asking this board for input in prioritizing and tracking as the user groups present over the coming months.

1-cent 17 monies will be coming in over the next 4 years. We are told when the money is available to use. Several of our facilities/user groups received monies and will be distributed accordingly. The monies do roll over until the project is complete.

VII. Staff Changes

Phil Moya, Recreation Manager, is no longer with the city. Zulima is to cover until his replacement is in place.

Tom Brauer – New COO. Starts 9/25/23. Parks & Recreation will fall under him.

Ben Spiers – New Golf Pro. Brings a ton of experience and great ideas.

VIII. City Project Updates

2nd sheet of ice is in process. Interviewed 4 design firms this week. Will make a decision early next week. Design is being paid for by the user groups 100%. Hope to award the contract in October 2023.

Wyoming Sports Ranch is to be built near the Ford Wyoming Center. It is gaining traction. Already have approved 2 new hotels and there are 3 more hotels interested in building in the area. This will attract more and more tournaments from across the state.

Currently looking into bringing a permanent Pony Express exhibit to the Fort Caspar Museum. Council permitted a feasibility study to see if this would be good for the community and if we could expand the museum to accommodate the exhibit. The Museum Association will be paying for the feasibility study. They are also applying for 2 grants, the Cultural Trust Fund Grant and the Natrona County Joint Powers Board Grant. If we go ahead with the Pony Express exhibit we will collaborate with the Interpretive Center as they have a hands-on Pony Express exhibit.

IX. Grants

Awarded \$723,500 by the Save Our National Treasures fund for the Fort Caspar buildings. It is a 1:1 match and we already allocated 1-cent 17 monies for the match.

Awarded \$699,900 by the National Forest Service for the “Branch Across Casper” initiative. It is a 1:1 match and we will be using current employees and strategic partners for the match. This will provide funding for public and private land areas. We will be doing a complete tree assessment throughout the City. Includes serving the economically underserved private lands to take down the standing dead and plant new trees to increase the tree canopy.

Land and Water Conservation Fund Grant of \$570K for the Washington Park Revival – Expect to receive the notice to proceed in the next few weeks. Will be installing 8 new Pickleball courts, lighting at Washington Field, and a bathroom renovation to make it ADA-accessible.

2 pre-applications are in for 2 more Land and Water Conservation Fund Grants. 1 will be for the Washington Park Revival Phase II. The other is for the North Casper Athletic Complex for Tani Field lighting, bathrooms, concessions, and bleachers, backstop at Field of Dreams, and landscaping upgrades throughout.

The City is actively searching for other grant opportunities.

The next scheduled meeting will be **Thursday, October 12, 2023, at 4:30 p.m. at the 19th Hole Restaurant & via Microsoft Teams.**

Meeting Adjourned: The meeting was adjourned at 5:34 p.m.



**Central Wyoming Regional Water System
Joint Powers Board**

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063

**Board
Members:**

Chairman
Paul Bertoglio,
Vice-Chairman
Ken Waters,
Secretary
Steve Cathey,
Treasurer
Ashley Aars
Dave North
Ray Pacheco
Amber Pollock
Dan Sabrosky

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday October 17, 2023 11:30 a.m.

**Regional Water Treatment Plant
Joint Powers Board Conference Room
1500 SW Wyoming Boulevard**

1. Announcements
 - a) Introduction of New Board Members
 - b) Election of Chairman
2. Approve Minutes – September 19, 2023 Regular Meeting *
3. Approve Vouchers – October 2023 *
4. Approve Financial Report – September 2023 *
5. Operations Update
6. Public Comment
7. Old Business
 - a) Other
8. New Business
 - a) Consider Agreement with Crown Construction, LLC, in the Amount of \$180,900, with a Contingency Amount of \$19,100, for a Total Project Amount of \$200,000 for Construction of the Casper Water Treatment Plant 42-in Steel Waterline Replacement, Project No. 21-045 *
 - b) Consider Agreement with Cahoy Pump Service, Inc., in the Amount of \$14,720.00 for a Goulds Pump for Morad 2 Well *
 - c) Consider a Contract for Professional Services with Titan Plumbing LLC, in the amount of \$14,711.68 for the Ammonia Line Replacement Project *
 - d) Consider Agreement with Russell Industries, Inc., in the Amount of \$34,835.56 for the Purchase of One Four Stage Booster Pump for use at the Airport Booster Station *
 - e) Consider Purchase of Eight Hach Turbidimeters from Hach Company, in the Amount of \$24,124.70 *
 - f) Consider FY2024 Budget Amendment No. 1 *
 - g) Consider FY24 Budget Reallocation No. 2024-01 in the amount of \$90,000 *
 - h) Discuss Ownership of the North Park Water Storage Tank – Information Only
 - i) Other
9. Executive Session – Potential Litigation
10. Chairman's Report



Next Meeting: Regular JPB Meeting – November 21, 2023

****Indicates Attachment***

**CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD**

MEETING PROCEEDINGS

September 19, 2023

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, September 19, 2023, at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

Board Members Present - Vice-Chairman Bertoglio, Secretary Waters, and Board Members Knell, North, Pollock, and Sabrosky. Chairman King and Treasurer Cathey were absent.

City of Casper – Bertoglio, Knell, Pollock, Jill Johnson, Bruce Martin, Alex Sveda, Tom Edwards, Mark Anderson, Janette Brown

Natrona County – North

Salt Creek Joint Powers Board –

Wardwell Water & Sewer District – Sabrosky

Pioneer Water & Sewer District – Waters

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates –

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District – Ben Taucher

Central Wyoming Groundwater Guardian Team (CWGG) –

Others —

The Board meeting was called to order at 11:30 a.m.

1. In Announcements, Vice-Chairman Bertoglio stated that he is filling in for Chairman King today. Vice-Chairman Bertoglio also stated that he has Treasurer Cathey's proxy as he is unable to attend the meeting today.

2. Vice-Chairman Bertoglio asked for a motion to approve the minutes from the August 15, 2023, Regular meeting. A motion was made by Board Member North and seconded by Secretary Waters to approve the minutes from the August 15, 2023, Regular meeting. Motion put and carried.

3. Mr. Martin stated there were no additional vouchers added to the voucher listing that was sent out in the agenda packet and asked the Board to reference the voucher listing on the screen.

Mr. Martin stated that voucher 8606 for Hach Company in the amount of \$5,506.00 is for a turbidity immersion probe for Actiflo Train #1, which was a scheduled capital replacement for FY24.

Mr. Martin stated that voucher 8607 for the City of Casper in the amount of \$127,960.18 is the final payment on the City loan.

Mr. Martin stated that voucher 8609 for Skogen, Cometto & Associates, P.C. in the amount of \$157.50 is for them to provide audit information and data to the new RWS auditors.

Mr. Martin stated that voucher 8610 for Wyoming.com in the amount of \$60.00 is for the RWS website domain hosting.

Mr. Martin stated that vouchers 8613 and 8614 for Hydro Rocky Mountain, Inc. are for well pumps for Caspar #8 and Morad #3. Mr. Martin stated that these were budgeted capital purchases.

Mr. Martin stated that the vouchers are in good order and recommended approval of vouchers 8606 through 8614 in the amount of \$670,973.69.

Vice-Chairman Bertoglio asked for a motion to approve the September 2023 vouchers. A motion was made by Board Member Knell and seconded by Secretary Waters to approve the September 2023 voucher listing to include voucher numbers 8606 through 8614 in the amount of \$670,973.69. Motion put and carried.

Board Member Knell asked where Mr. Chapin is today. Vice-Chairman Bertoglio stated that Mr. Chapin is at a doctor appointment and could not make it to the meeting today.

4. Mr. Martin asked the Board to reference the Water Production chart on the screen. Mr. Martin stated that there were 566 MG of water produced in August, which is 63 MG below the five-year average of 630 MG.

Mr. Martin stated that the year-to-date water production was 1.15 BG, which is 148 MG below the five-year average of 1.30 BG.

Mr. Martin stated that Interest Earned is \$42,600 compared to \$267 last year. Mr. Martin stated that this will be discussed in more detail later in the meeting.

Mr. Martin stated that Water Rate Revenue year-to-date is \$2,655,633, which is \$438,771 below last year at the same time. Mr. Martin stated that the reduction in production is impacting revenues.

Mr. Martin stated that System Development Charges are \$83,745. Mr. Martin stated that this is higher than the last two years at the same time. Mr. Martin stated that these are the one-time charges that are paid for new connections to the system.

Mr. Martin stated that Reimbursable Contract Expense is \$658,714, which includes August expenses. Mr. Martin stated that this line item is where it was expected to be at this time of the Fiscal Year.

Vice-Chairman Bertoglio asked for a motion to approve the August 2023 Financial Report as presented. A motion was made by Secretary Waters and seconded by Board Member North to approve the August 2023 Financial Report as presented. Motion put and carried.

5. The time was turned over to Mr. Edwards to give the WTP Operations Update.

Mr. Edwards stated that production for September is averaging 16.8 MGD, with 7.2 MGD coming from the wellfields. Mr. Edwards stated that last year at this time production was averaging 16.7 MGD with 9.4 MGD coming from the wellfields.

Mr. Edwards stated that the new pumps for Caspar #8 and Morad #3 wells have been installed. Mr. Edwards stated that new VFD motors were installed for speed controls.

Mr. Edwards stated that the WWDC Wellfield Project pulled pumps and did camera inspections on Morad #2 and Morad #6. Mr. Edwards stated that they started pulling pumps to determine the best method for rehabilitation based on what they find. Mr. Edwards stated that it was determined at that time due to mechanical failure that the pump for Morad #2 is unable to be reinstalled. Mr. Edwards stated that quotes for a new pump are being requested. Mr. Edwards stated that the pump for Morad #6 was already on order due to an earlier mechanical failure, with an expected delivery date in mid-October.

Mr. Edwards stated that the WWDC project team was asked to be flexible with their schedule to allow time for ordering replacement well pumps for the pumps that are from the 1998 upgrade project. Mr. Edwards stated that these pumps will most likely be in similar condition to the Morad #2 pump.

Mr. Edwards stated that staff also asked the WWDC project team to look at the possibility of starting the rehab work earlier on the wells with the two pumps already pulled. Mr. Edwards stated that this plan is still being worked out.

Mr. Edwards stated that Maintenance staff has been working on Morad #3 well.

Mr. Edwards stated that Maintenance staff replaced the fuse panel on Casper #8 well, which was damaged during an electrical storm.

Mr. Edwards stated that Maintenance staff replaced sand pump #1 on Actiflo Train #1.

Mr. Edwards stated that Maintenance staff is replacing the operating stem nuts on the Raw Water gate actuators.

Mr. Edwards stated that Caisson #2 was flushed due to turbidity spikes.

Mr. Edwards stated that Surface Water High Service Pump #1 is being repaired due to mechanical issues. Mr. Edwards stated that it was determined that the pump needs new upper and lower bearings. Mr. Edwards stated that a special, low-profile hoist was purchased to aid in the repair, and the bearings are on order.

Mr. Edwards stated that the packing on Surface Water High Service #5, and sand pump #4 was replaced.

Mr. Edwards stated that Maintenance staff worked on monthly preventative maintenance workorders and turbidimeter calibrations, as well as the weekly and monthly water sampling.

Mr. Edwards stated that the contractor work that was done this past month was Sheet Metal Specialties and their subcontractors working on the Chiller Project. Mr. Edwards stated that new pumps were installed on the hot-water side, and they are getting ready to shut down the cold-water side and replace the cold-water pumps. Mr. Edwards stated that the cold-water valves will be replaced in the main building, they are just waiting on materials.

Mr. Edwards stated that HOA was out last week working on SCADA issues and programming the new VFDs in the wellfield. Mr. Edwards stated that they also installed the three new replacement SCADA computers in the Operations Room.

Mr. Edwards stated that quotes are being requested for the Ammonia Piping Replacement Project and the Sodium Hypochlorite Tank repairs.

Mr. Edwards stated that the Lead Operator resigned, and his last day was September 8th. Mr. Edwards stated that the job has been advertised and closes this Sunday.

Mr. Edwards stated that one of the Operators also submitted their notice that their last day will be September 29th. Mr. Edwards stated that the position opened today and will close in two weeks.

Board Member Knell asked if it was known why two people have resigned from the WTP. Mr. Martin stated that the Lead Operator relocated out of state with his family. Mr. Edwards stated that the Lead Operator has moved to Tennessee and the Operator took a position at the power plant.

The time was turned over to Mr. Anderson for the Transmission System Update.

Mr. Anderson stated that the weekly security checks and tank sampling continue to be

completed each week.

Mr. Anderson stated that the system chloramine residuals are lower than what they have been but are hanging in there. Mr. Anderson stated that the lower residuals are due to the lower volume of water used.

Mr. Anderson stated that staff finished servicing RWS hydrants for the year.

Mr. Anderson stated that with the wet weather this year, staff has had a hard time keeping up with the weed spraying and mowing.

Mr. Anderson stated that staff hauled off a couple of old pumps from the wellfield to the scrap iron.

Mr. Anderson stated that the loader was put in the drying bed of the Actiflo lagoons. Mr. Anderson stated that it seems pretty dry, so it is on the schedule to haul the sludge to the Landfill next week.

Mr. Anderson stated that staff has started a project to go through all the boosters to check the valves to see if they hold or not and come up with a list of replacement valves to put in the FY25 Capital budget.

6. There was no Public Comment.

7. There was no Old Business.

a. Mr. Martin stated that at the meeting last month, Ms. Johnson had provided some information on investment options and the Board had requested that Ms. Johnson bring additional information to the Board. Mr. Martin turned the time over to Ms. Johnson to review the investment options for the Board.

Ms. Johnson stated that she understands that it was quite a lively discussion at the last meeting and apologized for not being able to attend. Ms. Johnson stated that one thing that she left off the options list is that the Board has a WyoStar I account. Ms. Johnson stated that the WyoStar I account is very similar to the short-term investment pools.

Ms. Johnson stated that Wyoming Class and WGIF are both short-term investment pools. Ms. Johnson stated that the WyoStar I account will have short-term investments that are typically no longer than 270 days. Ms. Johnson stated that it pays a bit shorter on the interest rate at 4.1%.

Ms. Johnson stated that when the Board set up these accounts, about 35% was put in the WyoStar I account, and the rest put in the WyoStar II account. Ms. Johnson stated that the difference between the two accounts is that one is very short-term, which funds would be available if needed for construction projects. Ms. Johnson stated that the other is long-term investments and has more repercussion for pulling funds out early. Ms. Johnson stated that if the Board

chooses to pull funds out of this account, typically the Pool would need to sell bonds if they didn't have cash on hand or have investments maturing at that time, which would then cause a loss to the Pool. Ms. Johnson stated that this has happened a couple of times over the last year.

Ms. Johnson stated that she understands that when the list of investment options was presented to the Board there were questions. Ms. Johnson stated that she is happy to answer whatever questions the Board has on the options.

Mr. Martin stated that if he remembers correctly, there were some questions about how to move forward, what amount should stay in which accounts, should more be moved in, should the Board look at moving funds to Hilltop, what should the investment strategy be moving forward.

Board Member Knell stated that he thinks the Board was concerned about volatility and is looking for more clear-cut guidance on how to proceed.

Ms. Johnson stated that if the Board chose, they could move funds out of the WyoStar II account, again that is a long-term investment. Board Member Knell stated that the Board would get penalized for that. Ms. Johnson stated that the Board would not be penalized unless they liquidated their portfolio in that account. Ms. Johnson stated that the Board could just pull a little bit out, typically get the cash out and move it to where they want it to go.

Ms. Johnson stated that when you look at the market in general, the short-term investment pools will follow the interest rates. Ms. Johnson stated that they will go up and down. Ms. Johnson stated that last month she was at a conference and the economy was discussed and where economists think that is going. Ms. Johnson stated that at that point in time they thought that the interest rates were topped out and were going to come back down. Ms. Johnson stated that she thinks that we have a different view of that today, that they may go up a bit further before coming down.

Ms. Johnson stated that if the Board decides to move funds out of the WyoStar II account into one of the short-term investment pools, you will get a better return on the short-term, but on the long-term you will potentially be back to where it was when the funds were first deposited, which was almost 0% interest rate. Ms. Johnson stated that if the Board does that, the rates should dip in the next six to eight months, so it is a very short-term benefit.

Ms. Johnson stated that if the Board is looking at this as a long-term investment strategy, the WyoStar II account is the one that will be a bit more stable. Ms. Johnson stated that right now it's a bit volatile just because of some of the discussion that has been had in the public, and there have been some large withdrawals from that account, but it is expected that it will move forward with what they had in their investments.

Ms. Johnson stated that the Board is a small percentage of the WyoStar II pool, as

that pool has about \$110 Million in it. Ms. Johnson stated that the Board is just over 3% of the pool.

Ms. Johnson asked the Board to reference the comparison that she provided that is on the screen. Ms. Johnson stated that this comparison shows the differences in interest earnings between WyoStar II, WGIF, and Wyoming Class at the current monthly yield. Ms. Johnson reiterated that these interest rates change on these pools each month.

Ms. Johnson stated that as for a recommendation, it's going to be based on whatever the Board intends to use these funds for. Ms. Johnson stated that if the Board is looking for a long-term investment strategy, you may want to leave it there, or pull a little bit out to maximize on some additional interest income. Ms. Johnson stated that if the Board moves funds now, they will most likely move them again when the interest rates come down.

Board Member Knell stated that he is not a stock market day trader type, he is more of a long haul, especially when talking about the amount of money that will be going towards projects in the future. Board Member Knell stated that it doesn't make sense to him to move any of it, and then turn around and move it back. Board Member Knell stated that it is a gamble in his opinion.

Ms. Johnson stated that the WGIF is an investment pool, but they also offer CD's. Ms. Johnson stated that with CD's the rate is locked in, and the funds aren't used, so at the end you get your funds plus the interest. Ms. Johnson stated that CD's are very safe and FDIC insured. Ms. Johnson stated that the limit on the CD's is \$250,000, so if the Board is looking for something that they would like to move just a little bit of money out, the Board might consider something like a CD program. Ms. Johnson stated that CD's have to be managed, as when they mature, the funds would need to be cashed out or rolled forward. Ms. Johnson stated that CD's have a good return with a very safe investment.

Secretary Waters stated that when the interest rates fall, the CD rates stay the same. Board Member North stated that the CD interest rates are locked in until they mature.

Board Member Knell asked how the CD rate compares to the WyoStar II rate. Ms. Johnson stated that WyoStar II is fairly small at .1577%. Board Member Knell stated that it would be smart to move some funds into CD's as long as they don't have to be accessed soon.

Board Member North asked how much the Board has in WyoStar II right now. Ms. Johnson stated that that the Board has \$3.5 Million in WyoStar II right now.

Board Member Sabrosky asked if \$250,000 is the top limit for CD's. Ms. Johnson stated that it is, as that is the FDIC insured limit.

Ms. Johnson stated that there is an interest rate risk as well. Ms. Johnson stated

that the interest rate risk would be where you invest your money at 5.5% for six months, but in six months you may not be able to reinvest your money at that rate.

Board Member North stated that the CD rate is locked in for the term of the CD.

Board Member Knell stated that the advantage is there is very little risk, but the con is if the money is needed right away during that term, you can't get it.

Board Member North stated that you are only talking about \$250,000 versus \$3 Million. Board Member Knell stated that he thinks the Board should go with two CD's at \$250,000 each. Board Member North agreed.

Board Member Knell asked if this is something that Ms. Johnson would recommend. Ms. Johnson stated that she does for this group, as the structure would work well. Ms. Johnson stated that for the City of Casper it would not be as advantageous. Ms. Johnson stated that this would give the Board a better rate than the WyoStar II account right now.

Board Member Knell asked if this will still cover the Board statutorily to have a certain amount of Operating Capital on hand. Ms. Johnson stated that she believes the Board's WyoStar II account is Reserves. Board Member Knell asked if half a Million were used to buy CD's if it would still count as Operating Expenses. Ms. Johnson stated that the Operating Expense is in the Hilltop Bank account and the investments are typically used as Reserves, or money that is not required right away.

Vice-Chairman Bertoglio stated that there is a requirement on some of the loans that require \$1 Million in Reserves and marked as that.

