

INFORMATION PACKET

Friday, October 13, 2023



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CITY OF CASPER DOCUMENTS & INFORMATION

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BOARD MEETINGS AND AGENDAS

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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 17, 2023 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting City Council - Ward I Interviews (Beginning Time TBD)					
Executive Session - Personnel					C
Appointment & Oath of New Councilor					C
Bright Spot: Senior Sidewalkers					
Approval of 10/3 Minutes					C
EPH - Ordinance Approving a Zone Change of 350 and 410 SE Wyoming Blvd, from PUD to C-2	C				
Establish November 17, 2023, as the Public Hearing Date for Bar and Grill Liquor Licenses.	C				
Public Hearing - City's application to the Wyoming Business Council's BRC Community Readiness Grant for the North Platte Park Foundational Infrastructure Project.		N			
2nd Reading: DUI Ordinance			N		
2nd Reading: Camping Ordinance			N		
2nd Reading: Parking & Dwelling Restriction Ordinance			N		
WAM Resolutions - Tabled from 10/3					N
Authorizing Contract for Professional Services with AlSCO Inc., for Providing Professional Laundry Services to the Public Services and Support Services Departments.				C	
Parks and Rec Master Plan				C	
Approving a grant award in the total amount of \$57,530.99 from WYDOT Highway Safety Program for the enforcement and reduction of impaired driving.				C	
Approve a Grant Award in the Total Amount of Fifty-Eight Thousand, Two Hundred Eighty-Two Dollars and 72/100 (\$58,282.72) Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program for the Enforcement of Seat Belt Use to Reduce Unbelted Injuries				C	
Approve a Grant Award in the Total Amount of Fifty-Seven Thousand, Five Hundred Thirty Dollars and 99/100 (\$57,530.99) Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program for the Enforcement and Reduction of Impaired Driving				C	
Sponsorship & Naming Rights for City Facilities Agreement				C	
Authorize an amendment to the Blade Server Replacement and Upgrade contract with ConvergeOne Inc. for a timeline extension.				C	
Appointing One (1) New Member, Sarah Bieber, to Casper's Council of People with Disabilities for a Term of Three (3) Years Beginning October 17, 2023.					C
Approving the Purchase of 14 Motorola All Band Portable Radios from Motorola Solutions in the Amount of \$74,385.31.					C
Change of Corporate Ownership for Bar and Grill No. 8, Marco's Coal Fired Pizza Casper, LLC d/b/a Racca's Pizzeria Napoletana, Located at 430 South Ash Street.					C
Authorizing the Discharge of Local Assessment District Lien Regarding 2904 Coulter Drive, Casper, Wyoming, in the Amount of \$4,247.54.					C

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
Ford Wyo Center Part 2	Direction Requested	4:55	30 min
Golf Rates	Direction Requested	5:25	20 min
Business Incentive Options	Information Only	6:45	30 min
Liquor License Incentive and Responsible Sales Program & Crime Statistics	Direction Requested	6:00	40 min
Code Enforcement Follow-up Part 1 (Assessment of Vehicle Towing Fees)	Direction Requested	6:05	40 min
Agenda Review		7:15	20 min
Legislative Review		7:35	20 min
Council Around the Table		7:55	20 min
Approximate Ending Time:			8:15

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
Bright Spot: Epilepsy Foundation Proclamation					
Public Hearing: Bar & Grill License - America		N			
Public Hearing- Bar and Grill License - Rialto					
Public Hearing - Bar & Grill License Old Town					
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		
988 Program Resolution					

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
Agenda Review		7:15	20 min
Legislative Review		7:35	20 min
Council Around the Table		7:55	20 min
Approximate Ending Time:			8:15

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					
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		4:35	20 min
Center Street Underpass		4:55	45 min
Agenda Review		5:40	20 min
Legislative Review		6:00	20 min
Council Around the Table		6:20	20 min
Approximate Ending Time:			6:40

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Formation of Additional Advisory Committees			
Livability/Marketing Follow-up			
Special Event Permitting Process			
One Cent Funding Application Process Debrief			
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
Utility Rate Model Review	December 12, 2023		
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:

Executive Session: Personnel	12/5/2023		
Establish Public Hearing: FY25 Budget	6/4/2024		
Public Hearing: FY25 Budget Adoption	6/18/2024		
Urban Forestry Grant			

Unpaid Utility Ordinance

Retreat Items:

Economic Development and City Building Strategy



**AMOCO REUSE AGREEMENT
JOINT POWERS BOARD**

2435 King Blvd, Suite 249
Casper, WY 82604
(307) 472-5591



renee@arajpb-casper.org

AMOCO REUSE AGREEMENT JOINT POWERS BOARD

MEETING MINUTES

6:00 p.m. Wednesday, September 13, 2023
2435 King Blvd, Big Horn Conference Room, Casper, WY 82604
and by Zoom

Present: Rob Hurless, Jim DeGolia, Larry Madsen, Amy Freye, Jeff Goetz, Amber Pollock, and Terry Lane

Excused Absence: John Lee, Steve Freel

Others Present: *Matt Reams (Three Crowns) and Executive Director Renee Hahn

With a quorum in attendance, the meeting was called to order at 6:00 p.m. by Chairman Hurless. All attendees were asked to participate in the Pledge of Allegiance.

1. Minutes from August 9, 2023 Meeting

A motion was made by Mr. Madsen and seconded by Mr. Lane to approve the Minutes of the August 9, 2023 Meeting. There being no further discussion, the Board proceeded to vote. The motion carried with all voting members in attendance voting to accept the Minutes as presented. (Copy of Minutes on file.)

2. Approval of September 13, 2023 Treasurer’s Report

Details of investment accounts, the checking account and the various vouchers listed on the Treasurer’s Report as of September 13, 2023 were presented by Mr. Madsen.

A motion was made by Mr. Goetz and seconded by Mr. DeGolia to approve the Treasurer’s Report of September 13, 2023, containing the financial report of the investment funds, checking account and interest accrued, as well as the authorization for payment of all vouchers listed on the report. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

Investment/Financial Committee

Mr. Madsen then explained the investments.

The August 2023 monthly financial statement draft by Lenhart Mason was presented by Mr. Madsen. He inquired if any of the Board had questions. No questions were asked.

Mr. Madsen reported that he and Mr. Lane from the Financial Committee decided to move the matured Treasury Note from Peaks to Wyoming Class for at least for the next couple of months to determine what the market will do with the interest rates prior to investing in a new security.

3. Committee Reports

- **Three Crowns**

Mr. Reams stated “We are approximately \$90,000 dollars ahead of plan, though the financials have not yet been produced and as a result substantial Food & Beverage revenue and profit shortfalls due to renovation delays have not yet been fully accounted for.”

The Refinery has now increased their serving staff, and bar tenders, in addition to hiring a chef for the grand opening.

Rounds are about 500 ahead of year-to-date budget despite poor weather earlier in the season. The golf revenue is also up since most of the rounds were from daily fees opposed to memberships.

Maintenance has also increased their staff to assist with the course and the new landscaping around the club house. The new sod around the club house will be installed on Monday along with the irrigation. Bunker improvement will start in fall and the plans include to revamp 3-5 bunkers; size dependent.

Fall Season Passes are on pace with the budget.

Mr. Reams shared that there will be a retirement party at the Refinery on Saturday for 56 people.

The final Occupancy Permit should be confirmed with a Thursday afternoon inspection, with a back-up plan for a Friday inspection, if need be.

Ms. Pollock has generously been helping on the bar being on-site this Thursday to help with the bar staff training, as well as the creation of a few specialty drinks for the club and whatever else is needed.

Mr. Reams informed the Board that the restaurant will have a ‘soft opening’ on Sunday the 16th through the 23rd. There is another planned event on September 24th for members with live music and a buffet scheduled. With support from The Chamber of Commerce, a Ribbon Cutting and Grand Opening of The Refinery Restaurant and Bar will be on September 28th in the afternoon. Mr. Reams asked the Board to continue to show their allegiance and attend the ceremony and to encourage their families, friends and patronize The Refinery and to post favorable social media reviews.

*Mr. Reams exits the meeting at 6:28 p.m.

- **Architectural Review**

No Report.

