
INFORMATION PACKET

Friday, March 1, 2024



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The Grid
Working Draft of Council Meeting Agendas

March 5, 2024 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Pre-Meeting: Railway Support				
Pre-Meeting: Federal Grant Funding from the Assistance to Firefighters Grant (AFG) for FY25					
Approval of 2/6 Minutes					C
Approval of 2/6 Exec Session Minutes					C
Bright Spot: 307 First Proclamation					
Establish Public Hearing: Repealing Section 15.15.010 - Building Construction Prohibited During Certain Hours - Exceptions.	C				
Establish Public Hearing: Amending Chapter 8.20 - Noise, of the Casper Municipal Code	C				
Public Hearing: Consideration of a Resolution Certifying the Annexation of 0.51 acres, more or less, described as Lot 5, "Bryan Subdivision," complies with W.S §15-1-402.		N			
2nd Reading: Ordinance vacating the segment of alley abutting Lot 5, 6 and 7, Kenwood Addition to the City of Casper			N		
3rd Reading: Consideration of an Ordinance approving a zone change of multiple properties located north of East 12th Street, between South Conwell and South Lowell Streets.			N		
3rd Reading: Consideration of an Annexation and Zoning Request for 0.51-acres, more or less, described as Lot 6, "Bryan Subdivision."			N		
3rd Reading: LAD 160 Assessment Roll			N		
Accept Amendment No. 1 to the existing Water Line Easement Instrument No. 1127681 from The Church of Jesus Christ of Latter-Day Saints as part of the Casper Wyoming Temple Construction at 2905 Independence Court.				C	
Authorize an Agreement with Crown Construction, LLC, in the amount of \$253,700.00 for the Washington Park Restroom Remodel, Project No. 21-051				C	
Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$81,295.00 for the A Street Parking Lot Storm Sewer Improvements, Project No. 21-052				C	
Authorizing a Contract with ___ for Urban Forestry for Tree Inventory				C	
Part Time Judge Contracts (Tentative)				C	
DDA Board Appointments					C

March 12, 2024 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted
		Recommendations = Information Only, Move Forward for Approval, Direction Requested	
Meeting Follow-up		4:30	5 min
Code Enforcement Follow-up Part 2 (Time Frame for Addressing Violations)	Direction Requested	4:35	30 min
Code Enforcement Follow-up (Funding Source for Condemnations, Dangerous Buildings, and Demolitions)	Direction Requested	5:05	30 min
Business Self Inspection Ordinance (Fire)	Direction Requested	5:35	30 min
Capital Budget Review	Information Only	6:05	60 min
Agenda Review		7:05	20 min
Legislative Review		7:25	20 min
Council Around the Table		7:45	20 min
Approximate Ending Time:			8:05

March 19, 2024 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
	Pre-Meeting: Rec Joint Powers Board Application				

Approval of 2/20 Minutes				Page 3 of 150	C
Approval of 2/20 Exec Minutes					
Approval of 3/5 Minutes					C
Public Hearing: Repealing Section 15.15.010 - Building Construction Prohibited During Certain Hours - Exceptions.		N			
Public Hearing: Amending Chapter 8.20 - Noise, of the Casper Municipal Code		N			
3rd Reading: Ordinance vacating the segment of alley abutting Lot 5, 6 and 7, Kenwood Addition to the City of Casper			N		
Resolution for "Health Addition"				C	
Waste Water Treatment Secondary Treatment Change Order					C
Authorizing a Contract for Outside-City Water Service with James P. and Brenda S. Short.				C	
Authorizing a Consent to Assignment of Lease between the City of Casper, Wyoming, the Downtown Development Authority, and David Street Station.				C	

March 26, 2024 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
\$85k Applications			
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

April 2, 2024 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinance	Resolutions	Minute Action
Pre-Meeting:					
Approval of 3/19 Minutes					
Approving a 5-Year Agreement with Thomson Reuters for Westlaw Internet Legal Research Services for the City Attorney's Office.				C	
CMAR Contract (Tentative)				C	

April 9, 2024 Councilors Absent:		Page 4 of 150	
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
FWC Study Update	Information Only	4:35	60 min
Community Project Funding Process Part 2	Direction Requested	5:35	60 min
FY25 Proposed Wage Increases	Direction Requested		
Agenda Review		6:35	20 min
Legislative Review		6:55	20 min
Council Around the Table		7:15	20 min
Approximate Ending Time:			7:35

April 16, 2024 Councilors Absent:					
Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinance	Resolution	Minute Action
Pre-Meeting:					
Approval of 4/2 Minutes					

April 23, 2024 Councilors Absent:			
Work Session Meeting Agenda Items	Recommendation	Begin Time	Allotted Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Follow-up		4:30	5 min
Dangerous Building Process	Direction Requested	4:35	40 min
Agenda Review			20 min
Legislative Review			20 min
Council Around the Table			20 min
Approximate Ending Time:			

Future Agenda Items

Council Items:			
Item	Date	Estimated Time	Notes
Funding for Sidewalk Repairs/Homeowner Responsibilities			Ordinance issue?
Naming City Garbage Trucks/Plow Follow-up			
Utility Billing Update			Sept
Vegetation Abatement Follow-up			
Recycling and Composting Options			
Staff Items:			
Downtown Parking Kiosks			May
Utility Rate Model			May
Tentative Budget to Council	May 7, 2024		
Budget Review Sessions	5/20/24 & 5/22/24		
Summary Proposed Budget to Council	June 4, 2024		
Fort Caspar Feasibility Study			Fall
Master Plan			Summer
Potential Topics-- Council Thumbs to be Added:			
Future Regular Council Meeting Items:			
Establish Public Hearing: FY25 Budget	6/4/2024		
Public Hearing: FY25 Budget Adoption	6/18/2024		
Urban Forestry Grant			Waiting on a contract
Retreat Items:			
Economic Development and City Building Strategy			

MARCH 2024



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p style="text-align: right; font-size: 24pt;">25</p> <p>Casper Showdown Wrestling Tournament 7:00 am- 7:00 pm</p>	<p style="text-align: right; font-size: 24pt;">26</p>	<p style="text-align: right; font-size: 24pt;">27</p>	<p style="text-align: right; font-size: 24pt;">28</p>	<p style="text-align: right; font-size: 24pt;">29</p> <p>WHSAA State High School 1A/2A Basketball Tournament 7:00 am- 10:30 pm</p>	<p style="text-align: right; font-size: 24pt;">1</p> <p>WHSAA State High School 1A/2A Basketball Tournament 7:00 am- 10:30 pm</p>	<p style="text-align: right; font-size: 24pt;">2</p> <p>WHSAA State High School 1A/2A Basketball Tournament 7:00 am- 7:30 pm</p>
<p style="text-align: right; font-size: 24pt;">3</p>	<p style="text-align: right; font-size: 24pt;">4</p>	<p style="text-align: right; font-size: 24pt;">5</p>	<p style="text-align: right; font-size: 24pt;">6</p>	<p style="text-align: right; font-size: 24pt;">7</p> <p>WHSAA State High School 3A/4A Basketball Tournament 7:00 am- 10:30 pm</p>	<p style="text-align: right; font-size: 24pt;">8</p> <p>WHSAA State High School 3A/4A Basketball Tournament 7:00 am-10:30 pm</p>	<p style="text-align: right; font-size: 24pt;">9</p> <p>WHSAA State High School 3A/4A Basketball Tournament 7:00 am- 9:00 pm</p>
<p style="text-align: right; font-size: 24pt;">10</p>	<p style="text-align: right; font-size: 24pt;">11</p> <p>Wyoming MTSS Summit 8:30 am- 1:30 pm</p>	<p style="text-align: right; font-size: 24pt;">12</p> <p>Shrek the Musical 6:00 pm- 10:00 pm</p>	<p style="text-align: right; font-size: 24pt;">13</p> <p>Load-In Home & Garden Show 8:00 am - 6:00 pm</p>	<p style="text-align: right; font-size: 24pt;">14</p> <p>Load-In Home & Garden Show 8:00 am - 6:00 pm</p>	<p style="text-align: right; font-size: 24pt;">15</p> <p>Home & Garden Show 10:00 am - 6:00 pm</p>	<p style="text-align: right; font-size: 24pt;">16</p> <p>Home & Garden Show 10:00 am - 6:00 pm</p>
<p style="text-align: right; font-size: 24pt;">17</p> <p>Home & Garden Show 10:00 am - 4:00 pm</p>	<p style="text-align: right; font-size: 24pt;">18</p> <p>Load-In WY State Pool 8:00 am- 5:00 pm</p>	<p style="text-align: right; font-size: 24pt;">19</p> <p>WY State Pool Tournament Load-in and open practice 8:00 am-12:00 am</p>	<p style="text-align: right; font-size: 24pt;">20</p> <p>WY State Pool Tournament 8:00 am- 12:00 am</p>	<p style="text-align: right; font-size: 24pt;">21</p> <p>WY State Pool Tournament 8:00am-12:00 am</p>	<p style="text-align: right; font-size: 24pt;">22</p> <p>WY State Pool Tournament 8:00 am- 12:00 am</p>	<p style="text-align: right; font-size: 24pt;">23</p> <p>WY State Pool Tournament 8:00 am- 12:00 am</p>
<p style="text-align: right; font-size: 24pt;">24</p> <p>WY State Pool Tournament 8:00 am-6:00 pm</p>	<p style="text-align: right; font-size: 24pt;">25</p> <p>NJCAA Women's Basketball Load-In</p>	<p style="text-align: right; font-size: 24pt;">26</p> <p>NJCAA Women's Basketball Tournament 9:00 am-11:00 pm</p>	<p style="text-align: right; font-size: 24pt;">27</p> <p>NJCAA Women's Basketball Tournament 9:00 am- 11:00 pm</p>	<p style="text-align: right; font-size: 24pt;">28</p> <p>NJCAA Women's Basketball Tournament 11:00 am- 10:00 pm</p>	<p style="text-align: right; font-size: 24pt;">29</p> <p>NJCAA Women's Basketball Tournament 11:00 am- 10:00 pm</p>	<p style="text-align: right; font-size: 24pt;">30</p> <p>NJCAA Women's Basketball Tournament 3:00 pm- 10:00 pm</p>
<p style="text-align: right; font-size: 24pt;">31</p> <p>NJCAA Women's Basketball Tournament</p>	<p style="text-align: right; font-size: 24pt;">1</p> <p>NJCAA Women's Basketball Tournament 5:00 pm-10:00 pm</p>	<p style="text-align: right; font-size: 24pt;">2</p>	<p style="text-align: right; font-size: 24pt;">3</p>	<p style="text-align: right; font-size: 24pt;">4</p> <p>Toughest Monster Truck Tour Load-In 8:00 am- 5:00 pm</p>	<p style="text-align: right; font-size: 24pt;">5</p> <p>Toughest Monster Truck Tour Load-In 8:00 am-5:00 pm</p>	<p style="text-align: right; font-size: 24pt;">6</p> <p>Toughest Monster Truck Tour 12:30 pm- 5:00 pm</p>