Board Member Knell stated that even if the Board uses \$500,000 to purchase CD's, it will still leave over \$2 Million in the WyoStar II account.

A motion was made by Board Member Knell and seconded by Board Member North to move \$500,000 from the WyoStar II account into two separate 12-month CD's.

Ms. Johnson asked if the Board wants the CD's to mature at the same time, or different times. Board Member Knell stated that managerially it would be better to have them mature at the same time, then reassess next year.

Motion put and carried.

Board Member Knell asked who would be managing the CD's. Ms. Johnson stated that WGIF, Wyoming Government Investment Fund, would be managing them. Ms. Johnson stated that the Board used to have money in WGIF, but when it reached 0% interest, the funds were pulled and moved to WyoStar. Ms. Johnson stated that WGIF is a local investment pool that has been out there for quite some time. Ms. Johnson stated that a lot of school districts utilize this fund.

Board Member Sabrosky asked if WGIF is overseen by the Treasurer's Office. Ms. Johnson stated that it is not, she is not sure if it is private or quasi-governmental.

Board Member Knell asked if WGIF will let Ms. Johnson, Mr. Martin, or someone on the Board know when the CD's are maturing so the Board can make a decision on where that money will be going. Ms. Johnson stated that can be requested. Board Member Knell stated that there are some clauses that the CD's just roll over automatically.

- b. In Other Old Business, Vice-Chairman Bertoglio asked where Wardwell stands with dissolving. Vice-Chairman Bertoglio stated that he heard the vote to dissolve happened and asked how Wardwell is coming on agreements.

Board Member Sabrosky stated that the Wardwell Board no longer exists, it is now a Board of Trustees and is doing a deep dive on the water rights issue. Board Member Sabrosky stated that Wardwell has hired HDR to safely transfer the water rights without a loss, whether that is to Bar Nunn or Regional Water, whichever transfer ends with no loss in water rights.

Secretary Waters stated that there was a discussion last month on this and stated that since the amendment that was voted on, and the way it was structured, everything of Wardwell goes to the County, and then the County had to make an agreement for Bar Nunn to manage it. Secretary Waters stated that Board Member Sabrosky just verbalized that the water rights were going from Wardwell to Bar Nunn.

Board Member Sabrosky stated that he would have to go back and read the exact words of the agreement, but the attorneys were never reading that statute as assets transferred to the County and then to Bar Nunn. Board Member Sabrosky stated that was if they fully dissolved and no longer existed.

Secretary Waters stated that is what the resolution was that was put out for the people to vote on. Secretary Waters asked how they can go back on it. Board member Sabrosky stated that he is just taking his word for it, but he doesn't think that is how it was written. Board Member Sabrosky stated that he knows there was talk in the agreement of going to the County Commissioners, because by statute Wardwell had to inform them of their intentions. Board Member Sabrosky stated that originally, they thought the County Commissioners had to vote on it, but after further review of that statute they don't.

Secretary Waters stated that the copy of the resolution that was sent out, that's how it is written in it.

Board Member Knell asked if the water rights actually belong to Regional and Wardwell just manages them. Vice-Chairman Bertoglio stated that it is the other way around, the water rights belong to Wardwell and are managed by Regional Water.

Board Member Sabrosky stated that there are three different water rights. Board Member Sabrosky stated that the well water rights were fully given to Regional Water. Board Member Sabrosky stated that the other two water rights have a 60/40 split.

Vice-Chairman Bertoglio stated that he believes it is a good move to have the water rights expert look into them.

Board Member Sabrosky stated that they all agree that as long as none of the water rights are lost is the main thing.

Vice-Chairman Bertoglio stated that the agreement he is most worried about is keeping everything within the four corners of the Regional Water agreement. Vice-Chairman Bertoglio stated that someone needs to send to Regional Water a notice, but that is something that Mr. Chapin needs to be involved with.

Board Member Sabrosky stated that from what he was told, is that if the entity dissolved with no transfer, everything goes to the County, but if everything is being transferred to a different entity, you just have to inform the County, and all the assets are transferred to the different entity. Board Member Sabrosky stated that he would have to go read it again.

Secretary Waters stated that he was just reading from the resolution that was put out to the people of Wardwell, and that's what they voted on. Secretary Waters stated that he is a stickler about contracts and contract language especially if you put it out and that's what they voted on. Secretary Waters stated that if something different is done, then that vote is not worth the paper that it's written on. Board Member Sabrosky stated that if that is what it says, then he would agree with Secretary Waters, and they may be stuck going that route, but he will see.

8. In New Business:

- a. Mr. Martin stated that this project started out with just rehabbing Caisson #2. Mr. Martin stated that the project went out to bid just over a year ago and came in much higher than budgeted. Mr. Martin stated that the bids were rejected, and the Board went after additional funding. Mr. Martin stated that this is the project that the Board received \$1.5 Million in ARPA funding for. Mr. Martin stated that the project was expanded to include all three Caisson wells.

Mr. Martin stated that this project was put back out to bid, and Layne Christensen came in with the low bid of \$1,268,000. Mr. Martin stated that he apologizes for the memo, as the names of the two bidders should be flipped. Mr. Martin stated that two bids were received.

Mr. Martin stated that this project is for the rehabilitation of all three Caissons and will use ARPA Funding and matching funds from the RWS Capital Budget. Mr. Martin stated that the project is expected to be completed in November 2024. Mr. Martin stated that hopefully they will be able to get started sooner as Caisson #2

is not producing much water right now, so it would be good to have it rehabbed before the next water demand season.

Mr. Martin stated that Alex Sveda, City Engineer, is in attendance today to help answer any questions the Board might have on this project.

Vice-Chairman Bertoglio asked what the original bid came in as. Mr. Sveda stated that the original bid in April 2022 on the project was just under \$550,000 for just Caisson #2. Mr. Sveda stated that there was only \$370,000 or so budgeted for the project. Mr. Sveda stated that the new bid includes Caisson #1 and Caisson #3 as well. Vice-Chairman Bertoglio stated that that the costs are more inline with what was expected the first time. Mr. Sveda stated that costs are still up, but if you consider that in April 2022 Caisson #2 was \$550,000, this bid for Caisson #2 was \$472,000. Mr. Martin stated that doing all three of them at the same time is an economy of scale.

Board Member Pollock asked if the Board has worked with Layne Christensen before. Mr. Martin stated that there are only two companies that do this work, and the name is familiar. Mr. Sveda stated that there were only two companies that submitted bids and they are both from out of state.

Board Member Sabrosky asked what the start date is for the project. Mr. Martin stated that if the Board approves the contract today, it usually takes a month to get the paperwork in place. Mr. Sveda stated that it should start in late October, or early November. Mr. Martin stated that that it also depends on the contractor's schedule, as since there are only two companies that do this work, they are pretty booked up.

Board Member Sabrosky asked if this project is winter friendly type work. Mr. Martin stated that it will have to be scheduled around weather and wellfield use, but Caisson #2 is not producing well so they can have that well anytime they can fit it in. Board Member Sabrosky asked if the contract will be written up so they can get into better weather. Mr. Martin stated that they have until November 2024 to complete the project.

Secretary Waters asked if the contract is not contingent on them doing all the work when they showed up at one time, if they could do one well and then come back. Mr. Sveda stated that staff will work out a schedule with the Contractor to figure out what the best option is and go from there. Mr. Sveda stated that the Consultant is based out of Laramie, and we don't want them having to hop around to make sure and inspect the wells. Mr. Sveda stated that we want to make sure there is a consistent schedule of deadlines that the Consultant can see and inspect.

A motion was made by Board Member North and seconded by Secretary Waters to approve the agreement with Layne Christensen Company for the Caisson Wells Rehabilitation and Pump Discharge Piping Modifications, Project No. 21-040 in the amount of \$1,268,000 with a construction contingency amount of \$82,000, for a total project amount of \$1,350,000. Motion put and carried.

Board Member Knell left the meeting at 12:10 p.m.

- b. Mr. Martin stated that over the last several years the lighting has been updated to LED lights throughout the facility one area at a time. Mr. Martin stated that LED lighting is much more efficient and does not have the warm up time of the current lighting. Mr. Martin stated that LED lights provide an overall better lighting.

Mr. Martin stated that in the FY24 Capital Budget there is the Security Upgrades Capital Project, which is where the lighting upgrades have been coming from. Mr. Martin stated that proposals were requested, with Kenny Electric coming in with the low quote. Mr. Martin stated that staff recommends moving forward with the North Chem Lighting Project.

Board Member Sabrosky stated that the other two bids are pretty close and asked if Kenny Electric missed something on the bid. Board Member North stated that the other two companies are Union, so that could be the difference. Mr. Edwards stated that Kenny Electric is also competitive and wants to get their foot in the door. Board Member North asked if they are from Casper. Mr. Edwards stated that they are.

Board Member Sabrosky asked if Kenny Electric has done sizable industrial type projects. Mr. Edwards stated that they did the lighting upgrade over the Actiflo system.

Vice-Chairman Bertoglio asked if the Board is getting any rebates on the lighting upgrades from Rocky Mountain Power. Mr. Martin stated that we are not.

A motion was made by Board Member North and seconded by Board Member Pollock to approve the contract with Kenny Electric for the North Chemical Building Lighting Upgrades in the amount of \$18,395.00. Motion put and carried.

- c. Mr. Martin stated that there are six gravity filters with 43 valves sized 6 to 30-inch that are utilized in that system. Mr. Martin stated that the valves are in various states of failure and are critical to efficient operations of the filters to avoid contamination of the Clear Well. Mr. Martin stated that prioritization will be made for the replacement of these valves. Mr. Martin stated that the valves will be purchased and replaced in-house.

Mr. Martin stated that nine butterfly valves will be purchased now, and staff will come back later for authorization to purchase more valves.

Mr. Martin stated that quotes were requested for the nine butterfly valves with Ferguson Waterworks coming in with the low quote of \$31,845.00. Mr. Martin stated that this is a budgeted FY24 Capital Replacement.

Vice-Chairman Bertoglio asked if the valves have been inspected, and if nine is all that is needed. Mr. Martin stated that more valves will most likely be needed,

but they will be purchased a little at a time as they will be replaced in-house, and we want to make sure to get the replacement done.

Vice-Chairman Bertoglio stated that if all these valves get replaced and there is an emergency, are the valves readily available. Mr. Martin stated that it takes a while to get the valves. Mr. Martin stated that the valves have not completely failed, but staff wants to get ahead with replacements. Vice-Chairman Bertoglio asked if any of the valves can be rebuilt. Mr. Martin stated that they cannot be rebuilt.

Secretary Waters asked if the valves have a rubber lined seat on them. Mr. Martin stated that they have the resilient seat on them.

Mr. Martin stated that the signed contract has not been returned yet from Ferguson and asked that the contract be approved contingent on working out any contract language between Mr. Chapin and Ferguson instead of waiting until the meeting next month.

A motion was made by Board Member North to approve the Procurement of Goods Agreement with Ferguson Waterworks for nine butterfly valves in the amount of \$31,845.00 contingent on any contract language revisions approved by Mr. Chapin. Motion put and carried.

d. In Other New Business:

- i. Board Member Sabrosky asked if anyone has started looking at the yearly budget for electricity with the large, anticipated increase in electric rates. Board Member Sabrosky asked what the annual budget is for electricity at the WTP. Mr. Martin stated that it is around \$350,000. Board Member Sabrosky stated that amount could go up approximately \$100,000.

9. Vice-Chairman Bertoglio stated that with Mr. Chapin not in attendance today, there is no need for an Executive Session.

10. In the Chairman's Report, Vice-Chairman Bertoglio stated that he hopes for the best for Chairman King as he is battling health issues.

Vice-Chairman Bertoglio stated that the next Regular Meeting will be held on October 17, 2023, at 11:30 a.m.

A motion was made by Secretary Waters and seconded by Board Member North to adjourn the meeting at 12:17 p.m. Motion put and carried.

Chairman

Secretary

**Central Wyoming Regional Water System
Joint Powers Board**

**UNAPPROVED VOUCHER LISTING
October 17, 2023**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8615	Engineering Associates	Capital Expense – Caisson No. 2 Rehab Project No. 21-040 – FY23	\$2,948.36
8616	DXP Enterprises, Inc.	Capital Expense – FY23 Well Rehab – Replacement Morad Recharge Pump	\$62,288.00
8617	Ferguson Waterworks #1116	Capital Expense – Casper Well #8 Plumbing Parts for Well Rehab	\$14,975.33
8618	City of Casper	Operations Reimbursement – Sept23	\$558,759.74
8619	Engineering Associates	Capital Expense – Caisson No. 2 Rehab Project No. 21-040 – FY23	\$601.10
8620	Sheet Metal Specialties	Capital Expense – CWRWS HVAC Chiller Replacement Project No. 20-30 PP4	\$144,512.10
8621	Williams, Porter, Day & Neville, P.C.	Legal Expense – Sept23	\$805.00
8622	Ketel Thorstenson, LLP	FY2023 Audit Services	\$20,000.00
8623	HUB International	Property Insurance – Boiler & Machinery Premium 2023-2024	\$119,656.00
		Total	\$924,545.63

*Voucher 8623 has been added to the listing.

**Central Wyoming Regional Water System
Joint Powers Board**

**UNAPPROVED VOUCHER LISTING
October 13, 2023**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8615	Engineering Associates	Capital Expense – Caisson No. 2 Rehab Project No. 21-040 – FY23	\$2,948.36
8616	DXP Enterprises, Inc.	Capital Expense – FY23 Well Rehab – Replacement Well Pumps	\$62,288.00
8617	Ferguson Waterworks #1116	Capital Expense – Casper Well #8 Plumbing Parts for Well Rehab	\$14,975.33
8618	City of Casper	Operations Reimbursement – Sept23	\$558,759.74
8619	Engineering Associates	Capital Expense – Caisson No. 2 Rehab Project No. 21-040 – FY23	\$601.10
8620	Sheet Metal Specialties	Capital Expense – CWRWS HVAC Chiller Replacement Project No. 20-30 PP4	\$144,512.10
8621	Williams, Porter, Day & Neville, P.C.	Legal Expense – Sept23	\$805.00
8622	Ketel Thorstenson, LLP	FY2023 Audit Services	\$20,000.00
		Total	\$804,889.63



City of Casper
200 North David Street
Casper, WY 82601

8618

General Billing

For questions regarding this invoice, please contact us at (307) 235-8400, Option 2 or email FinanceCustomerService@CasperWY.Gov

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CENTRAL WYO. REGIONAL WATER SYS....	09/30/2023	4576	\$0.00	10/30/2023	\$558,759.74
PAST DUE AMOUNT				ACCOUNT BALANCE	
\$0.00				\$558,759.74	

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
REGIONAL WATER OPS REIMBURSEMENT	1.00	\$558759.740000	EACH	\$558,759.74	\$0.00	\$0.00	\$558,759.74
Invoice Total:						\$558,759.74	

September 2023 Operations Reimbursement

September 2023 Total Reimbursement Invoice		
9010.00	Wages & Salaries Dir Labor - O&M	\$90,717.11
9020.00	Chemical Charge - O&M	\$281,421.65
9030.00	Utilities - O&M	\$146,151.28
9040.00	Supplies - O&M	\$17,501.54
9060.00	Training - O&M	\$0.00
9070.00	Major Maint, Repair, Replc - O&M	\$19,839.21
9080.00	Testing & Lab Services - O&M	\$2,984.39
9090.00	Other Reimbursable Costs - O&M	\$144.56
300-6257 - Ops Reimb		\$558,759.74

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Casper
200 North David Street
Casper, WY 82601

General Billing

Remit Portion

Invoice Date	09/30/2023
Invoice Number	4576
Customer Number	2784
Amount Paid	\$558,759.74
Due Date	10/30/2023
Invoice Total Due	\$558,759.74

CENTRAL WYO. REGIONAL WATER SYS. JPB
1500 SW WYOMING BLVD.
CASPER, WY 82604

000001&2024800004576500558759742

City of Casper Wyoming
Expenditure Reimbursement Request
September 30, 2023

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ALSCO	Laundry/Towel	09/01/2023	LCAS1559303	41.41	Professional Laundry Services
AT & T CORP	Communication	09/01/2023	287311040412X082023	40.04	Acct #287311040412 - Tablet Srvc
AT & T CORP	Communication	09/01/2023	287311040412X092023	40.04	Acct#287311040412 - Srvc to Tablet
ATLAS OFFICE PRODUCT	General Supplies and Materials	09/05/2023	86012-0	37.15	Lumbar Support Piece for Office Supplies
ATLAS OFFICE PRODUCT	General Supplies and Materials	09/08/2023	86106-0	212.74	Trash Bags and Label Maker Cartridge
ATLAS OFFICE PRODUCT	General Supplies and Materials	09/11/2023	86146-0	36.40	Laminating Pouches - Office Supplies
ATLAS OFFICE PRODUCT	General Supplies and Materials	09/26/2023	86535-0	320.01	HDMI Cables, Paper Towels, Floor Finish
Black Hills Energy	Natural Gas	09/12/2023	18459646	199.50	BHE - Natural Gas
Bluesky Lubricants	General Supplies and Materials	09/26/2023	BL887	2,664.74	Food Grade Lubricant - Pump & Lubricant Supplies
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI365601	19,000.30	Ferric Chloride - Brenntag-Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI365986	19,896.70	Ferric Chloride - Brenntag -Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI366342	18,651.70	Ferric Chloride-Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI367487	19,730.70	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI368150	17,149.40	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI368151	19,423.60	Ferric Chloride -Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI370396	19,549.10	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI370899	19,449.50	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI371613	19,316.70	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI371965	19,632.10	Ferric Chloride - Sole Source
BRENNTAG PACIFIC, IN	Chemicals	09/01/2023	BPI371966	19,789.80	Ferric Chloride - Sole Source
CASPER STAR-TRIBUNE,	Advertising/Promotion	09/01/2023	88774	52.60	RWS Special Meeting Ad
CASPER STAR-TRIBUNE,	Advertising/Promotion	09/01/2023	88963	54.04	August 24, 2023 Meeting Ad
CASPER STAR-TRIBUNE,	Advertising/Promotion	09/01/2023	88883	52.60	Regularly Scheduled Meeting Ad
CENTURYLINK	Communication	09/01/2023	90399	22.29	Acct #P-307-111-9950 456M
CENTURYLINK	Communication	09/01/2023	92850	22.19	Acct #P-307-111-9950 456M
CITY OF CASPER	Refuse	09/01/2023	927026	89.00	Sewer & Refuse Charges - Split
CITY OF CASPER	Sewer	09/01/2023	927026	31.78	Sewer & Refuse Charges - Split
Codale Electric Supply	General Supplies and Materials	09/27/2023	S008233256.002	25.32	Bushings - Machinery Supplies
Computer Professionals Unlimited, Inc.	Technology Supplies	09/14/2023	INV124789	478.07	Degas Tower camera - Technology
Consolidated Electrical Distributors, Inc.	General Supplies and Materials	09/08/2023	0970-1096914	1,440.00	Caspar 8 Circuit Box - Well Supplies
CRUM ELECTRIC SUPPLY	General Supplies and Materials	09/21/2023	2495440-00	18.69	Wires in Pipe Gallery - Machinery Supplies
Dana Kepner Company, LLC	General Supplies and Materials	09/07/2023	2236829-00	1,086.88	PIONEER BOOSTER- BOOSTER SUPPLIES
DPC INDUSTRIES, INC.	Chemicals	09/01/2023	737003085-23	13,015.86	Sodium Hypochlorite - Sole Source
DPC INDUSTRIES, INC.	Chemicals	09/01/2023	737003283-23	13,130.60	Sodium Hypochlorite - Sole Source
DPC INDUSTRIES, INC.	Chemicals	09/01/2023	737003332-23	12,959.79	Sodium Hypochlorite - Sole Source
DPC INDUSTRIES, INC.	Chemicals	09/01/2023	737003452-23	13,086.54	Sodium Hypochlorite - Sole Source
DPC INDUSTRIES, INC.	Chemicals	09/01/2023	737003515-23	13,050.83	Sodium Hypochlorite - Sole Source
ENERGY LABRATORIES I	Testing	09/01/2023	577195	338.00	IOC, VOC & Nitrogen, Nitrate Testing
ENERGY LABRATORIES I	Testing	09/01/2023	578756	53.00	Bacteria, Public Water Supply
ENERGY LABRATORIES I	Testing	09/01/2023	578755	339.00	Aerobic Endosp; River, Caisson
ENERGY LABRATORIES I	Testing	09/01/2023	579268	339.00	Aerobic Endospores Tests - Testing
ENERGY LABRATORIES I	Testing	09/01/2023	581568	53.00	Solids, Total Suspended - Testing
ENERGY LABRATORIES I	Testing	09/01/2023	581566	75.00	UV Absorbance, Carbon, Total Organics
ENERGY LABRATORIES I	Testing	09/01/2023	581567	108.00	Alkalinity to pH & Carbon, Total Organics

