

INFORMATION PACKET

Table of Contents

Friday, September 17, 2021



Item	Pages
Table of Contents	1
City of Casper Documents & Information	
The Grid - Schedule of Council Meetings & Addendum	2
Transit Survey	6
Agencies, Boards and Committees Documents & Information	
Casper Natrona County Health Department Board Agenda 09.16.21	7
Casper Utilities Advisory Board Packet 09.22.21	9
Casper's Council of People with Disabilities agenda 09.23.21	35
Central WY Regional Water System JPB packet 09.21.21	36
Contractor's Licensing and Appeals Board agenda 09.16.21	76
Contractor's Licensing and Appeals Board minutes 08.19.21	77
Invitations, Newsletters & Other Information	
Consulate-General of Japan Farewell Letter 09.09.21	79

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

September 21, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: 5:00 start time					
Pre-Meeting: WCDA CDBG Presentations					
Pre-Meeting: Employee Vaccination Incentives					
Pre-Meeting: New Employees: Clerk of Municipal Court Nicole Hatfield & Parks & Recreation Director Zulima Lopez					
Approval of Executive Session Minutes - Sept. 7					
Approval of Special Meeting and Executive Session Meetings - Sept. 14					
Swearing in of new Councilmember - Filling Ward I Vacancy					
Bright Spot: Dog Rescue Incident					
Establish October 5, 2021 as the Public Hearing Date for Consideration of the Transfer of Retail Liquor License No. 21 From Modern Electric Company d/b/a Wyoming Bootlegger Liquor, Located at 100 North Ash Street, to Wyoming Downs OTB 12, LLC, d/b/a Wyoming Downs OTB 12, Located at 1121 Wilkins Circle.	C				C
Public Hearing: Vacation and Replat of Lots 2-18, Block 21; Lots 2-8, Block 23; Trails West Estates; and Lot 8, Block 4; and Lot 9, Block 5 Prairie Park Estates to Create the Trails West Estates No. 6 Subdivision.		N	N		
Public Hearing: Annexation of Tract 31, Dowler No. 3 Subdivision; and Establishing Zoning of said Tract as M-1 (Limited Industrial).		N	N		
Public Hearing: Zone Change of the Property Located at 129 North Elk Street (former Willard School – Lots -12, Block 97, Butler’s Addition), from Zoning Classification ED (Educational District) to C-2 (General Business).		N	N		
Public Hearing: Updating and Amending Chapter 13.03 – Utility Billing and Collection (Landlord Utility Agreement).		N	N		
Public Hearing: Soliciting Presentations, Public Views, Comments and Recommendations for Potential Sponsorship of Grant Applications for the Wyoming Community Development Authority’s Community Development Block Grant-funded Neighborhood Development Program.		N			N
Ratifying all Actions Previously Taken Concerning City of Casper, Wyoming, Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements. 3rd reading		N	N		
Authorizing the Purchase and Installation of Turning Targets at the Police Department Shooting Range, in the Amount of \$37,766, from Mike Gibson Manufacturing Inc.				C	

The Grid

A working draft of Council Meeting Agendas

September 21, 2021 (continued) Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Authorizing a Sole Source Procurement of Goods Agreement with Falcon Environmental, in the Amount of \$138,720, for Two Hydrogritter Grit Removal Systems and Two Wemco Model CE Grit Pumps to be Used in the Headworks Building at the Sam H. Hobbs Wastewater Treatment Plant.				C	
Authorizing an Agreement with Denali Water Solutions, LLC, in the Amount of \$79,600, for the Waste Water Treatment Plant Digester #2 Cleaning, Project No. 21-041. Tentative				C	
Authorizing the Purchase of Three (3) New Golf Course Fairway Mowers, from Midland Implement Co., Billings, Montana, in the Total Amount of \$174,201, Before Trades, for Use by the Municipal Golf Course of the Parks and Recreation Department.					C
Authorizing the Purchase of One (1) New Heavy Duty Cab and Chassis 4x4 Truck with Crane Body and Hydraulics, and One (1) New Heavy Duty Cab and Chassis 4x4 Truck with Dump Body and Accessories, from Greiner Ford, Casper, Wyoming, for the Total Amount of \$153,948, Before Trades, for Use by the Water Distribution Division of the Public Services Department.					C
Approving the Transfer of Ownership Interest for Restaurant Liquor License No. 40, Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro, Located at 845 East 2nd Street.					C
Appointing Brenda Janikowski, Kermit Wille, and Bill Thompson to the City of Casper Investment Advisory Committee.					C
Executive Session - On-going Litigation and Land Acquisition					

September 28, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Visit Casper In-Kind Support - Christmas Parade	Direction Requested	15 min	4:35
Ford Wyoming Center's Freight Elevator	Direction Requested	20 min	4:50
Potential for Surplus Specific Purpose Tax Revenue	Move Forward for Approval	20 min	5:10
Agenda Review		20 min	5:30
Legislative Review		20 min	5:50
Council Around the Table		10 min	6:10
Approximate Ending Time:			6:20

The Grid

A working draft of Council Meeting Agendas

October 5, 2021 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Pre-Meeting: Recommendations from FTA 2021 Triennial Review					
Pre-Meeting: Curb & Gutter Discussion					
Approval of September 21 Executive Session Minutes					
Public Hearing - Consideration of the Transfer of Retail Liquor License No. 21 From Modern Electric Company d/b/a Wyoming Bootlegger Liquor, Located at 100 North Ash Street, to Wyoming Downs OTB 12, LLC, d/b/a Wyoming Downs OTB 12, Located at 1121 Wilkins Circle.		N			C
Vacation and Replat of Lots 2-18, Block 21; Lots 2-8, Block 23; Trails West Estates; and Lot 8, Block 4; and Lot 9, Block 5 Prairie Park Estates to Create the Trails West Estates No. 6 Subdivision. 2nd reading			N		
Annexation of Tract 31, Dowler No. 3 Subdivision; and Establishing Zoning of said Tract as M-1 (Limited Industrial). 2nd reading			N		
Zone Change of the Property Located at 129 North Elk Street (former Willard School – Lots -12, Block 97, Butler’s Addition), from Zoning Classification ED (Educational District) to C-2 (General Business). 2nd reading			N		
Updating and Amending Chapter 13.03 – Utility Billing and Collection (Landlord Utility Agreement). 2nd reading			N		
Authorizing the Continuation of the Downtown Development Authority (DDA) Mill Levy within the established DDA boundaries, contingent on the approval of qualified DDA Members”				C	
Authorizing the Release of an LAD Lien and Execution of Lien and Notice of Satisfaction of Agreement and Promissory Note.				C	
Commit Surplus Specific Purpose Tax Revenue				C	
Executive Session - On-going Litigation and Land Acquisition					

October 12, 2021 Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup		5 min	4:30
Casper's Council for People with Disabilities Update	Information Only	20 min	4:35
Bus Stop Safety/Shoveling - Public Awareness	Direction Requested	20 min	4:55
			5:15
Agenda Review		20 min	
Legislative Review		20 min	
Council Around the Table		10 min	
Approximate Ending Time:			

Future Agenda Items

Council Items:

Item	Date	Estimated Time	Notes
Strategic Plan			2021
Formation of Additional Advisory Committees			
Mike Lansing Field Update			November work session
Excessive Vehicle Storage in Yards			
Graffiti Abatement & Alternatives			
Parkway Parking			After FY22
Hate Crimes Ordinance			
Safe Place Program Implementation & Resolution			

Staff Items:

Sign Code Revision			
Blood Borne Pathogens			
Council Goals Update & Tracking Demo	Nov. 9		
Street Projects Priority List	Dec. 14		
Infrastructure Funding Public Outreach Plan	Dec. 14		

Potential Topics-- Council Thumbs to be Added:

Resolution for Removal of Majestic Trees?			
Restructure of Community Promotions			
Handheld Device Use While Driving?			
Parks Watering Data			Fall of 2021
Drug Court Update/Report			

Future Regular Council Meeting Items:

Public Hearing: Certification of Annexation Compliance to Determine if the Annexation of Tract 31, Dowler No. 3 Subdivision Complies with W.S. § 15-1-402.			Nov. 2
Bright Spot - Veterans' Graves Adoption Project			Nov. 16
Public Hearing Date - Disposition of City-Owned Property Located Near the Southwest Corner of South Beverly Street and East 4th Street.			Dec. 21

Retreat Items:

Economic Development and City Building Strategy



September 13, 2021

Dear Transit Team,

It has been 4 months since the City assumed operations of the transit operations. I have put together a few questions to determine what is working well, and what needs improvement, from your individual perspectives. The responses are anonymous and confidential. Carter Napier and I will review the responses and follow-up on any issues. Please use the attached envelope, and return to me within a week. Thank you for your time and commitment!

Liz Becher,

Community Development/Transit Director

Working well:

Needs improvement:

Any employee "Shout-outs"? Who?



**CITY OF CASPER-NATRONA COUNTY HEALTH DEPARTMENT
BOARD OF HEALTH MEETING**

THURSDAY, SEPTEMBER 16TH, 2021

Virtual by Zoom or in person-North Platte
<https://us02web.zoom.us/j/84877712972>

Phone: 1 253 215 8782 Passcode: 878 7771 2972
5:30 PM

- I. AGENDA/MINUTES**
 - a. Previous Meeting Minutes/Notes**
 - i. August meeting*
- II. BUDGET/FINANCIAL**
 - a. Financials**
 - i. August financials tabled until October
- III. BOARD**
 - a. Next Meeting Date**
 - i. **Proposed Meeting Date October 21st, 2021 ***
- IV. HEALTH OFFICER**
 - a. Health Officer Report**
- V. DIVISION REPORTS**
 - a. ADMINISTRATION**
 - 1. COVID-19 UPDATE**
 - a. Update-Testing/Vaccination
 - b. Staffing concerns-Retention
 - 2. General Administration**
 - a. Reporting grid- updated
 - b. Strategic Planning for Board –tabled until January 2022
 - c. FOIA policy-tabled
 - d. Performance evals
 - e. Building update
 - f. City of Mills MOU*
 - 3. PUBLIC HEALTH PREPAREDNESS/CPR-**
 - 4. WYAETC/HIV CASE/RW PROGRAMS/WCRS/WYCC-**



- b. COMMUNITY PREVENTION PROGRAM-**
 - i. Mercer Contract
- c. ENVIRONMENTAL HEALTH DIVISION-**
- d. NURSING-**
 - 1. DISEASE PREVENTION CLINIC**
 - 2. ADULT HEALTH PROGRAM**
 - 3. MATERNAL CHILD HEALTH PROGRAM**
- VI. CITY/COUNTY LIASION REPORTS**
- VII. BOARD MEMBER REPORTS**
- VIII. ADJOURN**
- IX. EXECUTIVE SESSION-personnel**

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

Casper City Hall
Downstairs Meeting Room

Wednesday, September 22, 2021 7:00 a.m.

AGENDA:

- * 1. Consider Approval of the July 28, 2021 Meeting Minutes
- * 2. Discuss Statistical Report
 - a. July 2021
 - b. August 2021
- * 3. Consider Contract for Outside-City Water Service for Charles D. Williams, 4347 Squaw Creek Road
- 4. Other Business
- 5. Adjournment

Additional Information:

- A. Sales Tax FY2022 Versus Projection and Prior Year
- B. Agendas and approved minutes of the Central Wyoming Regional Water System Joint Powers Board can be accessed on their website, www.wyowater.com, under the News & Notices tab, or at the following links:

RWS Agendas - <http://www.wyowater.com/board-meetings>

RWS Minutes - <http://www.wyowater.com/board-minutes>

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

MEETING PROCEEDINGS

July 28, 2021

7:00 a.m.

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, July 28, 2021 at 7:00 a.m. in the Downstairs Meeting Room of City Hall.

Present: President Michael Bell
 Secretary John Lawson
 Member Richard Jay
 Member Bruce English

Absent: Vice President Jim Jones
 Council Liaison Steve Cathey

Staff Present: Public Services Director, Andrew Beamer
 Public Utilities Manager, Bruce Martin
 Administrative Technician, Janette Brown

Others:

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

1. President Bell asked for a motion to approve the minutes from the April 28, 2021 meeting. A motion was made by Board Member English and seconded by Board Member Jay to approve the minutes of the April 28, 2021 meeting. Motion passed.
2. Mr. Martin asked the Board to reference the June 2021 Statistical Report in the agenda packet. Mr. Martin stated that the Total Gallons Purchased in June was 632 MG, 175 MG more than the five-year average.

Mr. Martin stated that the Fiscal Year to Date Gallons Purchased is 3.61 BG, 251 MG more than the five-year average.

Mr. Martin stated that there was one water main break in June, which puts it at a total of twenty-three for the fiscal year.

Mr. Martin stated that there were two service line breaks in June, putting the fiscal year total at eighteen.

Mr. Martin stated that there was one sewer main stoppage in June, putting the fiscal year total at twelve.

Board Member English asked if a water service line breaks after the curb stop, if it is the responsibility of the home owner. Mr. Martin stated that was correct.

Mr. Martin stated that there are 22,322 Active Accounts.

Board Member English asked if there was any growth. Mr. Martin stated there has been very little growth, 0.5%.