CASPER AREA PARKS & RECREATION MASTER PLAN

City Council Work Session

February 27, 2024



AGENDA

1. Project Overview
2. Strategic Direction
3. Stakeholder Feedback
4. Inventory
5. Condition
6. Market Analysis
7. Early Operational Considerations
8. Next Steps & Discussion



PROJECT BACKGROUND

1. Introductions
2. Project Background
 1. MOU
 2. RFP
3. Guided by:
 1. City Of Casper
 2. City of Mills
 3. Bar Nunn
 4. Natrona County
 5. Natrona County District
 6. Evansville
 7. Visit Casper

MEMORANDUM OF UNDERSTANDING CONCERNING A CASPER AREA PARKS AND RECREATION MASTER PLAN

THIS Memorandum of Understanding ("MOU") is made and entered into this ~~7th~~ ^{5th} day of ~~September~~ ^{September} 2023, with an effective date of July 1, 2023, by and between the City of Casper, Wyoming, ("Casper"), the City of Mills, Wyoming, ("Mills") Natrona County, Wyoming, ("County"), Natrona County School District #1, ("NCSD" or "District"), the Town of Evansville, Wyoming, ("Evansville"), the Town of Bar Nunn, Wyoming, ("Bar Nunn"), and the Casper Area Convention and Visitors Bureau ("Visit Casper"). The entities in this paragraph may be hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Parties provide and/or support recreation and leisure opportunities to residents and visitors of Casper and the surrounding communities; and,

WHEREAS, the Parties acknowledge the shared quality-of-life and economic benefits of providing recreation and leisure opportunities to residents and visitors and wish to align local efforts regarding parks and recreation; and,

WHEREAS, the Parties desire to collaborate on an assessment of existing parks and recreation assets and offerings; and,

WHEREAS, the Parties desire to develop and adopt a unified strategic plan to develop and maintain parks and recreation assets in Casper and the surrounding area; and,

WHEREAS, the Parties agree that engaging a third-party consultant to develop a Casper Area Parks and Recreation Master Plan ("Master Plan") is the preferred way for the above referenced assessment and strategic plan to be completed; and,

WHEREAS, Exhibit A, attached hereto, generally describes the scope of work for the consultant to perform; and,

WHEREAS, the Parties agree to jointly select a consultant for the Master Plan, and further agree to share the cost of the Master Plan between them, pursuant to the terms and cost sharing established in this MOU.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein to perform, it is understood and agreed by and between the Parties as follows:

I. INCORPORATION OF RECITALS

Page 9 of 150
REQUEST FOR PROPOSALS
Casper Area Parks and Recreation Master Plan
Participating Entities in the Casper Area of Central Wyoming

Request for Proposals
The participating entities in the Casper Area of Central Wyoming invite proposals to develop a Casper Area Parks and Recreation Master Plan. The purpose of the master plan is to develop a unified plan for the participating entities that aligns local efforts regarding parks and recreation. This includes a current evaluation of future planning and development for park and recreation assets and programming in the Casper area to ensure residents and visitors have access to desirable, diverse, and sustainable recreation opportunities.

Proposals will accept proposals until 4:00 p.m. local time on August 18, 2023. Three (3) proposals, including budget schedule in a separate sealed envelope, and one (1) electronic proposal without the budget schedule, via email to zlopez@casperwy.gov, shall be submitted by 4:00 p.m. local time, August 18, 2023.

Zulima Lopez
Casper Area Parks, Recreation and Public Facilities Director
City of Casper
1800 East K Street
Casper, WY 82601
77-235-8361

Proposals must be submitted in any electronic format. Proposals can be accepted on-site during business hours, and personnel will be available for delivery signatures if needed. Copies of proposals submitted in hard copy or via separate email.

The purpose of the master plan is to develop a unified strategic plan for the participating entities that aligns local efforts regarding parks and recreation. This includes a current evaluation of future planning and development for park and recreation assets and programming in the Casper area to ensure residents and visitors have access to desirable, diverse, and sustainable recreation opportunities.

The master plan will provide recommendations based on the current evaluation of future planning and development for park and recreation infrastructure and programming. The plan will provide recommendations on investment and/or impact of the amenity or program. Recommendations will emphasize collaboration, address maintenance and sustainability, and identify possible funding sources for future projects and ongoing maintenance needs. Finally, the project will include communication planning to ensure that public communication as well as communication among partners is appropriate and effective.

3 | Casper Area Parks and Recreation Master Plan RFP

Progress Update

- Inventory and Quality Assessment
 - This is an area plan!
- Stakeholder Input Meetings
 - Conducted 12 Stakeholder Interviews representing 15 organizations, groups
- Stakeholder Input Survey
 - More than 60 Stakeholder Organizations / groups invited to take the Survey
 - 23 Stakeholder Survey Responses so far
- Public Input Survey
 - This is the kick off for the park centric, non user group feedback.
- Public Open House
 - Tonight



STRATEGIC DIRECTION

ESTABLISH

A THRIVING RECREATION HUB

- Create a regional hub that catalyzes limitless benefits
- Position the Casper area as “Grand Central” of Wyoming
- Leverage the region’s potential growth through exciting initiatives, such as a new softball complex and improved baseball facilities

ELEVATE

QUALITY OF LIFE WITH A REGIONAL PARK SYSTEM

- Foster a unified vision with diverse programs that benefit all communities
- Encourage collaboration and communication among regional jurisdictions
- Drive efficiency– work together as a region and optimize resource utilization
- Develop a strategic plan that maximizes and promotes the region’s resources for collective benefit

CULTIVATE

A BALANCED RECREATION SYSTEM

- Listen to all voices and strive for a balanced response to community needs
- Actively seek input from underrepresented stakeholders to ensure inclusivity
- Enhance opportunities for a variety of recreational activities and sports, promoting diversity and accessibility, such as optimizing the trails system to support multiple user types

STRATEGIZE

FOR SUCCESS AND PUBLIC PROFIT

- Establish plans for success with clear public benefits in order to help more people get outside and enjoy our natural resources
- Build public support by providing rationale that aligns with public values
- Identify sustainable funding sources for staff and maintenance of both existing and new projects
- Communicate regional efficiencies achieved through collaborative efforts
- Define economic and tourism benefits associated with new recreational initiatives

OPTIMIZE

EXISTING PARKS BY FOCUSING ON:

- Safety: Prioritize the safety of park visitors through well-defined measures
- Sustainability: Implement environmentally conscious practices to ensure the longevity of park resources
- Connectivity: Enhance the connectivity of the park system, fostering a seamless and accessible experience for all
- Communicate: Promote the region’s park system and all that it has to offer for both residents and tourists alike



STAKEHOLDER/PARTNER FEEDBACK

SOFT TRAILS, SINGLE TRACK, MOUNTAIN BIKING

Multiple respondents noted the region's great progress in developing a robust trail network, including single track and soft trails to support hiking, walking, biking and skiing – yet several noted that connectivity, signage and amenities could be improved to help further the network's standing and create a regional trails destination. Lastly, respondents noted that the majority of the amenities are on Casper mountain and there is a desire to have trails within and adjacent to the urban areas of the community.