City of Casper Wyoming
Expenditure Reimbursement Request
September 30, 2023

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ENERGY LABRATORIES I	Testing	09/01/2023	583122	339.00	Aerobic Endospores Tests
ENERGY MANAGEMENT CO	Professional Services	09/01/2023	139505	3,453.95	Replace Galt VFD Motor Starter
ENERGY MANAGEMENT CO	Professional Services	09/01/2023	139504	3,453.95	Replace Galt VFD Motor Starter
Eurofins Environmental Testing	Testing	09/26/2023	3800032822	200.00	Bromate Testing - Testing
FedEx	Postage	09/05/2023	940374740888	158.27	Overnight Shipping of Stem Nut & Riser Piece
FERGUSON ENTERPRISES	General Supplies and Materials	09/05/2023	CC221476	69.11	Pipe for Caspar 8 & Morad 3 Pipe Stands
FERGUSON ENTERPRISES	General Supplies and Materials	09/01/2023	1445229	3,990.22	DEX BFV FLGXFLG/FLG Set - Well Supplies -Morad 6
FERGUSON ENTERPRISES	General Supplies and Materials	09/01/2023	1458199-1	52.70	Band clamp, & Gaskets - Well Supplies
GRAINGER, INC.	General Supplies and Materials	09/14/2023	9835129124	1,342.24	Adjustable Lifting Beam - Small Tools
Greiner Ford	General Supplies and Materials	09/05/2023	600849	1,242.90	Diagnose & Repair to Mechanics Truck
Greiner Ford	General Supplies and Materials	09/05/2023	601089	361.99	Diagnose & Repair Ford Explorer
HACH CO., CORP.	Lab Supplies	09/01/2023	13729249	144.00	Stablcal STD, 8000 NTU 500ML - Lab Supplies
HACH CO., CORP.	Lab Supplies	09/01/2023	13730330	629.55	Reagents, Standards, Solutions
HACH CO., CORP.	Lab Supplies	09/21/2023	5apjw5m	1,061.59	Charge for an Incorrect Invoice
HACH CO., CORP.	Lab Supplies	09/22/2023	hx70hvgv	(1,061.59)	Credit for Incorrect Invoice
HACH CO., CORP.	Lab Supplies	09/01/2023	13751062	354.56	OzAccuvac/Buffer Soltn/Reagent
Harbor Freight	General Supplies and Materials	09/05/2023	02460674	139.99	Parts Washer - Small Tools & Supplies
Harbor Freight	General Supplies and Materials	09/21/2023	00031402463252091923	199.99	Welding Hood - Safety Equipment
HARDWARE PARTNERS LL	General Supplies and Materials	09/13/2023	B80469/1	15.73	Morad 3 Nipple & Adapter - Wells
HARDWARE PARTNERS LL	General Supplies and Materials	09/15/2023	B81071-1	71.72	Fasteners, Inlet, & Elbow for Caisson 3 & Casper 6
HOMAX OIL SALES, INC	General Supplies and Materials	09/01/2023	0643342-IN	122.25	PetroleumSolvent Parts Washer
HOMAX OIL SALES, INC	Gas/Fuel	09/01/2023	CL22599	470.82	Fuel for Explorer & Pick Ups
Home Depot	General Supplies and Materials	09/26/2023	60010005196761	952.85	Tools for N. Chem Building
Home Depot	General Supplies and Materials	09/26/2023	7160024	(54.97)	Returned an Unneeded Tool
Hose & Rubber	General Supplies and Materials	09/20/2023	01838527	252.38	Caisson #2 - Hoses for Well Flushing
HYDRO OPTIMIZATION &	Professional Services	09/01/2023	11412	2,349.00	Software & Process SCADA Computer
HYDRO OPTIMIZATION &	Professional Services	09/01/2023	11414	1,668.24	SE 4-Analog Out - VFD Work
HYDRO OPTIMIZATION &	Professional Services	09/01/2023	11398	3,645.00	Field Labor/Remote Srvce./Tech
LONESTAR ACTUATION I	Main/Repair (non-Contract)	09/01/2023	207382	2,205.00	Stem Nuts, BRG Set & Freight
LONESTAR ACTUATION I	Main/Repair (non-Contract)	09/01/2023	207402	2,040.00	Stem Nuts & Thrust BRG Set
LONG BUILDING TECHNO	Main/Repair (non-Contract)	09/01/2023	SRVCE0142220	546.00	Cold System Repair -Maint./Repairs
Merback Award Company	General Supplies and Materials	09/21/2023	746	166.65	Appreciation Plaque for RWS Chairman
NORCO, INC.	General Supplies and Materials	09/21/2023	39904390863	194.00	Copper Vice Jaws - Small Tools
NORCO, INC.	General Supplies and Materials	09/26/2023	39934141718	21.42	Welding Gloves - Safety Equipment
Northwest Contractors Supply, Inc.	General Supplies and Materials	09/26/2023	1582423	949.39	Wrenches, Screwdrivers, Socket
Payroll	Personnel	9/14/2023		48,837.42	9/14/2023 Payroll
Payroll	Personnel	9/28/2023		41,879.69	9/28/2023 Payroll
Pizza Hut	General Supplies and Materials	09/22/2023	RIN0031797	71.76	Incorrect Charge for JPB Lunch
Pizza Hut	General Supplies and Materials	09/22/2023	RIN0031798	(71.76)	Credit for Incorrect Charge
Pizza Hut	General Supplies and Materials	09/22/2023	PHE800	76.76	JPB Lunch - Office Supplies
Rocky Mountain Air	Chemicals	09/01/2023	30469936	4,588.43	Bulk Oxygen - Chemicals
Rocky Mountain Air	Maintenance Agreements	09/01/2023	30470765	144.56	Equipment Rental - Maint. Agreements
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031741	43,645.63	Acct #60931133-009 4 - Split -
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031752	662.63	Acct #60931133-002 9 - Electricity

City of Casper Wyoming
Expenditure Reimbursement Request
September 30, 2023

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031754	452.12	Acct #60931133-005 2 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031755	3,622.94	Acct #60931133-010 2 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031756	1,454.11	Acct #60931133-011 0 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031757	1,069.36	Acct #60931133-012 8 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031758	644.52	Acct #60931133-013 6 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031762	586.21	Acct #60931133-017 7 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031763	4,479.09	Acct #60931133-018 5 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031790	76,020.07	Acct #60931133-009 4 - Split A
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031788	40.03	Acct #60931133-006 0 - Electricity
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031741	1,741.55	Acct #60931133-009 4 - Split -
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031751	25.92	Acct #60931133-001 1 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031753	2,509.24	Acct #60931133-003 7 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031759	26.29	Acct #60931133-014 4 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031760	42.23	Acct #60931133-015 1 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031761	1,716.12	Acct #60931133-016 9 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031764	24.51	Acct #60931133-019 3 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031765	24.63	Acct #60931133-021 9 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031766	25.14	Acct #60931133-024 3 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031767	2,267.08	Acct #60931133-025 0 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031768	34.40	Acct #60931133-026 8 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031790	2,733.08	Acct #60931133-009 4 - Split A
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031789	1,755.97	Acct #60931133-008 6 - Booster
ROCKY MOUNTAIN POWER	Electricity	09/01/2023	RIN0031791	26.14	Acct #60931133-022 7 - Booster
Smith's	General Supplies and Materials	09/12/2023	706-202-90-185-5-95	26.99	Cake - Office Supplies
Staples	General Supplies and Materials	09/05/2023	ST27780	199.99	New Office Chair for Admin
TOWN OF BAR NUNN	General Supplies and Materials	09/01/2023	RIN0031776	113.23	Wardwell Water Charge - Booster Supplies
Verizon	Communication	09/20/2023	9943406471	77.43	WTP Operator Cell Phone
Walmart	General Supplies and Materials	09/07/2023	69404200488922576235	26.93	Pop for JPB Meeting & New Trash Can for Janitor Closet
Walmart	General Supplies and Materials	09/14/2023	1840217443929579295	8.98	Micro SD Card for HOA & SCADA
Walmart	General Supplies and Materials	09/14/2023	3621033216709912099	7.47	Salt & Pepper & Ketchup - Office Supplies
Walmart	General Supplies and Materials	09/14/2023	24777743772183091860	24.19	Extension Cord & SD Card - Office Supplies
Walmart	General Supplies and Materials	09/20/2023	55669643983071296772	53.29	JPB Lunch Sides, Ziplocks for sampling
Walmart	Lab Supplies	09/28/2023	30355163511292457954	12.28	Cotton Swabs & Lighters - Lab Supplies
XEROX CORPORATION	General Supplies and Materials	09/01/2023	019625445	201.48	Copier Usage - Office Supplies
Total				<u>\$558,759.74</u>	

Central Wyoming Regional Water System

Gallons Produced
Water Rates Billed

Fiscal Year 2023-2024

Entity	Gallons of Water Produced				Water Rates Billed			
	9/30/2023	8/31/2023	7/31/2023	Year-to-Date	9/30/2023	8/31/2023	7/31/2023	Year-to-Date
Salt Creek JPB	3,093,014.286	4,769,325.510	4,455,907.143	9,225,232.653	\$ 7,175.79	\$ 11,064.84	\$ 10,337.70	\$ 21,402.54
Wardwell W&S	24,246,181.633	30,151,596.939	33,724,151.020	63,875,747.959	\$ 56,251.14	\$ 69,951.70	\$ 78,240.03	\$ 148,191.74
Pioneer	5,703,038.776	6,568,500.000	8,367,572.449	14,936,072.449	\$ 13,231.05	\$ 15,238.92	\$ 19,412.77	\$ 34,651.69
Poison Spider	1,783,928.571	1,971,479.592	1,424,438.776	3,395,918.367	\$ 4,138.71	\$ 4,573.83	\$ 3,304.70	\$ 7,878.53
33 Mile Road	1,005,153.061	1,154,030.612	1,222,653.061	2,376,683.673	\$ 2,331.96	\$ 2,677.35	\$ 2,836.56	\$ 5,513.91
Sandy Lake	1,305,243.878	1,548,458.163	1,676,850.000	3,225,308.163	\$ 3,028.17	\$ 3,592.42	\$ 3,890.29	\$ 7,482.71
Lakeview	589,795.918	740,300.000	661,617.347	1,401,917.347	\$ 1,368.33	\$ 1,717.50	\$ 1,534.95	\$ 3,252.45
Mile-Hi	382,201.020	600,498.980	612,230.612	1,212,729.592	\$ 886.71	\$ 1,393.16	\$ 1,420.38	\$ 2,813.53
City of Casper	417,046,103.857	516,289,945.204	530,850,210.592	1,047,140,155.796	\$ 967,546.96	\$ 1,197,792.67	\$ 1,231,572.49	\$ 2,429,365.16
Regional Water	(54,224.000)	(827,750.000)	(1,292,613.000)	(2,120,363.000)	\$ (125.80)	\$ (1,920.38)	\$ (2,998.86)	\$ (4,919.24)
TOTAL	455,100,437.000	562,966,385.000	581,703,018.000	1,144,669,403.000	\$1,055,833.01	\$1,306,082.01	\$1,349,551.00	\$2,655,633.02

TOTAL PRIOR YEAR (FY2023) GALLONS PRODUCED:

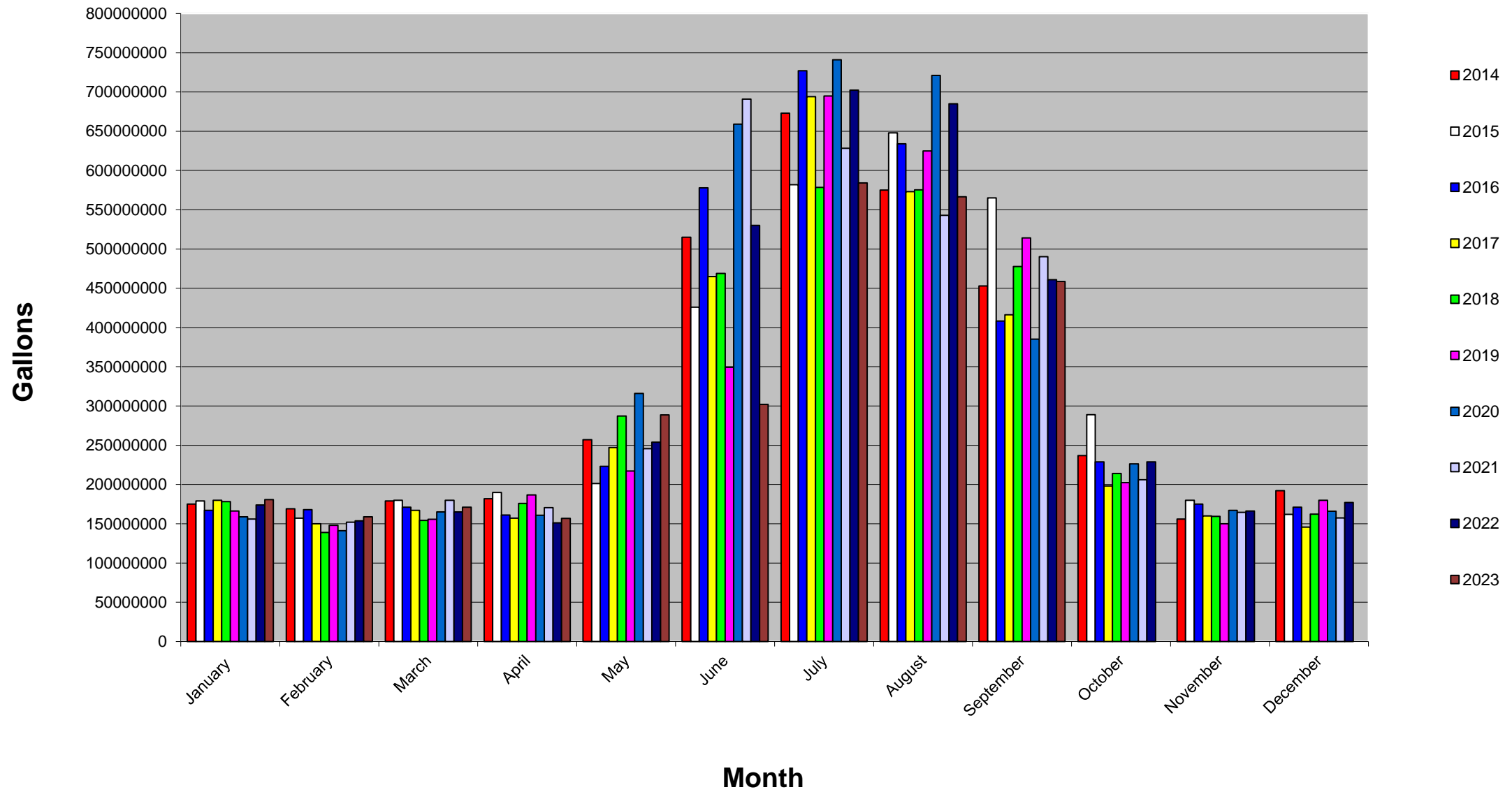
3,663,643,482.000

TOTAL PRIOR YEAR (FY2023) BILLING:

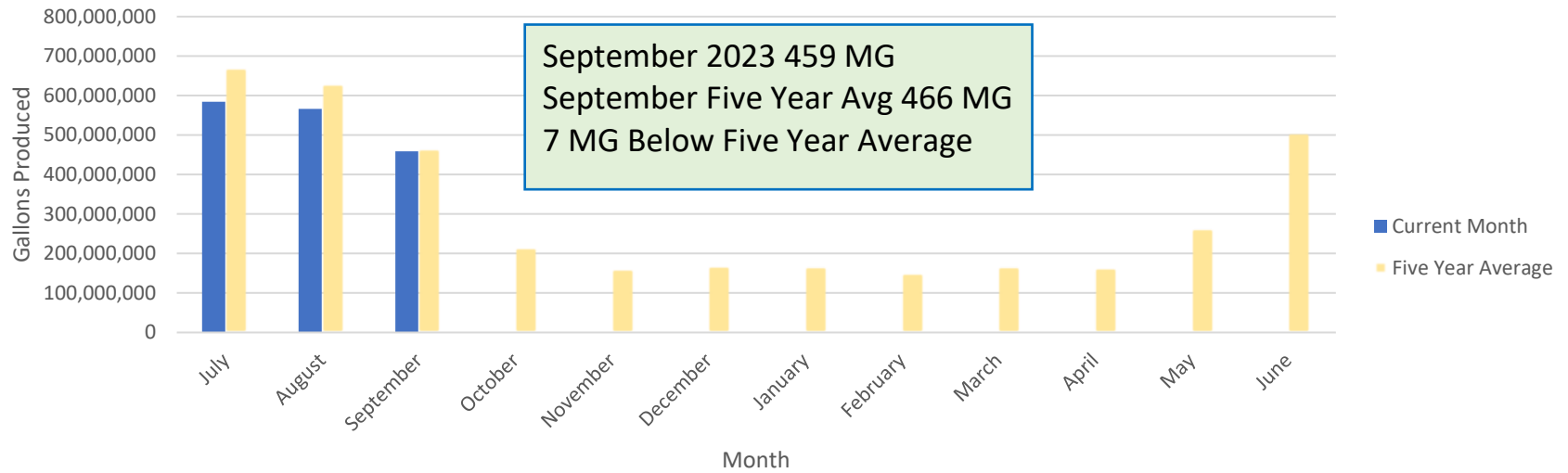
\$ 8,206,561.40

*Total water produced does not equate to total water billed due to credit given.