Board Member English asked if there were any new subdivisions in the works. Mr. Beamer stated that there is a very small subdivision in the planning stage, it will only be up to twelve homes.

President Bell suggested that the font size on the new utility bills be decreased in order to get everything on one page instead of having a second page with just a few words on it. Mr. Martin stated that he was unsure if much can be done with that in the new software.

3. Mr. Martin asked the Board to reference the Contract for Outside-City Water Service with James P. Hageman for 3160 Six Mile Road.

Mr. Martin stated that the Board discussed another property out on Six Mile a few months ago. Mr. Martin stated that 7340 Grey Cloud Road and 3222 Six Mile separated their water services. Mr. Martin stated that when the services were separated, staff received a call that 3160 Six Mile no longer had water service. Mr. Martin stated that 3160 Six Mile had tied in to the water service line for 7340 Grey Cloud.

Mr. Martin stated that a commitment to annex will be signed as part of the contract. Mr. Martin stated that this property is not contiguous, but is inside the City of Casper growth boundary.

Board Member English asked what waterline this property will connect to. Mr. Martin stated that they will connect to the Airport waterline.

President Bell asked if the County issued a license agreement. Mr. Martin stated that the County has no issues with this.

Board Member English stated that this is a pretty clean request for service.

A motion was made by Secretary Lawson and seconded by Board Member Jay to approve the Contract for Outside-City Water Service with James P. Hageman for 3160 Six Mile Road. Motion passed.

4. Mr. Martin reviewed the following Project Updates:
 - a. WWTP Emergency Power Project – Under Construction – This project developed issues and Jacobs Engineering was brought in to determine if the issues were due to design or construction. There are still a couple of things to do for this project, but should be closed out soon. The Attorney's Office is working on a settlement.

President Bell asked what Jacobs Engineering found. Mr. Martin stated that it was a design issue as the surge arrestors were undersized.

President Bell asked if this project will be finalized in the next couple of months. Mr. Martin stated that this project will probably not be completed until fall.

Board Member English asked if there were extra costs associated with this project. Mr. Martin stated that there are approximate \$500,000 in additional costs associated with this project.

- b. WWTP Boiler – Under design by HDR – This project will go back out to bid shortly.
- c. Midwest Avenue Reconstruction – Elm to Walnut – Under Construction – The underground work is completed, there is just the surfacing to complete.
- d. 1st and Poplar Street Improvements – Under Design by CEPI – This is a WYDOT project and will not go out to bid until January 2022.

Board Member Jay asked if this project included waterline work. Mr. Martin stated that this project includes water, sewer, and moving a lift station. Mr. Beamer stated that the project also includes enhancements.

- e. Ridgecrest Drive Water Main Replacements – Under Construction – Treto Construction is working on this project and the water main replacement should be done in a couple more weeks.
- f. WWTP Secondary Rehabilitation Project – Under Construction – This started as a bigger project, but bids came in way over budget so it was split into two projects. Phase 1 was completed by Myers and Phase 2 will go out for bid soon.
- g. North Platte Sanitary Sewer Rehabilitation Project – Under Design by Jacobs – This project is funded with an \$8 M SRF Loan. Currently waiting on the DEQ permit so the project can go out for bid.
- h. Sewage Lift Station Emergency Generator Replacements – Under Design – Generators will be replaced at the Bar Nunn, Airport, and Izaak Walton lift stations. West Plains Engineering has the bid out now.
- i. Centrifuge #1 Rehabilitation Project – Under Construction – There are two centrifuges at the WWTP. Centrifuge #1 was installed during the last major upgrade at the WWTP. It was sent to Andritz for inspection and it needs the bowl and bearings replaced. There was \$90,000 budgeted for this project, but the cost came in \$25,000 over. Funds will be moved to cover this project.

5. In other business:

- a. President Bell stated that two construction companies are no more, High Plains and Grizzly. Mr. Beamer stated that Grizzly is still in business with a new owner, and the owner of High Plains retired.

President Bell stated that leaves Treto, 71 Construction and Knife River. Board Member English stated that he was told that Knife River bought out McMurry Ready Mix holdings.

- b. Mr. Martin informed the Board that overall the Sales Tax Revenue for FY2021 was above projections except for one month. Mr. Martin stated that the Sales Tax Revenue for FY2022 is \$88,000 above projections. Board Member English stated that was positive news.
- c. President Bell asked if there will be a vote on the 6th Cent in November. Secretary Lawson stated that there will be a vote on the 6th Cent in November.

Mr. Beamer stated that there are two projects for the 6th Cent, one is the Midwest Edgerton waterline replacement. Secretary Lawson asked if the whole waterline will be replaced. Mr. Beamer stated that a couple of miles of the waterline will be replaced.

Mr. Beamer stated that the second project is Midwest Avenue between Walnut and Poplar. Mr. Beamer stated that the tax will go away after the needed funds are raised.

Mr. Beamer stated that the Optional 1 Cent Tax will be up for renewal in a couple of years in a regular General Election in November.

- d. Mr. Martin stated that there is a shortage of Ferric Chloride, which is used to treat the drinking water. Mr. Martin stated that the Ferric facility in Utah had a major equipment failure, and it is not expected to be back in service for 4 – 6 weeks. Mr. Martin stated that Brenntag is helping to find chemicals for the WTP. Mr. Martin stated that Kemira in Chicago has Ferric, but there is a shortage of certified truck drivers to get the product to Casper.

Board Member Jay asked what will happen if this persists. Mr. Martin stated that the WTP will treat the groundwater, which is only ~8 MGD. Mr. Martin stated that with the surface water, the WTP can produce ~25 MGD.

Mr. Martin stated that a truckload of Ferric was received yesterday, and staff is expecting one more truckload this week.

Mr. Martin stated that there is a shortage of Ferric Chloride nationwide.

Board Member English stated that not a lot of people read the newspaper and the notice should be put elsewhere, like on social media. Mr. Martin stated that the press release went out to all the news stations, and was put out on social media.

A motion was made by Board Member English and seconded by Secretary Lawson to adjourn the meeting at 7:41 a.m. Motion passed.

Secretary

DRAFT

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
JULY 2021**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	571,684,899	631,984,867	667,333,141	571,684,899	635,485,546
NEW SERVICES	17	5	12	17	12

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

PRECIPITATION (Inches)	1.83	1.97	0.02	1.83	0.74
-------------------------------	------	------	------	------	------

REPAIRS

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

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	19,797	19,757	20,184
COMMERCIAL (WATER & SEWER)	1,680	1,689	1,739
OUTSIDE CITY (WATER RES)	494	496	500
OUTSIDE CITY (WATER-COMM)	130	129	134
IRRIGATION ONLY	253	251	281
TOTAL NUMBER OF ACCOUNTS	22,354	22,322	22,838

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
AUGUST 2021**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	495,137,095	571,684,899	654,189,861	1,066,821,994	1,203,622,920
NEW SERVICES	8	17	8	25	14

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

PRECIPITATION (Inches)	0.79	1.83	0.05	2.62	0.91
-------------------------------	------	------	------	------	------

REPAIRS

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

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	19,803	19,797	19,768
COMMERCIAL (WATER & SEWER)	1,692	1,680	1,690
OUTSIDE CITY (WATER RES)	493	494	491
OUTSIDE CITY (WATER-COMM)	129	130	129
IRRIGATION ONLY	257	253	264
TOTAL NUMBER OF ACCOUNTS	22,374	22,354	22,342

September 16, 2021

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

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

SUBJECT: Considering a Contract for Outside-City Water Service with Charles D. Williams, 4347 Squaw Creek Road

Meeting Type & Date

CPU Advisory Board Meeting
September 22, 2021

Action Type

Approval

Recommendation

That the CPU Advisory Board consider a Contract for Outside-City Water Service with Charles D. Williams, 4347 Squaw Creek Road.

Summary

This contract provides Outside-City water service for 4347 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located in Squaw Creek Road. The property is located approximately 800 feet south of the water main. The Natrona County Board of Commissioners have authorized a License to the Owners for installation of the water service line in the Squaw Creek Road Right of Way. A curb stop and meter pit will be located near the water main with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex will be required as it is within Casper's growth boundary.

This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Agreement

Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Charles D. Williams, 4347 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” (attached hereto and made a part of this agreement), being Lot 40 B, the part of Tract 40 of the Swingle Ranch Tracts that lies south and east of the roadway crossing the easterly portion of said Tract No. 40, located in the NW1/4 of the NE1/4 of Section 24, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 4347 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located in Squaw Creek Road; and,
- D. Owner has obtained License 29-21-04, attached as Exhibit “B” (attached hereto and made a part of this agreement), from the Natrona County Board of Commissioners authorizing the water service to be placed in the Squaw Creek Road right of way; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in Squaw Creek Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.

- e. The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to the Owner's property.
- f. The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located on Squaw Creek Road.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines or within the water line easement.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to

satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary

improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Squaw Creek Road at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk,

street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute

Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or

such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Charles D. Williams
4347 Squaw Creek Road
Casper, Wyoming 82604

City of Casper
Attn: Public Services Director
200 North David
Casper, Wyoming 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER:

Charles D. Williams

The undersigned mortgagee for Charles D. Williams hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021,
by Charles D. Williams.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