RIVER AND GREENWAY RECREATION

Multiple respondents expressed their appreciation for the Platte River, noting the tremendous fishing, walking, paddling and whitewater experiences that are present, but also shared that in their view, it is one of the most overlooked and underappreciated amenities in the region. Respondents acknowledged that the promotion of the activities and the development of outfitter/private led guiding (fishing, tubing, kayaking, paddling) could be enhanced and capitalized on by way of a growing food and beverage scene. Lastly, respondents also noted the potential to improve the trail system and single track amenities along the river to help further the greenways benefit.



HIKING, HISTORY AND LEARNING

Hiking is a popular activity that many enjoy to get outdoors and enjoy their unique scenery. Respondents noted that the trails are not always well known by all, which could be an opportunity to improve the communication about the assets offered in the region. Lastly, there is a rich history embedded across the landscape of the region that could be shared through education, outdoor learning, kiosks, plant identification, etc.

SET ASIDE ADDITIONAL NATURAL AREAS

Some respondents expressed concern about overdeveloping parks (e.g. adding more dog parks, mountain biking) and stressed the importance of setting aside natural areas for birding and viewing nature. Additional respondents noted that moving towards a more naturalized park system may allow for operational savings from a mowing standpoint.

SKIING, SNOWBOARDING AND HOGADON MOUNTAIN

Several respondents expressed great appreciation for Hogadon Mountain and acknowledged it's a big quality of life benefit for local snow sport enthusiasts. Some respondents noted that there is an opportunity to increase the number of days the mountain is open to help further share the resource with school groups. Other comments included a desire to expand the summertime offerings, as well as consider lift improvements.



SOCCER

Soccer a popular activity for many youth and adults through the Spring and Summer each year. During the shoulder seasons and winter months, there is high demand for indoor space. Respondents shared that the fields are maintained, but given the site's drainage, there is not as much flexibility in laying out different fields of play. Users noted that tournaments are hosted once or twice a year and during these times, additional "fields" are borrowed from adjacent sports fields (e.g. softball outfield). Lastly, when the sports complex's have overlapping activities occurring, there are significant parking and safety challenges that impact the attendees and neighborhood residents.

HOCKEY

Stakeholders who represent the various Hockey Organizations expressed a great appreciation for the second sheet of ice that is currently being developed. While the sport is growing, respondents believe the ice center expansion will satisfy the needs for all generations of hockey users in the short term.



SOFTBALL

Softball is growing in popularity throughout the region and is seeing tremendous growth given that it just became a state sanctioned high school sport four years ago. Respondents expressed an appreciation for the support the community is showing, but also recognized that the existing facilities being used were not specifically designed for competitive softball. There is a market to increase tournament play (tourism) and have Casper host tournaments throughout the season, but currently the lack of equal / comparable facilities (based on offering in Gillette and Laramie) there are challenges in attracting teams to come to Casper.

Specific concerns related to Softball include:

- Dedicated, regulation sized fields are needed to support program expansion
- Lack of quality fields that are limited – the programs are currently turning girls away
- There is not privacy for umpires or places for individuals to change
- Existing concessions and facilities are in disrepair (and unsafe)



BASEBALL, LITTLE LEAGUE, REC SOFTBALL

Respondents expressed an appreciation for the field maintenance and care given, especially the recent lighting upgrades completed by the city - but acknowledged that significant improvements remain. Baseball and Little League are growing significantly, and the current facilities are not able to support this growth and tournament play, which has significant demand. While the groups are doing the best they can to “make do” there is concern that the overuse / programming of fields will continue to perpetuate the maintenance challenges. Multiple respondents expressed a desire to improve the amenities within the parks to help create an “all day experience” when games are being played to support the families that attend – either for recreation or tournament places. Finally, the lighting, scoreboards, bleachers, buildings, concessions, bathrooms, changing areas are either nonexistent or have fallen in disrepair.

Key Takeaways:

- Look at major upgrades to existing facilities to improve quality
- Look for opportunities to expand the number of fields
- Consider adding tournament quality fields (including an evaluation of synthetic surfacing)
- Shift in youth sports and the expectations over the past 10-15 Years

INDOOR RECREATION

Multiple respondents expressed a desire for indoor fields and courts to support the growing demand for field time during the shoulder seasons, especially during the cold, windy times of the year. Multiple respondents are very excited about the Wyoming Sports Ranch and are looking forward to using the space, albeit some wonder if the facility will be able to accommodate the demand.

Key Takeaways:

- Indoor tournaments will bring more people to the region
- There is opportunity to leverage the non-profit investments made at the sports ranch to support improved quality of life and destination sports tourism
- Indoor practice space would benefit a lot of people. They lose out on a lot of practice time due to short warm season and bad weather days
- Year-round sports facilities are going to be the norm/new expectation for most sports
- Work remains to determine the demand for indoor recreation spaces

BMX

The BMX community is proud to give youth (and adults!) in the community a place to ride their bikes, learn sportsmanship and become better at their trade. They have been successful at raising funds to make improvements at Mike Sedar Park but know that further enhancements could really propel their sport.

Key Takeaways:

- Potential to host larger races in the future
- Indoor racing could help them improve, as well as provide another activity for kids who don't have a winter sport/activity



PARK AND RECREATION STAKEHOLDER SUMMARY

1. Overall, the stakeholder's perspective on the facilities varies significantly, depending on the user group.
 1. Specific concerns related to the condition of facilities for softball, baseball, little league (and other park amenities) appear to be uniform.
 2. There are opportunities to improve natural areas and trail system within the urbanized areas.
2. Future recreation facilities should be designed with flexibility in mind – especially given the potential for competitive sports in the region, often requiring regulation fields or facilities that may cost more upfront but have a much greater benefit.
3. Trends in youth sports have changed dramatically over the past 10 – 15 years.
 1. Practice and performance are now on the same field, and the impact is significant.
4. There is an opportunity for Casper to be the “Grand Central Station” of Wyoming, helping improve the quality of life and attract tourists to the community.



PARK & FACILITY INVENTORY

PARK & FACILITY INVENTORY OVERVIEW

Park	Park Asset	SqFt	Asset Type	Asset's Unique Name	Program Classification	Primary Use	Secondary Use	Lighting (Y/N)	Irrigation (Y/N)	Condition	Installation Year	Remarks
Field of Dreams	8 Batting Cage	2094.12067										
Field of Dreams	9 Batting Cage	2102.66795										
Field of Dreams	4 Baseball	70416.2459										
Field of Dreams	5 Softball	40463.5668										
Field of Dreams	6 Softball	50792.5246										
Field of Dreams	7 Softball	42961.888										
Field of Dreams	8 Softball	43132.0333										
Field of Dreams	9 Softball	41480.8203										
Field of Dreams	27 Dugouts	314.173713										
Field of Dreams	28 Dugouts	282.933106										
Field of Dreams	29 Concession	2039.15957										
Field of Dreams	30 Dugouts	354.417082										
Field of Dreams	31 Dugouts	337.229807										
Field of Dreams	32 Dugouts	297.077778										
Field of Dreams	33 Dugouts	336.240574										
Field of Dreams	34 Dugouts	275.991411										
Field of Dreams	35 Dugouts	311.565095										
Field of Dreams	36 Dugouts	261.919845										
Field of Dreams	37 Concession	993.443416										
Field of Dreams	38 Dugouts	325.389904										
Field of Dreams	39 Dugouts	279.030424										
Field of Dreams	40 Dugouts	329.94808										
Field of Dreams	41 Shed	159.431392										
Field of Dreams	13 Paved Parking Lot	57063.2233										
Field of Dreams	14 Paved Parking Lot	29196.772										
Field of Dreams	15 Paved Parking Lot	24192.9992										
Field of Dreams	93 Unpaved Parking Lot	20291.0104										
Field of Dreams	1 Bleachers	138.460152										
Field of Dreams	2 Bleachers	133.417966										
Field of Dreams	3 Bleachers	132.497373										
Field of Dreams	4 Bleachers	140.4243										
Field of Dreams	5 Bleachers	138.798009										
Field of Dreams	6 Bleachers	151.745643										
Field of Dreams	7 Bleachers	147.20614										
Field of Dreams	8 Bleachers	148.189585										
Field of Dreams	9 Bleachers	133.782214										
Field of Dreams	10 Bleachers	141.565556										
Field of Dreams	11 Bleachers	143.796479										
Field of Dreams	12 Bleachers	142.273409										
Field of Dreams	13 Bleachers	264.590476										
Field of Dreams	14 Bleachers	257.371716										
Field of Dreams	15 Bleachers	78.287176										
Field of Dreams	16 Bleachers	92.737758										
Field of Dreams	44 Lawn	80095.2591										
Field of Dreams	45 Lawn	67295.8392										
Field of Dreams	46 Lawn	14232.8433										
Field of Dreams	47 Lawn	3493.64055										
Field of Dreams	48 Lawn	37654.3497										
Field of Dreams	49 Lawn	1144.84013										
Field of Dreams	50 Lawn	71945.7078										
Field of Dreams	51 Lawn	2948.78647										
Field of Dreams	68 Lawn	8044.11103										
Field of Dreams	59 Paved Sidewalk	2290.20913										
Field of Dreams	60 Paved Sidewalk	3776.94924										
Field of Dreams	61 Paved Sidewalk	1550.89047										
Field of Dreams	62 Paved Sidewalk	4200.90519										
Field of Dreams	63 Paved Sidewalk	7716.87175										
Field of Dreams	64 Paved Sidewalk	3103.5917										
Field of Dreams	65 Paved Sidewalk	1806.52247										
Field of Dreams	66 Paved Sidewalk	5531.32308										
Field of Dreams	67 Paved Sidewalk	4578.24453										
Field of Dreams	68 Paved Sidewalk	3195.10928										
Field of Dreams	69 Paved Sidewalk	2718.86119										
Field of Dreams	33 Landscaping	10349.2798										
Field of Dreams	34 Landscaping	1619.06732										
Field of Dreams	35 Landscaping	9493.70225										
Field of Dreams	36 Landscaping	153.949837										
Field of Dreams	37 Landscaping	204.537431										
Field of Dreams	38 Landscaping	220.256446										
Field of Dreams	39 Landscaping	384.249121										
Field of Dreams	40 Landscaping	1112.525										
Field of Dreams	41 Landscaping	1089.99754										
Field of Dreams	42 Landscaping	3885.77785										
Field of Dreams	43 Landscaping	1783.82133										