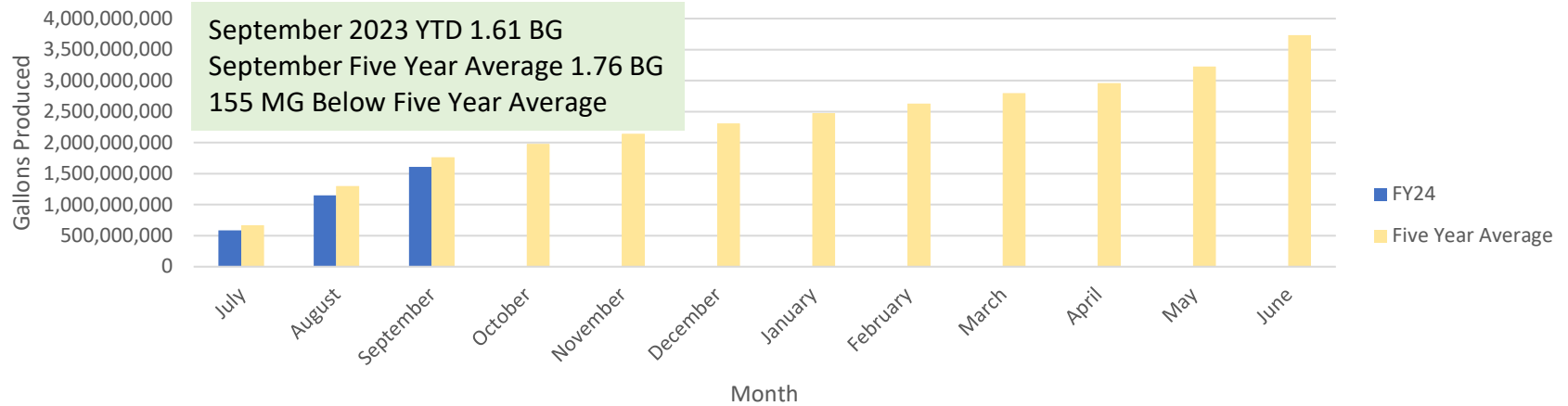
WTP PRODUCTION

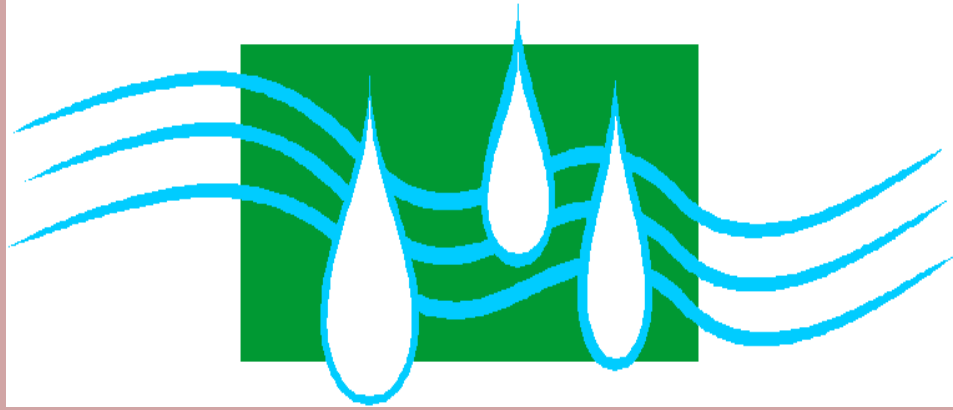


FY24 Monthly Water Production



FY24 YTD Water Production





Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation

September 30, 2023

Prepared by:
City of Casper
Finance Department

CENTRAL WYOMING REGIONAL WATER SYSTEM

Balance Sheet Report for 2024 Period 3 (as of September 30, 2023)

Account Number	Description	Account Balance
Consolidated Funds		
Assets		Total Assets 53,608,222
1000	Cash	4,003,314
	Restricted Cash	1,000,000
1015	Cash (Retainage Outside Bank)	-
1200	Accounts Receivable	1,132,777
1400	Inventory	768,405
1521	WYO Star Investment - Allocation	2,086,631
1522	WYO Star 2 Investment - Allocation	3,520,074
1600	Prepaid Expense	29,948
1710	Land	580,874
1720	Buildings	47,483,360
1725	Accumulated Depreciation - Bld	(38,515,216)
1730	Improvements Other Than Bldgs	44,542,819
1735	AD Improve. Non Bldg	(13,722,274)
1740	Machinery & Equip - Light	1,546,878
1745	AD Machinery & Equip. - Light	(1,061,077)
1780	Construction In Progress	211,710
Liabilities		Total Liabilities (8,990,971)
2010	Vouchers/Account Payable	(558,760)
2020	Retainage Payable	4,464
2030	Accrued Wages Payable	(40,103)
2040	Leaves Payable	(44,601)
2070	Interest Payable	(100,562)
2080	Notes Payable - Current	(1,067,189)
2510	Notes/Loans Payable - Non Cur	(7,184,219)
Fund		Total Fund Balance (44,617,251)
3000	Net Investment in Capital Assets	(32,815,664)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(10,801,586)
		Total Liabilities + Fund Balance (53,608,222)

CENTRAL WYOMING REGIONAL WATER SYSTEM

Comparative Income Statement

Three Month YTD as of September 30, 2023

	2022	2023	2024
Revenue	\$3,595,681	\$4,187,176	\$3,884,667
4501 - Interest Earned	\$447	\$16,799	\$68,054
4505 - Misc. Revenue	(\$3)	\$0	\$840
4601 - Water Utility Charges	\$3,502,273	\$4,122,151	\$3,711,466
4650 - System Development Charges	\$92,964	\$48,226	\$104,307
Expense	\$1,346,724	\$1,208,364	\$1,669,438
6212 - Legal Services	\$3,673	\$2,070	\$2,810
6213 - Investment Services	\$79	\$31	\$15
6214 - Consulting Services	\$249	\$4,763	\$80
6215 - Acctg/Audit Services	\$211	\$3,500	\$158
6255 - Other Contractual	\$0	\$0	\$0
6257 - Reimbursable Contract Exp.	\$363,161	\$699,675	\$1,217,474
6303 - Buildings	\$9,906	\$18,000	\$0
6305 - Improvements Other Than Bldgs	\$388,769	\$88,261	\$51,332
6307 - Intangibles	\$0	\$0	\$0
6311 - Light Equipment	\$1,253	\$0	\$5,506
6312 - Light Equipment - Replacement	\$0	\$0	\$0
6321 - Technology - Replacement	\$0	\$0	\$0
6501 - Principal	\$496,099	\$378,136	\$389,496
6510 - Interest	\$59,544	\$13,928	\$2,567
6780 - Insurance/Bonds	\$23,780	\$0	\$0
Net Income:	\$2,248,957	\$2,978,812	\$2,215,229



BUDGET COMPARISON
As of September 30, 2023
25% OF YEAR EXPIRED

CWRWS FUND
(FUND 300)

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL</u>	<u>TRANSFERS/</u>	<u>REVISED</u>	<u>YTD ACTUAL</u>		<u>YET TO BE</u>	
		<u>BUDGET</u>	<u>ADJUSTMENTS</u>	<u>BUDGET</u>			<u>COLLECTED</u>	<u>% REC'D</u>
4501	Interest Earned	(200,000)	-	(200,000)	(68,054)	-	(131,946)	34.03%
4505	Misc. Revenue	(100)	-	(100)	(840)	-	740	840.00%
4601	Water Utility Charges	(8,685,831)	-	(8,685,831)	(3,711,466)	-	(4,974,365)	42.73%
4650	System Development Charges	(245,000)	-	(245,000)	(104,307)	-	(140,693)	42.57%
	TOTAL REVENUES	(9,130,931)	-	(9,130,931)	(3,884,667)	-	(5,246,264)	42.54%
		<u>ORIGINAL</u>	<u>TRANSFERS/</u>	<u>REVISED</u>	<u>YTD ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAILABLE</u>	
		<u>BUDGET</u>	<u>ADJUSTMENTS</u>	<u>BUDGET</u>			<u>BUDGET</u>	<u>% USED</u>
6212	Legal Services	30,000	-	30,000	2,809.75	-	27,190	9.37%
6213	Investment Services	1,500	-	1,500	15.00	-	1,485	1.00%
6214	Consulting Services	15,000	-	15,000	80.00	-	14,920	0.53%
6215	Acctg/Audit Services	34,000	-	34,000	157.50	32,000	33,843	0.46%
6255	Other Contractual	3,000	-	3,000	0.00	-	3,000	0.00%
6257	Reimbursable Contract Exp.	4,344,283	-	4,344,283	1,217,474.29	-	3,126,809	28.02%
6303	Buildings - New	0	-	-	0.00	-	-	0.00%
6305	Improvements Other Than Bldgs	3,185,000	-	3,185,000	51,331.74	-	3,133,668	1.61%
6307	Intangibles - New	0	-	-	0.00	-	-	100.00%
6311	Light Equipment - New	255,000	-	255,000	5,506.00	14,859	234,635	100.00%
6312	Light Equipment - Replacement	0	-	-	0.00	-	-	100.00%
6501	Principal	1,276,124	-	1,276,124	389,496.42	-	886,628	30.52%
6510	Interest	249,451	-	249,451	2,567.39	-	246,884	1.03%
6720	Travel/Training	2,000	-	2,000	0.00	-	2,000	0.00%
6780	Insurance/Bonds	119,000	-	119,000	0.00	-	119,000	0.00%
	TOTAL EXPENDITURES	\$ 9,514,358	\$ -	\$ 9,514,358	1,669,438	\$ 46,859	\$ 7,830,060	18.04%
TOTAL REVENUE OVER/(UNDER) EXPENSE		\$ (383,427)	\$ -	\$ (383,427)	2,215,229	\$ (46,859)	\$ (2,583,796)	

October 4, 2023

MEMO TO: Paul C. Bertoglio, Vice-Chairman
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer 
Bruce Martin, Casper Public Utilities Manager
Alex Sveda, P.E., City Engineer 
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$180,900.00 for the Casper Water Treatment Plant 42" Steel Waterline Replacement, Project No. 21-045.

Meeting Type & Date
Regular Board Meeting
October 17, 2023

Action type
Contract Award Authorization

Recommendation

That the Central Wyoming Regional Water System (CWRWS) Joint Powers Board authorize an agreement with Crown Construction, LLC, for construction of the Casper Water Treatment Plant 42" Steel Waterline Replacement, Project No. 21-045, for the base bid amount of \$180,900.00. Furthermore, it is recommended that the Joint Powers Board authorize a construction contingency account, in the amount of \$19,100.00, for a total project amount of \$200,000.00.

Summary

On October 4, 2023, two (2) bids were received for construction of the Casper Water Treatment Plant 42" Steel Waterline Replacement Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Crown Construction	Mills, Wyoming	\$ 180,900.00
71 Construction	Casper, Wyoming	\$ 345,000.00

The City of Casper Engineering Office cost estimate for the project was \$175,000.00.

The Central Wyoming Regional Water System serves over 60,000 customers through its groundwater and surface water sources at the Water Treatment Facility. A critical section of yard piping runs from the de-gassing tower to the storage tanks, and includes a chemical injection vault along the way. Inside the chemical injection vault, this 42" steel water pipe has become corroded after decades of service and needs to be replaced.

Plans for the project include replacement of approximately 20 feet of 42" diameter carbon steel

water pipe; reconstruction of the concrete chemical injection vault to comply with current safety and service standards; and replacement of the chemical injection piping and valves inside the vault. Construction of the improvements is to be substantially complete by April 19, 2024.

Funding Considerations

Funding for the project will be from Regional Water System Capital Budget.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Central Wyoming Regional Water System Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, WY 82604, hereinafter referred to as the "Owner," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the Owner desires to replace a section of corroded waterline at the Water Treatment Plant; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Central Wyoming Regional Water System, Water Treatment Plant 42-Inch Steel Waterline Replacement, Project No. 21-045.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Central Wyoming Regional Water System, Water Treatment Plant 42-Inch Steel Waterline Replacement, Project No. 21-045.

ARTICLE 2. ENGINEER.

The Project has been designed by City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 19, 2024, and completed and ready for final payment in accordance with Article 14 of the General Conditions by May 3, 2024.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time

specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed Total Contract Price of One Hundred Eighty-Thousand Nine Hundred and 00/100 Dollars (\$180,900.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the monthly meeting of the Central Wyoming Regional Water System Joint Powers Board. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Progress payments will be made in an amount equal to ninety-five percent (95%) of the Work completed, and ninety-five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with provisions of Paragraph 5.3, Final Payment.
 - 5.1.3 Should amounts owed by the Contractor to the Owner for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the Owner's general credit

policy, those amounts may be deducted from the payment being made by the Owner to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding fifty thousand dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1, 2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: Water Treatment Plant 42” Steel Waterline Replacement (6 Sheets)
- 8.18 Contract Documents bearing the title: Water Treatment Plant 42” Steel Waterline Replacement, Project No. 21-045

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(this space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Water Treatment Plant 42-Inch Steel Waterline Replacement, Project 21-045)

DATED this _____ day of _____, 2023.

ATTEST:

CONTRACTOR:

Crown Construction, LLC
PO Box 664
Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD
A Wyoming Joint Powers Board

By: _____

By: _____

Kenneth L. Watters

Paul C. Bertoglio

Title: Secretary

Title: Board Vice-Chairman

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: Central Wyoming Regional Water System – Joint Powers Board
Water Treatment Plant
42" Steel Waterline Replacement
Project No. 21-045

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Central Wyoming Regional Water System Joint Powers Board (Owner) in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **November 3, 2023**, and completed and ready for final payment not later than **November 17, 2023**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. 1
Addendum No. 2

Dated 9/26/2023
Dated 9/27/2023

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the Owner.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 180,900.00
TOTAL BASE BID, IN WORDS: One hundred eighty thousand nine hundred DOLLARS.

6. Bidder agrees that the work for the Owner will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the Owner.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Crown Construction LLC
P.O. Box 1064
Mills, MO 62644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on October 4, 2023.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Public Notary



Crista Latimer

Business Address: Crown Construction LLC
P.O. Box 1664
Mills, WY 82644

Phone Number: 307-337-7069

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

EXHIBIT "B"
ITEMIZED BID SCHEDULE
Water Treatment Plant 42" Steel Waterline Replacement
 Project No. 21-045

Bid Date: October 4, 2023

COMPANY NAME: Crown Construction, LLC

ADDRESS: PO Box 664, Mills, Wyoming 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account


LF = Linear Feet F&I = Furnish and Install
 CY = Cubic Yard EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Insurance/Bonding	LS	1	\$ 23,400.00	\$ 23,400.00
2	R&R Existing 42" Carbon Steel Water Pipe	LS	1	\$115,000.00	\$ 115,000.00
3	R&R Existing Chemical Injection Piping, Fittings & Valves	LS	1	\$12,500.00	\$ 12,500.00
4	Reconstruct Existing Chemical Injection Vault	LS	1	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID					\$ 180,900.00

NOTE: DO NOT SUBMIT THIS FORM (PAPER or PDF) WITH YOUR BID AS IT MAY CONFLICT WITH QUESTCDN VBID.

October 11, 2023

MEMO TO: Paul Bertoglio, CWRWS JPB Vice-Chairman
 Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer 
 Bruce Martin, Public Utilities Manager
 Tom Edwards, Water Plant Manager

SUBJECT: Authorizing a Procurement of Goods Agreement with Cahoy Pump Service, Inc., Sumner, Iowa, in the Amount of \$14,720.00 for the Purchase of One Goulds Pump for the Morad 2 Well.

Meeting Type & Date
 CWRWS JPB Meeting
 October 17, 2023

Action Type
 Approval

Recommendation
 That the JPB, by motion, authorize a Procurement of Goods Agreement with Cahoy Pump Service, Inc., Sumner, Iowa, in the amount of \$14,720.00 for the purchase of one Goulds pump for the Morad 2 Well located at the Water Treatment Plant.

Summary
 The Morad 2 well pump was pulled during work being performed for the Wyoming Water Development Commission wellfield management plan project. The pump was inspected and, due to its condition, cannot be returned to service. Ground water production is crucial to our ability to produce clean drinking water for the CWRWS. Staff reached out to several vendors and obtained the following quotes for a replacement pump:

<u>Vendor</u>	<u>Amount</u>
Cahoy Pump Service	\$14,720.00
Purvis Industries	\$18,502.35
P & A Pump Install and Repair LLC	\$34,474.00

Financial Considerations
 Funding for this purchase will be from the FY24 RWS Capital Budget, Well Rehabilitation Project.

Oversight/Project Responsibility
 Tom Edwards, Water Plant Manager

Attachments
 Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____, (this "**Agreement**," is entered into between the Central Wyoming Regional Water System, a Wyoming Joint Powers Board, with offices located at 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604 ("**Buyer**") and Cahoy Pump Service, Inc., 24568 150th Street, Suite 200, Sumner, Iowa 50674 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling Goulds pumps; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**"), as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities by November 30, 2023, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 1500 SW Wyoming Blvd., Casper, Wyoming 82604 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within five days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or

payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 Days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer

prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

Central Wyoming Regional Water System
1500 SW Wyoming Blvd
Casper, WY 82604

Notice to Seller:

Cahoy Pump Service, Inc.
24568 150th Street, Suite 200
Sumner, Iowa 50674

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory

claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in [Section 21](#) (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record

or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

ATTEST

BUYER

Central Wyoming Regional Water System,
A Wyoming Joint Powers Board

Kenneth L. Waters
Secretary

Paul C. Bertoglio
Vice-Chairman

WITNESS

SELLER

Cahoy Pump Service, Inc

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit "A"

Cahoy Pump Service

The Premier Provider of Municipal, Industrial, & Irrigation Water Well Services
A Division of The Cahoy Group

October 12, 2023

Casper Municipal Water Department
1500 SW Wyoming Blvd.
Casper, WY 82604

Attn: Aletta Grauberger agrauberger@casperwy.gov 307-265-6063
Logan Wood lwood@casperwy.gov 505-501-2813

RE: Morad 2 Pump Replacement

Greetings Aletta and Logan:

We are pleased to provide you with the following proposal for your review and consideration:

SCOPE OF WORK:

Furnish & deliver one (1), Goulds LST water lubricated turbine pumping assembly less motor. This to include the following components:

- Goulds CA 6" x 6" Discharge Head w/ 1" Packing Box Assembly.
- 6" x 1" x Length Required of Threaded Column Assembly.
- 1" x 416 Stainless Steel Lineshaft w/ SS Shaft Couplings.
- 304 Stainless Steel Spider Bearings w/ Cutless Rubber Insert Bearings.
- 9RCLC, 2 stage Goulds Bowl Assembly to Deliver 400 gpm @ 82' TDH @ nominal 1770 rpm
- Galvanized Cone Strainer.
- NSF approved epoxy coating on ID / OD of column pipe, OD of bowl assembly
- Freight Charges.

TOTAL DELIVERED COST: \$ 14,720.00

24568 150th Street – Suite 200 Sumner, Iowa 50674

Serving 10 states with office locations in Iowa-2 : Illinois-2 : Nebraska : Wyoming

1-833-728-1288

www.cahoyump.com



Cahoy Pump Service

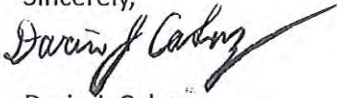
The Premier Provider of Municipal, Industrial, & Irrigation Water Well Services
A Division of The Cahoy Group

NOTES:

- Proposal is valid for 30 days.
 - Service Tech to assist in assembly and startup, if requested, will be invoiced at the rate of \$88.00 per man-hour plus any applicable Per Diems.
 - Proposal does not include Sales Tax. Owner to furnish Cahoy with Sales Tax Exemption Certificate upon approval of proposal.
 - Upon inspection of existing equipment, it was determined and recommended that all equipment less the motor and motor shaft be replaced.
 - Owner to provide TPI information upon approval of proposal.
-

We sincerely appreciate the opportunity to provide you with this proposal. Please feel free to contact myself or Chuck Liston with any questions or to have us proceed with ordering the equipment for you.