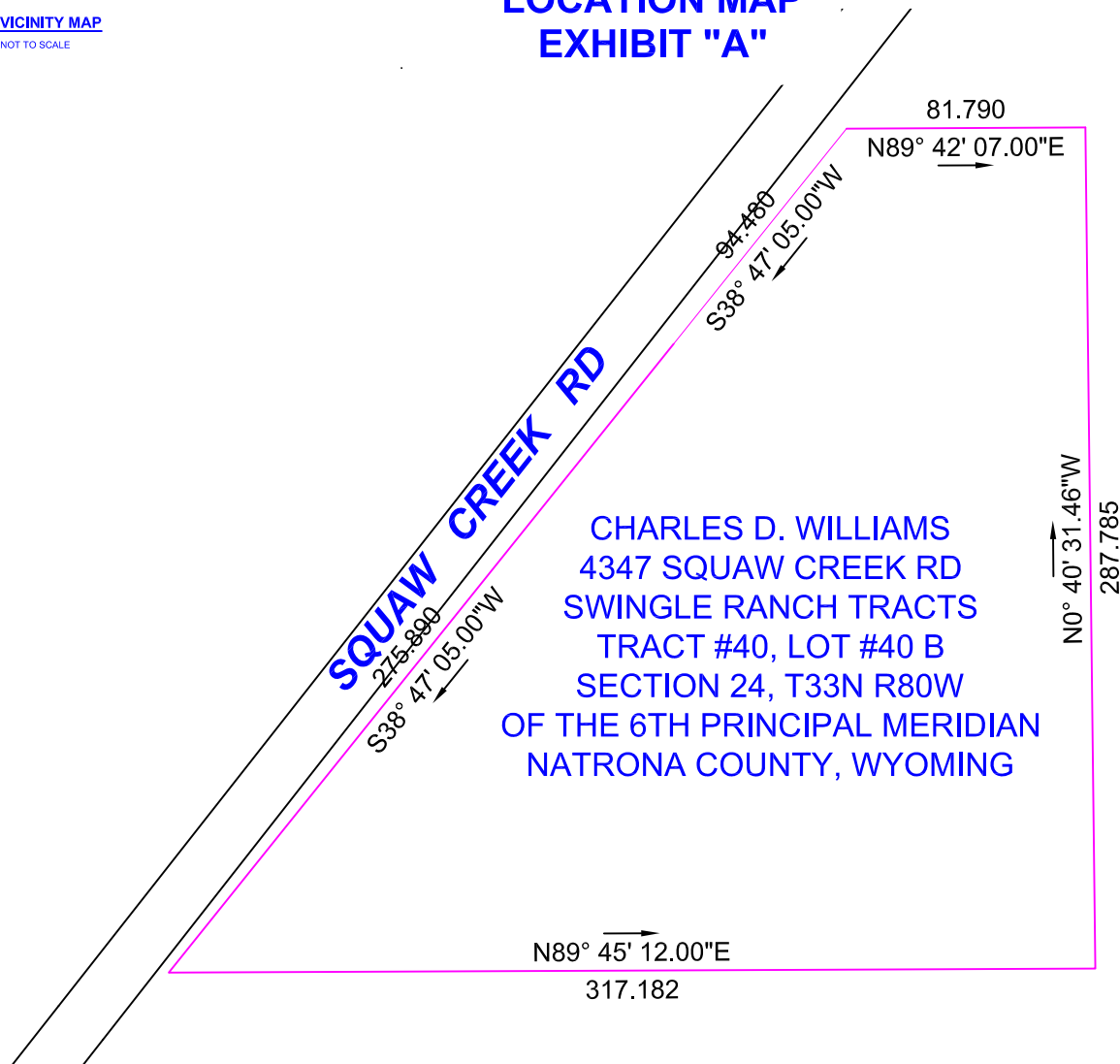
NOTARY PUBLIC

My commission expires: _____



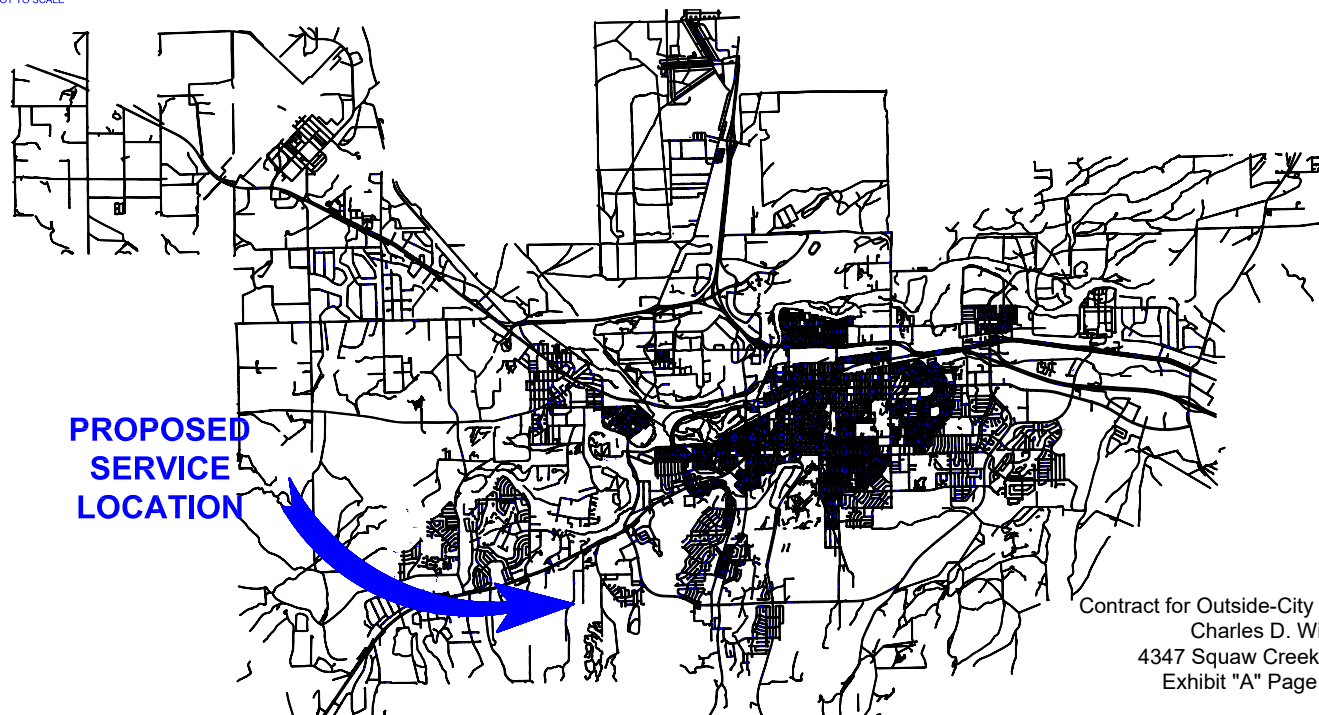
VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



VICINITY MAP
NOT TO SCALE

VICINITY MAP



Contract for Outside-City Water
Charles D. Williams
4347 Squaw Creek Road
Exhibit "A" Page 1 of 4

IRON MAIDEN®
U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729-1979
RD 1977

IRON-MAIDEN® SYSTEMS
HOUSTON, TEXAS, U.S.A.

SWINGLE RANCH TRACTS
Packet 12
Folder 5

STATE OF WYOMING
County of Natrona
This instrument was filed for record
at 4:30 o'clock P.M. and duly
in Book 39 of Deeds on

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness:
Ch. Blogner
Charles H. Swingle
Eva Swingle

The State of Wyoming, } ss.
County of Natrona.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blogner
Notary Public

My commission expires June 19th, 1923

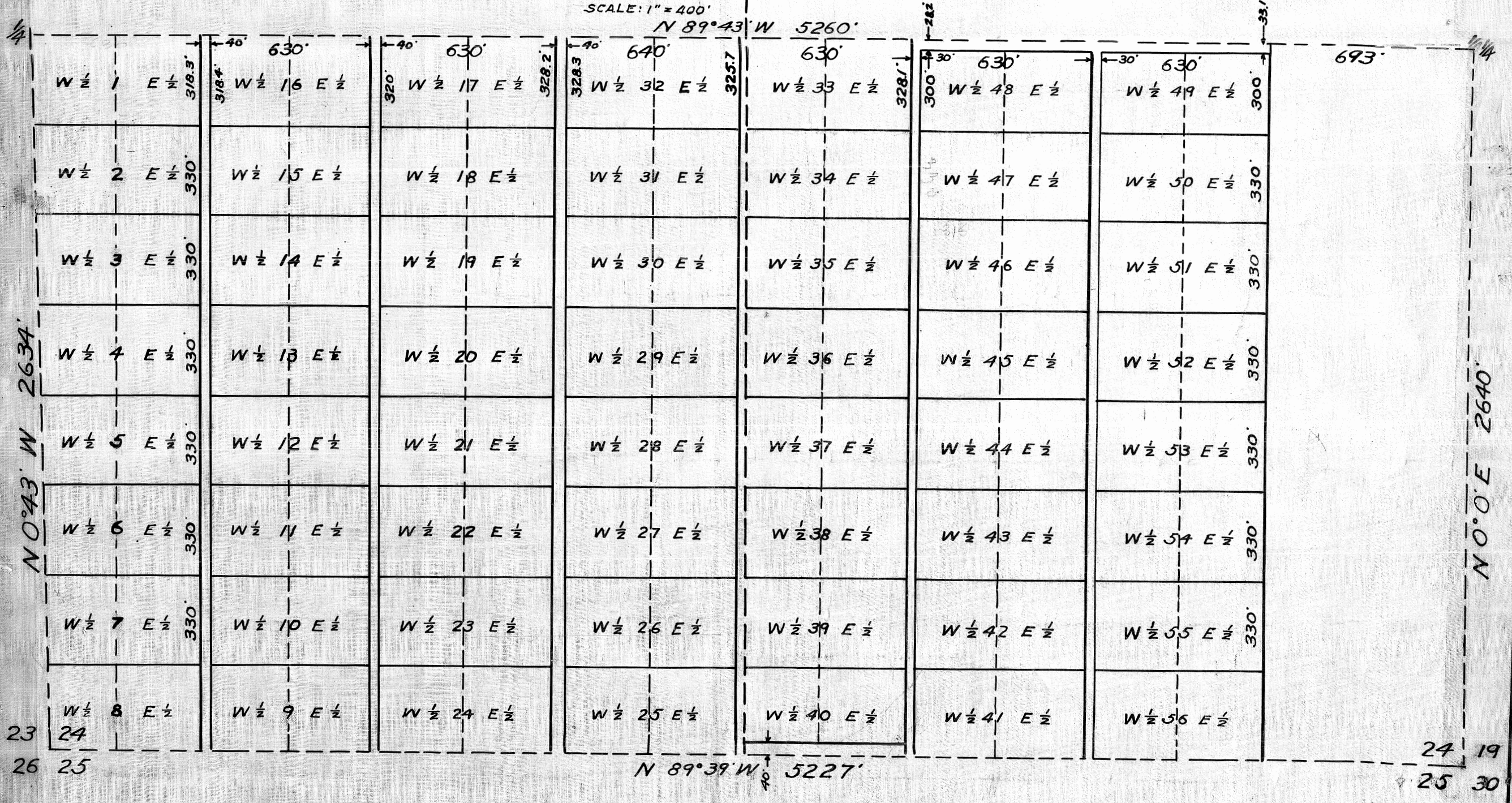
The State of Wyoming, } ss.
County of Natrona.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

Albert M. Zuill
Surveyor
Ch. Blogner
Notary Public.

SUBDIVISION SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W. OF 6TH PRINCIPAL MERIDIAN.




QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that Michael D. Tescher, Grantor, of the County of Natrona, for and in consideration of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, hereby conveys and quitclaims to Natrona County, Wyoming, Grantee, 200 North Center Street, Casper, Wyoming 82601, all interest which Grantor now has in the following described real property situate in the County of Natrona, State of Wyoming, to wit:

See legal description on Exhibit A1 attached hereto and by this reference incorporated herein.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming.

DATED this 6 day of ^{Dec}~~October~~, 2005.


Michael D. Tescher

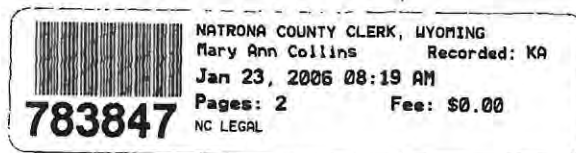
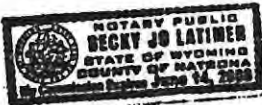
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

6th The foregoing Quitclaim Deed was acknowledged before me by Michael D. Tescher this
day of ~~October~~^{December}, 2005.

Witness my hand and official seal.


Notary Public

My Commission Expires: 6-14-2008



July 27, 2005

Natrona County Board of County Commissioners
200 North Center Street
Casper, Wyoming 82601

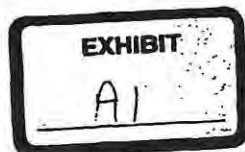
W.O. No.: 12028

Description: (0.67 Acre Parcel)

A Parcel located in and being a portion of Lot 39A, Lot 39B, and Lot 40A, Swingle Ranch Tracts, a subdivision in Section 24, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and the northeasterly corner of said Lot 39B; thence from said Point of Beginning and along the easterly line of the Parcel being described and the easterly line of said Lot 39B, S.0°24'52"W., 228.69 feet to a point; thence into said Lot 39B, S.33°35'37"W., 94.83 feet to a point; thence continuing across said Lot 39B and along the easterly line of said Lot 39A and the easterly line of said Lot 40A and along the westerly line of said Lot 40, S.39°09'23"W., 400.12 feet to the southeasterly corner of said Parcel and the southeasterly corner of said Lot 40A and the southwesterly corner of said Lot 40 and a point in and an intersection with the northerly right-of-way line of a Platted Roadway; thence along the southerly line of the Parcel being described and the southerly line of said Lot 40A and the northerly right-of-way of said Platted Roadway, N.89°45'12"W., 62.25 feet to the southwesterly corner of said Parcel; thence along the westerly line of the Parcel being described and into said Lot 40A, N.44°19'34"E., 41.76 feet to a point; thence N.40°45'20"E., 31.58 feet to a point; thence into and across said Lot 39A and into said Lot 309B, N.37°31'16"E., 461.13 feet to a point; thence N.19°49'53"E., 60.33 feet to a point; thence N.2°47'40"E., 141.61 feet to the northwesterly corner of said Parcel an a point in and an intersection with then northerly line of said Lot 39B; thence along the northerly line of the Parcel being described and the northerly line of said Lot 39B, S.89°43'26"E., 11.01 feet to the Point of Beginning and containing 0.67 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-ways of record or as may otherwise exist.



LICENSE

Date 3-29-2021 Road #502

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board", hereby grants a license to Charles & Raylynn Williams

(hereinafter called the "Licensee"), to construct, maintain, use and operate water line (hereinafter called the "Facility"), located in Section 25 Township 33 N, Range 80 W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor.

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement _____
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion _____
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the _____ day of _____, A.D., 19 _____.

My term of office expires
January 3, 2023



By Michael D. Hays 4/8/21
COUNTY OF NATRONA
Road & Bridge Superintendent
By _____

EXHIBIT 'A'

No. 29-21-04

COUNTY OF NATRONA

APPLICATION FOR Permit for Water Line

Applicant: Charles & Raylynn Williams

Address: 4347 Squaw Crk Rd

Phone: 307-797-3952

Furnish the Following Information:

1) Location: Section 25, Township 33 North, Range 80 West.