Asset's Physical Name
This is the actual name associated with the amenity at the park. E.g. - "Shelter 3" or "Field 2" or "Rotary Pavilialon," etc noted by a sign in the field.

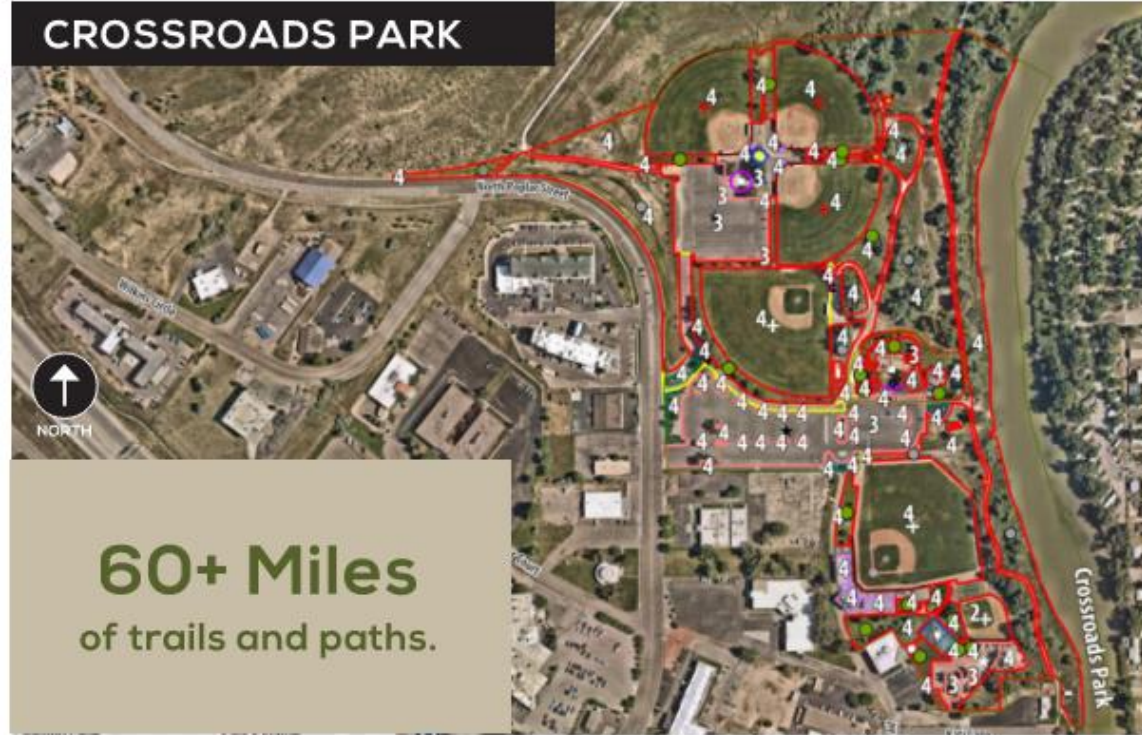
Program Classification
 5 Premier
 4 Tournament Play
 3 Competition
 2 Practice
 1 Passive
 Facility is the premier venue, often times known as the "Varsity" field or collegiate level quality
 Facility is similar to a premier facility, but may not have the same supporting specator amenities.
 Facility is used for competitive games at the local level
 Facility is used for local practice, field is maintanted at the lowest level for play
 Facility is not maintained for competitive play, typically a "grass field" without striping or a half court basketball facility, etc.

Primary Use
is the predominate program use that the facility was constructed for

Secondary Use
Is an alterative use that the facility could be used for - e.g. U9 Soccer field in the outfield of a baseball field.

Physical Condition
 5 New
 4 Good
 3 Fair
 2 Poor
 1 Failing
 Asset is not showing any signs of wear, typically less than 3 years old
 Asset is good condition, everything works as it should
 Asset is showing normal signs of wear and tear, asset has approximately 50% of it's life left.
 Asset is nearing the end of it's useful life and should be replaced or removed in the next several years.
 Asset is in need of immediate repair or replacement or removal

CROSSROADS PARK



60+ Miles
of trails and paths.

NORTH CASPER



47 Fields
totaling more
than 54 acres.

FIELD OF DREAMS



251 Acres
turf grass lawn -
excluding sports
fields, trails, etc.

Bleachers	Volleyball	Dugouts
Playground Border	Landscaping	Paved Sidewalk
Paved Park Drive	Changing Room	Parks Boundary
Unpaved Park Drive	Pavilion	Prairie
Paved Not Marked, Parking	Portable Restroom	Forest
Paved Parking Lot	Shed	Lawn
Tennis Court	Storage	Baseball
Batting Cage	Utilities	Softball
Basketball Court	Recreation Center	Soccer Field
Four Squares	Amphitheatre	Little League
Tetherball Court	Concession	Skatepark
Horseshoe	Clubhouse	

PARK & FACILITY ASSESSMENT

OVERALL PARK & FACILITY ASSESSMENT

- Assessments were visual and scored on a scale from 1-5.
- General indicators of the physical condition of all amenities are:

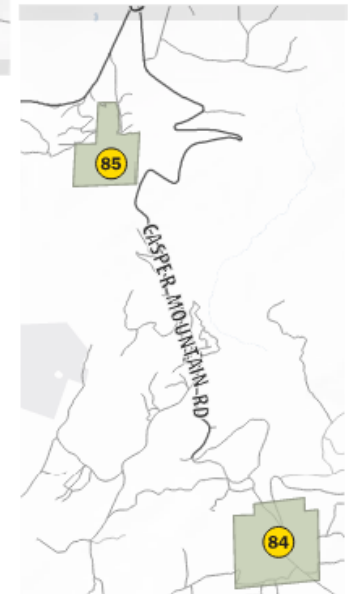
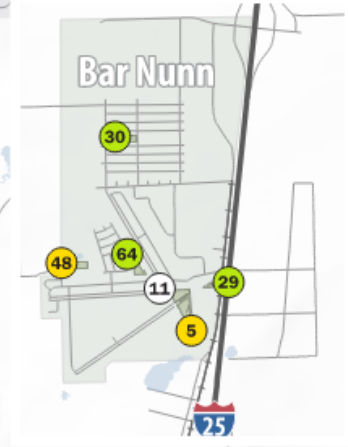
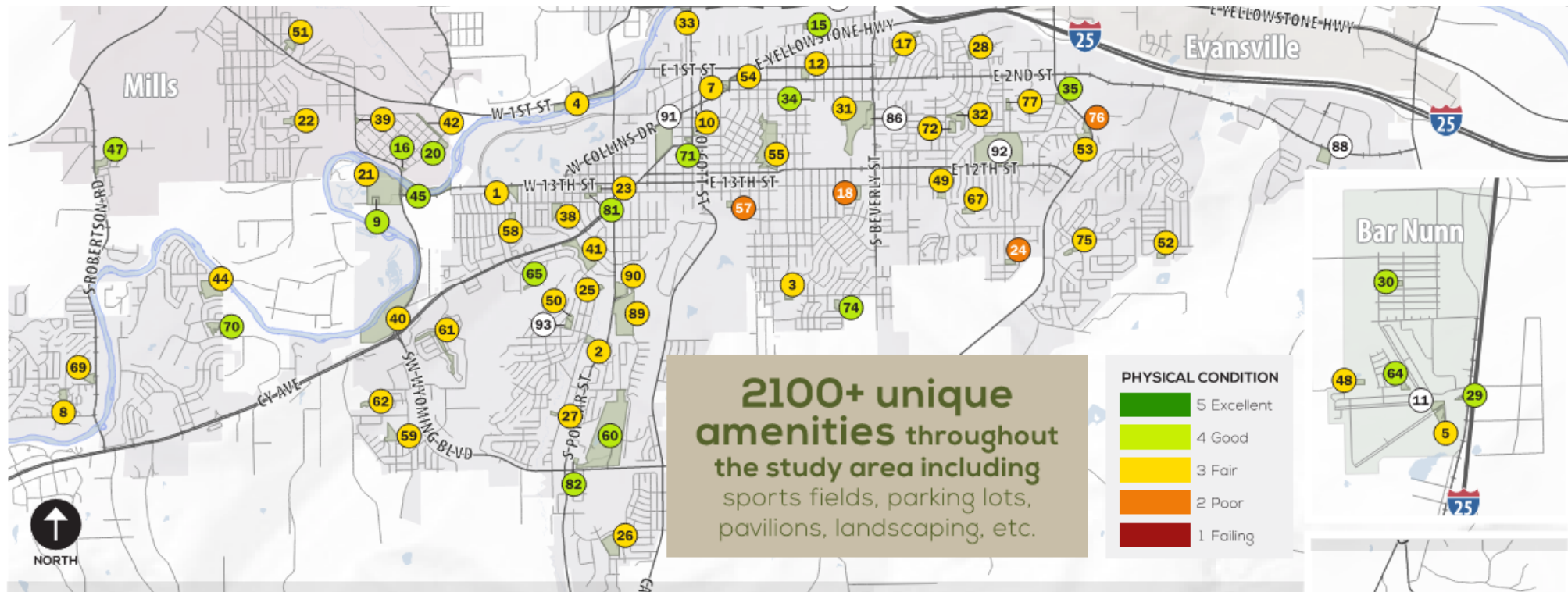
5 - Excellent
No signs of wear and tear, typically less than 3 years old.