Sincerely,



Darin J. Cahoy
CEO

24568 150th Street – Suite 200 Sumner, Iowa 50674

Serving 10 states with office locations in Iowa-2 : Illinois-2 : Nebraska : Wyoming

1-833-728-1288

www.cahoyump.com

PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	400.0	570.0	Best Efficiency	83.90 % at 421.0 USgpm
TDH-Bowl (ft)	111.0	82.1	51.4	Design Flow % BEP	85.01 %
TDH-Disch Flange (ft)	106.4	76.9	44.2	Pump Efficiency	81.39 %
Bowl Efficiency (%)	-	83.70	73.10	Overall Efficiency	0.00 %
Guaranteed Bowl Efficiency (%)	-	79.52	-	NOL Power	10.4 Hp at 501.0 USgpm
Power (Hp)	6.1	9.9	10.1	Specified NPSH Ratio	1.1
Guaranteed Power (Hp)	-	10.7	-	Thrust Load Power Loss	0.05712 Hp
NPSHr (ft) [1]	-	5.7	10.6	Total Flow Derate Factor	1.00
NPSH Margin (ft) [1]	-	50.4	45.5	Total Head Derate Factor	1.00
Hydraulic Thrust(lb)	552.0	406.0	254.0	Total Efficiency Derate Factor	1.00
Thrust (lb)	698.6	540.5	375.5	Actual Submergence	284.25 in
Pressure-Bowl (psi)	48.1	35.5	22.3	Shaft Friction Power Loss	0.14 Hp
Pressure-Disch Flange (psi)	46.1	33.3	19.1	Min Flow (MCSF)	105.0 USgpm
Min Submergence (Inch) [3]	-	17.34	20.67	kWh per 1000 gal	0.00000
Friction Loss (ft) [4]	-	0.81	1.21	Impeller Running Clearance	0.13 in
Lineshaft Elongation (Inch)	0.00770	0.00567	-		
Column Elongation (Inch)	0.00074	0.00055	-		
Lateral (Inch)	0.13697	0.13512	-		

[1] at 1st impeller eye [2] rated values [3] from pump suction inlet [4] from bowl to disch flange [5] per published data

OPERATING CONDITIONS

Specified Flow	400.00 USgpm
Specified TDH	82.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	29.00 ft
Pumping Level	4.00 ft
Min. Recommended Sump Depth	29.25 ft
NPSHa at 1st Impeller	58.1 ft
NPSHa at Grade	34.0 ft
Operational Design	Constant Speed

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	82 lbs/ft ³

MATERIALS & DIMENSIONS

Bowl Data	
Bowl Material	Cast Iron with Glass Enamel
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	416SS
Discharge Bowl Material	Cast Iron
Suction Type	Bowl
Suction Material	Cast Iron
Bowl Bolting Material	316SS
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze
Discharge Bowl Bearing	Bronze

Bowl Data	
Intermediate Bowl Bearing	Bronze
Strainer Type	Cone Strainer
Strainer Material	Galvanized Steel
Impeller Trim	6.88 in
Bowl Pressure Limit	400 psi
Model Max Sphere Size	0.75 in
Available Lateral	0.75 in
Bowl Shaft Diameter	1 1/2 In [38.1 mm]
Impeller Balance	Manufacturer's Standard
Impeller Design	Enclosed
Bowl Shaft Power Limit	255.25 Hp
Bowl Assembly Provided By	Xylem

Bowl Specials

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Column Data

Column Type	Threaded
Column Diameter	6 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Bearing Material	Rubber (Dog Bone)
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	0.37 ft
Column Velocity	4.57 ft/s
Separate Bearing Retainer	304SS
Bearing Retainer Design	Separate
Maximum Bearing Spacing	10 ft [3 m] Spacing

Column Data

Max Column Section Length	120 in
Number of Bearings	3
First Lateral Critical Speed	677 RPM
First Lateral Critical Speed Ratio	0.38
Second Lateral Critical Speed	2318 RPM
Second Lateral Critical Speed Ratio	1.31
Column Wall Thickness	0.28 in
Lubrication Method	(Open LS) Product Lube
Lineshaft Power Limit	70 Hp
Column Assembly Provided By	Xylem

Column Specials

Head Data

Head Type	CA (Cast Iron A)
Discharge Flange Rating	125 #
Disch Flange Pressure Limit	175 psi
Head Design	One Piece Head
Discharge Head Material	Cast iron
Headshaft Material	416SS
Headshaft Coupling Type	Threaded
Headshaft Coupling Material	416SS
Headshaft Diameter	1.00 in
Discharge Head Size	6 in [152 mm]
Discharge Head BD	12 in [305 mm]

Head Data

Sealing Method	Packing
Packing Material	Acrylic Yam and Graphite
Stuffing Box Material	Cast iron
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze
Head Loss	0.24 ft
Head Bolting	Carbon Steel
Split Gland	316SS
Head Assembly Provided By	Xylem

Head Specials

Motor Data

Driver Type	Vertical Hollow Shaft Motor
BD	12.0 in
BX / U	1.00 in

Motor Data

Motor Provided By	Customer
Motor Mounted By	Customer

Motor Specials

Coating Data

Bowl OD	Goulds Water Technology Blue Enamel
Column OD	Goulds Water Technology Blue Enamel

Coating Data

Head OD	Goulds Water Technology Blue Enamel
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Testing Data

Accessories

Engineering Services

Engineering Services Notes

Miscellaneous Specials

Assembly and Crating

Assembly	Fully Assembled
----------	-----------------

Crating

Domestic Skid

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Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled via standard freight methods (LTL/FCL) if overall crated length is 20 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight 217 lbs
Total Column Weight 624 lbs

Weight Data

Head Weight 315 lbs
Total Weight 1156 lbs

Comments

INFO, WARNING & ERROR MESSAGES

Warning

Dimensions could not be found for one or more components, please override dimensions that show 8999.0 with the correct values.

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale - Xylem Americas. Available here: <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/>

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.8 standards unless otherwise noted. As a standard, test results for the primary design point meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. If secondary or tertiary design points are required to be tested, these will be subject to grade 3B tolerances. For testing of more than 3 points, consult the factory. Other acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

Holding shipment for testing approval allows 2 weeks of calculated production lead time for the approval process. If shipment approval has not been obtained by 4 weeks after submission of passing test results, Xylem reserves the right to ship product on purchase orders less than or equal to \$10,000 USD without explicit approval, or to impose storage fees until shipment approval is granted on purchase orders greater than \$10,000 USD. For planned approval processes exceeding 2 weeks, please consider that additional lead time and coordinate expectations with the factory, including storage fees. For faster shipment, select "No" to the hold shipment for testing approval option.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

Special requests are subject to further review after receipt of customer purchase order during the factory's order entry and design engineering processes. If NSF 61 certified construction is required, an additional audit will be completed. The Xylem team will communicate any discrepancies and possible changes.

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale - Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or

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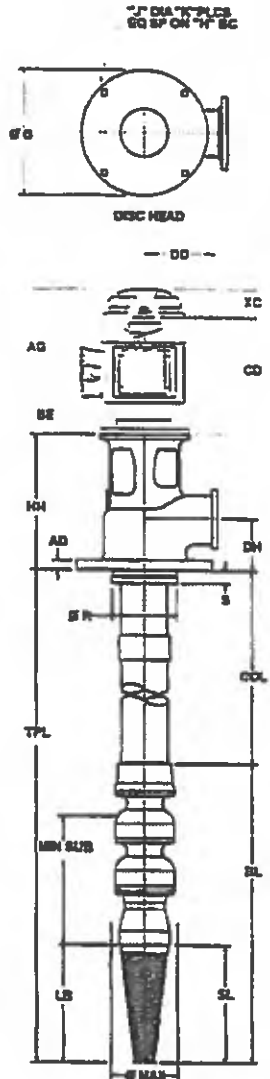


SUBMITTAL

Quote ID: 9001-230918-020:0:1 QTY: 1
VIT-CATM BRCLC, 2 Stages

~~bleeding rust can be expected within 6 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.~~

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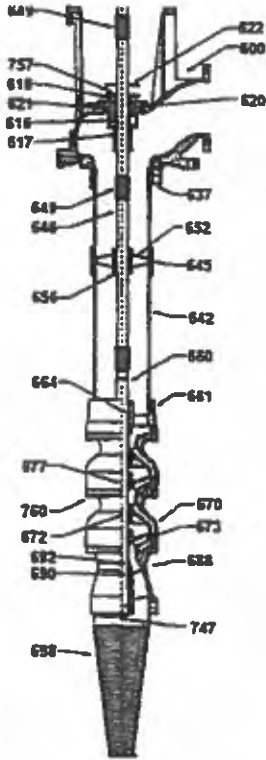
DIMENSIONS	
Dim G [Mounting Flange Dia]	23.50 in
J [Mounting Flange Hole Dia]	0.75 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	21.25 in
AG [Motor Height]	9999.00 in
CD [Motor Coupling Height]	9999.00 in
XC [Top Hdshft to top VHS Motor]	9999.00 in
BD [Motor Base Dia]	12.00 in
Discharge Head Size	6.00 in
BD Head [Discharge Head Base Dia]	12.00 in
HH [Head Height]	15.50 in
AD [Mounting Flange Thickness]	1.00 in
DD [Disch Flange Stickout]	12.00 in
DH [Disch Flange Height]	6.75 in
S [Hanger Flange Stickdown Length]	1.81 in
R [Hanger Flange OD]	10.25 in
COL [Column Length]	303.00 in
Column Diameter	6.00 in
TPL [Total Pump Length]	348.00 in
MIN SUB [Minimum Submergence]	17.34 in
LB [Length to Bottom]	15.75 in
MAX [Max Assembly OD]	9.50 in
BL [Bowl Assembly Length]	45.00 in
SU [Shaft Stickup]	8.00 in
SL [Suction Length]	14.87 in
Discharge Flange	5'-125#
Suction Bowl Size	6"

PUMP DATA	
Column Diameter	6 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	400.00 USgpm
Specified TDH	82.00 ft
Pumping Level	4.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

WEIGHTS	
Total Bowl Weight	217 lbs
Total Column Weight	624 lbs
Head Weight	316 lbs
Total Weight	1156 lbs

NOTES	
1	Total Pump Length ± 1.0 inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	1/2" NPT -- Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

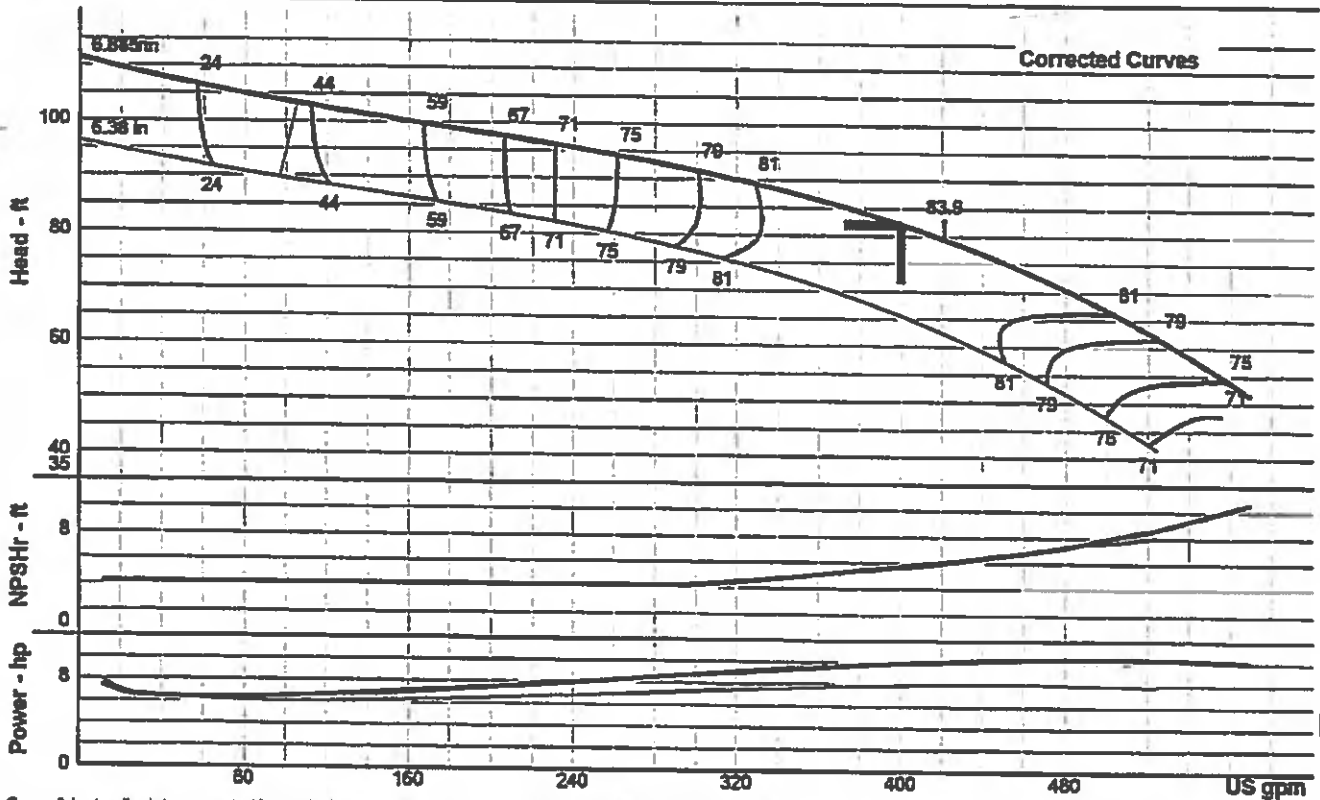
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BILL OF MATERIALS				
ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 418	A582 S41800
600	Head - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
616	Box - Stuffing	1003	Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing	1818	Bismuth Bronze	B584 Modified
618	Gland - Split	1203	SST 318	A744M
620	Packing	5026	Graphite Packing	ML402-99
621	O-Ring	5302	Nitrile Buna N	D4322
622	Slinger	5121	Rubber EPDM	D3588
637	Flange - Column Hanger	1003	Cast Iron CL 30	A48 CLASS 30B
648	Coupling - Headshaft	2285	SST 418	A582M
730	Key - Motor Gib	2242	Carbon Steel 1018	A108
757	Screw - Gland Adj	2229	SST 318	A278
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429
Column Assembly				
642	Pipe - Column	6501	Black Pipe Sch 40	A53
645	Column - Coupling	6501	Black Pipe Sch 40	A53
646	Lineshaft	2227	SST 418	A582 S41800
649	Coupling - Lineshaft	2285	SST 418	A582M
652	Retainer - Bearing	1205	SST 304	A744M
656	Bearing - Lineshaft	5121	Rubber EPDM	D3588
Bowl Assembly				
660	Bowlshaft	2227	SST 418	A582 S41800
661	Bowl - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1818	Bismuth Bronze	B584 Modified
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1818	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 318	A744M
677	Taperlock - Impeller	2217	SST 418	A582M
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1818	Bismuth Bronze	B584 Modified
692	Sanderlar	1205	SST 304	A744M
698	Strainer	6952	Carbon Steel Galv	A123M
747	Plug - Pipe	1048	Malleable Iron	A197
760	Capscrew - Hex	2229	SST 318	A278

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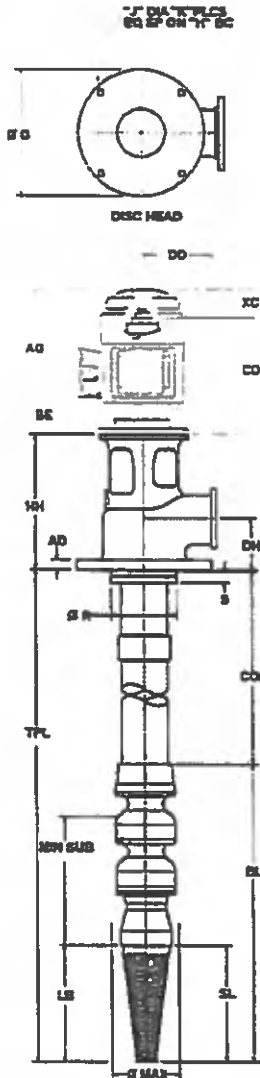


Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.8 acceptance grade 2B. Design values are guaranteed within the following tolerances: Flow \pm 8%, Head \pm 5%, and optionally either Power + 8% or Efficiency - 5% at manufacturer's discretion.

Specified Flow	400.00 USgpm	Shut Off TDH (Disch Flange)	105.4 ft	Driver Size Criteria	NOL Power Across Design Curve
Specified TDH	82.00 ft	Shut Off Pressure (Bowl)	48.1 psi	Allow Service Factor	No
Rated Speed	1770 RPM	Shut Off Pressure (Disch Flange)	48.1 psi	kWh per 1000 gal	0.00000
Atmospheric Pressure	14.70 psi	Run Out Flow	570.0 USgpm	NPSHr at Design	5.7 ft
Pumping Level	4.00 ft	Run Out TDH (Bowl)	51.4 ft	NPSH Margin at Design	50.4 ft
NPSHa at Grade	34.0 ft	Run Out TDH (Disch Flange)	44.2 ft	Min Submergence at Design	17.34 in
NPSHa at 1st Impeller	58.1 ft	Run Out Pressure (Bowl)	22.3 psi	Actual Submergence	294.25 in
Fluid	Water	Run Out Pressure (Disch Flange)	18.1 psi	Thrust K-Factor	4.9 lb/ft
Fluid Temperature	68.0 °F	Bowl Efficiency at Design	83.70 %	Thrust at Design	540.5 lb
Specific Gravity	1.0000	Guaranteed Bowl Efficiency	79.52 %	Thrust at Shut Off	898.8 lb
Viscosity	1.0017 cP	Best Efficiency	83.90 %	Thrust at Run Out	375.5 lb
Vapor Pressure	0.3383 psi	BEP Flow	421.0 USgpm	Bowl Material	Cast Iron with Glass Enamel
Density	82 lbs/ft ³	Design Flow % BEP	85.01 %	Bowl Material Derate Factor	1.00
Design Flow	400.0 USgpm	Pump Efficiency	81.39 %	Impeller Material	316SS
Min Flow (MCSF)	105.0 USgpm	Friction Loss at Design	0.61 ft	Impeller Matl Derate Factor	1.00
Design TDH (Bowl)	82.1 ft	Power at Design	8.9 Hp	Total Flow Derate Factor	1.00
Design TDH (Disch Flange)	76.9 ft	Guaranteed Power	10.7 Hp	Total Head Derate Factor	1.00
Design Pressure (Bowl)	35.5 psi	NOL Power	10.4 Hp	Total Efficiency Derate Factor	1.00
Design Pressure (Disch Flange)	33.3 psi	Max Power (NOL) Flow	501.0 USgpm		
Shut Off TDH (Bowl)	111.0 ft	Recommended Power	15.00 Hp		

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DIMENSIONS	
→ Dim G [Mounting Flange Dia]	23.50 in
J [Mounting Flange Hole Dia]	0.75 in
K [Mounting Hole Pieces]	4
→ H [Mounting Flange Bolt Circle]	21.25 in
AG [Motor Height]	9999.00 in
CD [Motor Coupling Height]	9999.00 in
XC [Top Hdsht to top VHS Motor]	9999.00 in
BD [Motor Base Dia]	12.00 in
Discharge Head Size	8.00 in
BD Head [Discharge Head Base Dia]	12.00 in
HH [Head Height]	15.50 in
AD [Mounting Flange Thickness]	1.00 in
DD [Disch Flange Stickout]	12.00 in
→ DH [Disch Flange Height]	8.75 in
→ S [Hanger Flange Stickdown Length]	1.81 in
R [Hanger Flange OD]	10.25 in
COL [Column Length]	303.00 in
Column Diameter	8.00 in
→ TPL [Total Pump Length] *	348.00 in
MIN SUB [Minimum Submergence]	17.34 in
LB [Length to Bottom]	15.75 in
MAX [Max Assembly OD]	9.50 in
BL [Bowl Assembly Length]	48.00 in
SU [Shaft Stickup]	8.00 in
SL [Suction Length]	14.67 in
Discharge Flange	6"-125#
Suction Bowl Size	8"

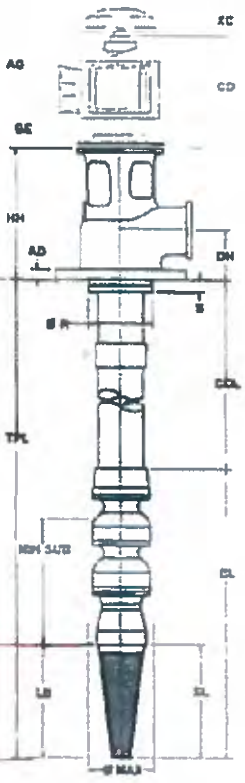
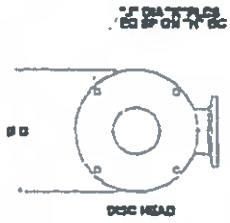
PUMP DATA	
Column Diameter	8 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	400.00 USgpm
Specified TDH	82.00 ft
Pumping Level	4.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

WEIGHTS	
Total Bowl Weight	217 lbs
Total Column Weight	624 lbs
Head Weight	315 lbs
Total Weight	1156 lbs

NOTES	
1	Total Pump Length ± 1.0 Inch.
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	½" NPT - Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

* Will be 366" + 18"
for strainer.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	
Tag	
PO Number	
Serial Number	



348"

18"

DIMENSIONS	
Dim G (Mounting Flange Dia)	23.50 in
J (Mounting Flange Hole Dia)	0.76 in
K (Mounting Hole Places)	4
H (Mounting Flange Bolt Circle)	21.25 in
AG (Motor Height)	9999.00 in
CD (Motor Coupling Height)	9999.00 in
XC (Top Height to top VHS Motor)	9999.00 in
BD (Motor Base Dia)	12.00 in
Discharge Head Size	8.00 in
BD Head (Discharge Head Base Dia)	12.00 in
HH (Head Height)	15.50 in
AD (Mounting Flange Thickness)	1.00 in
DD (Disch Flange Stickout)	12.00 in
DH (Disch Flange Height)	6.75 in
S (Hanger Flange Stickdown Length)	1.81 in
R (Hanger Flange OD)	10.25 in
COL (Column Length)	303.00 in
Column Diameter	6.00 in
TFL (Total Pump Length)	348.00 in
MIN SUB (Minimum Submergence)	17.34 in
LB (Length to Bottom)	15.75 in
MAX (Max Assembly OD)	9.50 in
BL (Bowl Assembly Length)	45.00 in
SU (Shaft Stickup)	8.00 in
SL (Suction Length)	14.67 in
Discharge Flange	6"-125#
Suction Bowl Size	6"

PUMP DATA	
Column Diameter	6 in (152 mm)
Lineshaft Diameter	1 in (25.4 mm)
Specified Flow	400.00 USgpm
Specified TDH	82.00 ft
Pumping Level	4.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

WEIGHTS	
Total Bowl Weight	217 lbs
Total Column Weight	524 lbs
Head Weight	315 lbs
Total Weight	1156 lbs

NOTES	
1	Total Pump Length ± 1.0 Inch.
2	Tolerance on all dimensions is .12 or ± .12 Inch per 5 ft, whichever is greater.
3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	1/2" NPT - Gauge Conn (plugged)
6	Driver may be rotated at 60° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for Impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

~~to be 366" for strainer.~~
 Bottom of bowl will be 348" + 18" for strainer for a total of 366"

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	
Tag	
PO Number	
Serial Number	

October 11, 2023

MEMO TO: Paul Bertoglio, CWRWS JPB Vice-Chairman
Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer *TB*
Bruce Martin, Public Utilities Manager
Tom Edwards, Water Plant Manager

SUBJECT: Authorizing a Contract for Professional Services with Titan Plumbing, LLC, Casper, Wyoming, in the Amount of \$14,711.68 for the Ammonia Line Replacement Project Located at the Water Treatment Plant (WTP)

Meeting Type & Date

CWRWS JPB Meeting
October 17, 2023

Action Type

Approval

Recommendation

That the JPB, by motion, authorize a Contract for Professional Services with Titan Plumbing LLC, Casper, Wyoming, in the amount of \$14,711.68 for the Ammonia Line Replacement Project located at the WTP.