2) County Road Designation Squaw Crk Rd

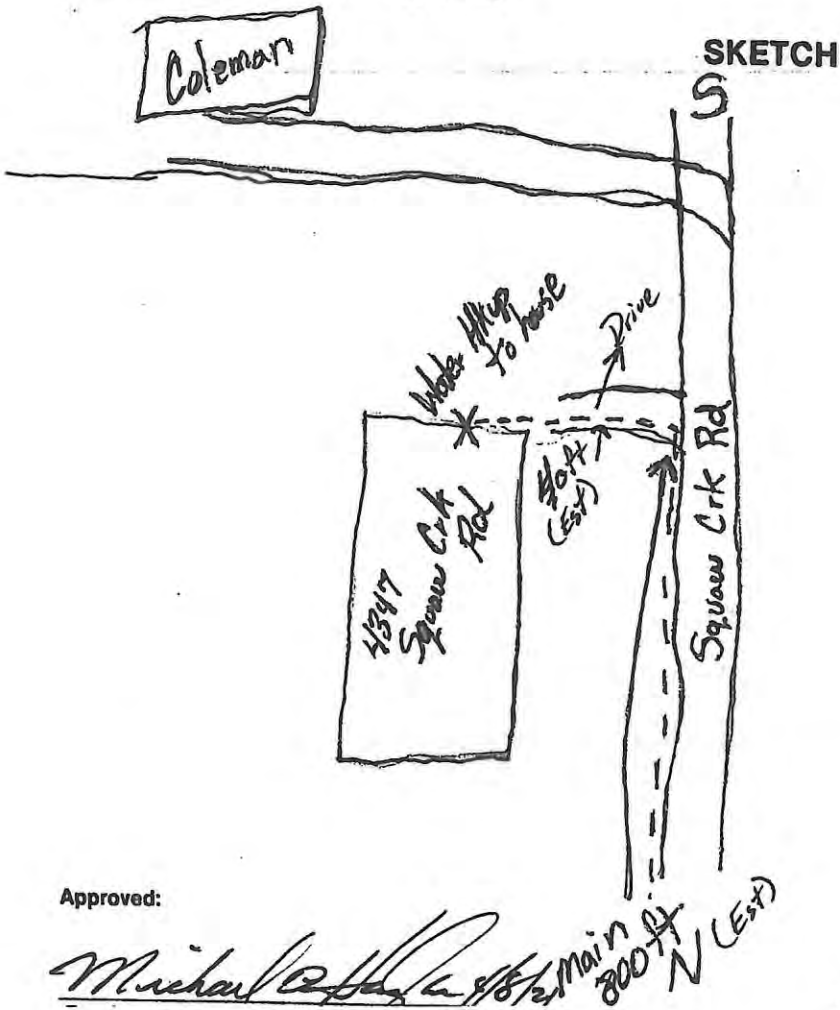
3) Surface of County Road Paved

4) Soils Type where applicable

5) Reason for Application Water line to 4347 Squaw Crk Rd

6) Specifications: (Attach 3 copies where applicable)

7) Plan: (Attach 3 copies where applicable)



Sales Tax FY 2022 Versus Projection and Prior Year



	ACTUAL FY 21	PROJECTED FY 22	ACTUAL FY 22
YTD TOTAL	\$ 3,547,613	\$ 3,415,289	\$ 3,318,219
YTD VARIANCE			\$ (97,070)
		% Difference	In Dollars
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-SAME MONTH		-9.91%	-\$185,892
CHANGE FROM FY22 PROJECTED TO FY22 ACTUAL-YEAR TO DATE		-2.84%	-\$97,070
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-SAME MONTH		-16.57%	-\$335,685
CHANGE FROM FY21 ACTUAL TO FY22 ACTUAL-YEAR TO DATE		-6.47%	-\$229,394

Additional
Information "A"

Casper's Council of People with Disabilities (CCPD) - AGENDA

Thursday, September 23, 2021 at 11:30 AM

Participation In-Person in the Downstairs Meeting Room at City Hall,
200 North David Street, Casper, or Virtually via Microsoft Teams

1. Roll call & introduction of guests
2. Review of the previous month's minutes & approval of minutes
3. City Council Representative to address any City of Casper business that may affect or be of interest to the CCPD.
4. Question & Answer (Q&A) with the City Council Representative.
5. Old Business:
 - Discuss updates from Committees since the previous CCPD meeting to address established priorities as listed below:
 - QOL Committee – Zulima Lopez, Chairperson
 - Update on Transportation Priorities
 - Public Relations (PR) Committee – John Wall, Chairperson
 - Updates on CCPD Facebook page & CCPD website progress
 - Events Committee – Nikki Green, Chairperson
 - Update – Christmas Parade
 - Fundraising Committee – Linda Jones, Chairperson
 - Update regarding 2022 calendar fundraising project
 - Update regarding CCPD membership & receiving applications for membership.
6. New Business:
 - Financial Report – Presented by the Treasurer
 - City of Casper staffing changes
 - “WeThe15” initiative – Human Rights Movement for Persons with Disabilities
 - Any other new business or public comment
7. Next scheduled meeting is October 28, 2021 at 11:30 AM.



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

1500 SW Wyoming Boulevard
Casper, Wyoming 82604
(307) 265-6063 • Fax (307) 265-6058

**Board
Members:**

H. H. King, Jr.,
Chairman

Larry Keffer,
Vice-Chairman

Ken Waters,
Secretary

Paul Bertoglio,
Treasurer

Steve Cathey

Steve Freel

Bruce Knell

Charlie Powell

REGULAR JOINT POWERS BOARD MEETING AGENDA

Tuesday

September 21, 2021

11:30 a.m.

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

1. Announcements
2. Approve Minutes
 - a) August 17, 2021 Regular Meeting *
 - b) July 20, 2021 Executive Meeting
 - c) August 17, 2021 Executive Meeting
3. Approve Vouchers – September 2021 *
4. Approve Financial Report – August 2021 *
5. Operations Update
6. Public Comment
7. Old Business
 - a) Other
8. New Business
 - a) Consider Contract with HDR Engineering, Inc. for Preliminary Design Services for the WTP Disinfection System Upgrade, Project No. 21-039 in the amount of \$71,735.00 *
 - b) Consider FY2021 Budget Amendment No. 1 *
 - c) Other
9. Chairman's Report

Next Meeting: Regular JPB Meeting – October 19, 2021

****Indicates Attachment***



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

MEETING PROCEEDINGS

August 17, 2021

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, August 17, 2021 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 - Chairman King, Vice-Chairman Keffer, Secretary Waters, Treasurer Bertoglio and Board Members Cathey, Freel, and Powell. Board Member Knell was absent.

City of Casper – Cathey, Freel, Powell, Andrew Beamer, Alex Sveda, Tom Edwards, Clint Conner, Andrew Colling, Janette Brown

Natrona County – Bertoglio

Salt Creek Joint Powers Board – King

Wardwell Water & Sewer District – Keffer

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 –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin – Williams, Porter, Day & Neville, P.C.

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

1. In Announcements, Mr. Beamer stated that Mr. Martin is not in attendance today, and he will be filling in for him. Mr. Beamer introduced Mr. Tom Edwards, new WTP Manager, and Mr. Alex Sveda, who was recently promoted to City Engineer. Mr. Beamer stated that Ms. Jill Johnson, City Finance Director, may be in attendance later to discuss the

Financial Report.

2. Chairman King asked for a motion to approve the minutes from the July 20, 2021 Regular and Executive meetings. Ms. Brown asked Chairman King to delay the approval of the Executive meeting as the minutes had not been reviewed by the Board. A motion was made by Board Member Cathey and seconded by Board Member Freel to approve the minutes from the July 20, 2021 Regular meeting. Motion put and carried with Board Member Powell abstaining from the vote.
3. Mr. Beamer informed the Board that four additional vouchers were added to the voucher listing that was sent out in the agenda packet: Voucher 8321 for HDR Engineering, Inc. in the amount of \$1,871.25 for the Wardwell Tank Repairs Project No 16-035; Voucher 8322 for HDR Engineering, Inc. in the amount of \$1,774.90 for the Wardwell Tank Repairs Project No 16-035; Voucher 8323 for Pipestone Equipment LLC in the amount of \$8,771.35 for the Raw Water Pump Actuators; and Voucher 8324 for Williams, Porter, Day & Neville, P.C. in the amount of \$995.25 for Legal Expenses. Mr. Beamer recommended approval of the vouchers and offered to answer any questions the Board may have on the voucher listing.

Chairman King asked for a motion to approve the August 2021 vouchers. A motion was made by Secretary Waters and seconded by Vice-Chairman Keffer to approve the August 2021 voucher listing to include voucher numbers 8312 through 8324 in the amount of \$840,571.17. Motion put and carried.

4. Mr. Beamer asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Beamer stated that production for July 2021 was 614 MG, which is 70 MG less than the five-year average of 684 MG. Mr. Beamer stated that this decrease was due to rain the first part of July, and water conservation efforts/restrictions. Mr. Beamer stated that the water restrictions were lifted this morning.

Mr. Beamer asked the Board to reference the Financial Report. Mr. Beamer stated that Unrestricted Net Position is \$7.6M, \$5M of which is required for Reserves. Mr. Beamer stated that adjusting entries for FY2021 have not yet been completed, but will be reflected in the audit which will be presented in November or December.

Mr. Beamer stated that Water Utility Charges is \$1,308,425, which is \$187,000 less than last year.

Chairman King stated that is a good sign that people abided by the water restrictions. Mr. Beamer stated that it is. Mr. Beamer stated that there is currently just shy of eight feet of Ferric in the tank. Mr. Beamer stated that there are shipments due today, tomorrow, Monday and Tuesday, with another railcar due in Billings next week with another four loads. Mr. Beamer stated that between the shipments this week and next week, the WTP should be in good shape.

Secretary Waters asked if the railcar shipments are going to continue. Mr. Beamer stated that there is a fourth railcar that has been ordered, but there is not a delivery date for it yet.

Mr. Beamer stated that the City of Casper issued a press release this morning thanking the public for their efforts in conserving water. Mr. Beamer stated that before the restrictions, the WTP was producing 23 – 25MGD, and it dropped to 15 – 18MGD. Mr. Beamer stated that Ferric usage dropped from .75 foot to .2 foot a day.

Board Member Powell stated that was close. Mr. Beamer stated that at one point the ferric tank level was just below four feet. Mr. Beamer stated that staff was very concerned.

Chairman King asked for a motion to approve the July 2021 Financial Report as presented. A motion was made by Treasurer Bertoglio and seconded by Vice-Chairman Keffer to approve the July 2021 Financial Report as presented. Motion put and carried.

5. Chairman King turned the time over to Mr. Edwards for the WTP Operations Update.

Mr. Edwards stated that the contractor is currently sandblasting and priming the 2.6 MG Tank. Mr. Edwards stated that the exterior of the tank is almost completed, and it has been zinc coated.

Mr. Edwards stated that the Ferric levels are back up. Mr. Edwards stated that each railcar is approximately 3.5 truckloads. Mr. Edwards stated that a truckload of Ferric is expected for each of the next couple of days, and then another railcar is expected to be in Billings next week.

Mr. Edwards stated that Groundwater High Service Pump No. 1 had the impeller replaced, and is now back in service.

Mr. Edwards stated that it is planned to replace some piping in a vault near the Backwash Supply Tank.

Mr. Edwards stated that the sump pump in the South Chemical Building failed and was replaced.

Mr. Edwards stated that grating was replaced at the Ferric fill station.

Mr. Edwards stated that staff is in contact with a welding company to repair some of the pipe joints throughout the building that have come loose and are leaking.

Mr. Edwards stated that the overload relays were replaced in the Decant Pump Station.

Mr. Edwards stated that the exhaust fan in Morad #6 Well was replaced.

Mr. Edwards stated that the turbidimeter in Morad #2 Well was replaced.

Mr. Edwards stated that staff is moving forward with the repairs to the walls and flooring in the lobby area that was caused by the water damage earlier this year.

Mr. Edwards stated that the Administrative Assistant position has been advertised and

closes next week. Mr. Edwards stated that so far there have been a lot of applications, and he hopes to start conducting interviews next week.

Secretary Waters asked if there has been any news as to when the Ferric plant in Utah will be back in service. Mr. Edwards stated that the last he heard was six weeks, which will be the end of summer. Mr. Edwards stated that he does not anticipate getting any shipments from the Utah plant for the rest of the summer season.

Mr. Beamer stated that staff will be using the Utah plant as a backup now since there is railcar availability to Billings from Chicago. Mr. Beamer stated that the Chicago plant will be the primary supplier for Ferric, and the Utah plant will be the backup supplier.

Chairman King asked if the transportation costs for using the railcar to Billings have increased. Mr. Beamer stated that it was the trucking costs from Chicago that were an additional \$1,500 - \$2,000 per truckload.

Board Member Powell asked if there is an additional cost for the supply of Ferric. Mr. Beamer stated that Ferric is at a higher cost right now, as there is a high demand, and the trucking industry is in arrears getting qualified truck drivers. Mr. Beamer stated that this is a nationwide issue.

Chairman King stated that everyone should understand that when the supply is limited, the prices go up.

Board Member Powell asked if the budget is covering the costs. Mr. Beamer stated that the budget is covering the costs so far.

Secretary Waters stated that one of his Board Members asked him why the railcars are not being brought into Casper. Mr. Beamer stated that there are a couple of reasons why the railcars are not being brought to Casper. Mr. Beamer stated that 1) the rail facility must be NSF certified, which is non-existent in Casper. Mr. Beamer stated that the rail facility in Billings recently got NSF certified. Mr. Beamer stated that 2) getting the ferric transferred from the railcar to trucks is a whole other process. Chairman King stated that Casper just doesn't have that capability.

Chairman King turned the time over to Mr. Conner for the Transmission System Update.

Mr. Conner stated that staff hauled the Actiflo sludge to the Landfill. Mr. Conner stated that the east lagoon is cleaned out and the west lagoon has been switched over to the east lagoon. Mr. Conner stated that this will let the west lagoon dry out so it can be cleaned out early this fall.

Mr. Conner stated that staff has been working on servicing pumps and motors, cleaning boosters, spraying weeds and mowing.

Mr. Conner stated that staff has been short-handed with two of his staff moving to the WTP, and others moving to different City Departments. Mr. Conner stated that this has slowed the rest of his staff down some.

Mr. Conner stated that staff has been doing some valve maintenance, and completed the drain and overflow project at Pioneer tank, which has been entered into GIS.

Mr. Conner stated that a couple of weeks ago there was a non-EPA positive bacteria test at Wardwell Tank. Mr. Conner stated that tank was drained and refilled, and everything is good with the tank now.