4 - Good
Good condition, everything works as it should.

3 - Fair
Normal signs of wear and tear, approximately 50% of life left.

2 - Poor
Nearing the end of useful life. Should be replaced or removed in the next several years.

1 - Failing
Needs immediate repair or replacement or removal.



PARK NAME	RATING
1 13th & Sycamore Park	3.20
2 Adams Park	3.75
3 Alta Vista Park	3.00
4 Amoco Park	3.00
5 Antelope Park	3.95
6 K Street Skatepark	0
7 Beech Street Transit Plaza	3.95
8 Buckboard Park	3.86
9 Centennial Park	4.00
10 City Park	3.20
11 Community Park	0
12 Corwell Park	3.45
13 Crossroads Adventure Playground	4.00
14 Crossroads Park	3.85
15 Dallason Park	4.43
16 Eagle Park	4.09

PARK NAME	RATING
17 Eastdale Park	3.27
18 Fairdale Park	2.50
19 Field of Dreams	3.89
20 First Street Park	4.23
21 Fort Caspar Park	3.88
22 Freden Park	3.00
23 Freedom Park	3.50
24 Fun Valley Park	2.50
25 Garden Creek Park	3.50
26 Goodstein Park	3.93
27 Green Meadows Park	3.67
28 Harden Park	3.67
29 Heritage Park	4.00
30 High Plains Park	4.09
31 Highland Park	3.76
32 Huber Park	3.27

PARK NAME	RATING
33 Interstate Park	3.33
34 Kiwanis Park	4.00
35 Long Park	4.00
36 Marion Kreiner Park	3.90
37 Matt Campfield Park	4.35
38 Meadow Park	3.67
39 Memorial Park	3.33
40 Morad Park	3.89
41 Nancy English Park	3.87
42 Narene Kilmer Park	3.56
43 North Casper Park	3.59
44 Paradise Valley Park	3.74
45 Patterson-Zonta Park	4.00
46 Riverview Park	3.46
47 Robertson Hills Park	4.56
48 Rommie Nunn Park	3.00

PARK NAME	RATING
49 Sage Park	3.67
50 Southridge Park	3.88
51 Sunny Acres Park	3.00
52 Suzie McMurry Park	3.89
53 Verda James Park	3.00
54 Veterans Park	3.50
55 Washington Park	3.17
56 Wells Park	3.71
57 Werner Park	2.50
58 Westwood Park	3.57
59 Wolf Creek Park	3.95
60 Yesness Park	4.00
61 Meadowlark Park	3.80
62 Fort Caspar Academy	3.60
63 Evansville Elementary	2.77
64 Bar Nunn Elementary	4.00

PARK NAME	RATING
65 Journey Elementary	4.00
66 Lincoln Elementary	3.83
67 Manor Heights Elementary	3.28
68 Midwest K-12	3.59
69 Oregon Trail Elementary	3.40
70 Paradise Valley Elementary	4.00
71 Park Elementary	4.25
72 Pineview Elementary	3.91
73 Poison Spider Elementary	3.88
74 Sagewood Elementary	3.86
75 Summit Elementary	3.73
76 Verda James Elementary	2.86
77 Woods Learning Center	3.78
78 Reshaw Park	3.76
79 McKenzie Dog Park	0
80 Stoneking Park	0

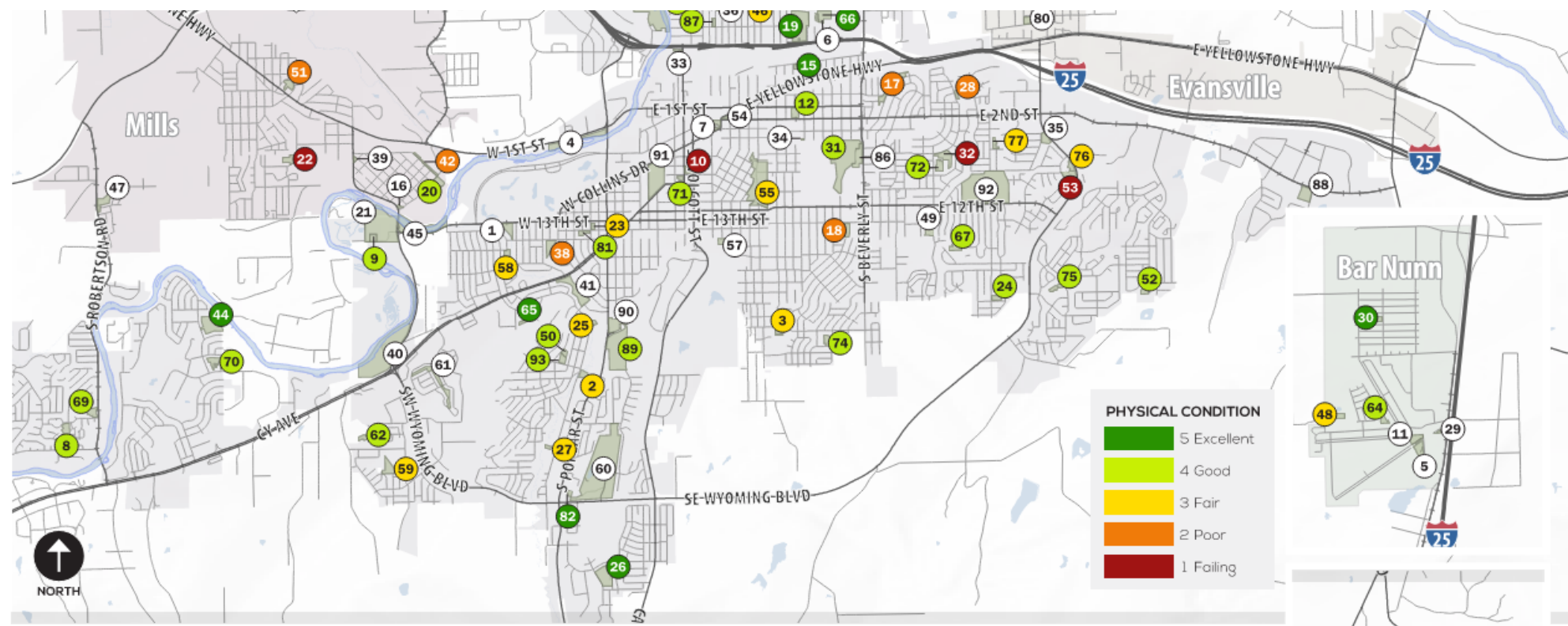
PARK NAME	RATING
81 Cottonwood Elementary	4.00
82 Cresthill Elementary	4.00
83 Casper Disc Golf Course	0
84 Beartrap Park	3.73
85 Rotary Park	3.45
86 Casper Tennis Complex	0
87 James Reeb Memorial Park	3.96
88 Horizon Dog Park	0
89 South Mike Sedar Park	3.82
90 North Mike Sedar Park	3.82
91 Natrona County High School	0
92 Kelly Walsh High School	0
93 Southridge Elementary	0

PARK NAME	RATING
94	
95	
96	
97	
98	
99	
100	

PLAYGROUND ASSESSMENT

TOP 10 PLAYGROUNDS			
DALLASON PARK	1	5.00	
GOODSTEIN PARK	1	5.00	
HIGH PLAINS PARK	1	5.00	
JOURNEY ELEMENTARY	3	5.00	
LINCOLN ELEMENTARY	2	5.00	
NORTH CASPER PARK	1	5.00	
PARADISE VALLEY PARK	1	5.00	
PINEVIEW ELEMENTARY	2	4.50	
BAR NUNN ELEMENTARY	1	4.00	