Summary

The WTP is required to ensure that a disinfectant residual be maintained in the water distribution system at all times. The chosen disinfectant for meeting this requirement is chloramine. Chloramine is formed by feeding sodium hydroxide and ammonia into the finished water. After many years of use, the existing ammonia plumbing lines for both the ground and surface water plants are corroded and require replacement. This system is critical to the ability to produce treated water for the CWRWS. Staff reached out to several vendors and obtained the following quotes for completion of this work:

<u>Vendor</u>	<u>Amount</u>
Titan Plumbing	\$14,711.68
Haid's Plumbing	\$20,047.95

Financial Considerations

Funding for this purchase will be from the FY24 RWS Capital Budget, Ammonia Line Replacement Project.

Oversight/Project Responsibility

Tom Edwards, Water Plant Manager

Attachments

Contract for Professional Services

Contract for Professional Services – Titan Plumbing
Ammonia Line Replacement Project

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2023, by and between the following parties:

1. The Central Wyoming Regional Water System Joint Powers Board, a Wyoming Joint Powers Board, 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604 (“CWRWS JPB”).

2. Titan Plumbing, LLC, a Wyoming Corporation, 2940 East 6th Street, Casper, Wyoming 82609 (“Contractor”).

Throughout this document, the CWRWS JPB and the Contractor may be collectively referred to as the “Parties.”

RECITALS

A. The CWRWS JPB is undertaking a project to replace the ammonia system piping on both the ground and surface water systems at the Water Treatment Plant.

B. The project requires professional services for the replacement of the ammonia system piping.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the CWRWS JPB as required by this Contract.

D. The CWRWS JPB desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the Parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Replace the ammonia system piping on both the ground and surface water systems at the Water Treatment Plant as described in Exhibit “A”, Titan Plumbing, LLC, Proposal dated August 18, 2023, as modified, hereto attached and made a part of the Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of January 2024.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Fourteen Thousand Seven Hundred Eleven Dollars and Sixty-Eight Cents (\$14,711.68).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the CWRWS JPB. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the CWRWS JPB for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the CWRWS JPB's general credit policy, those amounts may be deducted from the payment being made by the CWRWS JPB to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the CWRWS JPB and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the CWRWS JPB's and the Contractor's authorized representatives.

The CWRWS JPB and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the CWRWS JPB

APPROVED AS TO FORM

CENTRAL WYOMING REGIONAL
WATER SYSTEM
A Wyoming Joint Powers Board

ATTEST

Paul C. Bertoglio
Vice-Chairman

Kenneth L. Waters
Secretary

Signature Page for the Contractor

WITNESS

CONTRACTOR
Titan Plumbing, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The CWRWS JPB may terminate this Contract anytime by providing thirty (30) days written notice to the Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the CWRWS JPB, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the CWRWS JPB for damages sustained by the CWRWS JPB, by virtue of termination of the Contract by the Contractor, or any breach of the Contract by the Contractor, and the CWRWS JPB may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the CWRWS JPB from the Contractor are determined.

2. CHANGES:

The CWRWS JPB may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the CWRWS JPB and the Contractor, shall be incorporated in written amendments to this Contract. The CWRWS JPB is not obligated to accept any increase requested by the Contractor, or a rebidding of the contract if the increase exceeds 5%. CWRWS JPB reserves the right to reject any request for price increase, or the rebidding of this contract by the Contractor, without penalty and/or liability in any form, to the Contractor.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the CWRWS JPB: provided, however, that claims for money due or to become due to the Contractor from the CWRWS JPB under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the CWRWS JPB within five (5) business days of any assignment or transfer.

4. AUDIT:

The CWRWS JPB and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor,

which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the CWRWS JPB, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the CWRWS JPB.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the CWRWS JPB, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the CWRWS JPB provided that, in any case, the Contractor may, at no additional expense to the CWRWS JPB, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the CWRWS JPB.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the CWRWS JPB.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the

State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the CWRWS JPB. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the CWRWS JPB. Any approved subcontractor shall be paid by the Contractor.

The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed herein. If the Contractor determines that the identified Act is applicable, the Contractor then becomes legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described.

All questions relating to compliance of the Contractor under the Act should be addressed by the Contractor to:

State of Wyoming Department of Workforce Services
Casper Workforce Center
444 West Collins Drive, Suite 1100
Casper, WY 82601
Phone #: 307 – 234 – 4591

Through execution of this contract, the Contractor certifies that if the identified Act is applicable to this project, Contractor has met, and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the CWRWS JPB shall be entitled to the broader

coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CWRWS JPB.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The CWRWS JPB, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the CWRWS JPB, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the CWRWS JPB. Such notice to the CWRWS JPB shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Contractor hereby grants to the CWRWS JPB a waiver of any right to subrogation which any insurer of said Contractor may acquire against the CWRWS JPB by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CWRWS JPB has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the CWRWS JPB. Unless otherwise approved by the CWRWS JPB in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the CWRWS JPB, self-insured retentions may not exceed Ten Thousand Dollars

(\$10,000), and the CWRWS JPB may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. Option 2: The Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the CWRWS JPB.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Contractor shall furnish the CWRWS JPB with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the CWRWS JPB before work begins. All certificates and endorsements are to be received and approved by the CWRWS JPB before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The CWRWS JPB reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the CWRWS JPB is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

The CWRWS JPB reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Contractor agrees to indemnify the CWRWS JPB, the CWRWS JPB's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the CWRWS JPB, the CWRWS JPB's employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Contractor shall perform all of the services for the compensation set forth in this Contract. The Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the CWRWS JPB by Resolution of its governing body. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

The CWRWS JPB does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the CWRWS JPB specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Exhibit "A"



Phone: (307) 251-1330

2940 E. 6th
Casper, WY 82609

Proposal

Proposal
Ammonia Line Replacement

August 18, 2023

Attn:
Phone:
Email:

Page 2 of 2

Inclusions

1. Permits, Labor and Material
2. All ammonia piping will be black iron piping
With stainless steel valves

Exclusions

1. No warranty on existing systems
2. No warranty on materials or labor provided by others
3. Any electrical work

Any code violation brought forth by the Authority having jurisdiction will need addressed at additional charges

Base Bid: \$7,355.84 per system $\times 2 = 14,711.68$

Payment Terms: Payment is due upon completion of each system

~~Any alteration or deviation from above specification involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.~~

~~Client will be responsible for any and all attorney's fees and court costs associated with the collection of payments. A 2.0 % service charge will be added monthly on any unpaid balance of invoice(s). Note-This proposal may be withdrawn by us if not accepted within 15 days~~

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above

Date: _____

Signature _____



Phone: (307)251-1330

2940 E. 6th
Casper, WY 82609

Proposal

**Proposal
Ammonia Line Replacement**

August 18 2023

**Attn:
Phone:
Email:**

Page 1 of 2


Thank you for the opportunity to provide you with this proposal. We hereby propose to furnish the materials and perform the labor necessary for the installation of a complete plumbing system for the above project with the following;

Ammonia Line Replacement

- **Replace existing ammonia lines serving the water system**
- **Replacement will be broken up into two separate time frames, depending on when the systems are in use.**
- **Current system is piped in with black iron piping, and as such, new piping will also be black iron piping.**
- **Replace current ¾ black iron piping with new black iron piping along with valves and unions.**
- **Piping will be hung on the Unistrut that currently has the existing piping on.**
- **Piping will not be run in the vault area, but will terminate right above it.**
- **A new flow meter and pressure gauge will be installed on both systems.**
- **Current pump and control set up will not be replaced.**

October 11, 2023

MEMO TO: Paul Bertoglio, CWRWS JPB Vice-Chairman
 Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer 
 Bruce Martin, Public Utilities Manager
 Mark Anderson, Water Distribution Manager

SUBJECT: Authorizing a Procurement of Goods Agreement with Russell Industries, Inc., Casper, Wyoming, in the Amount of \$34,835.56 for the Purchase of One Four Stage Booster Pump for use at the Airport Booster Station

Meeting Type & Date
 CWRWS JPB Meeting
 October 17, 2023

Action Type
 Approval

Recommendation
 That the JPB, by a motion, authorize a Procurement of Goods Agreement with Russell Industries, Inc., Casper, Wyoming, in the amount of \$34,835.56 for the purchase of one four stage booster pump for use at the Airport Booster Station.

Summary
 The Airport Booster Station is a critical part of the water distribution system as it pumps water from Casper to the Airport and surrounding areas. This booster station contains two pumps. One of the pumps failed and was recently replaced. The second pump is nearing the end of its life and now requires replacement. Staff obtained quotes for a replacement pump as follows:

<u>VENDOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Russell Industries	Casper, WY	\$34,835.56
DXP	Casper, WY	\$36,380.00

Financial Considerations
 Funding for this purchase will be from the FY24 RWS Capital Budget, Airport Booster Pump Replacement Project.

Oversight/Project Responsibility
 Mark Anderson, Water Distribution Manager

Attachments
 Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____, (this "**Agreement**," is entered into between the Central Wyoming Regional Water System, a Wyoming Joint Powers Board, with offices located at 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604 ("**Buyer**") and Russell Industries, Inc., 702 Foster Road, PO Box 2990, Casper, Wyoming 82601 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling water booster pumps; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**"), as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities by December 15, 2023 or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 1500 SW Wyoming Blvd., Casper, Wyoming 82604 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within five days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of 12 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or

payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 Days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer

prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

Central Wyoming Regional Water System
1500 SW Wyoming Blvd
Casper, WY 82604

Notice to Seller:

Russell Industries, Inc.
PO Box 2990
Casper, Wyoming 82602

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory

claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in [Section 21](#) (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record

or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

ATTEST

BUYER

Central Wyoming Regional Water System,
A Wyoming Joint Powers Board

Kenneth L. Waters
Secretary

Paul Bertoglio
Vice-Chairman

WITNESS

SELLER

Russell Industries, Inc

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT "A"



Russell Industries
PO Box 2990 Casper, WY 82602
(307)265-9566 FAX (307)265-3019
www.russellpumps.com

Quote
#ESTAPE1710

8/23/2023

Bill To

Central Wyo Regional Wtr Sys
1500 SW Wyo Blvd
Casper WY 82604
United States

TOTAL

\$34,835.56
Expires: 10/22/2023

Instructions 6 week build time plus transit time. Subject to change.	PO# Reference	Sales Rep Blakeley, Landon
Shipping Method Best Way	Shipping Terms Prepaid and Add	Terms Net 30
Expires 10/22/2023	Exp. Close 8/23/2023	Project

Item	Quantity	Sales Rate	Sales Amount
J11HC-4 Stage Booster Pump COS: 885 US gpm @ 240' tdh Model: J11HC-4 Stage Shaft: 416 SS Shaft Dia: 1.69 Bowl: Cast Iron Enamel Lined Bowl Bearing: Bronze Impeller: 316 SS Imp Type: Enclosed Collets: Steel Balance: Dynamic Suctions: Cast Iron Suc Bearing: Bronze Sand Collar: Bronze Hardware: Steel	1	\$32,835.56	\$32,835.56
Freight- Estimated, subject to change based on final bill	1	\$2,000.00	\$2,000.00
6 week build time plus transit time. Subject to change.			Subtotal \$34,835.56
			Tax Total (0%) \$0.00
			Total \$34,835.56


To accept this quotation, sign and return: _____



ESTAPE1710

October 11, 2023

MEMO TO: Paul Bertoglio, CWRWS JPB Vice-Chairman
Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer 
Bruce Martin, Public Utilities Manager
Tom Edwards, Water Plant Manager

SUBJECT: Authorizing the Purchase of Eight Hach Turbidimeters from Hach Company, Chicago, Illinois, in the Amount of \$24,124.70 for use at the Water Treatment Plant (WTP)

Meeting Type & Date

CWRWS JPB Meeting
October 17, 2023

Action Type

Approval

Recommendation

That the JPB, by a motion, authorize the purchase of eight Hach Turbidimeters from Hach Company, Chicago, Illinois, in the amount of \$24,124.70 for use at the WTP.

Summary

Turbidimeters are the primary tool for determining the amount of solids in the water. Turbidity can be an indicator for potential disease-causing organisms like cryptosporidium and giardia. The WTP uses turbidimeters inside the WTP and at all the well locations. The turbidimeters give early warning to the water treatment operators if there is a high turbidity event so they can respond accordingly. They also collect data for EPA reporting of turbidity removal and allow the WTP to maintain compliance. They are a critical component of the treatment system.

This is part of an ongoing project to replace obsolete and failing turbidimeters throughout the plant and in the wellfield. These meters will also replace the Khrono turbidimeters which are prone to plugging issues and bad readings. Replacing these meters will standardize our turbidimeters on Hach brand which will improve reliability, reduce the amount of parts inventory needed on hand, and increase staff's proficiency with calibration and maintenance of this equipment.

Financial Considerations

Funding for this purchase will be from the FY24 RWS Capital Budget, Turbidimeter Replacement Project.

Oversight/Project Responsibility

Tom Edwards, Water Plant Manager

Attachments

None

October 11, 2023

MEMO TO: Paul Bertoglio, Vice-Chairman,
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer ^{TB}
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing Amendment No. 1 to the Original Adopted Fiscal Year 2024
CWRWS Agency Budget

Meeting Type & Date

Regular Central Wyoming Regional Water System (CWRWS) Joint Powers Board (JPB) Meeting
Scheduled for October 17, 2023.

Action Type

Authorization

Recommendation

That the JPB, by motion, authorize Amendment No. 1 to the original adopted FY 2024 CWRWS
Agency Budget.

Summary

A budget amendment is required for FY 2023 project carryovers and contract encumbrances. Project carryovers and encumbrances are expenditures that were authorized in FY 2023 but services or products were not delivered prior to June 30, 2023. The expenditure authority for these items has elapsed and it is necessary to reauthorize these planned expenditures for FY 2024. The total amount for Budget Amendment No. 1 is \$1,871,298.12. An itemized list of these expenditures is attached. Additionally, Budget Amendment No. 1 includes a revenue adjustment of \$1.5 M. This revised revenue amount accounts for the \$1.5 M ARPA Grant funding that is expected to be received in FY 2024 for the Caisson Well Rehabilitation Project.

Financial Considerations

Budget Amendment No. 1 in the amount of \$1,871,298.12. The carryover projects and contracts have all been previously budgeted, effectively they have no budget impact. The amendment simply allows those pre-existing authorizations to continue into FY24.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Budget Amendment No. 1
Budget Amendment No. 1 Breakdown of Carryover Requests



**CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD
BUDGET AMENDMENT NO. 1 TO THE ORIGINAL ADOPTED FY2024 BUDGET**

		Original Approved Budget	Budget Amend No. 1	Total Budget As Amended	Comments
300-4220	STATE GRANTS	\$0	(\$1,500,000)	(\$1,500,000)	ARPA Grant Funding
300-4650	SYSTEM DEVELOPMENT CHARGES	(\$245,000)		(\$245,000)	
300-4601	WATER RATE REVENUE	(\$8,685,831)		(\$8,685,831)	
300-4501	INTEREST ON INVESTMENTS	(\$200,000)		(\$200,000)	
300-4505	MISCELLANEOUS REVENUE	(\$100)		(\$100)	
	TOTAL REVENUES	(\$9,130,931)	(\$1,500,000)	(\$10,630,931)	
300-6212	LEGAL	\$30,000		\$30,000	
300-6213	INVESTMENT FEES	\$1,500		\$1,500	
300-6214	CONSULTING	\$15,000		\$15,000	
300-6215	ACCOUNTING	\$34,000		\$34,000	
300-6255	OTHER CONTRACTUAL-WATER	\$3,000		\$3,000	
300-6257	REIMBURSABLE CONTRACT EXPENSES	\$4,344,283		\$4,344,283	
300-6720	TRAVEL/TRAINING	\$2,000		\$2,000	
300-6780	INSURANCE & BONDS	\$119,000		\$119,000	
300-6501	PRINCIPAL PAYMENTS	\$1,276,124		\$1,276,124	
300-6510	INTEREST EXPENSE	\$249,451		\$249,451	
300-6303	BUILDINGS	\$0		\$0	
300-6305	IMPROVEMENTS OTHER THAN BUILDINGS	\$3,185,000	\$1,775,778	\$4,960,778	Encumbered Contracts, Roll-Over Projects
300-6307	INTANGIBLES	\$0	\$8,540	\$8,540	Encumbered Contract
300-6311	LIGHT EQUIPMENT	\$0		\$0	
300-6312	LIGHT EQUIPMENT	\$255,000	\$86,981	\$341,981	Encumbered Contracts
	TOTAL EXPENSES	\$9,514,358	\$1,871,299	\$11,385,657	

Approved this 17th day of October, 2023

Steve Cathey, Treasurer

Paul C. Bertoglio, Vice-Chairman

FY24 RWS Budget Amendment No. 1 Breakdown


Line item

300-6305	FY23 Roof Replacements / 3000023010	3000023010-300-MATERIALS-INSTALL	\$90,000.00	Project Roll to FY24
	CHILLER REPLACEMENT / 3000021007	3000021007-300-EQUIPMENT-DESIGN	\$1,725.00	FY21 Project Roll to FY24 - MUNIS CONTRACT 21300064
		3000021007-300-EQUIPMENT-INSTALL	\$467,186.02	MUNIS CONTRACT 23300039
	FY22 Well Rehabilitation / 3000022012	3000022012-300-WATERINFRA-REPAIR	\$287,480.54	Project Roll to FY24 - 3000023006
		3000022012-300-WATERINFRA-REPAIR	\$91,928.70	Roll to FY24 - Munis Contract 22300175
	Caisson Well Rehabilitation / 3000023006	3000023006-300-WATERINFRA-MAINTAIN	\$373,475.00	Project Roll to FY24 - 3000023006
	GW Vault & Yard Piping Repl / 3000023001	3000023001-300-WATERINFRA-BUILD	\$112,361.92	Project Roll to FY24
	Equipment Replacement / 3000023003	3000023003-300-EQUIPMENT-PURCHASE	\$40,000.00	Project Roll to FY24
	HS Pump Valve Repl / 3000023004	3000023004-300-MATERIALS-PURCHASE	43,849.67	Project Roll to FY24
	Filter Media Repl / 3000023009	3000023009-300-	100,000.00	Project Roll to FY24
	FERGUSON ENTERPRISES	3000023004-300-MATERIALS-PURCHASE	24,196.00	MUNIS PO 23300435
	DXP ENTERPRISES, INC.	3000023006-300-WATERINFRA-MAINTAIN	68,990.00	MUNIS PO 23300407
	DXP ENTERPRISES, INC.	3000023006-300-WATERINFRA-MAINTAIN	19,965.00	MUNIS PO 23300393
	DXP ENTERPRISES, INC.	3000023003-300-EQUIPMENT-PURCHASE	17,049.71	MUNIS PO 23300351
	HYDRO ROCKY MOUNTAIN, INC.	3000023006-300-WATERINFRA-MAINTAIN	18,785.00	MUNIS PO 23300459
	HYDRO ROCKY MOUNTAIN, INC.	3000023006-300-WATERINFRA-MAINTAIN	18,785.00	MUNIS PO 23300460
300-6307	HDR ENGINEERING INC	3000022006-300-EQUIPMENT-STUDY	8,539.56	Munis Contract 21300149
300-6312	GREINER MOTOR CO	3000022011-300-VEHICLES-PURCHASE	\$42,895.00	Munis PO 22300695
	ABLE EQUIPMENT CO	3000022011-300-VEHICLES-PURCHASE	\$44,086.00	Munis PO 22300696

TOTAL \$1,871,298.12

October 11, 2023

MEMO TO: Paul Bertoglio, CWRWS JPB Vice-Chairman
Members, Central Wyoming Regional Water Systems Joint Powers Board

FROM: Tom Brauer, Chief Operating Officer 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Project to Project Transfer of Funds in the Amount of \$90,000
for the 42-Inch Yard Piping and Vault Replacement Project

Meeting Type & Date

CWRWS JPB Meeting
October 17, 2023

Action Type

Approval

Recommendation

That the JPB, by motion, authorize a project to project transfer of funds in the amount of \$90,000 for the 42-Inch Yard Piping and Vault Replacement Project.