Mr. Conner stated that the chloramine residuals in the system did drop a little bit because usage has gone down. Mr. Conner stated that residuals were bumped up to 3 ppm. Mr. Conner stated that residuals will drop in the fall, so staff is just trying to get ahead of it by increasing residuals now.

Chairman King thanked Mr. Conner and his staff for assisting with the electrical issue at the Salt Creek Booster. Chairman King stated that the issue was that fuses could not be found in town, so Distribution staff put in a jumper until the fuses arrived. Mr. Conner stated that it has become very difficult to get in routine supplies.

6. There was no Public Comment.

7. There was no Old Business.

a. There was no Other Old Business.

8. In New Business:

a. Mr. Beamer stated that last month the Board discussed in detail this change order with Maguire Iron for the 2.6MG Tank Roof Replacement. Mr. Beamer stated that before the Board today is the formal change order. Mr. Beamer stated that Maguire Iron is not in agreement with the change order and did not sign it, but did send a rebuttal for the assessment of \$30,000 in liquidated damages. Mr. Beamer stated that he has no doubt there will be ongoing discussions with Maguire Iron when the \$30,000 in liquidated damages is withheld from the next payment. Mr. Beamer turned the time over to Mr. Andrew Colling with City Engineering.

Mr. Colling stated that Maguire Iron is not in agreement with the assessment of \$30,000 in liquidated damages and is not willing to sign this change order. Mr. Colling asked Mr. Chapin if Mr. Martin had forwarded the correspondence to him. Mr. Chapin stated that he has not received the correspondence yet. Mr. Colling stated that he will forward the correspondence to Mr. Chapin.

Mr. Colling stated that Maguire Iron says that the Project Engineer, HDR Engineering, the Owner, and the Owner's representative failed to communicate the terms of the contract.

Mr. Colling stated that his understanding is that the Board can approve the change order and tell Maguire Iron that the Board is forcing their hand, and they can choose to accept the change order and relinquish the \$30,000 in liquidated damages, or the Board can decide if that is a fight they want to have with Maguire

Iron.

A motion was made by Treasurer Bertoglio and seconded by Board Member Powell to authorize Change Order No. 2 with Maguire Iron, Inc. for the 2.6M Gallon Tank Roof Replacement Project for the deduct of Bid Alternate 1, Roof Plate Interior Lap Joints, in the amount of \$10,000 and grant a time extension of four additional days to the contract time.

Board Member Powell stated that once you release a contractor from liquidated damages, you always get someone else saying that “you did it for them, do it for me”. Board Member Powell stated that liquidated damages shouldn’t be in the contract if it isn’t going to be enforced.

Motion put and carried.

- b. Mr. Beamer asked the Board to reference Change Order No. 3 with Riley Industrial Services for the 2.6MG Tank Recoating Project in the amount of \$10,461.

Mr. Colling stated that he can address this change order as well. Mr. Colling stated that Riley Industrial was under contract two years ago for the 2.6MG Tank Recoating, which is when it was discovered that structural repairs to the tank were necessary. Mr. Colling stated that was when Maguire Iron was contracted to replace the roof.

Mr. Colling stated that included in the Maguire Iron contract were quantity items to repair the floor, but Maguire ran out of quantity. Mr. Colling stated that Maguire Iron was pressing to replace the entire floor. Mr. Colling stated that the decision was made for them to make the repairs that they could under the contract.

Mr. Colling stated that after Maguire Iron left, Riley remobilized and came in and did a brush blast of the floor. Mr. Colling stated that they inspected some more welds and pits and it was decided that more welding repairs were needed. Mr. Colling stated that minimal welding repairs, and pit repairs by filling the pits with an epoxy filler are needed.

Mr. Colling stated that Riley gave a price for the welding and repairs, and for the brush blasting that was performed. Mr. Colling stated that Riley asked for more money, and he requested that they reduce the price. Mr. Colling stated that Riley reduced the cost by approximately \$2,000. Mr. Colling stated that his point to Riley was that the floor blasting had to be done anyway in order to do the coating job. Mr. Colling stated that Riley stated that if they had of gone in and done the commercial blast on the floor as required in the specifications, the blast would have been lost during the repairs, and would have had to be done again, so are asking to be compensated for that blasting.

Mr. Colling stated that the welding repairs, and the epoxy filler repairs are

estimates based on square footage, but will be billed at actual cost. Mr. Colling stated that a local welder will be doing the welding for Riley. Mr. Colling stated that it is not anticipated that Riley will exceed the cost of the welding repairs or epoxy filling repairs.

A motion was made by Secretary Waters and seconded by Vice-Chairman Keffer to approve Change Order No. 3 with Riley Industrial Services, Inc. for a contract increase of \$10,461 as part of the 2.6M Gallon Tank Recoating, Project 18-093. Motion put and carried.

- c. Mr. Beamer stated that staff was contacted by WWC Engineering to see if the Board would be in favor of granting an easement through the Board's tank site located off Poison Spider Road. Mr. Beamer stated that WWC is doing preliminary design work for pathway construction for the City of Mills. Mr. Beamer stated that this is along an existing gas pipeline easement.

Mr. Beamer showed the Board the preliminary route design for the pathway.

Board Member Powell asked if the tank site is currently fenced. Mr. Beamer stated that it is not fenced, so fencing would need to be installed to secure the tank site.

Treasurer Bertoglio stated that the Board's waterline runs south from the tank. Mr. Beamer stated that he believes that is correct. Board Member Cathey asked who owns the waterline there in the preliminary pathway route. Mr. Beamer stated that the waterline belongs to the Board. Treasurer Bertoglio stated that he didn't think the Board had a line there, that it comes out of the tank and goes south. Mr. Conner stated that the horizontal line on the preliminary plans must be a gas pipeline as the RWS waterline comes up from the south to the booster, then exits the booster to Poison Spider Road. Mr. Conner stated that the RWS waterline there does run north south. Mr. Conner stated that the tank site is currently fenced off and the adjacent property owners have a barb wire fence.

Board Member Cathey stated that he believes that if the Board grants an easement, the City of Mills would then have an ownership interest in the property, but if the Board grants a right of way, it is just leasing the use of the surface. Board Member Cathey stated that if the Board decides to grant usage of the tank property, it should be as a right of way. Mr. Chapin stated that Board Member Cathey is correct.

Vice-Chairman Keffer asked if the tank site only has a barb wire fence at this time. Mr. Conner stated that there is a six-foot chain link fence around the tank and booster site as well.

Mr. Beamer stated that another alternative is to grant a license agreement instead of a full easement or right of way. Mr. Chapin stated that a license agreement is another option. Chairman King asked how a license agreement is different from a right of way or easement. Mr. Beamer stated that it would allow the City of Mills

to use the land, but it could be revoked at any time by the Board.

Treasurer Bertoglio stated that he believes the City of Mills is trying to connect a new subdivision to the river trails.

Chairman King stated that he likes the ideas of the license agreement.

Board Member Cathey asked what the difference is between a right of way and a license agreement. Mr. Chapin stated that a license agreement can be revoked at any time, and a right of way tends to be more in line of an easement, it is less than an easement, but gives them a stronger position to be in than a license agreement. Mr. Chapin stated that whatever the Board decides to do with either a license agreement or a right of way, the City of Mills would want it to be perpetual in order to ensure that the whole pathway alignment is secured.

Board Member Cathey asked if this is a walking path that is going to be installed, or a pipeline. Treasurer Bertoglio stated that it is his understanding that it is a walking path.

Board Member Powell asked Mr. Beamer if he could envision a Board in the future asking why they were put in this position in regards to the pathway going through the tank site. Board Member Powell stated that the City of Mills wouldn't want to build the pathway there if a future Board could cancel the use of the tank site on a whim. Mr. Beamer stated that at this time he could not envision a future Board revoking usage. Mr. Beamer stated that there are pathways with utilities underneath them throughout the City of Casper.

Chairman King asked what the Board would be in favor of doing with this request. Board Member Powell stated that he would be in favor of granting a right of way, as it seems to be the middle ground.

Chairman Kings asked if there are ownership rights associated with a right of way. Mr. Chapin stated that there are not ownership rights associated with a right of way, and a right of way can be narrowed down to specific type of use.

Mr. Beamer reiterated that this is a preliminary design for the pathway, and this route might not be chosen. Mr. Beamer stated that the engineer is just doing their due diligence to see if this pathway route is feasible.

Secretary Waters stated that this is not the prettiest route for a pathway as it goes through an industrial area. Board Member Powell stated that they are trying to make a pathway to the river.

Secretary Waters stated that he is in agreement with issuing a right of way. Board Member Cathey stated that the Board should go with either a right of way, or a license agreement.

Mr. Beamer stated that no formal action needs to be taken at this time as this is

just a preliminary design. Mr. Beamer stated that he will get in touch with the engineer and let them know the Board discussed either a right of way or a license agreement for the use of a portion of the tank site for a pathway.

d. There was no Other New Business.

9. Chairman King asked for a motion to move into Executive Session to discuss property acquisition. A motion was made by Board Member Cathey and seconded by Board Member Freel to adjourn into Executive Session at 12:07 p.m. to discuss property acquisition. Motion put and carried.

A motion was made by Secretary Waters and seconded by Board Member Powell to adjourn from Executive Session at 12:24 p.m. Motion put and carried.

Chairman King called the Regular Session to order at 12:24 p.m.

A motion was made by Board Member Cathey and seconded by Secretary Waters for Mr. Chapin to remove the paragraph in the contract as discussed in Executive Session. Motion put and carried.

10. In the Chairman's Report, Chairman King stated that the next regular meeting would be held on September 21, 2021. Treasurer Bertoglio, Board Member Cathey, and Board Member Powell stated that they will not be in attendance at the September meeting.

A motion was made by Board Member Cathey and seconded by Vice-Chairman Keffer to adjourn the meeting at 12:26 p.m. Motion put and carried.

Chairman

Secretary

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

**UNAPPROVED VOUCHER LISTING
September 16, 2021**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8325	West Plains Engineering, Inc.	Capital Expense – WTP HVAC Chiller Replacement Project No. 20-030 PP4	\$1,600.00
8326	Intuit Marketplace	250 Checks for Operations Fund	\$210.98
8327	Casper Star Tribune	Legal Ad – Notice of Final Payment – 2.6M Gallon Tank Roof Replacement Project No. 18-093	\$246.82
8328	City of Casper	Operations Reimbursement – August 2021	\$185,640.29
8329	Russell Industries, Inc.	Capital Expense – GWHS Pump #1 Impeller and Major Repair Kit	\$13,814.29
8330	City of Casper	Loan Payment	\$127,960.40
8331	Wyoming Financial Insurance	Property Insurance 2021-2022	\$98,183.00
8332	Long Building Technologies	Capital Expense – Replace Front Entrance Fan Coil Unit	\$4,572.47
8333	Wyoming.com	RWS Website Domain Hosting 9/7/21 – 9/7/22	\$60.00
		Total	\$432,288.25

*



City of Casper
200 North David Street
Casper, WY 82601

General Billing

For questions regarding this invoice, please contact us at (307) 235-8235 or email FinanceCustomerService@CasperWY.Gov

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CENTRAL WYO. REGIONAL WATER SYS....	08/31/2021	2060	\$0.00	09/30/2021	\$185,640.29
LAST PAYMENT DATE	LAST PAYMENT AMOUNT	PAST DUE AMOUNT	ACCOUNT BALANCE		
08/17/2021	\$63,980.20	\$0.00	\$313,600.69		

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
REGIONAL WATER OPS REIMBURSEMENT	1.00	\$185640.2900	EACH	\$185,640.29	\$0.00	\$0.00	\$185,640.29
Invoice Total:							\$185,640.29

August 2021 Operations Reimbursement

August 2021 Total Reimbursement Invoice		
9010.00	Wages & Salaries Dir Labor - O&M	\$93,068.21
9020.00	Chemical Charge - O&M	\$44,575.50
9030.00	Utilities - O&M	\$31,508.96
9040.00	Supplies - O&M	\$5,364.58
9060.00	Training - O&M	\$0.00
9070.00	Major Maint, Repair, Replc - O&M	\$0.00
9080.00	Testing & Lab Services - O&M	\$3,827.00
9090.00	Other Reimbursable Costs - O&M	\$7,296.04
6040.10	Consulting	\$0.00
	300-6257 - Ops Reimb	\$185,640.29
	300-6214 - Consulting	\$0.00
	Invoice Total	\$185,640.29

✂ 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	08/31/2021
Invoice Number	2060
Customer Number	2784
Amount Paid	\$185,640.29
Due Date	09/30/2021
Invoice Total Due	\$185,640.29