BOTTOM 10 PLAYGROUNDS			
SUNNY ACRES PARK	1	2.00	
NORENE KILMER PARK	1	2.00	
MEADOW PARK	1	2.00	
HARDEN PARK	1	2.00	
FAIRDALE PARK	1	2.00	
EASTDALE PARK	1	2.00	
FREDEN PARK	2	1.50	
VERDA JAMES PARK	1	1.00	
HUBER PARK	1	1.00	
CITY PARK	1	1.00	



PARK NAME	PHYSICAL CONDITION
2 Adams Park	2
3 Alta Vista Park	3
5 Antelope Park	4
6 K Street Skatepark	4
8 Buckboard Park	4
9 Centennial Park	4
10 City Park	1
11 Community Park	4
12 Conwell Park	4
13 Crossroads Adventure Playground	4
14 Crossroads Park	3
15 Dallason Park	5

PARK NAME	PHYSICAL CONDITION
17 Eastdale Park	2
18 Fairdale Park	2
20 First Street Park	4
22 Freden Park	1
23 Freedom Park	4
24 Fun Valley Park	4
25 Garden Creek Park	4
26 Goodstein Park	5
27 Green Meadows Park	4
28 Harden Park	2
30 High Plains Park	5
31 Highland Park	4

PARK NAME	PHYSICAL CONDITION
32 Huber Park	1
35 Long Park	4
36 Marion Kreiner Park	4
37 Matt Campfield Park	3
38 Meadow Park	2
41 Nancy English Park	4
42 Norene Kilmer Park	2
43 North Casper Park	5
44 Paradise Valley Park	5
46 Riverview Park	4
48 Rommie Nunn Park	3
49 Sage Park	4

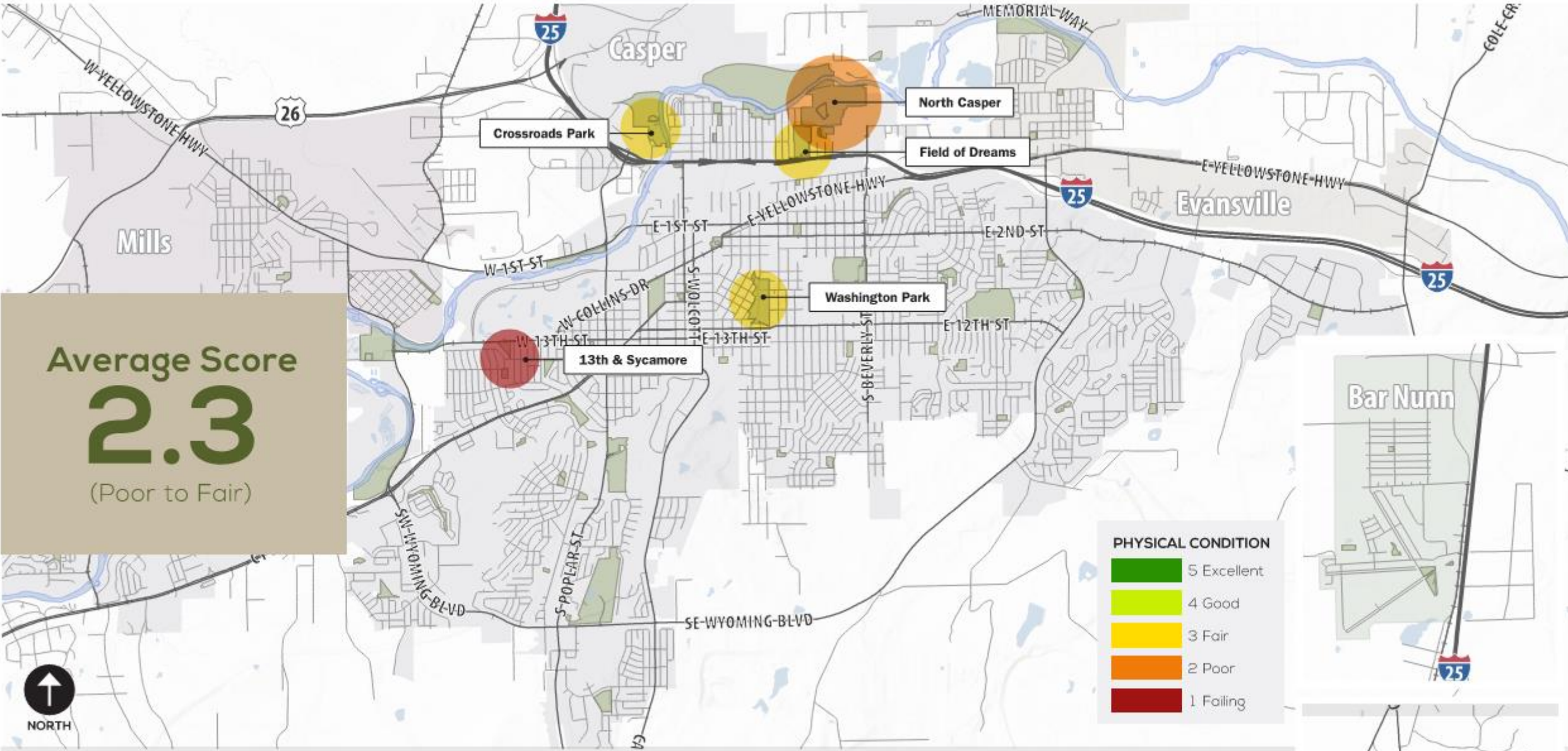
PARK NAME	PHYSICAL CONDITION
50 Southridge Park	4
51 Sunny Acres Park	2
52 Suzie McMurry Park	4
53 Verda James Park	1
55 Washington Park	4
56 Wells Park	4
58 Westwood Park	3
59 Wolf Creek Park	3
61 Meadowlark Park	4
62 Fort Caspar Academy	4
63 Evansville Elementary	4
64 Bar Nunn Elementary	4

PARK NAME	PHYSICAL CONDITION
65 Journey Elementary	5
66 Lincoln Elementary	5
67 Manor Heights Elementary	4
68 Midwest K-12	4
69 Oregon Trail Elementary	4
70 Paradise Valley Elementary	4
71 Park Elementary	4
72 Pineview Elementary	4
73 Poison Spider Elementary	4
74 Sagewood Elementary	4
75 Summit Elementary	4
76 Verda James Elementary	4

PARK NAME	PHYSICAL CONDITION
77 Woods Learning Center	2
78 Reshaw Park	2
80 Stoneking Park	4
81 Cottonwood Elementary	4
82 Cresthill Elementary	5
84 Beartrap Park	2
87 James Reeb Memorial Park	4
89 South Mike Sedar Park	4
90 North Mike Sedar Park	4
93 Southridge Elementary	4