- **PRC**

Ms. Hahn updated the Board on the status of the Work Plan on the Fire Department site. In addition, she informed them that WYDOT has determined to bid out the work between Collins Street and the North Platte River for sewer replacement and other work. Following with the update on working with BP and Jacobs on getting drafts documents prior to and other work submitted to WDEQ as well as schedules and timelines from BP.

- **ARAJPB Development**

Mr. DeGolia shared that the most of the reporting had been completed by Ms. Hahn. to update the Board on the Status Report that was sent out prior to the meeting.

- **Executive Committee**

Mr. Hurless shared information on the discussions from the Execution Committee Meeting. He updated the Board that the Landscapes Contract had now been signed.

Mr. Hurless announced that Mr. DeGolia and Ms. Hahn had met with Mr. Murdock to discuss the possibility of engaging in a new contract with him as the ARAJPB new Counsel. The discussion included rate negotiations as well as creating this new summary and reference documents regarding creation of rights and responsibilities of parties to the Amoco Reuse Agreement and the Joint Powers Board.

A motion was made by Mr. Lane and seconded by Mr. Goetz to approve and consummate the new contract and services being offered by Mr. Murdock. There being no further discussion, the Board proceeded to vote. The motion carried with all members in attendance voting to accept the report.

Mr. Hurless informed the Board that a document will be created with the help of Jacobs Engineering and Mr. Murdock and shared with BP and WDEQ to reset the stage on being partners and expecting a place at the table. This will become a “Living Document” for all future Board Members.

Mr. Hurless reviewed the upcoming meetings and office closures.

4. Interaction with City and County Representatives – Specific Issues and Concerns

County Representative Freel was absent due to the County reviewing property tax appeals. In addition, Ms. Hahn shared that Mr. Freel was resigning from ARAJPB because he had a conflict of interest due to his business promoting ARAJPB’s properties. Ms. Hahn shared the Natrona County Counsels opinion that Mr. Freel will be replaced by Mr. Milne as the County Representative beginning at the October Meeting. Ms. Pollock had nothing to report on behalf of the city.

5. Other

No Report.

6. Future Meetings/Agenda

- Three Crowns Committee Meeting – September 21st, 7:30 am, 2435 King Blvd., Big Horn Conference Room. This meeting will most likely be moved and be held at Three Crowns for this meeting only.
- Regular Board meeting – October 11th, 6:00 pm at 2435 King Blvd., Big Horn Conference Room, or via Zoom.
- Three Crowns Committee Meeting – October 19th will be cancelled.

Office Closures:

October 18-20th – Vacation

October 23rd - Vacation

7. Public Comment

There was no public comment.

8. Good of the Order

Mr. Goetz shared information on the growth in Casper with McGinley Innovation and saw great opportunities with manufacturing businesses coming to Casper. Mr. Goetz was informed that McGinley Innovations was a start-up company at the Innovation Center.

9. Adjournment

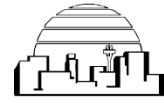
There being no further action by the Board, a motion was made by Mr. Goetz and seconded by Mr. Madsen to adjourn the meeting at 6:54 p.m. The motion carried with all members in attendance voting aye.

Date

Board Officer

Date

Presiding Officer



Downtown
CASPER DOWNTOWN DEVELOPMENT AUTHORITY

Board Meeting
Wednesday, October 11, 2023
11:30AM – 12:30PM
AGENDA

- | | | |
|-------|---|---|
| I. | Establish Quorum and Call Meeting to Order | G. Dixon |
| II. | Review & Approval of Minutes
September 2023 | G. Dixon |
| III. | Review of Bylaws/Attendance | G. Dixon |
| IV. | Public Comments | G. Dixon |
| V. | City Report | K. Gamroth |
| VI. | Financials (DDA & David Street Station)
A) September 2023 Reports
B) October 2023 Payments
C) Motion to Approve Financials | N.Grooms
N.Grooms |
| VII. | Director's Report | K.Hawley |
| VIII. | Committee Reports
A) Executive
B) David Street Station
C) Committee Discussion | G. Dixon
G. Dixon
K. Hawley
G. Dixon |
| IX. | Strategic Plan Discussion & Action Items | G. Dixon |
| X. | Livability Magazine Discssion | K. Hawley |
| XI. | Other Items | |
| XII. | Adjourn | |

Next Meeting November 8, 2023

Note: Board members wishing to discuss confidential information should request all other board members to hold the information in confidence

Downtown Development Authority
Board Meeting Minutes
September 13, 2023
11:35 a.m.

I. Call Meeting to Order

Present: Deb Clark, Tim Schenk, Kerstin Ellis, Nicholas Grooms, Tony Hagar, Will Reese, Kyle Gamroth, Shawn Houck

Staff: Kevin Hawley, Brooke Montgomery, Brea Price

Guests: Liz Becher, Rhonda Schulte

Excused: Greg Dixson, Will Reese

II. Public Comments:

III. City Report:

- Liz Becher
 - City has secured contractor to finalize Midwest avenue phase 3 from Poplar to Walnut and that contractor is Oftedal. Contract will go to council for approval on October 3rd. Project is fully funded. There will be a public kick-off meeting with contractor.
- Kyle Gamroth
 - City has been addressing issues around Casper in regards to homelessness. Working on the legal transportation of these individuals as a resolution. Council is working through camping ordinance as well.

IV. Approval of August 2023 Board Meeting Minutes

Motion, Second, Passed (Nicholas Grooms, Shawn Houck) (All Approved)

V. Financials – Nicholas Grooms

- Financials are in packets. We have some residual as we go from summer to fall.
- Kevin – DDA mill levy account is going down. Anticipate next mill levy payment in November/December.
- Kevin – Increase costs of insurance is shown in packet.

Approval of August 2023 Reports & September Payments DDA & DSS Financial Reports

Motion, Second, Passed (Shawn Houck, Tim Schenk) (All Approved)

VI. Director's Report - Kevin Hawley

- Splash pad is getting ready to close for the season
 - Splash pad will need a re-surfacing. Will be meeting with Hilltop Bank in the next month.
- Ice rink will be moving forward – working with corporate sponsorships to offset costs.
- DCBA – interested in putting together winter/Christmas mingle to open lines of communication.

Priority Items:

- #1 Safety & Security – continue working with city to go over concerns and funding.
- #2 Downtown Development – Live, Work, Play master plan
 - Tim – working with company in Colorado, they would be interested in how they could team to help us in planning and implementing. They just finished an alley project and will be sending over a packet about it. Will be meeting in October with them.
 - Shawn - build trailhead as central point to connect platte river trails, rails to trails, and other trails together.
 - Suggests a meeting with The Lyric director to get a presentation from them.

- #3 Streets & Sidewalks
 - Parking enforcement needs to be in discussion.
 - Improvement of alley between parking garage and David Street Station to connect the two (between Center Street and David Street).

VII. Committee Reports –

- A.) **Executive Committee** – Tim Schenk
- B.) **MARCOM Committee** – Shawn Houck
- C.) **David Street Station** – Brooke Montgomery
- D.) **Finance Committee** – Nick Grooms
- E.) **Infrastructure** – Tim Schenk
- F.) **Governance** – Will Reese

Motion to adjourn at approximately 12:58 PM

Motion, Second, Passed (Shawn Houck, Kyle Gamroth) (All Approved)

Approved by:

Secretary's Signature: _____ /Date: _____

Board Member's Signature: _____ /Date: _____

Casper Downtown Development Authority
Balance Sheet

As of September 30, 2023
Sep 30, 23

DDA-balance

ASSETS

Current Assets

Checking/Savings

CHECKING 59,763.38

NOW Acct 187,958.69

Total Checking/Savings 247,722.07

Total Current Assets 247,722.07

TOTAL ASSETS 247,722.07

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Payroll Liabilities 580.47

Total Other Current Liabilities 580.47

Total Current Liabilities 580.47

Total Liabilities 580.47

Equity

Opening Bal Equity 382,324.44

Unrestricted Net Assets -17,894.98

Net Income -117,287.86

Total Equity 247,141.60

TOTAL LIABILITIES & EQUITY 247,722.07

Casper Downtown Development Authority

Profit & Loss

September 2023

	DDA-P&L	<u>Sep 23</u>
Ordinary Income/Expense		
Income		
Donation - Adopt A Planter		2,000.00
ACCT. INTEREST		2.45
ASSESSMENTS		<u>1,137.73</u>
Total Income		<u>3,140.18</u>
Expense		
MARKETING-COMMUNICATIONS		
Media Expenditures		2,875.00
PR - Director		<u>144.68</u>
Total MARKETING-COMMUNICATIONS		<u>3,019.68</u>
OPERATIONS		
Office Equipment		265.49
Office Rent		
Utilities		<u>437.83</u>
Total Office Rent		<u>437.83</u>
Total OPERATIONS		<u>703.32</u>
Total Expense		<u>3,723.00</u>
Net Ordinary Income		<u>-582.82</u>
Net Income		<u><u>-582.82</u></u>