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

000001&20222000020602001&5640299

City of Casper Wyoming
Expenditure Reimbursement Request
August 31, 2021

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ALL-OUT-FIRE EXT	General Materials & Supplies	08/18/2021	25821	855.00	Safety equipment
ALSCO	Laundry/Towel	08/03/2021	LCAS1425053	61.55	Professional Laundry Services
ALSCO	Laundry/Towel	08/11/2021	LCAS1427662	61.55	Laundry service
BLACK HILLS ENERGY	Natural Gas	08/09/2021	RIN0030594	389.90	Natural Gas
BRENNTAG PACIFIC, IN	Chemicals	08/09/2021	BPI166648	12,732.51	Ferric Chloride
BRENNTAG PACIFIC, IN	Chemicals	08/11/2021	BPI164825	13,324.50	Ammonium Hydroxide
Canva	Advertising/Promotion	07/21/2021	20550340	1.00	Irrigation Ban Clip Art
Canva	Advertising/Promotion	07/21/2021	21060782	1.00	Irrigation Ban Clip Art
Canva	Advertising/Promotion	07/27/2021	16638390	1.00	Irrigation Ban Clip Art
Canva	Advertising/Promotion	08/09/2021	0313829924733	1.00	Irrigation Ban Clip Art
Canva	Advertising/Promotion	08/09/2021	0313828687905	1.00	Irrigation Ban Clip Art
CASPER STAR-TRIBUNE,	Advertising/Promotion	08/18/2021	76030	49.86	Advertising - JPB Meeting Notice
CITY OF CASPER	Refuse Collection	07/28/2021	606608	6,929.91	Actiflo Sludge Disposal 606608
CITY OF CASPER	Refuse Collection	08/18/2021	334558	126.00	Sanitation Bill
CITY OF CASPER	Refuse Collection	08/18/2021	357332	204.00	Sanitation Bill
CITY OF CASPER	Sewer	08/18/2021	334558	25.79	Sewer Bill
CITY OF CASPER	Sewer	08/18/2021	357332	25.79	Sewer Bill
CPU IIT	Technology Supplies	08/05/2021	INV118871	209.00	Monitor for Tom
CPU IIT	Technology Supplies	08/05/2021	INV118866	88.40	UPS
CRUM ELECTRIC SUPPLY	General Materials & Supplies	08/05/2021	2291947	22.00	ELECTRICAL PARTS AND EQUIPMENT
DPC INDUSTRIES, INC.	Chemicals	07/28/2021	737002977-21	7,183.68	Sodium Hypo
DPC INDUSTRIES, INC.	Chemicals	07/28/2021	737003125-21	7,507.91	Sodium Hypo
ENERGY LABRATORIES I	Testing	07/28/2021	408329	2,724.00	TTHM and HAAs Lab Testing 4083
ENERGY LABRATORIES I	Testing	08/09/2021	412508	22.00	Bacteria, Public Water Supply
ENERGY LABRATORIES I	Testing	08/09/2021	412884	306.00	Aerobic endospores testing
ENERGY LABRATORIES I	Testing	08/11/2021	414475	57.00	Carbon, Total Organic testing
ENERGY LABRATORIES I	Testing	08/18/2021	414985	22.00	Solids, Total Suspended testin
ENERGY LABRATORIES I	Testing	08/18/2021	414986	306.00	Aerobic Endospores testing
ENERGY LABRATORIES I	Testing	08/18/2021	415008	84.00	Alkalinity Carbon, Total Organ
ENERGY LABRATORIES I	Testing	08/18/2021	416484	306.00	Aerobic Endospores testing
FaceBook	Advertising/Promotion	08/03/2021	79994127	37.56	Facebook Irrigation Ban Ads
GRAINGER, INC.	General Materials & Supplies	08/09/2021	9014515846	1,245.75	South Chem sump pump
GRAINGER, INC.	General Materials & Supplies	08/11/2021	9016025729	510.30	Motors
HACH CO., CORP.	Maintenance Agreements	08/18/2021	12585700	4,738.00	Monochloramine Analyzer Annual
Hose & Rubber	General Materials & Supplies	08/03/2021	45708	89.64	ACTIFLO LAGOON HOSES
HYDRO OPTIMIZATION &	Professional Services	08/09/2021	9790	1,794.00	Labor/travel/mileage/service
Insurance/Bonds	Insurance/Bonds	08/11/2021	FY22 Ins/Bon	2,282.48	FY22 INS/Bonds
Internal Services	Internal Services	08/11/2021	FY22 TRX	23,933.77	FY22 Internal Services

City of Casper Wyoming
Expenditure Reimbursement Request
August 31, 2021

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
KEENAN SUPPLY-CASPER	General Materials & Supplies	08/03/2021	S016748199.001	1,785.26	Solenoid
KONE, INC.	Maintenance Agreements	08/18/2021	1158195258	764.04	Freight elevator repair
NAPA AUTO PARTS CORP	General Materials & Supplies	07/27/2021	740212	13.38	Gasket Material for GWHS #1
NAPA AUTO PARTS CORP	General Materials & Supplies	07/27/2021	740283	23.90	Gasket Material for GWHS #1
Other Insurance	Other Insurance	08/05/2021		164.13	Other Insurance Benefits
Payroll	Personnel	08/05/2021		32,312.03	8/5/2021 Payroll
Payroll	Personnel	08/19/2021		34,375.80	8/19/2021 Payroll
P-CARD VENDORS	Gas/Fuel	07/29/2021	0123279	52.43	Gasoline
PRINTWORKS	Postage & Printing	08/11/2021	12057	35.10	Business cards
Rocky Mountain Air	Chemicals	07/28/2021	30288821	3,826.90	Liquid Oxygen 30288821
ROCKY MOUNTAIN POWER	Electricity	08/18/2021	RIN0030605	13,264.40	Electricity - WTP, Wells
ROCKY MOUNTAIN POWER	Electricity	08/18/2021	RIN0030605	10,543.17	Electricity - Tanks, Boosters, Meters
Sutherlands	General Materials & Supplies	07/30/2021	45667	8.99	Cap for Actiflo lagoon
Walmart	General Materials & Supplies	08/04/2021	043561	16.24	batteries
WARDWELL WATER & SEW	General Materials & Supplies	08/03/2021	RIN0030588	158.13	Utilities - Water
WYOMING FIRST AID &	General Materials & Supplies	08/09/2021	201008	35.54	First aid supplies
Total				<u>\$185,640.29</u>	

Central Wyoming Regional Water System

Gallons Produced
Rates Billed

Fiscal Year 2021-2022

Entity	Gallons of Water Produced			Water Rates Billed		
	8/31/2021	7/31/2021	Year-to-Date	8/31/2021	7/31/2021	Year-to-Date
Salt Creek JPB	4,458,112.245	5,338,653.061	9,796,765.306	\$ 9,495.78	\$ 11,371.33	\$ 20,867.11
Wardwell W&S	28,590,289.796	35,380,465.306	63,970,755.102	\$ 60,897.32	\$ 75,360.39	\$ 136,257.71
Pioneer	7,745,114.286	8,581,059.184	16,326,173.469	\$ 16,497.09	\$ 18,277.66	\$ 34,774.75
Poison Spider	819,132.653	810,255.102	1,629,387.755	\$ 1,744.75	\$ 1,725.84	\$ 3,470.60
33 Mile Road	1,369,336.735	1,191,938.776	2,561,275.510	\$ 2,916.69	\$ 2,538.83	\$ 5,455.52
Sandy Lake	1,945,990.816	2,350,780.612	4,296,771.429	\$ 4,144.96	\$ 5,007.16	\$ 9,152.12
Lakeview	813,420.408	807,265.306	1,620,685.714	\$ 1,732.59	\$ 1,719.48	\$ 3,452.06
Mile-Hi	595,862.245	693,764.286	1,289,626.531	\$ 1,269.19	\$ 1,477.72	\$ 2,746.90
City of Casper	495,137,094.816	571,684,899.367	1,066,821,994.184	\$ 1,054,642.01	\$ 1,217,688.84	\$ 2,272,330.85
Regional Water	(96,000.000)	(12,554,832.000)	(12,650,832.000)	\$ (204.48)	\$ (26,741.79)	\$ (26,946.27)
TOTAL	541,378,354.000	614,284,249.000	1,155,662,603.000	\$1,153,135.89	\$1,308,425.45	\$2,461,561.35

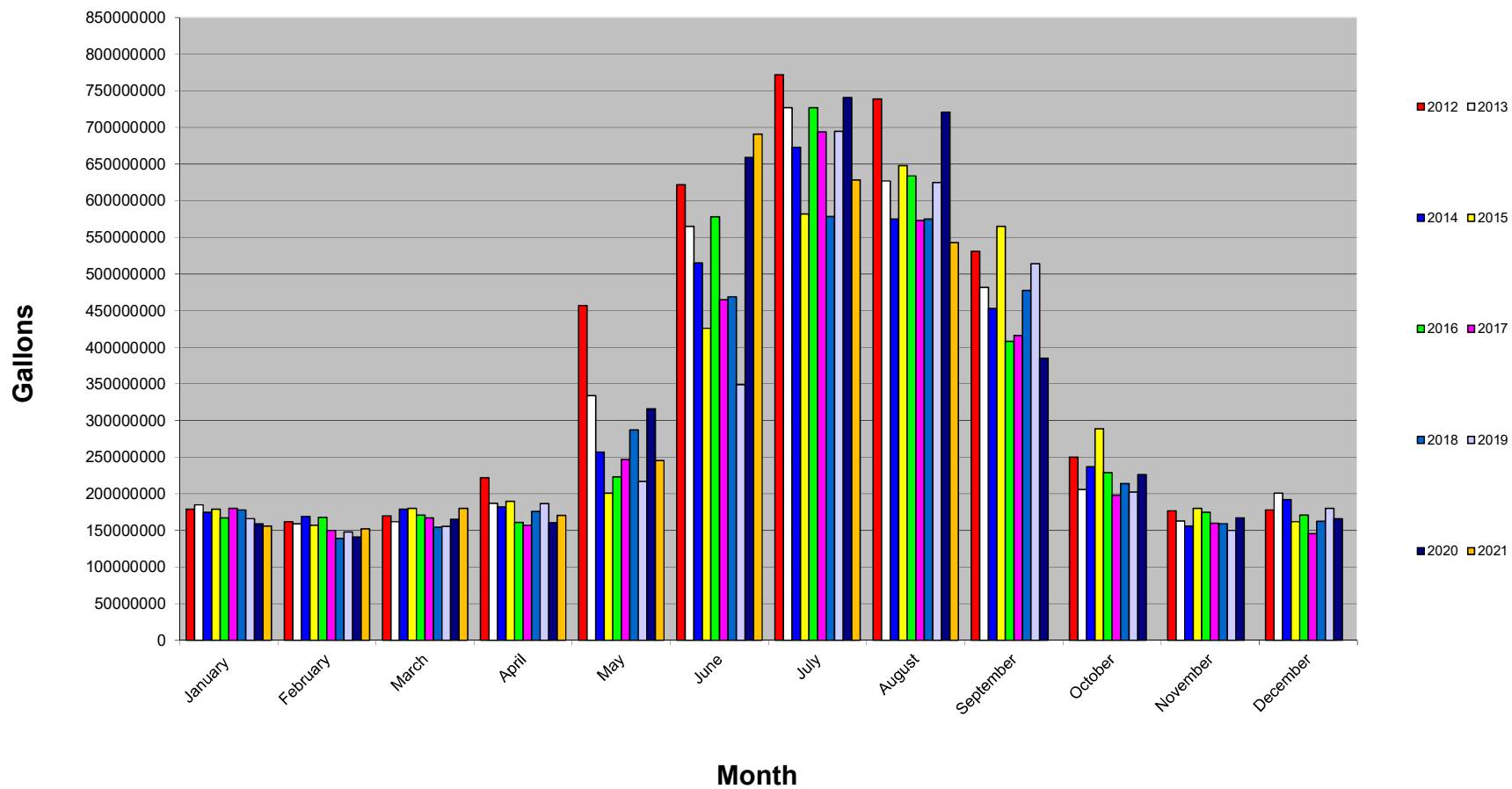
TOTAL PRIOR YEAR (FY2021) GALLONS PRODUCED: 3,978,940,625.000

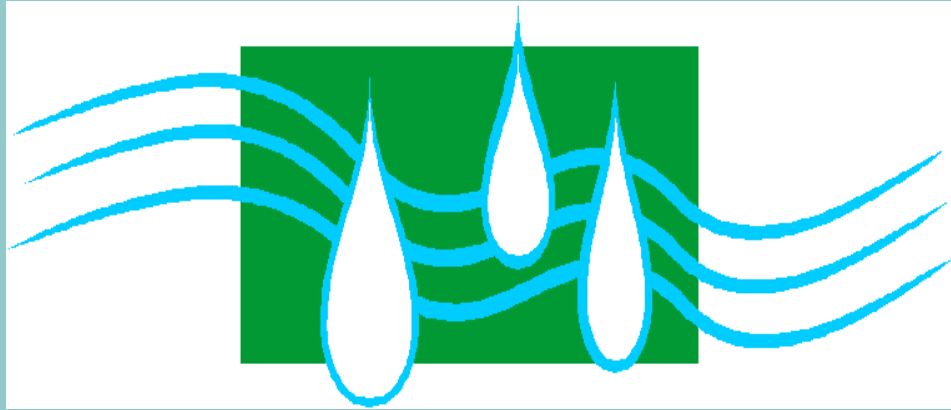
TOTAL PRIOR YEAR (FY2021) BILLING: \$ 8,077,249.47

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

**Agenda Item
4**

WTP PRODUCTION





Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation

August 31, 2021

Prepared by:
City of Casper
Finance Department

CENTRAL WYOMING REGIONAL WATER SYSTEM

Balance Sheet Report for 2022 Period 2 (as of August 31, 2021)