ATHLETIC FIELD ASSESSMENT









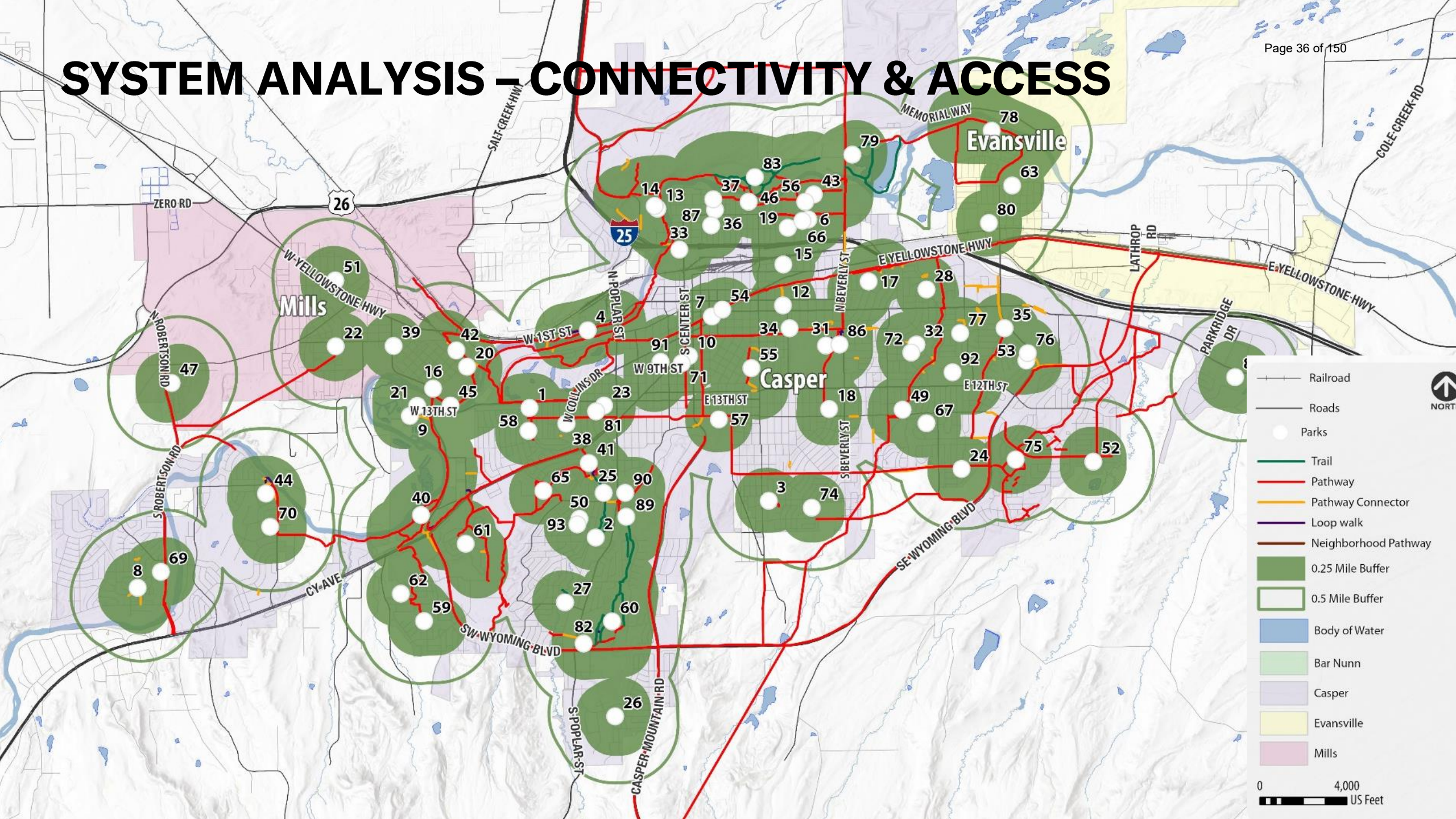






SYSTEM ANALYSIS

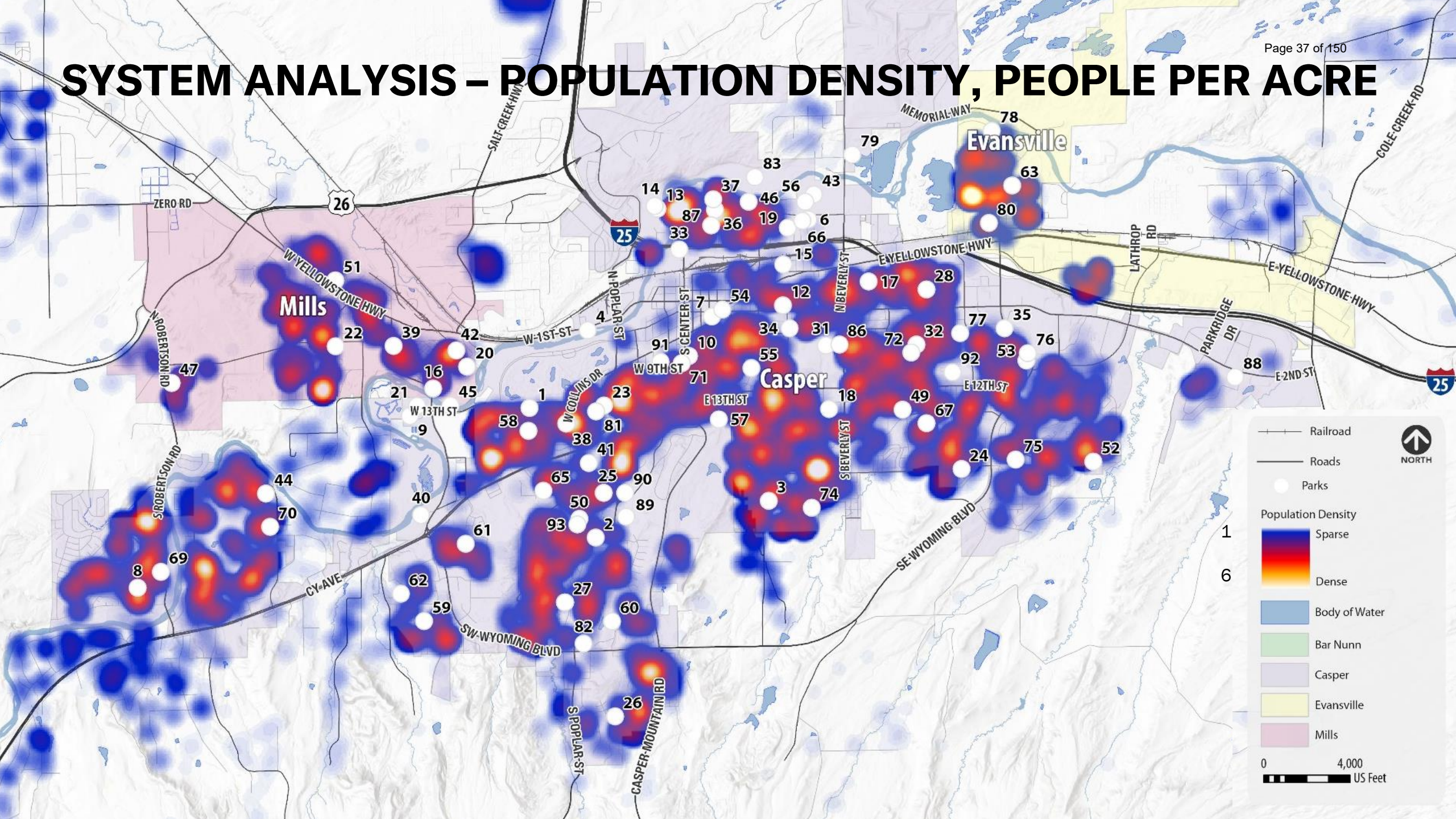
SYSTEM ANALYSIS – CONNECTIVITY & ACCESS



- Railroad
- Roads
- Parks
- Trail
- Pathway
- Pathway Connector
- Loop walk
- Neighborhood Pathway
- 0.25 Mile Buffer
- 0.5 Mile Buffer
- Body of Water
- Bar Nunn
- Casper
- Evansville
- Mills

0 4,000 US Feet

SYSTEM ANALYSIS - POPULATION DENSITY, PEOPLE PER ACRE



Trails, Parks and Facilities Distribution and Connectivity

- Connectivity was a key theme within our kickoff meeting and during our first stakeholder group meeting.
- Parks & Trails are an important quality of life element for all residents.
- The average person can walk a quarter mile in about five minutes – which is a relatively fast pace for many depending on age, health and ability.
- Health indicators suggest that most people, regardless of age, could benefit from increased physical activity.
- A five minute walk, is generally seen as a “good” level of service.
- Historically a half mile has been used; in our experience we consider this to be “acceptable.”
- https://www.nrpa.org/uploadedfiles/nrpa.org/publications_and_research/research/papers/parks-rec-underserved-areas.pdf

MARKET ANALYSIS

MARKET ANALYSIS

Purpose

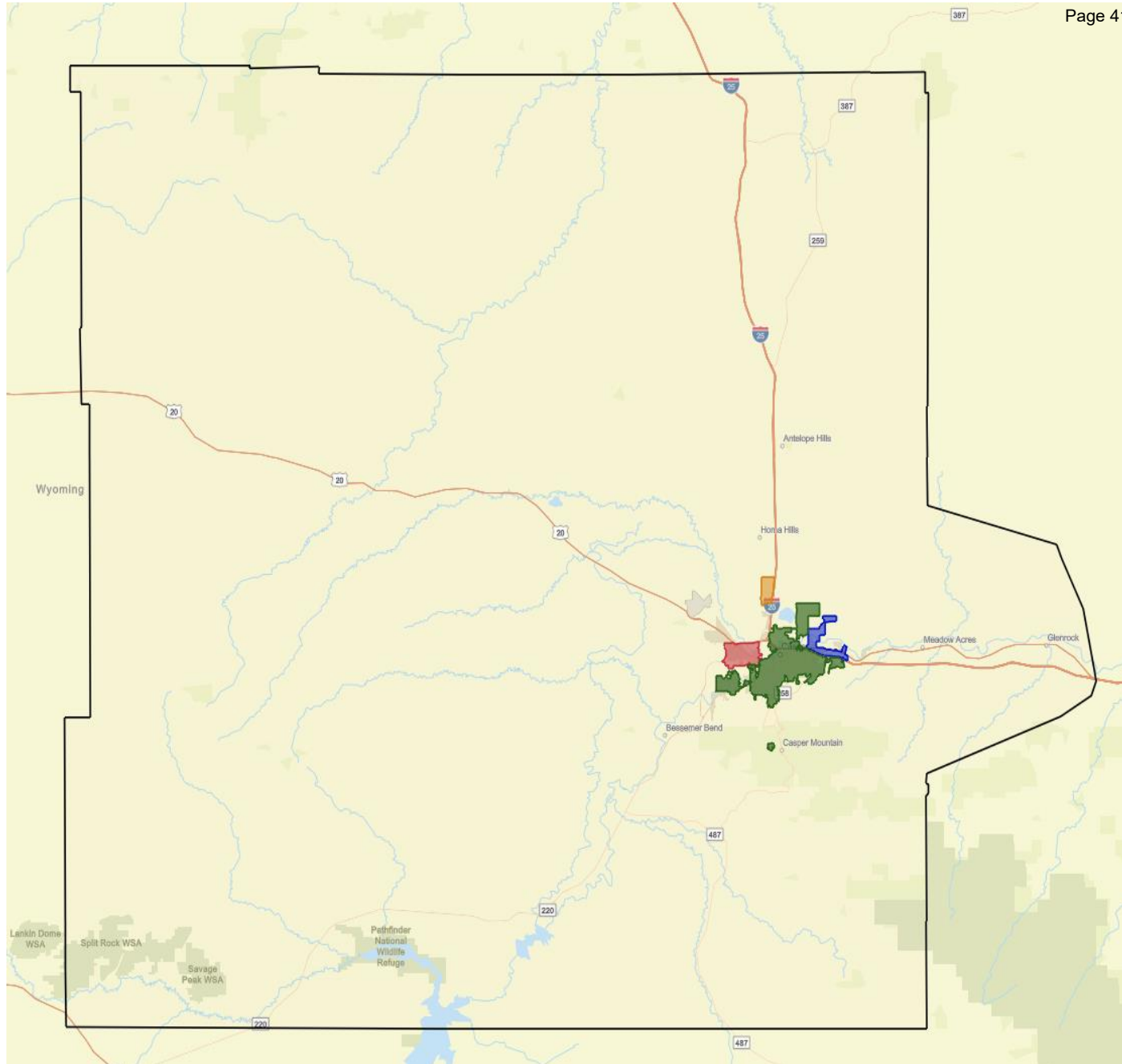
- Understand the demographics of the Casper, Bar Nunn, Evansville, Mills and Natrona County
 - Majority of park users and program participants come from
- Interest/Potential/Expected participation of activities
 - Compare to local use, registration data