Casper Downtown Development Authority
Profit & Loss Budget vs. Actual
July through September 2023

DDA-Tracking	TOTAL						
	Jul 23	Aug 23	Sep 23	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense							
Income							
Donation - Adopt A Planter	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00	100.0%
ACCT. INTEREST	7.10	2.79	2.45	12.34	100.00	-87.66	12.34%
ASSESSMENTS	5,329.48	0.00	1,137.73	6,467.21	180,000.00	-173,532.79	3.59%
Total Income	5,336.58	2.79	3,140.18	8,479.55	182,100.00	-173,620.45	4.66%
Expense							
ADMINISTRATIVE							
Payroll Expense	0.00	0.00	0.00	0.00	82,500.00	-82,500.00	0.0%
Payroll Allocation to DSS	85,000.00	0.00	0.00	85,000.00	0.00	85,000.00	100.0%
Payroll Bonuses	0.00	0.00	0.00	0.00	7,500.00	-7,500.00	0.0%
Social Security	0.00	0.00	0.00	0.00	7,500.00	-7,500.00	0.0%
Cell Phone Reimbursement	0.00	0.00	0.00	0.00	900.00	-900.00	0.0%
Total ADMINISTRATIVE	85,000.00	0.00	0.00	85,000.00	98,400.00	-13,400.00	86.38%
MARKETING-COMMUNICATIONS							
Media Expenditures	0.00	0.00	2,875.00	2,875.00	6,000.00	-3,125.00	47.92%
Other Projects	0.00	0.00	0.00	0.00	2,000.00	-2,000.00	0.0%
PR - Director	0.00	0.00	144.68	144.68	1,500.00	-1,355.32	9.65%
Recognition Awards	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	0.0%
Sponsorships/PR	0.00	5,000.00	0.00	5,000.00	6,000.00	-1,000.00	83.33%
Strategic Plan	0.00	4,550.00	0.00	4,550.00	3,500.00	1,050.00	130.0%
MARKETING-COMMUNICATIOI	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total MARKETING-COMMUNIC	0.00	9,550.00	3,019.68	12,569.68	20,500.00	-7,930.32	61.32%
OPERATIONS							
Employee Development	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	0.0%
Repairs/Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Accountant/Bookkeeper	0.00	0.00	0.00	0.00	2,000.00	-2,000.00	0.0%
Board Mtg. Expense	0.00	129.58	0.00	129.58	500.00	-370.42	25.92%
Conference Registration	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	0.0%
Copier Maintenance Plan	0.00	0.00	0.00	0.00	3,000.00	-3,000.00	0.0%
Dues/Subscriptions	0.00	0.00	0.00	0.00	2,000.00	-2,000.00	0.0%
Planters	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	100.0%
Graffiti	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	0.0%
Insurance/Bonding	0.00	0.00	0.00	0.00	3,000.00	-3,000.00	0.0%
Office Automation	0.00	0.00	0.00	0.00	1,000.00	-1,000.00	0.0%
Music Service	0.00	330.00	0.00	330.00	660.00	-330.00	50.0%
Office Equipment	0.00	475.83	265.49	741.32	1,500.00	-758.68	49.42%
Office Rent							
Security Deposit	937.00	0.00	0.00	937.00			
Utilities	0.00	0.00	437.83	437.83	0.00	437.83	100.0%
Office Rent - Other	5,622.00	0.00	0.00	5,622.00	12,000.00	-6,378.00	46.85%
Total Office Rent	6,559.00	0.00	437.83	6,996.83	12,000.00	-5,003.17	58.31%
Office Supplies	0.00	0.00	0.00	0.00	2,000.00	-2,000.00	0.0%
Pigeon Control	0.00	0.00	0.00	0.00	8,500.00	-8,500.00	0.0%
Postage	0.00	0.00	0.00	0.00	600.00	-600.00	0.0%
Travel	0.00	0.00	0.00	0.00	2,500.00	-2,500.00	0.0%
Total OPERATIONS	26,559.00	935.41	703.32	28,197.73	63,760.00	-35,562.27	44.23%
Total Expense	111,559.00	10,485.41	3,723.00	125,767.41	182,660.00	-56,892.59	68.85%
Net Ordinary Income	-106,222.42	-10,482.62	-582.82	-117,287.86	-560.00	-116,727.86	20,944.26%
Other Income/Expense							
Other Income							
DSS Fund Transfer	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Net Income	-106,222.42	-10,482.62	-582.82	-117,287.86	-560.00	-116,727.86	20,944.26%

Casper Downtown Development Authority
Transaction Detail by Account
 September 2023

DDA-Trans

Type	Date	Num	Name	Memo	Amount	Balance
CHECKING						
Bill Pmt -Check	09/11/2023	6200	Casper Star-Tribune	#86439	-144.68	-144.68
Bill Pmt -Check	09/11/2023	6201	Charter Communications	#1454895090123	-294.87	-439.55
Bill Pmt -Check	09/11/2023	6202	Ricoh USA, Inc	#5067812332	-95.26	-534.81
Bill Pmt -Check	09/11/2023	6203	Ricoh USA, Inc	#107560179	-87.19	-622.00
Deposit	09/11/2023			Deposit	2,000.00	1,378.00
Deposit	09/25/2023			Deposit	1,137.73	2,515.73
Deposit	09/30/2023			Interest	2.45	2,518.18
Total CHECKING					2,518.18	2,518.18
TOTAL					2,518.18	2,518.18

Type	Date	Num	Name	Memo	Amount	Balance
CHECKING						
Bill Pmt -Check	10/09/2023	6204	Charter Communications	#1454895100123	-142.96	-142.96
Bill Pmt -Check	10/09/2023	6205	Journal Communications Inc	#Contract ID 21006	-2,875.00	-3,017.96
Bill Pmt -Check	10/09/2023	6206	Ricoh USA, Inc	#107639395	-83.04	-3,101.00
Total CHECKING					-3,101.00	-3,101.00
TOTAL					-3,101.00	-3,101.00

Downtown Development Authority Balance Sheet

As of September 30, 2023

DSS-Balance	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
Plaza Checking	142,604.70
Special Events	19,155.26
Total Checking/Savings	161,759.96
Accounts Receivable	
Accounts Receivable	625.00
Total Accounts Receivable	625.00
Total Current Assets	162,384.96
TOTAL ASSETS	162,384.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	4,735.23
Total Other Current Liabilities	4,735.23
Total Current Liabilities	4,735.23
Total Liabilities	4,735.23
Equity	
Unrestricted Net Assets	119,181.07
Net Income	38,468.66
Total Equity	157,649.73
TOTAL LIABILITIES & EQUITY	162,384.96

Downtown Development Authority
Profit & Loss
 September 2023

DSS-P&L	<u>Sep 23</u>
Ordinary Income/Expense	
Income	
ACCT. INTEREST	12.45
Program Income	
Beverage Sales	2,217.47
Support the Station	140.00
Vendor Fees	50.00
Total Program Income	<u>2,407.47</u>
Total Income	<u>2,419.92</u>
Gross Profit	2,419.92
Expense	
Business Expenses	
Business Registration Fees	85.00
Total Business Expenses	85.00
Contract Services	1,550.00
Facilities and Equipment	
Building Repairs/Maint	2,441.69
Equip Rental and Maintenance	25.17
Landscaping, Repairs/Maint.	158.00
Rent, Parking, Utilities	
DSS	237.84
Rent, Parking, Utilities - Other	352.40
Total Rent, Parking, Utilities	590.24
Facilities and Equipment - Other	1,164.39
Total Facilities and Equipment	4,379.49
Marketing	
Advertising/Media	23.16
Fundraising Expense	332.86
Total Marketing	356.02
Operations	
Bank Fees	43.33
Equip/Supplies	194.05
Event Expense	
A/V	13,765.00
Entertainment/Rentals	1,700.00
Event Supplies	1,553.60
Janitorial	173.42
Security	2,667.50
Event Expense - Other	3,286.50
Total Event Expense	23,146.02
Overnight Security	2,875.00
Supplies	1,307.22
Utilities	1,549.16
Total Operations	29,114.78
Payroll Expenses	17,603.38
Total Expense	<u>53,088.67</u>
Net Ordinary Income	-50,668.75
Net Income	<u><u>-50,668.75</u></u>