Account Number	Description	Account Balance
Consolidated Funds		
Assets	Total Assets	54,219,116
1000	Cash	6,343,518
	Restricted Cash	1,000,000
1200	Accounts Receivable	1,183,418
1230	Grants Receivable	0
1400	Inventory	473,103
1505	WGIF Investments	534,790
1600	Prepaid Expense	7,799
1710	Land	580,874
1720	Buildings	48,058,416
1725	Accumulated Depreciation - Bld	(36,938,782)
1730	Improvements Other Than Bldgs	37,922,916
1735	AD Improve. Non Bldg	(10,152,195)
1740	Machinery & Equip - Light	1,027,301
1745	AD Machinery & Equip. - Light	(749,037)
1780	Construction In Progress	4,926,995
Liabilities	Total Liabilities	(12,939,984)
2010	Vouchers/Account Payable	(185,640)
2020	Retainage Payable	(98,449)
2030	Accrued Wages Payable	(21,556)
2040	Leaves Payable	(55,507)
2070	Interest Payable	(142,671)
2080	Notes Payable - Current	(2,149,169)
2510	Notes/Loans Payable - Non Cur	(10,286,992)
Fund Balance	Total Fund Balance	(41,279,132)
3000	Net Investment in Capital Assets	(32,240,327)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(8,038,806)
Total Liabilities + Fund Balance		(54,219,116)

CENTRAL WYOMING REGIONAL WATER SYSTEM

Comparative Income Statement

One Month YTD as of August 31, 2021

	2020	2021	2022
Revenue	\$2,593,706	\$2,999,414	\$2,525,781
4220 - State Grants	\$0	\$0	\$0
4501 - Interest Earned	\$19,649	\$909	\$293
4504 - Contributions	\$0	\$0	\$0
4505 - Misc. Revenue	\$0	\$64	\$0
4601 - Water Utility Charges	\$2,536,676	\$2,951,711	\$2,461,561
4650 - System Development Charges	\$37,381	\$46,730	\$63,927
Expense	\$1,305,842	\$687,433	\$1,475,383
6212 - Legal Services	\$746	\$228	\$3,673
6213 - Investment Services	\$30	\$79	\$52
6214 - Consulting Services	\$770	\$0	\$189
6215 - Acctg/Audit Services	\$0	\$0	\$0
6255 - Other Contractual	\$0	\$0	\$0
6257 - Reimbursable Contract Exp.	\$730,077	\$293,601	\$363,161
6303 - Buildings	\$0	\$0	\$0
6305 - Improvements Other Than Bldgs	\$190,594	\$10,022	\$719,552
6307 - Intangibles	\$0	\$0	\$0
6311 - Light Equipment	\$0	\$0	\$0
6312 - Light Equipment - Replacement	\$0	\$0	\$0
6321 - Technology - Replacement	\$719	\$3,123	\$0
6501 - Principal	\$304,061	\$312,834	\$334,784
6510 - Interest	\$60,912	\$52,139	\$38,372
6780 - Insurance/Bonds	\$17,933	\$15,408	\$15,599
Net Income:	\$1,287,864	\$2,311,980	\$1,050,399

BUDGET COMPARISON

As of August 31, 2021

16.67% OF YEAR EXPIRED

CWRWS FUND

(FUND 300)

ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL		YET TO BE COLLECTED	% REC'D
4501	Interest Earned	(20,000)	-	(20,000)	(293)	-	(19,707)	1.50
4505	Misc. Revenue	(100)	-	(100)	-	-	(100)	0.00
4601	Water Utility Charges	(7,763,361)	-	(7,763,361)	(2,461,561)	-	(5,301,800)	31.70
4650	System Development Charges	(245,000)	-	(245,000)	(63,927)	-	(181,073)	26.10
	TOTAL REVENUES	(8,028,461)	-	(8,028,461)	(2,525,781)	-	(5,502,680)	31.46%

		ORIGINAL BUDGET	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBERED	AVAILABLE BUDGET	% USED
6212	Legal Services	30,000	-	30,000	3,673	-	26,327	12.20
6213	Investment Services	1,500	-	1,500	52	-	1,448	3.50
6214	Consulting Services	15,000	-	15,000	189	-	14,811	1.30
6215	Acctg/Audit Services	32,000	-	32,000	0	-	32,000	0.00
6255	Other Contractual	3,000	-	3,000	0	-	3,000	0.00
6257	Reimbursable Contract Exp.	3,480,989	-	3,480,989	363,161	-	3,303,468	5.10
6303	Buildings - New	485,000	-	485,000	0	-	485,000	0.00
6305	Improvements Other Than Bldgs	1,022,000	-	1,022,000	719,552	510,534	-208,086	120.40
6307	Intanibles - New	80,000	-	80,000	0	-	80,000	0.00
6311	Light Equipment - New	10,000	-	10,000	0	-	10,000	0.00
6312	Light Equipment - Replacement	100,000	-	100,000	0	-	100,000	0.00
6501	Principal	2,150,648	-	2,150,648	334,784	-	1,815,864	15.60
6510	Interest	436,648	-	436,648	38,372	-	398,276	8.80
6720	Travel/Training	2,000	-	2,000	0	-	2,000	0.00
6780	Insurance/Bonds	106,000	-	106,000	15,599	-	90,402	14.70
	TOTAL EXPENDITURES	\$ 7,954,785	\$ -	\$ 7,954,785	\$ 1,475,383	\$ 510,534	\$ 6,154,509	18.55%
	TOTAL REVENUE OVER/(UNDER) EXPENSE	\$ 73,676	\$ -	\$ 73,676	\$ 1,050,399	\$ (510,534)	\$ (651,829)	

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 21st day of September 2021, by and between the following parties:

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

2. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming 82718-7710 (“Consultant”).

Throughout this document, the Owner and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The Owner is undertaking a project to upgrade the disinfection system at the Central Wyoming Regional Water Treatment Plant, hereinafter referred to as the “Project.”

B. The project requires professional services for preliminary design services.

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

D. The Owner desires to retain the Consultant 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 Consultant shall perform the following services in connection with and respecting the project: See Attached “Exhibit A” (CWRWS – JPB Water Treatment Plant Disinfection System Upgrade Preliminary Design Report).

2. **TIME OF PERFORMANCE:**

The services of the Consultant are to commence upon written notice to proceed from the Owner. The Project design shall be undertaken and completed on or before the 30th day of April, 2022.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a maximum of Seventy-One Thousand Seven Hundred Thirty-Five Dollars (\$71,735.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the CWRWS. Consultant shall submit an invoice for payment specifying that it 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 Consultant to the Owner for any goods, services, licenses, permits or any other items 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 Consultant 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 Owner and the Consultant, 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 Owner's and the Consultant's authorized representatives.

The Owner and the Consultant 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.

(WTP Disinfection System Upgrade Preliminary Design Report - HDR)

APPROVED AS TO FORM:

ATTEST

CENTRAL WYOMING REGIONAL WATER
SYSTEM JOINT POWERS BOARD

Kenneth L. Waters
Secretary

H. H. King, Jr.
Chairman, CWRWS

WITNESS

CONSULTANT
HDR Engineering
601 Metz Drive
Gillette, Wyoming 82718-7710

By: Elizabeth Coday

By: Jason L. Kjenstad

Printed Name: Elizabeth Coday

Printed Name: Jason Kjenstad

Title: Office Manager

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The Owner 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 Consultant's compensation, which are mutually agreed upon between the Owner and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Consultant 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 Owner: provided, however, that claims for money due or to become due the Consultant from the Owner 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 Owner within five (5) business days of any assignment or transfer.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure 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 Consultant 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 Consultant 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 Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant 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 Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant 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 Owner. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any sub-Consultant to perform any services in the scope of this project, unless the sub-Consultant is approved in writing by the Owner. Any approved sub-Consultant shall be paid by the Consultant.

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
851 Werner Court, Suite 120
Casper, WY 82601
Phone #: 307 – 234 – 4591
Fax #: 307 – 266 – 1238
www.Wyomingworkforce.org

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.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant 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 Consultant, its subconsultants, 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 Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) 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. 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 Consultant 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 Consultant’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) 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 Consultant maintains higher limits than required under this Agreement, then the Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

D. Other Insurance Provisions

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

1. *Additional Insured Status*

The Owner, 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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 Owner. Such notice to the Owner shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Owner by virtue of the payment of any loss under such insurance. Consultant 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 Owner has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Owner. Unless otherwise approved by the Owner in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Owner, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Owner may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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 Owner.

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 three (3) years after completion of the contract of work*. However, Consultant'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 Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Owner is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

Owner 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. Consultant agrees to indemnify the Owner, the Owner'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 of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant 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 Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant 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 Owner by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING 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., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. 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.

**Central Wyoming Regional Water System Joints Powers Board
Water Treatment Plant Disinfection System Upgrade Preliminary
Design Report
Project No. 21-039**

General

The following addresses the work tasks and deliverables requested by the Central Wyoming Regional Water System (CWRWS) to complete the Preliminary Design Report (PDR) for the Water Treatment Plant (WTP) Disinfection System Upgrade. These tasks will be completed by HDR Engineering, Inc. and its subconsultants (collectively referred to as HDR).

During the last five years, the CWRWS has faced regulatory challenges from the US EPA Region 8 due to the presence of *Cryptosporidium* in the North Platte River. The process has resulted in a Long Term 2 Enhanced Surface Water Treatment Rule, Bin 2 Classification, and an associated *Cryptosporidium* Treatment Schedule. The overall purpose of the program is to install a new UV Disinfection System for the Groundwater Treatment Plant and provide associated modifications to the Ozone System.

Objective

This project is to satisfy the first milestone of the overall program, which is to complete a PDR by April 30, 2022. The program goal is to develop a complete design by October 30, 2025, and complete construction of the facility by April 30, 2028.

Standards Used for Project

HDR will use the following standards to prepare the PDR:

1. American Water Works Association (AWWA), Standard F110-16 Ultraviolet Disinfection Systems for Drinking Water
2. AWWA, Standard F120-18 Ozone Systems for Water.
3. AWWA, Standard B304-21 Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems.
4. US EPA Office of Water, Ultraviolet Disinfection Guidance Manual for the Final Long Term 2 Enhanced Surface Water Treatment Rule.
5. National Water Research Institute and Water Research Foundation, Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse, Third Edition
6. Water Supply Committee of the Great Lakes--Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, Policies for the Review and Approval of Plans and Specifications for Public Water Supplies, 2018 edition (Ten States Standards).

Work Tasks

Task 1 Project Management

Task 1.01 Project Initiation/Project Management

This task is used to establish coordination between the HDR and Public Services project teams, and provide overall management of the project. Tasks include project contracting and set-up activities, coordination of project activities and subconsultants, verification of compliance with the scope of services, management of the project budget and schedule, preparation of monthly invoices, and coordination of quality assurance and quality control (QA/QC) of the tasks and deliverables throughout the project.

Task 1.02 Project Kickoff

A 60-minute project kickoff meeting will be held with key project team members (HDR and Public Services) to introduce the project teams, establish key project team members' roles and responsibilities, define lines of communication, review the scope, objectives, and project schedule, and establish the approach that will be used to manage the project. The teams are to discuss existing information that may be used in the PDR, and a preliminary list of attendees who will participate in the various project workshops.

Task 1.03 Project Tracking and Invoicing

Includes tracking of project status, including budget and schedule status, and preparation of monthly invoices and progress reports throughout the course of the project.

Task 1.04 Project Completion Meeting

A two-hour meeting will be conducted at the conclusion of the project to inform the CWRWS Joint Powers Board of the project findings and recommendations.

Task 1 Deliverables

- Project kickoff meeting agenda and notes
- Monthly invoices and progress reports

Task 1 Assumptions

- The 60-minute project kickoff meeting/call is in-person and attended by up to three HDR staff members, including HDR's project manager and UV Technical Lead, by phone conference.
- Monthly project coordination meetings will be conducted as needed throughout the project between the HDR and Public Services project managers.
- The two-hour project completion meeting is in-person and attended by up to three HDR staff members, including HDR's project manager and UV Technical Lead.
- Materials for Project Completion Meeting will be developed after consultation with Public Services staff and includes some combination of projected presentation slides, large maps, personal hard-copy hand-outs, and other visual aids to explain the findings and recommendations.

- Deliverables will be provided to attendees and others as requested in electronic pdf format.
- Up to seven monthly invoices and progress reports will be prepared.

Task 2 Review and Summation of Previous Data/Studies

Task 2.01 Data Collection and Review

HDR will work with Public Services staff to collect and review available background information regarding the WTP disinfection requirements and the ozone systems, including reports, planning documents, water quality data, agency surveys, correspondence, engineering drawings/calculations, and other sources of data relating to the facility. Data will be summarized as the PDR background section and used as the basis for subsequent tasks.

Task 2.02 EPA Region 8 Coordination

HDR will prepare a proposal memo for Public Services to submit to US EPA Region 8 staff. The memo will propose HDR's recommended UV and ozone disinfection system sizing for the groundwater treatment train and rationale for the sizing. Afterwards, HDR and Public Services will host a video conference call with US EPA Region 8 staff to review the proposal memo and gain concurrence for the groundwater treatment disinfection system sizing.