Summary

\$125,000 was included in the FY23 budget for the 42-Inch Yard Piping Replacement Project. That expenditure has now been authorized for FY24. After design costs, \$112,362 remains for construction. The low bid is in the amount of \$180,900 with an additional \$19,100 as the project contingency. This leaves a funding gap of \$87,638. Staff is requesting that \$90,000 be transferred from the FY23 Roof Replacement Project to the 42-Inch Pipe Replacement Project to cover the funding gap. Unexpended funding remains in the roof replacement project to accommodate this request.

Financial Considerations

Transfer \$90,000 from 3000023010-300-MATERIALS-INSTALL to 3000023001-300-WATERINFRA-BUILD

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Project to Project Transfer of Funds



Central Wyoming Regional Water System Joint Powers Board

Budget Reallocation No. 2024-01

Budget Reallocation Form

Fiscal Year: FY 2024

Date: 10/11/2023

Prepared By: Janette Brown

Page: 1 of 1

Public Utilities Manager: _____

Chairman: _____

Treasurer: _____

Processed By: _____
Date: _____

Line Item Budget Reallocation

Ref.	Account Number	Account Description	(To) Increase	(From) Decrease
	300-6305	Improvements Other Than Buildings	\$ 90,000.00	
	3000023001-300-WATERINFRA-BUILD			
	Munis Project No. 3000023001 (42" Steel Waterline)			
	300-6305	Improvements Other Than Buildings		\$ 90,000.00
	3000023010-300-MATERIALS-INSTALL			
	Munis Project No. 3000023010 (Roof Replacement)			

For Finance use only:

Verify Account Numbers: _____
 Verify Funds Available: _____

Explanation of Need:

Transfer Funds to cover project bid cost and contingency amount for WTP 42" Steel Waterline Replacement Project No. 3000023001

**CASPER UTILITIES ADVISORY BOARD
CITY OF CASPER
MEETING AGENDA**

Casper Business Center
Vault Meeting Room

Wednesday, October 25, 2023 7:00 a.m.

AGENDA:

- * 1. Consider Approval of the August 23, 2023 Meeting Minutes
- * 2. Discuss Statistical Report
 - a. August 2023
 - b. September 2023
- * 3. Consider Formal System Investment Charge Appeal from EDDJ, LLC, 2331 South McKinley Street
- 4. Other Business
- 5. Adjournment

Additional Information:

- A. Agendas and approved minutes of the Central Wyoming Regional Water System Joint Powers Board can be accessed on their website, www.wyowater.com, under the News & Notices tab, or at the following links:
 - RWS Agendas - <http://www.wyowater.com/board-meetings>
 - RWS Minutes - <http://www.wyowater.com/board-minutes>
- B. Sales Tax Chart

**CASPER PUBLIC UTILITIES ADVISORY BOARD
CITY OF CASPER**

MEETING PROCEEDINGS

August 23, 2023

7:00 a.m.

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, August 23, 2023, at 7:00 a.m. in the Downstairs Meeting Room of City Hall.

Present: President Michael Bell
 Vice President Jim Jones
 Secretary John Lawson
 Member Bruce English
 Council Liaison Steve Cathey

Absent: Member Richard Jay

Staff Present: Interim Public Services Director, Cindie Langston
 Public Utilities Manager, Bruce Martin
 Administrative Assistant III, Janette Brown
 Assistant to the City Manager, Jolene Martinez
 Communications & Marketing Generalist, Rachel Bouziz
 Marketing and Graphics Designer, Kristophor Hutson

Others:

The regular meeting was called to order at 7:00 a.m. by President Bell.

1. President Bell asked for a motion to approve the minutes from the April 26, 2023 meeting.

A motion was made by Secretary Lawson and seconded by Vice President Jones to approve the minutes from the April 26, 2023 meeting as presented. Motion passed.

2. Mr. Martin asked the Board to reference the June 2023 Statistical Report, which is for the end of FY23, shown on the screen. Mr. Martin stated that the Total Gallons Purchased are 275 MG, which is 216 MG less than the five-year average of 491 MG. Mr. Martin stated that Fiscal Year to Date Gallons Purchased are 3.34 BG which 16 MG less than the five-year average of 3.5 BG. Mr. Martin stated that all year production was above average, then the rain hit, and it was all lost.

Mr. Martin stated that there were 20 Water Main Break in FY23 compared to 21 Water Main Breaks the same time one year ago.

Mr. Martin stated there were 16 Sewer Main Stoppages in FY23 compared to a total of 12 one year ago.

Mr. Martin asked the Board to reference the July 2023 Statistical Report on the screen. Mr. Martin stated that Total Gallons Purchased are 531 MG, which is 77 MG less than the five-year average. Mr. Martin stated that this summer has been slow for water sales.

Mr. Martin stated that there were three Water Main Breaks, compared to one last July. Mr. Martin stated that a bore-through at 2nd Street and Elk Street is not included in the report as it was caused by the contractor, and they must pay for the repairs.

Mr. Martin stated that there was one Service Line Break in July compared to three one year ago.

Mr. Martin stated that there was one Sewer Main Stoppage in July compared to two one year ago.

Mr. Martin stated that Total Accounts are 22,556 for July compared to 22,467 one year prior.

Board Member English asked if the fiber optics contractors have hit any other service lines. Mr. Martin stated that they hit a couple of sewer lines and one other water line, but the locate was off on the waterline so the City will have to pay for the repair.

President Bell asked how deep they are boring. Mr. Martin stated that they are boring different depths in every area. Mr. Martin stated that the one on 2nd Street, they were down nine or ten feet to stay below the storm lines. Mr. Martin stated that they measured down to the top of the valve but didn't account for all the dirt on top.

3. Ms. Martinez stated that there is a new Citizen Engagement Effort, and the Communications and Marketing part of it is about a year old. Ms. Martinez stated that Ms. Bouzis started in April of last year and Mr. Hutson started in August of last year. Ms. Martinez stated that Solid Waste and Utilities make up 75% of covering the costs of Ms. Bouzis and Mr. Hutson. Ms. Martinez turned the time over to Ms. Bouzis and Mr. Hutson for their presentation.

Mr. Martin stated that the reason the Communications Team was invited to the meeting today is that in the budgets there is the cost for employees and the Communication and Outreach budget. Mr. Martin stated that he thought it would be great for them to show the Board what they have been working on, and what they do for Utilities. Mr. Martin stated that at one of the last meetings the Board was going through the Meter Service Fee Adjustment Schedule and one of the Board Members brought up that these fees needed to be advertised to the public and these are the folks that put that together.

Ms. Bouzis stated that she is the Communications and Marketing Generalist, and Mr. Hutson is the Marketing and Graphics Designer. Ms. Bouzis stated that she and Mr. Hutson have been with the City for about a year, and previously both worked at Adbay

together for a long time. Ms. Bouzis stated that this is the first time either one had worked with a Municipal Government. Ms. Bouzis stated that they have learned a lot over the last year, but still have a lot to learn.

Ms. Bouzis stated that today they are going to speak about what they have done for CPU in the last year. Ms. Bouzis stated that a big portion of their work is dedicated to CPU.

Ms. Bouzis stated that they will talk today about who their target audience is. Ms. Bouzis stated that sometimes their target audience is the entire City of Casper, sometimes it's just utility customers, sometimes it is a lot more specified than that.

Ms. Bouzis stated that a big project they have been working on City wide is the website. Ms. Bouzis stated that they wanted to rethink the City's website. Ms. Bouzis stated that a lot of research has been done on this over the last year. Ms. Bouzis stated that there are approximately 8,000 weekly visitors to the City website, and about half of those visitors go directly to the Utilities page to pay their bill. Ms. Bouzis stated that they discovered that people generally were not happy with the Utilities page as there is a ton of information, the text is tiny, and the tiny link at the bottom is where you would go to the third-party vendor to pay your bill. Ms. Bouzis stated that is a lot of scrolling to do to get there, especially if you are on your phone. Ms. Bouzis showed the Board the updated Utilities page and reviewed it. Ms. Bouzis stated that the new page is more functional.

Ms. Bouzis stated that they have also worked quite a bit with Customer Service. Ms. Bouzis showed the Board different mailers that were sent out over the past year, including the flyer with the updated Meter Service fees. Ms. Bouzis stated that they had Customer Service compile a list of customers that are frequently late paying their bills and sent them a big postcard with the new Meter Service fee schedule, with one side that showed a scenario of what the fees would be if they were late or missed paying their bill. Ms. Bouzis stated that the other side of the postcard had information for the customers if they are struggling to pay their utility bills and needed assistance.

Ms. Bouzis stated that an e-blast was sent out to customers that use credit cards to pay their bills which showed the updated credit card fees.

Ms. Bouzis stated that the MS4 report was completed last year with assistance from Ms. Johnston and the Stormwater team. Ms. Bouzis stated that a lot of the initiatives were updated, and a few new initiatives were added. Ms. Bouzis stated that last year there were 2.3 M impressions and that included website, social media, and digital advertising. Ms. Bouzis stated that there were 296 volunteers that picked up more than two tons of trash. Ms. Bouzis stated that we are on track to exceed these numbers on the next MS4 report.

Ms. Bouzis stated that one of the new initiatives that will be on the next MS4 report is basic stormwater information. Ms. Bouzis stated that she and Mr. Hutson, as new municipal employees, had never heard of stormwater, and are not familiar with it at all. Ms. Bouzis stated that they are working on the assumption that a lot of the citizens are in the same position as them. Ms. Bouzis stated that a big goal of theirs is to get people to

recognize the term “stormwater” and then have some idea of what that is. Ms. Bouzis stated that they created a fun, silly little quiz that was in a lot of places and if you completed the quiz, you could be entered to win one of three \$100 gift cards. Ms. Bouzis stated that this was distributed among the Google ad network and was on thousands of websites and on Oil City News, and ads were also in the movie theaters. Ms. Bouzis stated that there were approximately 3,000 people click into the ad, but the big win was there was a captive audience for 6.5 minutes, and there were 362 people complete the quiz and give us their email address so we can communicate with them in the future.

Ms. Bouzis stated that there were also more general stormwater information and graphics that explained what stormwater is.

Ms. Bouzis stated that it was their goal to revamp the existing education materials for stormwater. Ms. Bouzis stated that “Cease the Grease” was broken down to “Cool, Contain, Trash” and ads were run during the holiday season. Ms. Bouzis stated that these were social media and Google ads.

Ms. Bouzis stated that the CPU team was concerned about frozen pipes during the December freeze, so they wrote a poem based on “The Night Before Christmas” about what to do to prevent frozen pipes. Ms. Bouzis stated that they got thousands of views as K2 and Oil City both ran stories on the poem.

Ms. Bouzis stated that “Wipes are Trash” was known as “No Wipes in the Pipes”. Ms. Bouzis stated that there are two types of audience for this program; colorful graphics were used on the digital ads and the website was updated. Ms. Bouzis stated that for the targeted audience, there were a couple of healthcare facilities that were having clogging issues. Ms. Bouzis stated that stickers and laminated posters were given to the facilities to put in the bathrooms to remind employees not to flush wipes.

Ms. Bouzis stated that “No Clutter in the Gutter” was changed to “Sweep up Your Dirt”. Ms. Bouzis stated that this is a big educational component, as most people have no idea that you aren’t supposed to sweep dirt down the drain. Ms. Bouzis stated that there is also the component of who will be willing to change their lifelong yard work habits to be more environmentally conscious. Ms. Bouzis stated that they picked two targeted environmentally conscious audiences, millennial males that are homeowners and volunteers that clean up litter.

Ms. Bouzis stated that different tactics were implemented for “Scoop the Poop”. Ms. Bouzis stated that in previous years there had been a Spokes Dog contest, but they have moved away from that. Ms. Bouzis stated that they wanted to speak more to the poop issue. Ms. Bouzis stated that over the summer, she and Mr. Hutson went out a handful of times with spray paint to Lake Makenzie and Morad Park and spray-painted leftover piles of poop. Ms. Bouzis stated that turf paint is used so that it washes away. Ms. Bouzis stated that the number of piles is tracked each month year after year to see if there is any difference.

Ms. Bouzis stated that bright signs are posted that emphasize that it is breaking the law when you don't clean up after your dog.

Ms. Bouzis stated that they worked with Metro and had seven or eight dogs in the parade last summer. Ms. Bouzis stated that dog poop scoops and dog treats were given out during the parade.

Ms. Bouzis stated that last year was the first "Pooch Pool Party" that was held at Washington Park pool. Ms. Bouzis stated that the chlorine is drained after the season is over and they invited the dogs to come in. Ms. Bouzis stated that this event sold out last year in ten minutes; there were 30 dogs at the pool party. Ms. Bouzis stated that this year the pool party will be held at Mike Sedar pool, which can accommodate up to 160 dogs with two sessions. Ms. Bouzis stated that there will be a Scoop the Poop booth where the "I Scoop Dog Poop" bags, bright orange tennis balls, and pup cups will be given out in exchange for signing the Scoop the Poop Pledge.

Ms. Bouzis stated that in the middle of July, a message was sent out on social media regarding water conservation. Ms. Bouzis stated that the message was to water just a little less. Ms. Bouzis stated that if you water for 18 minutes instead of 20 minutes, your lawn will look the same, but your water bill will be lower, and you won't use as much water.

Board Member English stated that was a great presentation.

Council Liaison Cathey suggested that the "Sweep up the Dirt" literature be sent to all the contract lawn service companies. Ms. Bouzis stated that was a great suggestion.

Mr. Martin thanked the Communications Team for their presentation.

4. In Project Updates:

- a. Poplar Street West Collins to Yellowstone: This was part of the WYDOT 1st and Poplar Project that was going to redo the 1st and Poplar intersection as well as the bridge over the river. WYDOT went out to bid a couple of times, but bids came in way over the budget. WYDOT is now looking to narrow the scope of the project by breaking it up into pieces. Under design by CEPI/WYDOT – Midwest to Yellowstone water main replacement out to bid soon.
- b. 1st and Poplar Sewer Relocation: This project will relocate the 1st and Poplar lift station and the force main to the north side of 1st Street and bore under the river. Under design by CEPI.
- c. Poplar Street CY to Collins: Under design by WWC Engineering / WYDOT
- d. Westridge Improvements Project: LAD for Westridge Drive, Westridge Terrace, Westridge Circle, Westwood Hill area. Awarded to Treto Construction. Equipment will be moved on sight any day.
- e. Coffman Avenue Improvements Project: Under Construction by Knife River. This project is from 25th Street to Skyridge. Watermain and sewer repair work will be completed.

- f. K Street St. Mary to Bryan Stock Trail: Water main work as well as some sewer. Under design by WWC. This section was mostly designed and permitted by DEQ, but then more water main work was added. Design on the additional water main work will be submitted to DEQ to update the permit.
- g. Midwest Avenue Walnut to Poplar: Water main replacement from Chestnut to Poplar and sewer point repair work. Under design by WWC. Should be going out to bid shortly.
- h. Bryan-Evansville Road Improvements: Bryan Stock Trail to Hereford Lane, road reconstruction and manhole work on the North Platte Sanitary Sewer. WLC was chosen for the design of the project.
- i. North Platte Sanitary Sewer Rehabilitation Project – Under Construction by Insituform. This project has been completed with an \$8 Million SRF loan which includes 25% Principal Forgiveness.
- j. WWTP Boiler Project: Under construction by Sheet Metal Specialties. Multi-year project as there were fire code issues, and issues getting equipment. HVAC units and boiler are installed. The boiler runs on methane and natural gas. There have been issues switching between the two gases. The boiler needs to be fine-tuned.
- k. WWTP Transformer Replacement Project: Under contract with ITC Electrical Technologies. During the generator project, staff found out the transformer was bad and needed to be replaced. Waiting on the transformer to arrive, which should be in October or November.
- l. WWTP Secondary Rehabilitation Project, Phase 2: Under construction by Meyers & Son Construction. This project was fully designed and put out for bid previously twice but came in over budget both times. The project was broken into phases. A \$1 M ARPA Grant was awarded for this project. The engineer estimate for the project was \$3 M, but the bid came in at \$5 M. Only a portion of the project was awarded, with the alternate bid to line the pipe. Another round of ARPA funding is available and another application for funding for this project was submitted. If funding is received in time, Meyers and Son will be worked with to pick up the other portion of the project, which is the Return Activated Sludge Pump room piping replacement. If funding is not available, the project will be scaled back.
- m. WWTP MCC Replacement Project: Designed by Jacobs Engineering in 2018 – 2019. Bids came in higher than expected, so this was shelved. Now that the Secondary Rehab Project is underway, this project is being considered. An application for ARPA funding was submitted and \$2 M was awarded. This project will go out to bid in the next few weeks.
- n. Standard Specification Update: In progress with CEPI. Last time was updated was 2006. Nearing completion.
- o. Water and Sewer Cost of Service Study: Done in 2018 and included a recommendation to move to tiered water rates. Engaging with Raftelis Financial Consultants to update the study with a focus on moving to tiered water rates. Working on getting the contract in place. The scope of the project will include a presentation to the Board.

Board Member English asked if any of the ARPA funds have been released yet. Mr. Martin stated that the grant for the Secondary Rehabilitation Project has been signed by the AG and reimbursement requests can be submitted. Mr. Martin stated that the MCC Replacement Project agreement has not been signed by the AG as of yet. Mr. Martin stated that the money has to be encumbered by October 2024, with the construction completed by October 2026.

President Bell stated that the newspaper stated that Casper was given \$248,000 for sewer and storm sewer work. Mr. Martin stated that was mostly the smaller communities and not Casper.

Board Member English asked if the work on Midwest to Walnut waterline is being done in conjunction with the road work. Mr. Martin stated that it is.

Council Liaison Cathey asked if part of the waterline in Chestnut will be replaced. Mr. Martin stated that it will be done with this project as it is from Chestnut to Poplar. Mr. Martin stated that the Chestnut intersection will be done out to the edge of the project limits.

Vice President Jones stated that it sounds like all the projects put out for bid are coming in over budget.

Council Liaison Cathey stated that the Coffman Project is up \$600,000 over the previous bid and over 80% of it is materials. Mr. Martin stated that a big piece of the Secondary Rehabilitation Project is the bypass pumping, and that cost came in much higher than expected.

President Bell stated that suppliers did not used to quote PVC materials in times like these except for three or four weeks out and asked if this is still going on. Mr. Martin stated that quotes for materials are mostly only good for seven to ten days. Mr. Martin stated that it is hard to get a contract in place before the quote expires.

Board Member English asked if the availability of materials is getting better. Mr. Martin stated that there are delays for months on some of the materials. Mr. Martin stated that the manufacturing companies are having issues getting components to build equipment.