**Downtown Development Authority
Profit & Loss Budget vs. Actual
July through September 2023**

DSS-Tracking					TOTAL		
	Jul 23	Aug 23	Sep 23	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense							
Income							
ACCT. INTEREST	10.09	12.81	12.45	35.35	0.00	35.35	100.0%
Direct Public Support							
Operational Grants	20,000.00	0.00	0.00	20,000.00	120,000.00	-100,000.00	16.67%
Direct Public Support - Other	5,000.00	98,731.25	0.00	103,731.25	0.00	103,731.25	100.0%
Total Direct Public Support	25,000.00	98,731.25	0.00	123,731.25	120,000.00	3,731.25	103.11%
Investments							
Endowment	0.00	0.00	0.00	0.00	32,000.00	-32,000.00	0.0%
Total Investments	0.00	0.00	0.00	0.00	32,000.00	-32,000.00	0.0%
Other Types of Income							
Miscellaneous Revenue	85,200.00	200.00	0.00	85,400.00	285,000.00	-199,600.00	29.97%
Other Types of Income - Other	0.00	0.00	0.00	0.00	25,000.00	-25,000.00	0.0%
Total Other Types of Income	85,200.00	200.00	0.00	85,400.00	310,000.00	-224,600.00	27.55%
Program Income							
Beverage Sales	17,375.10	28,597.07	2,217.47	48,189.64	40,000.00	8,189.64	120.47%
Brew Fest Ticket	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Disney Raffle	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Event Sponsorship	27,000.00	3,580.00	0.00	30,580.00	125,000.00	-94,420.00	24.46%
Facility Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Friends of Station							
Treedition	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Friends of Station - Other	40.00	0.00	0.00	40.00	30,000.00	-29,960.00	0.13%
Total Friends of Station	40.00	0.00	0.00	40.00	30,000.00	-29,960.00	0.13%
Ice Skating Fees	0.00	0.00	0.00	0.00	45,000.00	-45,000.00	0.0%
Membership Dues	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Partners In Progress	500.00	0.00	0.00	500.00	115,000.00	-114,500.00	0.44%
Support the Station	0.00	0.00	140.00	140.00	0.00	140.00	100.0%
Taco Fest Tickets	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Vendor Fees	0.00	1,450.00	50.00	1,500.00	0.00	1,500.00	100.0%
Program Income - Other	0.00	0.00	0.00	0.00	35,000.00	-35,000.00	0.0%
Total Program Income	44,915.10	33,627.07	2,407.47	80,949.64	390,000.00	-309,050.36	20.76%
Total Income	155,125.19	132,571.13	2,419.92	290,116.24	852,000.00	-561,883.76	34.05%
Gross Profit	155,125.19	132,571.13	2,419.92	290,116.24	852,000.00	-561,883.76	34.05%
Expense							
Business Expenses							
Business Registration Fees	0.00	0.00	85.00	85.00			
Total Business Expenses	0.00	0.00	85.00	85.00			
Contract Services							
Accounting Fees	838.95	378.00	0.00	1,216.95	3,500.00	-2,283.05	34.77%
Construction Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legal Fees	0.00	0.00	0.00	0.00	4,000.00	-4,000.00	0.0%
Contract Services - Other	1,500.00	0.00	1,550.00	3,050.00	27,200.00	-24,150.00	11.21%
Total Contract Services	2,338.95	378.00	1,550.00	4,266.95	34,700.00	-30,433.05	12.3%
Facilities and Equipment							
Building Repairs/Maint	324.74	202.73	2,441.69	2,969.16	30,000.00	-27,030.84	9.9%
Equip Rental and Maintenanc	776.79	476.88	25.17	1,278.84	0.00	1,278.84	100.0%
FF&E	0.00	2,899.50	0.00	2,899.50	315,000.00	-312,100.50	0.92%
Landscaping, Repairs/Maint.	988.76	0.00	158.00	1,146.76	0.00	1,146.76	100.0%
Liability Insurance	0.00	19,805.60	0.00	19,805.60	20,000.00	-194.40	99.03%
Rent, Parking, Utilities							
DSS	244.44	127.97	237.84	610.25	0.00	610.25	100.0%
Rent, Parking, Utilities - Oth	937.71	4,143.53	352.40	5,433.64	0.00	5,433.64	100.0%
Total Rent, Parking, Utilities	1,182.15	4,271.50	590.24	6,043.89	0.00	6,043.89	100.0%
Storage - Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Facilities and Equipment - Otl	0.00	0.00	1,164.39	1,164.39	0.00	1,164.39	100.0%
Total Facilities and Equipmen	3,272.44	27,656.21	4,379.49	35,308.14	365,000.00	-329,691.86	9.67%
Marketing							

**Downtown Development Authority
Profit & Loss Budget vs. Actual
July through September 2023**

DSS-Tracking					TOTAL		
	Jul 23	Aug 23	Sep 23	Jul - Sep 23	Budget	\$ Over Budget	% of Budget
Advertising/Media	912.36	193.39	23.16	1,128.91	8,000.00	-6,871.09	14.11%
Fundraising Expense	252.40	394.00	332.86	979.26	12,500.00	-11,520.74	7.83%
Website	0.00	71.88	0.00	71.88	1,000.00	-928.12	7.19%
Marketing - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Marketing	1,164.76	659.27	356.02	2,180.05	21,500.00	-19,319.95	10.14%
Operations							
Bank Fees	30.02	200.10	43.33	273.45			
Books, Subscriptions, Refere	10.99	10.99	0.00	21.98	0.00	21.98	100.0%
Equip/Supplies	0.00	138.12	194.05	332.17	0.00	332.17	100.0%
Event Expense							
A/V	24,765.00	6,468.00	13,765.00	44,998.00	32,000.00	12,998.00	140.62%
Bands	21,050.00	9,950.00	0.00	31,000.00	0.00	31,000.00	100.0%
Entertainment/Rentals	535.36	8,960.00	1,700.00	11,195.36	75,000.00	-63,804.64	14.93%
Event Supplies	3,453.72	2,859.36	1,553.60	7,866.68	35,000.00	-27,133.32	22.48%
Insurance	0.00	7,265.00	0.00	7,265.00	0.00	7,265.00	100.0%
Janitorial	0.00	1,550.00	173.42	1,723.42	16,000.00	-14,276.58	10.77%
Security	1,125.00	10,475.00	2,667.50	14,267.50	15,000.00	-732.50	95.12%
Event Expense - Other	7,451.78	10,448.09	3,286.50	21,186.37	0.00	21,186.37	100.0%
Total Event Expense	58,380.86	57,975.45	23,146.02	139,502.33	173,000.00	-33,497.67	80.64%
Office Automation	0.00	130.87	0.00	130.87	5,000.00	-4,869.13	2.62%
Overnight Security	2,415.00	1,725.00	2,875.00	7,015.00	30,000.00	-22,985.00	23.38%
Postage, Mailing Service	0.00	0.00	0.00	0.00	1,000.00	-1,000.00	0.0%
Printing and Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Service Charge	358.30	0.00	0.00	358.30	0.00	358.30	100.0%
Software/Subscriptions	0.00	0.00	0.00	0.00	6,000.00	-6,000.00	0.0%
Supplies	0.00	133.36	1,307.22	1,440.58	0.00	1,440.58	100.0%
TIPS Training	0.00	185.94	0.00	185.94	0.00	185.94	100.0%
Utilities	0.00	0.00	1,549.16	1,549.16	34,000.00	-32,450.84	4.56%
Operations - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Operations	61,195.17	60,499.83	29,114.78	150,809.78	249,000.00	-98,190.22	60.57%
Payroll Expenses	20,524.65	20,869.63	17,603.38	58,997.66	203,000.00	-144,002.34	29.06%
Travel and Meetings							
Conference, Convention, Mee	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Meetings - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Travel and Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expense	88,495.97	110,062.94	53,088.67	251,647.58	873,200.00	-621,552.42	28.82%
Net Ordinary Income	66,629.22	22,508.19	-50,668.75	38,468.66	-21,200.00	59,668.66	-181.46%
Net Income	66,629.22	22,508.19	-50,668.75	38,468.66	-21,200.00	59,668.66	-181.46%