Task 2 Deliverables

- Conference call agenda and notes for conference call with US EPA Region 8.
- Draft Initial PDR, including:
 - Table of Contents.
 - Background data consisting of the summarized data.
 - Regulatory requirements for:
 - Surface water treatment ozone system.
 - Groundwater treatment ozone and UV systems.
 - Outline of subsequent sections.

Task 2 Assumptions

- Proposal memo is up to five pages in length.
- Conference call with US EPA Region 8 is two-hours in duration and attended by HDR PM, UV Technical Lead, and QA/QC lead (Steve Quail).
- The PDR background section is up to ten pages in length
- The PDR regulatory requirements section is up to five pages in length and is based on the proposal memo and the conference call notes.
- Public Services comments to the Draft Initial PDR will be addressed for the Task 6 deliverables.

Task 3: Inventory and Evaluation of Existing Facilities for Design Needs

HDR will complete an in-person review of the existing ozone systems, and ancillary support systems, to quantify current equipment conditions and performance and determine what changes, if any, have occurred since the 2017 Facility Plan. While onsite, HDR will conduct interviews with WTP staff to gain an understanding of ozone system operational issues and challenges.

Task 3 Deliverables

- Existing facilities condition section of PDR.

Task 3 Assumptions

- In-person review is 6-hours in duration and attended by HDR PM, UV Technical Lead, and Ozone Technical Lead.
- Existing facilities condition section of PDR is 20 to 30 pages in length.
- Public Services comments to the existing facilities condition PDR will be addressed for the Task 6 deliverables.

Task 4.0: Preliminary System Layout and Design

HDR will use the information gained from subsequent tasks to work with Public Services staff to identify preferred equipment and layouts for the new UV disinfection system and the replacement ozone system generators for both the groundwater and surface water treatment trains.

Task 4.01 Alternatives Development

HDR will develop alternatives for the UV and ozone systems. Information will be packaged into a memo for Public Service review.

Task 4.02 Alternatives Review and Selection Workshop

HDR will conduct a video conference workshop to review alternatives, discuss advantages and disadvantages of each alternative, and work with Public Services staff to select a UV alternative and an ozone alternative to refine.

Task 4.03 Selected Alternative Refinement

HDR will refine the selected alternatives by finalizing UV and the main ozone equipment locations, sizing and locating ancillary ozone systems (cooling water system, LOX storage, controls, ozone destruct units), quantifying electrical integration requirements, establishing control/SCADA integration requirements, and determining potential changes to room configurations and HVAC needs. The information will be packaged up as the equipment description section of the PDR.

Task 4.04 Refined Alternatives Review Workshop

HDR will conduct an in-person workshop to review refined alternatives and solicit Public Services comments.

Task 4 Deliverables

- Draft alternatives memo.
- Alternatives workshop agenda, materials, and notes.
- Refined selected alternative workshop agenda, materials, and notes.
- Final alternatives memo with selected alternative selection.
- Equipment description section of PDR.

Task 4 Assumptions

- The following alternatives will be developed:
 - UV disinfection system
 - One medium-pressure UV system at two different locations.
 - One low-pressure UV system at two different locations.
 - Ozone disinfection system
 - Renovated existing shell-and-tube reactors.
 - New shell-and-tube reactors.
 - New modular reactors.
- Each alternative will consist of:
 - Process flow diagrams of main UV and ozone equipment (i.e., excluding ozone ancillary systems),
 - Equipment sizes, capacities, and power requirements,
 - Location and approximate size of interconnecting piping and valving,
 - Initial capital and annual operating cost estimates (from Task 5).
- Draft and final alternatives memos are 20 to 30 pages in length. The final memo becomes an appendix to the PDR.
- The PDR equipment description section will be 10 to 20 pages in length.
- Public Services comments to the PDR equipment description section will be addressed for the Task 6 deliverables.

Task 5: Preliminary Cost Analysis

HDR will prepare estimates for capital costs (equipment purchase, installation, and integration), and for annual operating costs (labor, power, and chemicals).

Cost estimates will be prepared in preparation for State Revolving Funds (SRF) applications. HDR will assist the Owner in applying for SRF.

Task 5 Deliverables

- Capital and annual operating cost estimates for Task 4 alternatives.
- Capital and annual operating cost estimate for refined selected alternative.

Task 5 Assumptions

- Cost estimates are conceptual in nature and is classified as a Class 5 estimate by AACE International, Inc. with a range of accuracy of -50 percent +100 percent.
- Cost estimates will be based on equipment vendor quotations, recent bid prices for local projects, and HDR's professional experience.

Task 6: Reports and Executive Summary

HDR will prepare compile the individual PDR sections prepared for the prior tasks into a complete draft PDR report and prepare a draft executive summary. The draft PDR will also address prior Public Services comments to previously submitted sections. The draft PDR will be submitted to Public Services for review.

HDR will collect Public Services comments to the draft PDR and executive summary to prepare and submit the final PDR and executive summary.

Task 6 Deliverables

- Draft PDR and executive summary
- Final PDR and executive summary

Task 6 Assumptions

- Executive summary is no more than ten pages in length.

Exhibit "B"

CWRWS, Water Treatment Plant Disinfection System Upgrade Preliminary Design Report

Task Description	Total
Labor	
Task 1 - Project Meetings	\$10,805.00
Task 2 - Review and Summarization of Previous Data/Studies	\$4,040.00
Task 3 - Inventory and Evaluation of Existing Facilities for Design Needs	\$13,750.00
Task 4 - Preliminary System Layout and Design	\$11,180.00
Task 5 - Preliminary Cost Analysis	\$4,985.00
Task 6 - Reports and Executive Summaries	\$8,520.00
Subconsultants	<u>\$16,345.00</u>
Total Labor Cost	\$69,625.00
Expenses	<u>\$2,110.00</u>
Total Fee	\$71,735.00

HDR Engineering 2021 Hourly Billing Rates

Enclosed are the 2021 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
Project Manager I	165
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
Engineer I	115
<u>ASME Disciplines</u>	<u>180</u>
Engineering/Field Services Technician IV	155
Engineering/Field Services Technician III	125
Engineering/Field Services Technician II	105
Engineering/Field Services Technician I	95
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
Construction Inspector	95
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
Strategic Communications/Graphic Designer I	95
Project Controller	95
Project Assistant	90
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.



CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD

BUDGET AMENDMENT NO. 1 TO THE ORIGINAL ADOPTED FY2022 BUDGET

		Original Approved Budget	Budget Amend No. 1	Total Budget As Amended	Comments
300-4220	STATE GRANTS	\$0		\$0	
300-4650	SYSTEM DEVELOPMENT CHARGES	\$245,000		\$245,000	
300-4601	WATER RATE REVENUE	\$7,763,361		\$7,763,361	
300-4501	INTEREST ON INVESTMENTS	\$20,000		\$20,000	
300-4505	MISCELLANEOUS REVENUE	\$100		\$100	
	TOTAL REVENUES	\$8,028,461		\$8,028,461	
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	\$32,000		\$32,000	
300-6255	OTHER CONTRACTUAL-WATER	\$3,000		\$3,000	
300-6257	REIMBURSABLE CONTRACT EXPENSES	\$3,480,989		\$3,480,989	
300-6720	TRAVEL/TRAINING	\$2,000		\$2,000	
300-6780	INSURANCE & BONDS	\$106,000		\$106,000	
300-6501	PRINCIPAL PAYMENTS	\$2,150,648		\$2,150,648	
300-6510	INTEREST EXPENSE	\$436,648		\$436,648	
300-6303	BUILDINGS	\$485,000	\$6,000	\$491,000	Roll-Over Project
300-6305	IMPROVEMENTS OTHER THAN BUILDINGS	\$1,022,000	\$1,617,533	\$2,639,533	Encumbered Contracts, Roll-Over Projects, Change Orders
300-6307	INTANGIBLES	\$80,000	\$39,769	\$119,769	Encumbered Contract
300-6311	LIGHT EQUIPMENT	\$10,000		\$10,000	
300-6312	LIGHT EQUIPMENT	\$100,000		\$100,000	
	TOTAL EXPENSES	\$7,954,785	\$1,663,302	\$9,618,087	

Approved this _____ day of _____, 2021

Paul C. Bertoglio, Treasurer

H.H. King, Jr., Chairman

**CITY OF CASPER
LICENSING AND APPEALS BOARD
CITY HALL, DOWNSTAIRS MEETING ROOM
SEPTEMBER 16TH, 2021
4:00 P.M.**

Members of the public wishing to place a new item on the agenda must submit a written request to the Community Development Department no later than eight (8) days preceding the Licensing and Appeals Board meeting.

Members of the public wishing to comment at a regular Licensing and Appeals Board Meeting may do so at the end of the regular meeting with a majority of the board voting in favor of their request. These comments will be limited to five (5) minutes.

AGENDA

I. ROLL CALL

II. APPROVAL OF AUGUST NOTES

III. MONTHLY REPORT

IV. NEW BUSINESS

V. APPLICATIONS FOR THE BOARD'S CONSIDERATION:

GENERAL CONTRACTORS

SITI Construction – Aaron Brown – Applying for Class I license to build new Dollar General

Broc Deschenes – Applying for Class II license. Build new homes, remodel, and repair and update existing homes.

APPRENTICE, JOURNEYMAN, MASTER

Matthew Hainsberger – Applying for a Mechanical Journeyman license

VI. COMPLAINTS

VII. COMMUNICATIONS FROM PERSONS PRESENT

VIII. ADJOURNMENT

CITY OF CASPER
CONTRACTORS' LICENSING AND APPEALS BOARD
August 19th, 2021

MEMBERS PRESENT: **JASON HUBER** **ANDREW ELSTON**

 STEVE WALKIN **ZAC HORNER**

CITY COUNCIL: **BRUCE KNELL**

CITY STAFF: **DAN ELSTON** **DEEANN MILLER**

CALL MEETING TO ORDER – Zac Horner called the meeting to order at 4:07 P.M.

MONTHLY REPORT UPDATE – Dan Elston reported

Below is a breakdown of ____ commercial projects that are in progress:

- .

Completed Projects:

Plans Submitted for Approval:

NEW BUSSINESS:

- Dan Elston reported the Steve Boyle has resigned from the Board due to medical reasons, a search will begin to fill this vacancy.
- The 2021 International Building Codes have passed the third reading and adopted by City Council, enforcement will begin in October.
- The new inspection and permitting software have been implemented, there are some glitches that are being worked out as there is with all new changes but it is moving forward.

LICENSE APPLICATIONS

NATHANIEL CABRIALES – Applying for a Class III license, board approved to test.

ALICIA BELL – Applying for a Class II license. After previous application submittals board approved Alicia for a Class II license, no test required.

DAVID ANDERSON – Applying for a Class III license, board approved to test.

BRIAN GAGNE – WEATHERPROFFING TECHNOLOGIES - Applying for a Class I license, board approved, ICC certification accepted, no test required.

STEVE POE – AMERICAN REMODELING – Applying for a Class III license, board approved, ICC certification accepted, no test required.

AARON COTHREN – RAGNAROK CONSTRUCTION LLC – Applying for a Class III license. Applicant did not have all required documents in the form of a notarized affidavit. Board voted to table application pending further information.

CORLEY TYLER – Applying for a Mechanical Journeyman license, approved to test

TYLER FOWLER – Applying for a Mechanical Journeymen license, approved to test

TYLER LaPLATNEY – Applying for a Journeyman Plumber license, approved to test

DANIEL CISERNOS – Applying for a Master Plumber license, approved to test

COMPLAINTS – Dan Elston provided copies of complaint from Derek Noel against Stone River Construction. Inspector Justin Scott went to 1151 Harmony Road to inspect the validity of the complaint.

UNSAFE STRUCTURES ORDINANCE – None at this time.

ADJOURN – The meeting adjourned at 4:50 p.m.

Respectfully submitted,

Dan Elston, Secretary



CONSULATE-GENERAL OF JAPAN
1225 17th Street, Suite 3000
Denver, CO 80202
Tel: (303) 534-1151 • Fax: (303) 534-3393

September 9, 2021

Dear Friend,

With great respect and sincere gratitude, I wish to inform you that my time as Consul General of Japan in Denver is complete. I returned to Japan on September 9th, and will assume my next assignment in another country in November.

It has been a pleasure and honor to serve as Consul General of Japan in Denver, with the fine people of Colorado, Utah, New Mexico, and Wyoming. During nearly three years here, I have been able to visit many and see much of the great natural beauty of this Rocky Mountain region. In spite of the pandemic we have all experienced, it has been a wonderful opportunity to meet so many good people, learn of their generous nature, and get involved with the vibrant Japan-related community of this area.

I very much appreciate the gracious kindness I have been shown, and have very much enjoyed working with you toward building good relations between Japan and this region. It is gratifying to see such positive energy and desire to build friendship, mutual understanding and deeper connections between our people. I cannot help but feel a sense of accomplishment from my time here, and I thank you for that.

My successor is expected to arrive in Denver toward the end of the year. I am confident and appreciative that the next Consul General will surely be honored with the same continuing kindness and cooperation that I have felt.

Thank you again, I offer my sincere farewell and wish all the best for you in the future.

With gratitude,

TAKEUCHI Midori
Consul-General of Japan in Denver