5. In Other Business:

- a. Mr. Martin asked the Board to reference the One Cent Tax chart on the screen. Mr. Martin stated that the amount of One Cent Tax received in July was over projection and August is below projection. Mr. Martin stated that so far for FY24, it is about \$45,000 below what was projected. Mr. Martin stated that he thinks everyone is feeling the pinch.

- b. Council Liaison Cathey stated that the Casper Mayor is going to the public comment session on the Rocky Mountain Power increase tomorrow night. Secretary Lawson stated that this issue also has the Governor's attention. Council Liaison Cathey stated that the information given to Council last night says that since 2021 the cost of natural gas has increased 89%. Council Liaison Cathey stated that he can pull up the chart and show that is not so. Council Liaison Cathey stated that if you compare the lowest cost to the highest cost in that time period, it might be that high.

A motion was made by Board Member English and seconded by Secretary Lawson to adjourn the meeting at 7:44 a.m. Motion passed.

Secretary

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
AUGUST 2023**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	516,289,945	530,850,211	626,263,222	1,047,140,156	1,066,821,994
NEW SERVICES	8	8	6	16	25

** Billed to Casper by Central Wyoming
Regional Water System Joint Powers
Board starting October 1, 1997.*

PRECIPITATION (Inches)	1.01	1.33	1.99	2.34	2.62
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REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	5	3	8	8	3
SERVICE LINE BREAKS	1	1	4	2	7
SEWER MAIN STOPPAGES	0	1	0	1	2

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	19,974	19,965	19,918
COMMERCIAL (WATER & SEWER)	1,697	1,700	1,683
OUTSIDE CITY (WATER RES)	502	500	499
OUTSIDE CITY (WATER-COMM)	134	131	134
IRRIGATION ONLY	262	260	265
TOTAL NUMBER OF ACCOUNTS	22,569	22,556	22,499

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
SEPTEMBER 2023**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	417,046,104	516,289,945	419,591,529	1,464,186,260	1,513,882,246
NEW SERVICES	5	8	6	21	31
<i>* Billed to Casper by Central Wyoming Regional Water System Joint Powers Board starting October 1, 1997.</i>					
PRECIPITATION (Inches)	0.59	1.01	0.81	2.93	3.41

REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	3	5	1	11	7
SERVICE LINE BREAKS	6	1	2	8	9
SEWER MAIN STOPPAGES	2	0	1	3	2

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	19,997	19,974	19,916
COMMERCIAL (WATER & SEWER)	1,693	1,697	1,670
OUTSIDE CITY (WATER RES)	500	502	499
OUTSIDE CITY (WATER-COMM)	131	134	136
IRRIGATION ONLY	258	262	266
TOTAL NUMBER OF ACCOUNTS	22,579	22,569	22,487

October 17, 2023

MEMO TO: Michael Bell, President
Members, Casper Public Utilities Advisory Board

FROM: Tom Brauer, Chief Operating Officer
Bruce Martin, Public Utilities Manager

SUBJECT: Consider Formal System Investment Charge Appeal from EDDJ, LLC,
2331 S McKinley Street

Meeting Type & Date

CPU Advisory Board Meeting
October 25, 2023

Action Type

Appeal Ruling

Recommendation

That the CPU Advisory Board consider and issue a ruling on the formal system investment charge appeal from EDDJ, LLC, 2331 S McKinley Street.

Summary

EDDJ, LLC, owners of 2331 S McKinley Street, are appealing system investment charges included on their August 2023 utility bill. Per City Ordinance, the owners submitted a written appeal to the Financial Services Director; no satisfactory settlement was reached. The owner wishes to continue the appeal process by now appealing to the CPU Advisory Board.

City Ordinance authorizes system investment charges and outlines utility bill appeals, in part, as follows:

City Ordinance, 13.05.050 B. - New Construction:

Any applicant who desires a water and/or sewer connection generating water or wastewater demand shall pay water distribution, wastewater collection and wastewater treatment plant system investment charges, regional water system investment charges, lateral charges for water and sewer mains, recapture charges, water service line charges, water meter charges, sewer tap charges, special subdivision charges, and other ancillary charges as appropriate in the manner set forth in this title and as set forth by resolution of the city. Special subdivision charges and recapture charges shall be paid and calculated in the manner set forth in the applicable subdivision agreement or water and sewer contract with the developer.

City Ordinance, 13.03.070 C. - Discontinuance of Service:

If water service is disconnected because of any misrepresentation, deliberate meter tampering, curb stop tampering or unauthorized connections, service may be restored after the city has

received payment for water used, damages to materials, reconnection charges, proper system investment charges and other fees and costs incurred by the city.

City Ordinance, 13.03.130 - Appeals:

Bills and adjustments may be appealed to the financial services director or his/her designee within thirty days of the bill date or adjustment date. If satisfactory settlement is not reached within thirty days, the customer may appeal to the Casper utilities advisory board by submitting a written request to the financial services department. If satisfactory settlement is not reached within thirty days with the Casper utilities advisory board, the customer may appeal to the city council by submitting a written request. All decisions made by the city council will be final.

If no satisfactory settlement is reached through this meeting of the Board, the owners may appeal to the Casper City Council where all decisions will be final.

Financial Considerations

System Investment Charges in the Amount of \$7,386.00

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Correspondence between EDDJ, LLC, Owner, and Jill Johnson, Director of Financial Services

EDDJ, LLC
2122 Linda Vista Drive
Casper, WY 82609

Sept 6, 2023

Ms. Jill Johnson, CPA, CPFO
Director of Financial Services
City of Casper
200 N. David St
Casper, WY 82601
jjohnson@casperwy.gov

Dear Ms. Johnson:

This letter is regarding a bill in the amount of \$7386.00 for System Investment Charges at 2331 S McKinley Street. We are appealing these fees.

We purchased this property the end of 2022. Since January 2023, Garden Gate Real Estate has been managing the property for us, which has four, one-bedroom units under one roof with 2331/2341 S McKinley as the addresses.

We asked our property manager, Sharon Hubbard, to investigate why our water bill was so low for our property and why our bill did not change from month to month. She contacted CPU and it was determined the electric sender on the meter was not working so that was repaired. In the process of this repair, it was discovered that 2331 S McKinley did not have a water meter.

On June 13, 2023, we met with Mike Dean from CPU at our property to discuss his findings. He explained we needed to have a plumber run a pipe for a water meter/backflow preventer and have a meter installed. Mr. Dean also informed us there were no records indicating the System Invest Charges for this property were ever paid for this unit and we were responsible for these fees, **despite the fact that the building was built in 1982**. He directed us to Janet Brown for further discussion regarding this matter.

We went directly from our property to Ms. Brown's office, and she stated we needed to speak with Bruce Martin who was not readily available.

The following day, on June 14, 2023, we made contact with Mr. Martin via telephone who reiterated what Mr. Dean had stated regarding the required plumbing work and also the System Investment Charges. When we asked who we should speak to in order to resolve these fees, he directed us to Andrew Beamer.

Contact was made with Mr. Beamer on June 14, 2023, via telephone. Mr. Beamer suggested we focus on getting the plumbing/meter/backflow preventer issues addressed now and address the System Investment Charges at a later date. We agreed to his suggestion and promptly paid to have the meter and backflow preventer installed, which cost us nearly \$1500.00.

After Mr. Beamer retired, we were instructed to follow up with Mr. Martin, who informed us we would not be able to appeal the System Investment Charges until they showed up on our monthly bill. That has now occurred, and Mr. Martin instructed us to contact you regarding our appeal.

We give you all this history so you can see we have acted in good faith from the very beginning, despite our frustration. Clearly, these issues should have been taken care of when the building was built in 1982, long before we owned the building.

While waiting for the System Investment Charges to appear, we requested all records from the City of Casper for 2331/2341 S McKinley St. We received the following: a copy of a water heater install permit, a copy of the Holiday Addition Subdivision, a copy of the Sewer Line Easement from 1964 and a signed letter from Justin Scott stating the City of Casper had no inspection records for either address; and due to the age of the building there were no Certificate of Occupancy Records available.

Clearly, the records for these properties are incomplete. This leads us to question whether the fees were previously paid as there is no record indicating that it was not paid. Likewise, there is no record that the City of Casper has attempted to collect such fees in the past 40 plus years. We are requesting the City of Casper show good faith and remove these charges totaling \$7,386.00.

If you would like to meet in person to discuss this issue, we would be happy to oblige. Please contact Jack Miller at (307) 262-7469 or jmiller@cls-inc.com for further communication.

Respectfully,

EDDJ, LLC
Jack and d'Ann Miller
Eric L and Donna H Miller

The image shows two handwritten signatures. The first signature is written in cursive and appears to be 'd'Ann Miller'. The second signature is also in cursive and appears to be 'Donna H. Miller'. There are some scribbles and overlapping lines between the two signatures.



September 20, 2023

EDDJ, LLC
Jack Miller, et al
2122 Linda Vista Drive
Casper, WY 82609

RE: Appeal of System Investment Charges at 2331 S McKinley Street - \$7,386.00

Dear Mr. Miller,

Thank you for providing the detailed letter of September 6, 2023 regarding the situation related to 2331 S McKinley Street. I understand your frustration and appreciate your patience as I have gathered information regarding your unique situation.

I would like to reiterate the situation as I understand it.

- The property at 2331 is a 4 plex which has an address for each side of the 4 plex, 2331/2341.
- The property was built in 1982.
- You purchased the property at the end of 2022.
- The address 2341 S McKinley had 0 usage on the meter since you purchased it and you had your property manager reach out to the City to report the issue.
- The meter service team checked the meter in June and determined the meter was not sending the correct read; the meter was replaced and the work was completed on 6/9/2023. You were billed for the water usage which was being recorded on the meter from the time you purchased the property.
- At the time the meter services team was working on the meter at 2341, they shut off the water using the curb stop but noticed the water was not turned off on the 2331 side of the 4 plex. At this time, they investigated and found another water service without a meter.
- The City required the service at 2331 to be metered and you paid for the installation of a meter at this address in the amount of \$1,500.
- Research completed by Casper Public Utilities identified that the system investment charges for 2331 had not been paid.
- The system investment charges were added to the August bill which is what you are appealing.

FINANCIAL SERVICES DEPARTMENT

123 W. 1st Street | Casper, WY 82601 | Phone: (307) 235-7570 | www.casperwy.gov

Casper Public Utilities has records dating back to early 1900s. A search of investment charges being paid at 2331 S McKinley did not turn up any confirmation.

While the circumstances which got us to this point are unknown, we need to ensure the rate payers of the City are protected and each water connection, through the system investment charges, contributes to the maintenance and improvements to the water and sewer infrastructure so the City's systems can provide reliable services to the citizens.

Ordinance 13.05.050(D) provides for this circumstance whereby all appropriate charges must be paid. As the system investment charges have not been paid, they are due per the ordinance. I understand that the Public Services Director made an exception in that you were not required to pay the charges prior to the meter being installed.

Per Ordinance 13.05.050(D):

All existing water and sewer connections that may need new water service lines, water meters, new sewer taps, or other services shall pay the appropriate charges prior to receiving the service.

In addition to the system investment charges, there is also the fact that the property at 2331 S McKinley has been receiving free water for 40 years; basically, the rate payers of the City of Casper have been subsidizing the water and sewer for this property. We estimated the usage using the new customer's sewer rate of 7,000 gallons which is based on the average household in the City. We averaged the price per gallon which brings a total subsidy to your property over the 40 years to be approximately \$19,322 for water and sewer.

In understanding that you just purchased the property in December of 2022, I am increasing the amount owed to include water and sewer services at 2331 S McKinley from January through July at the current rate of \$89.68 per month (charges on the September bill) for a total of \$627.76. Additionally, the August bill did not bill for any usage so it appears you were under charged an additional \$19.06. The total additional costs for water and sewer services at this property would come to \$646.82.

For statement id 917074, the system investment charges would stay in the amount of \$7,386.00 and the water, sewer and trash charges from January through July at \$89.68 per month (total \$627.76) plus the additional usage charge of \$19.06 due to the read being 0 on this bill would increase your bill by \$646.82 for a total of \$8,103.44. You have already paid the usage charges of \$70.62 which reduces the amount due to \$8,032.82.

FINANCIAL SERVICES DEPARTMENT

If you agree with the proposal, please let me know. Upon your agreement, we will make the proposed adjustments and send you an updated bill. If you disagree with the proposal, you may appeal to the Casper Public Utilities Board by providing written request to me. Upon receipt of your request to appeal to the Casper Public Utilities Board, the appeal will be added to the agenda of their next meeting.

Sincerely,

Jill Johnson, CPA, CPFO
Financial Services Director

cc: Bruce Martin, Public Utilities Manager, City of Casper

Jill Johnson

From: Jack Miller <jmiller@cls-inc.com>
Sent: Thursday, October 12, 2023 2:36 PM
To: Jill Johnson
Cc: mtserenity@yahoo.com; LovedbyJesus777@proton.me
Subject: RE: 2331 - 2341 S Mckinley

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Johnson,

We have received your Certified Letter RE: System Investment Charge that has been applied to 2331 S. Mckinley as well as the additional costs you are applying. Please take this e-mail as our response – We are continuing on in the Appeal Process and await your response as to how and when we move to the next step.

Respectfully,
Jack Miller

From: Jill Johnson [mailto:jjohnson@casperwy.gov]
Sent: Wednesday, September 6, 2023 10:39 AM
To: Jack Miller
Cc: mtserenity@yahoo.com; LovedbyJesus777@proton.me
Subject: RE: 2331 - 2341 S Mckinley

Mr. Miller,

There is not any requirement in ordinance to require a certified letter. I believe most people send that way to establish the date the City receives the letter which must be within 30 days of the bill date. Additionally, I have 30 days from the date of your appeal letter to provide a satisfactory settlement.

Email can establish all these dates very easily. If you choose to send the certified letter, that will be up to you. I will work on your appeal to the timelines starting with today which is when I received your letter.

Thank you and I am hopeful we can determine a settlement that works for us both.

Jill Johnson, CPA, CPFO
Director of Financial Services
City of Casper
200 N David St.
Casper, Wyoming 82601
(307) 235-7570



Certification. Career. Community.

All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

From: Jack Miller <jmiller@cls-inc.com>
Sent: Wednesday, September 6, 2023 10:08 AM
To: Jill Johnson <jjohnson@casperwy.gov>
Cc: mtnerenity@yahoo.com; LovedbyJesus777@proton.me
Subject: Re: 2331 - 2341 S Mckinley

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, do I need to send the certified letter?

Sent from my iPhone

On Sep 6, 2023, at 9:59 AM, Jill Johnson <jjohnson@casperwy.gov> wrote:

Thank you Mr. Miller. I will review the documentation you have provided and will get back to you if I have any questions.

Jill Johnson, CPA, CPFO
Director of Financial Services
City of Casper
200 N David St.
Casper, Wyoming 82601
(307) 235-7570

<image001.png>

<image002.png>

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From: Jack Miller <jmiller@cls-inc.com>
Sent: Wednesday, September 6, 2023 9:21 AM
To: Jill Johnson <jjohnson@casperwy.gov>
Cc: Jack Miller <jmiller@cls-inc.com>; mtnerenity@yahoo.com; lovedbyJesus777@proton.me
Subject: 2331 - 2341 S Mckinley

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Johnson,

My name is Jack Miller. My partners and I would like to formally appeal a System Investment Charge that has been applied to 2331 S. Mckinley. Please find the attached Appeal letter as well as supporting documentation. We will be following this up with a signed original of the Appeal letter as well as copies of the supporting documents to be sent by Certified Mail.

Respectfully,

<image003.png>

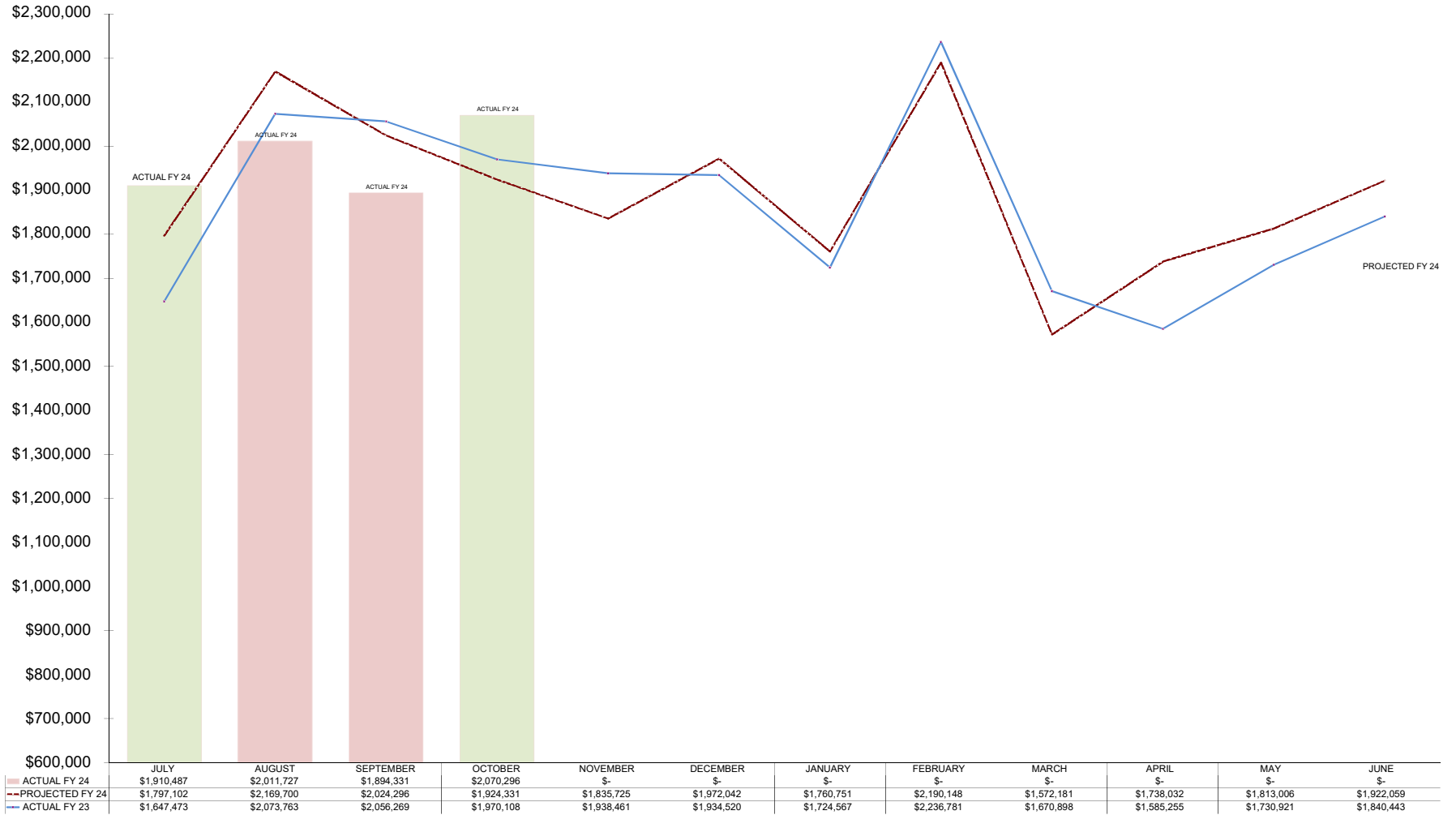
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Sales Tax FY 2024 Versus Projection and Prior Year



	<u>ACTUAL FY 23</u>	<u>PROJECTED FY 24</u>	<u>ACTUAL FY 24</u>
YTD TOTAL	\$ 7,747,614	\$ 7,915,430	\$ 7,886,842
YTD VARIANCE			\$ (28,588)
		% Difference	In Dollars
CHANGE FROM FY24 PROJECTED TO FY24 ACTUAL-SAME MONTH		7.59%	\$145,965
CHANGE FROM FY24 PROJECTED TO FY24 ACTUAL-YEAR TO DATE		-0.36%	-\$28,588
CHANGE FROM FY23 ACTUAL TO FY24 ACTUAL-SAME MONTH		5.09%	\$100,188
CHANGE FROM FY23 ACTUAL TO FY24 ACTUAL-YEAR TO DATE		1.80%	\$139,228

**Additional
Information
"B"**