Downtown Development Authority Transaction Detail by Account September 2023

DSS-Sept23

Type	Date	Num	Name	Memo	Amount	Balance
Plaza Checking						
Check	09/01/2023		Rivers Edge Storage		-300.00	-300.00
Bill Pmt -Check	09/05/2023	2894	Brent Phillips	#2315 & #2316	-13,765.00	-14,065.00
Paycheck	09/10/2023		John F Lubner		-373.09	-14,438.09
Paycheck	09/10/2023		Daniel K Mattern		-208.42	-14,646.51
Paycheck	09/10/2023		Isaiah Bates		-149.98	-14,796.49
Paycheck	09/10/2023		Abigail Gazda		-168.81	-14,965.30
Paycheck	09/10/2023		Precious Virden		-202.98	-15,168.28
Bill Pmt -Check	09/11/2023	2895	Alliance Electric	#12340	-85.00	-15,253.28
Bill Pmt -Check	09/11/2023	2896	Charter Communications	#1113376083123	-237.84	-15,491.12
Bill Pmt -Check	09/11/2023	2897	Cowdin Cleaning	9.1.23	-1,550.00	-17,041.12
Bill Pmt -Check	09/11/2023	2898	Dewitt Water Systems & Services	#302090	-28.25	-17,069.37
Bill Pmt -Check	09/11/2023	2899	GW Mechanical	#SV-8223; SV-8193	-2,356.69	-19,426.06
Bill Pmt -Check	09/11/2023	2900	Hawkins Inc	#6530711 & #6476388	-1,278.97	-20,705.03
Bill Pmt -Check	09/11/2023	2901	Indian Ice	David Street Station	-382.50	-21,087.53
Bill Pmt -Check	09/11/2023	2902	Natrona County Health Department	#RKOZ-AZBLAZ license	-85.00	-21,172.53
Bill Pmt -Check	09/11/2023	2903	Neste Event Marketing, LLC	Casper, WY - Craig Campbell	-1,200.00	-22,372.53
Bill Pmt -Check	09/11/2023	2904	Quality Brands of Casper		-1,515.00	-23,887.53
Bill Pmt -Check	09/11/2023	2905	R&R Rest Stops of Casper	#63514	-1,389.00	-25,276.53
Bill Pmt -Check	09/11/2023	2906	Secure Gunz LLC	#796; #800; #803; #805	-4,967.50	-30,244.03
Bill Pmt -Check	09/11/2023	2907	Stoner Lawn & Landscape	#5401	-158.00	-30,402.03
Deposit	09/11/2023			Deposit	36,222.98	5,820.95
Bill Pmt -Check	09/12/2023	2908	Bret Andrew	9.23.23 Fall Fest	-500.00	5,320.95
Bill Pmt -Check	09/12/2023	2909	Brooke Montgomery	Reimbursement	-140.51	5,180.44
Bill Pmt -Check	09/12/2023	2910	Secure Gunz LLC	#807	-575.00	4,605.44
Liability Check	09/12/2023		United States Treasury	83-0286881	-1,782.94	2,822.50
Liability Check	09/15/2023		United States Treasury	83-0286881	-182.80	2,639.70
Paycheck	09/15/2023		Breya Price		-1,484.12	1,155.58
Paycheck	09/15/2023		Brooke C Montgomery		-1,805.91	-650.33
Paycheck	09/15/2023		Kevin T Hawley		-2,884.17	-3,534.50
Liability Check	09/19/2023		United States Treasury	83-0286881	-40.18	-3,574.68
Deposit	09/19/2023			Deposit	10,050.00	6,475.32
Check	09/21/2023		City of Casper		-602.57	5,872.75
Paycheck	09/22/2023		John F Lubner		-221.95	5,650.80
Paycheck	09/22/2023		Daniel K Mattern		-20.47	5,630.33
Bill Pmt -Check	09/27/2023	2911	Mastercard	##9423	-54.54	5,575.79
Bill Pmt -Check	09/27/2023	2912	Mastercard	#9839	-1,851.37	3,724.42
Bill Pmt -Check	09/27/2023	2913	Mastercard	#9471	-1,420.23	2,304.19
Check	09/27/2023		Black Hills Energy		-52.40	2,251.79
Check	09/29/2023		Rocky Mtn. Power		-946.59	1,305.20
Deposit	09/29/2023			Deposit	1,796.49	3,101.69
Paycheck	09/30/2023		Breya Price		-1,484.13	1,617.56
Paycheck	09/30/2023		Brooke C Montgomery		-1,805.92	-188.36
Paycheck	09/30/2023		Kevin T Hawley		-2,884.16	-3,072.52
Check	09/30/2023			Service Charge	-43.33	-3,115.85
Deposit	09/30/2023			Interest	12.45	-3,103.40
Total Plaza Checking					-3,103.40	-3,103.40
TOTAL					-3,103.40	-3,103.40

Downtown Development Authority Transaction Detail by Account October 2023

DSS-Oct Trans

Type	Date	Num	Name	Memo	Amount	Balance
Plaza Checking						
Liability Check	10/03/2023		United States Treasury	83-0286881	-1,782.92	-1,782.92
Liability Check	10/03/2023		United States Treasury	83-0286881	-104.38	-1,887.30
Paycheck	10/06/2023		Abigail Gazda		-68.90	-1,956.20
Paycheck	10/06/2023		Daniel K Mattern		-143.92	-2,100.12
Paycheck	10/06/2023		Isaiah Bates		-112.29	-2,212.41
Paycheck	10/06/2023		John F Lubner		-149.30	-2,361.71
Paycheck	10/06/2023		Precious Virden		-155.70	-2,517.41
Bill Pmt -Check	10/09/2023	2914	Charter Communications	#8313 30 031 1113376	-172.92	-2,690.33
Bill Pmt -Check	10/09/2023	2915	Cowdin Cleaning	September 23	-1,500.00	-4,190.33
Bill Pmt -Check	10/09/2023	2916	Overhead Door	#33254	-298.52	-4,488.85
Bill Pmt -Check	10/09/2023	2917	Secure Gunz LLC	#808; 809; 810	-1,725.00	-6,213.85
Total Plaza Checking					<u>-6,213.85</u>	<u>-6,213.85</u>
TOTAL					<u>-6,213.85</u>	<u>-6,213.85</u>

Priority 1: Safety and Security

One of the key issues in Downtown Casper continues to be ensuring the safety and security of our visitors and of the businesses downtown. There continues to be a significant homeless population that has caused some issues, and in general, people do not always feel comfortable being and shopping downtown. The first priority of the DDA is to work on projects that help create a safer environment and to continue to be involved with safety projects that are being dealt with in the broader community.

Board Advocates

Tim

Include Liz/Craig during monthly city mtg

Step-One Projects:

- Street lighting plan
- String lighting project
- Cameras
- Private security or volunteers

Future or Ongoing Projects:

- Better/safer parking
- Homeless mitigation

Priority 2: Downtown Development

In order to really create the Live/Work/Play environment, the DDA will need to work on some new development projects that help redevelop current properties or help develop new businesses or services.

Board Advocates

Tim, Tony, Deb, Shawn

Include Liz & MPO (walkability & pedestrian access)

Step-One Projects:

- Live/Work/Play Master Plan: Hire a planning consultant to create a development plan that looks at current and potential downtown assets and create a plan for moving forward with specific projects.

Potential Projects:

- Support the Lyric
- Indoor music/theater venue
- Trail Head
- Collaborate with education institutions

- Facilitate adaptive reuse of historic buildings
- Establish business incubator and co-working spaces
- Conference center
- Residential developments
- Boutique hotels
- Building façade revitalization
- Repurpose blighted and vacant properties

Priority 3: Streets and Sidewalks

Beautification and usability of streets and sidewalks in the downtown area will be crucial to the continued development and for recruiting new businesses and new people to come downtown. This includes things such as beautification of gateways, ensuring walkability and usability, and creating programs to keep streets clean.

Board Advocates

Kyle

Step-One Projects:

- Incentive grant program
- Develop “clean streets” initiative

Future and Ongoing Projects:

- Downtown beautification and branding
- Develop pedestrian-friendly streetscapes
- Take out one-way streets
- Gateway
- Parking enforcement
- Alley between P. Garage & DSS (lighting, access, etc)

Priority 4: Funding

As the DDA and DSS move apart, funding for the future of DDA projects will be crucial to ensure that the projects that bring and keep people downtown are able to be put into place. This will require new thinking about funding relationships and funding sources.

Board Advocates

Shawn

Step-One Projects:

- Explore expanding the DDA boundaries. Talk with Liz.

- Discuss additional funding with City Council

Future and Ongoing Projects:

- Expand funding model
- Revenue-generating programs
- Obtain grants
- C3 zoning expansion
- Funding for property improvement

Priority 5: Marketing and Outreach

As the DDA undertakes new projects and programs, it will need to continue to build relationships with its stakeholders, which include downtown businesses and property holders, as well as visitors and residents. It will also include increased work with partners such as the City, OYD Committee, Visit Casper, Forward Casper, etc. Finally, once some of the other projects are in place, creating a new brand for the organization and the downtown as a whole may help bring more people into the downtown area.

Board Advocates

Greg, Kerstin

Step-One Projects:

- Increase/improve stakeholder engagement
- Increased partner engagement

Future and Ongoing Projects:

- Rebrand downtown where tradition meets tomorrow
- Businesses open later hours
- Street markets/festivals/fairs
- Foster a local food scene
- Collaborate with historic preservation

MONTHLY ACTIVITY REVIEW May 2015

June 4, 2015

Name:

Committee: Infrastructure

Project(s): Gateway, Public Restrooms, Parking Garage, Downtown Plaza

GENERAL DESCRIPTION

The Committee has the responsibility for the following:

- Maintain and develop utility infrastructure within DDA boundaries
- Develop special projects and support city in pursuit of projects
- Identify potential developments and recruit investors to DDA district
- Maintain and manage parking garage and surface parking lot

PROJECT MILESTONES

<u>Event</u>	<u>Target Date</u>
• Downtown Plaza	Nov 2016
• Complete Parking garage assessment	Feb 2015
• DDA Gateway	Sept 2016
• One-Way Street Study	Fall 2015
• Downtown Housing	Ongoing
• Downtown Sound Plan	June 1, 2016

ACCOMPLISHMENTS

- Working with Project Coordinator for submission of WBC Grant
- Plaza: Met with potential donors and have good progress
 - Raised \$1.5M to date
 - Continued to work with State on acquisition of building for Plaza site
 - Met with MARCOM to continue developing plaza fundraising packet and marketing strategies
- Met with City staff to develop downtown project priority list.

PLANNED ACTIVITIES

- Continue working with ED for state office relocation plans
- Continue working with ED to refine parking garage assessment and develop plan for presentation and consideration by city staff.
- Work with MARCOM to finalize parking structure branding.

CHALLENGES/CONCERNS

- Timing of land acquisition of parcels located within proposed plaza site.
- Losing a committee member (he is moving out of town).

PROJECT COSTS

<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
[title]	[]	[]	[]

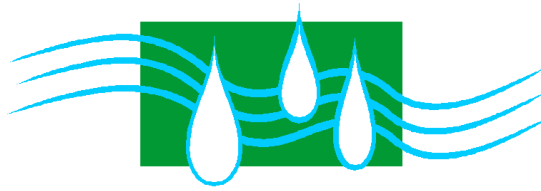
Downtown Development Authority (DDA) Executive Committee

- 1. **Participants:** Executive Committee
- 2. **Date:** June 3, 2016
- 3. **Purpose:** Monthly Planning Meeting
- 4. **Attendees:** C. Walsh, B. Tromble, B.Scott, B. Daigle, L. Burrige, K.Hawley
- 5. **Discussion:**

- 5.1. Financials – Financials were reviewed via email communication.
- 5.2. The Executive Committee discussed the Purchase Agreement for Ames Auto and the fundraising gap in order to close.
- 5.3. The Executive Committee discussed the importance of amping up of plaza fundraising effort and the need for contribution from all members.
- 5.4. The Executive Committee discussed the board member seats available when Charles and Scott step down and the process to elect new members.
- 5.5. The Executive Committee discussed the budget process and the request from the State to include all funds, even Plaza, regardless of whether they are realized or not. Due to this, our budget this year will be nearly 8 million.
- 5.6. The Executive Committee briefly discussed updates on the following projects: MDF, WCF, Plaza, State Office, and Total Solar Eclipse. All of these updates will be discussed at length during the individual committee reports.

6. **Actions/Follow-Up**

- 6.1 KH – continue working on budgets for distribution and review by board



**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 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	hx70hvgn	(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 TECHN	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:

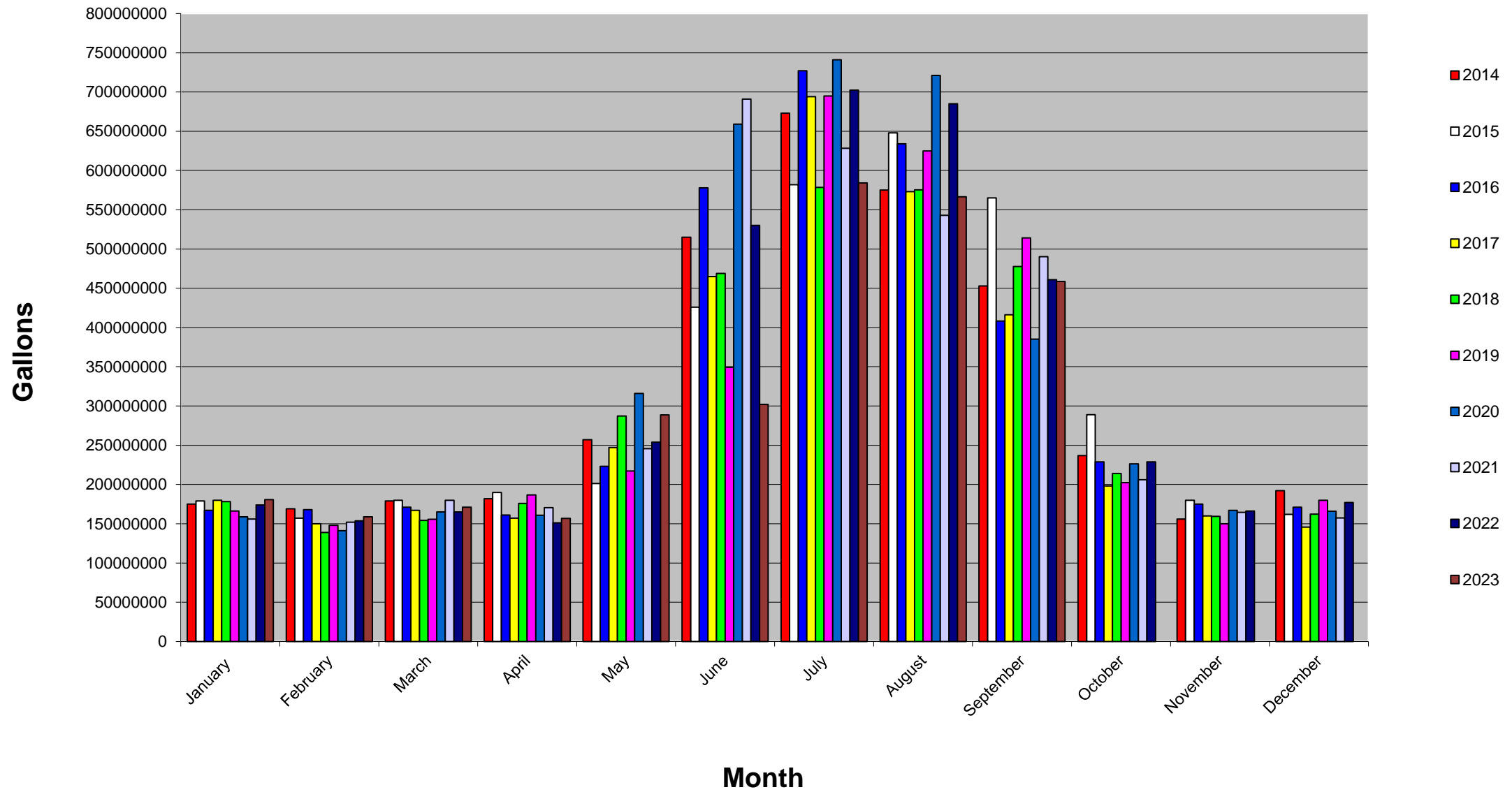
3,663,643,482.000

TOTAL PRIOR YEAR (FY2023) BILLING:

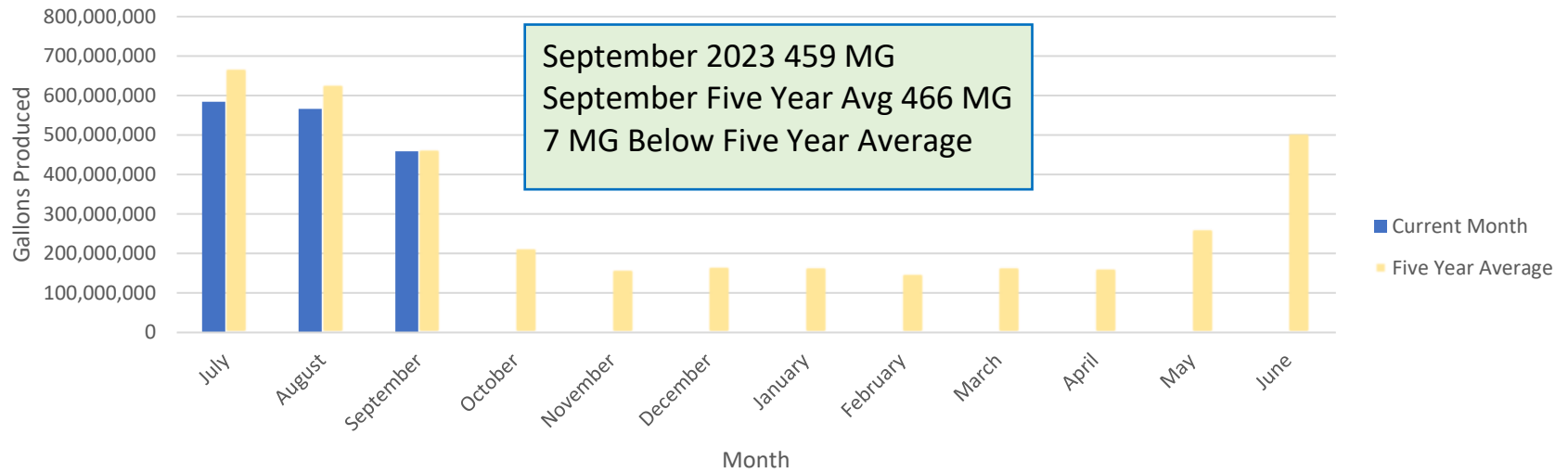
\$ 8,206,561.40

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

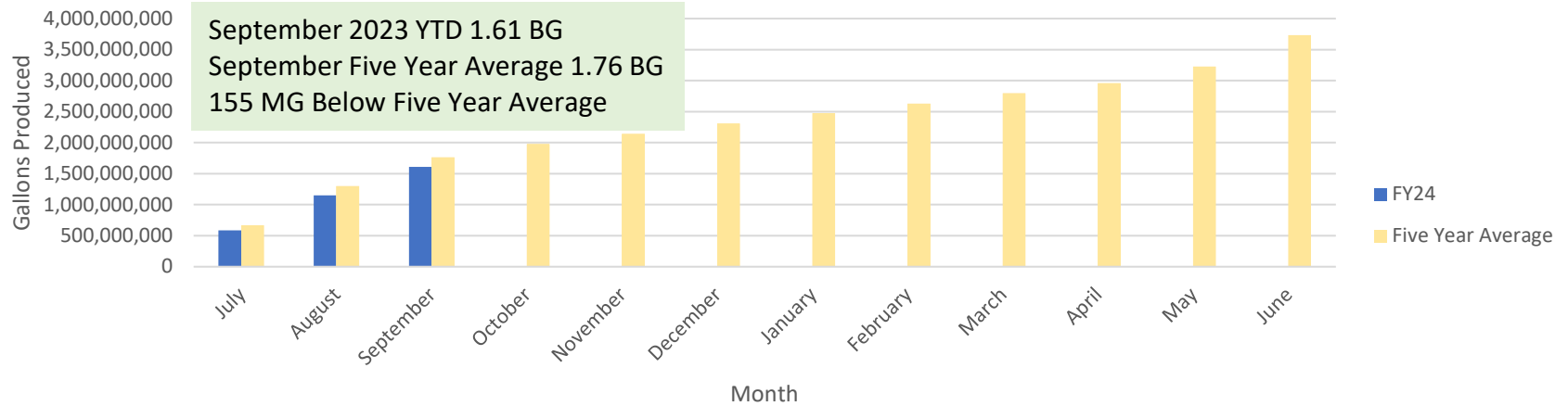
WTP PRODUCTION

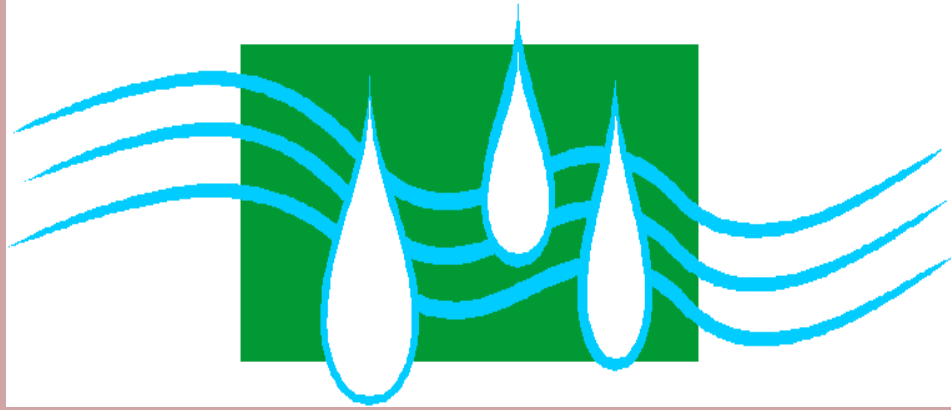


FY24 Monthly Water Production



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		
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 Balance		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 BUDGET</u>	<u>TRANSFERS/ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>		<u>YET TO BE 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 BUDGET</u>	<u>TRANSFERS/ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBERED</u>	<u>AVAILABLE 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	7,665	7,665	0.00	7,665	-	0.00%
6305	Improvements Other Than Bldgs	3,185,000	926,120	4,111,120	51,331.74	899,307	3,160,481	23.12%
6307	Intangibles - New	0	8,540	8,540	0.00	8,540	0	100.00%
6311	Light Equipment - New	255,000	-	255,000	5,506.00	14,859	234,635	100.00%
6312	Light Equipment - Replacement	0	86,981	86,981	0.00	86,981	-	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	\$ 1,029,306	\$ 10,543,664	1,669,438	\$ 1,049,352	\$ 7,856,874	25.79%
TOTAL REVENUE OVER/(UNDER) EXPENSE		\$ (383,427)	\$ (1,029,306)	\$ (1,412,733)	2,215,229	\$ (1,049,352)	\$ (2,610,609)	

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

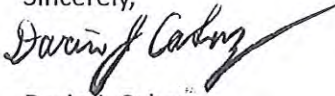
The Premier Provider of Municipal, Industrial, & Irrigation Water Well Services
A Division of The Cahoy Group

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

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	

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
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Crating

Domestic Skid

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	

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

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	

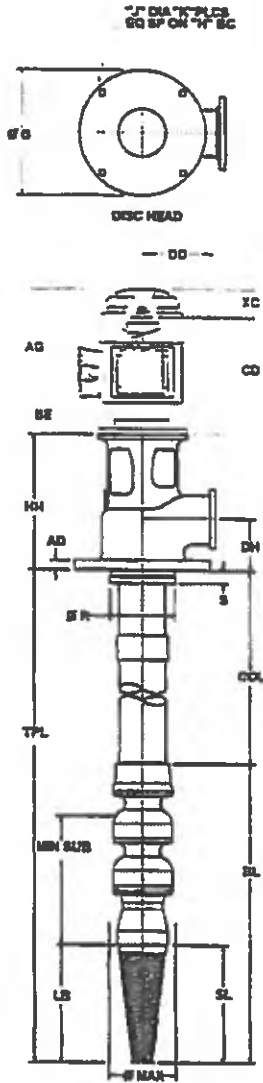


SUBMITTAL

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 Height 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"

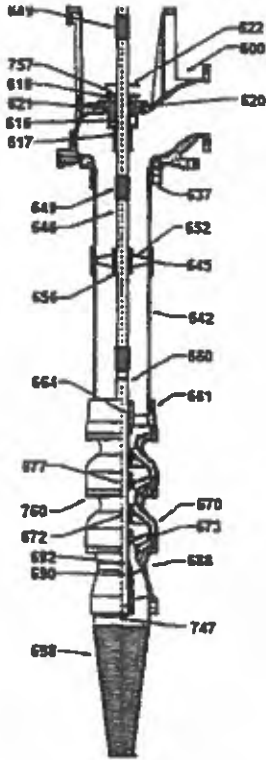
PUMP DATA	
Column Diameter	6 in [152 mm]
Shaft Diameter	1 in [25.4 mm]
Specified Flow	400.00 USgpm
Specified TDH	82.00 ft
Pumping Level	4.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

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

NOTES	
1	Total Pump Length \pm 1.0 inch.
2	Tolerance on all dimensions is .12 or \pm .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.

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

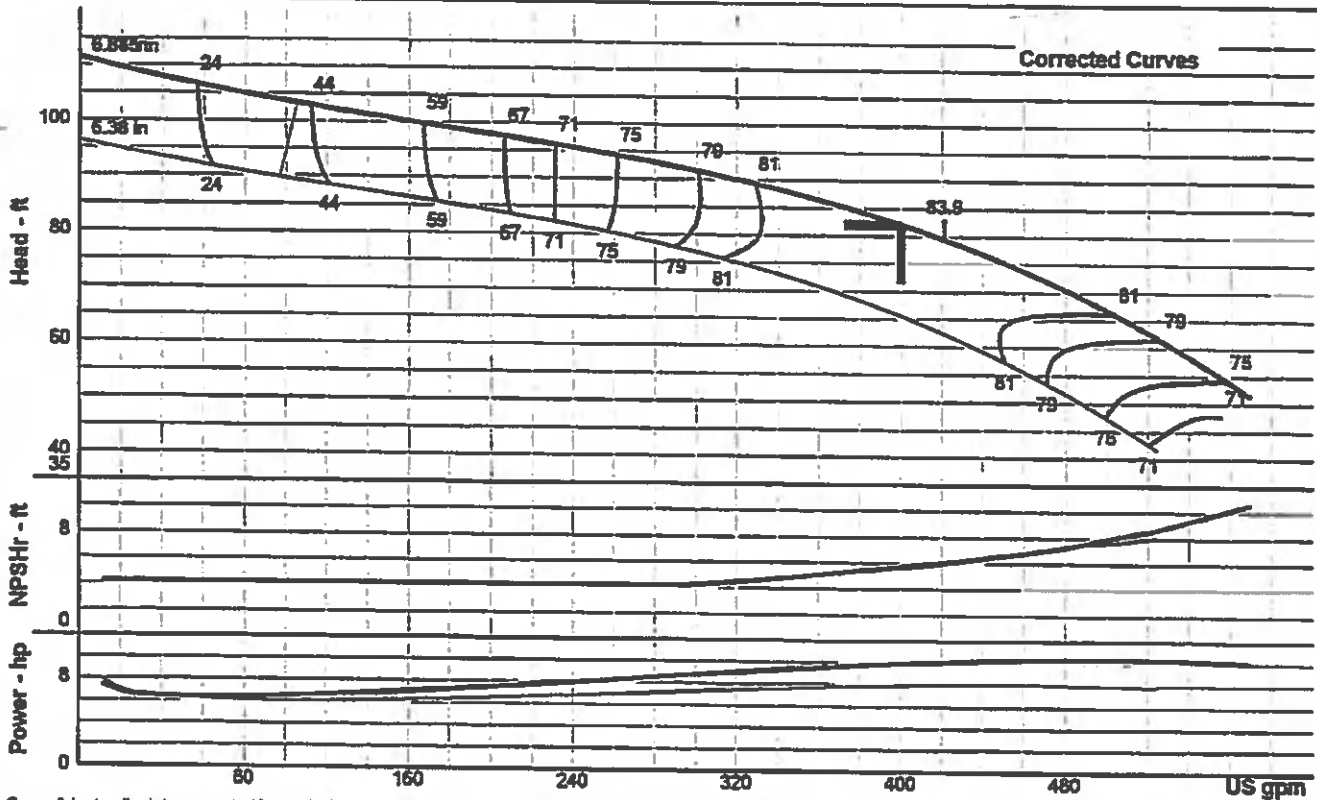
Certified By	
Project	
Tag	
PO Number	
Serial Number	



BILL OF MATERIALS				
ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 418	A582 S41600
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 316	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 316	A276
760	Capscrew - Hex	2296	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 S41600
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 S41600
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 316	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	1046	Malleable Iron	A197
760	Capscrew - Hex	2229	SST 316	A276

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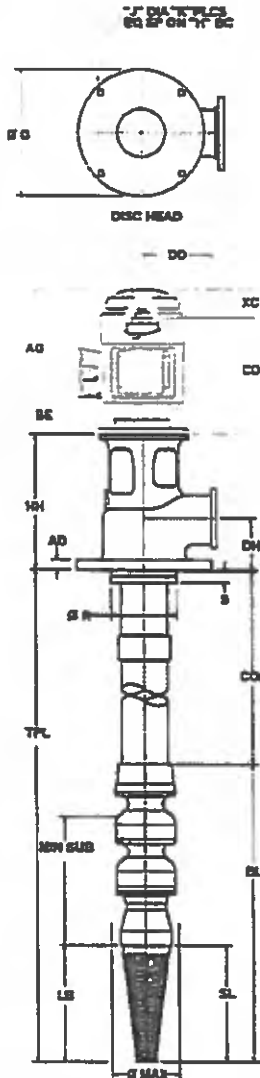


Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.8 acceptance grade 2B.
Design values are guaranteed within the following tolerances: Flow \pm 8%, Head \pm 5%, and optionally either Power \pm 6% or Efficiency \pm 5% at manufacturer's discretion.

Specified Flow	400.00 USgpm	Shut Off TDH (Disch Flange)	108.4 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"

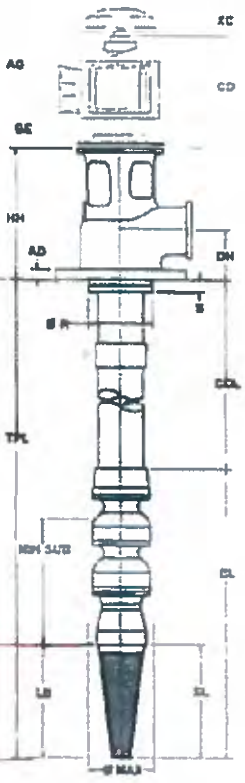
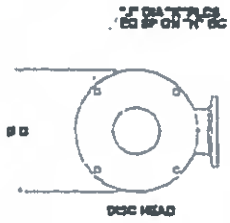
PUMP DATA	
Column Diameter	8 in [152 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	400.00 USGpm
Specified TDH	82.00 ft
Pumping Level	4.00 ft
Motor Manufacturer	
Driver Type	Vertical Hollow Shaft Motor
Motor Speed	1770 RPM

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.

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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 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.

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

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

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