STUDY AREAS

- Green Boundary
 - City of Casper
- Black Boundary
 - Natrona County
 - Glenrock
- Orange Boundary
 - Town of Bar Nunn
- Blue Boundary
 - Town of Evansville
- Red Boundary
 - City of Mills

plus



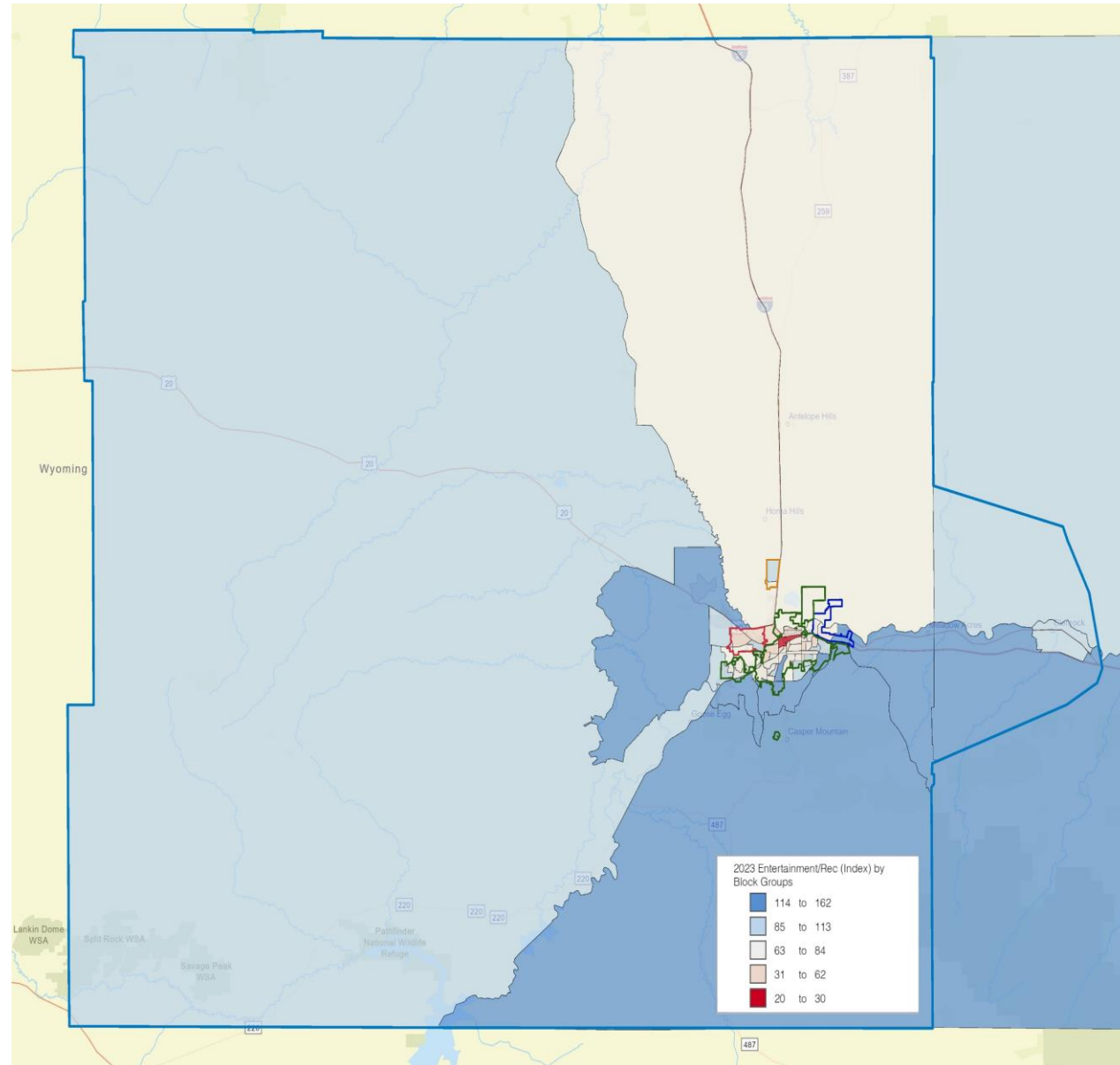
MARKET ANALYSIS

	Casper	Natrona County	Bar Nunn	Evansville	Mills
Population:					
2020 Census	59,099	83,521	2,981	2,746	4,191
2023 Estimate	59,086	83,485	2,973	2,732	4,239
2028 Estimate	59,175	83,623	2,965	2,725	4,325
Households:					
2020 Census	24,587	34,222	990	1,071	1,795
2023 Estimate	24,780	34,556	996	1,076	1,834
2028 Estimate	25,190	35,127	1,006	1,090	1,890
Families:					
2020 Census	14,613	21,051	776	705	1,041
2023 Estimate	14,966	21,353	773	663	1,055
2028 Estimate	15,155	21,606	778	666	1,085
Average Household Size:					
2020 Census	2.35	2.38	2.98	2.55	2.31
2023 Estimate	2.35	2.38	2.98	2.54	2.31
2028 Estimate	2.31	2.34	2.95	2.50	2.29
Ethnicity(2023 Estimate):					
Hispanic	9.70%	9.2%	9.50%	13.10%	9.90%
White	85.90%	86.6%	85.60%	80.30%	88.20%
Black	1.10%	0.9%	0.40%	0.70%	0.70%
American Indian	1.30%	1.3%	0.60%	2.70%	1.70%
Asian	0.90%	0.8%	0.80%	0.80%	0.40%
Pacific Islander	0.10%	0.1%	0.10%	0.30%	0.00%
Other	2.90%	2.6%	2.50%	3.00%	2.70%
Multiple	7.80%	7.7%	9.90%	12.20%	6.30%
Median Age:					
2020 Census	36.5	37.0	31.1	29.2	38.5
2023 Estimate	38.6	39.1	36.2	31.5	39.1
2028 Estimate	39.7	40.1	36.1	30.0	39.5
Median Income:					
2023 Estimate	\$59,685	\$61,592	\$83,928	\$59,647	\$48,356
2028 Estimate	\$65,704	\$67,515	\$92,770	\$66,198	\$50,822



RECREATION SPENDING POTENTIAL INDEX

Expenditures by the households on Recreation compared to national figure with 100 reflecting the average.



MARKET POTENTIAL

Expected participation in activities for population 18 and older in Natrona County plus Glenrock. MPI (Market Potential Index) measures demand compared to national average of 100.

Outdoor Sports Adults Participated In:	Percent of Population	MPI
Archery	2.6%	105
Backpacking	3.8%	107
Baseball	2.4%	94
Bicycle Riding	12.2%	101
Exercise Walking	35.3%	104
Fishing (fresh water)	12.2%	116
Football	2.3%	98
Golf	8.9%	112
Hiking	19.9%	105
Horseback Riding	1.9%	96
Hunting (rifle)	3.6%	107
Hunting (shotgun)	2.7%	109
Mtn-Biking (off-road)	3.8%	105
Running/Jogging	11.5%	102
Skiing (alpine)	2.7%	104
Soccer	2.7%	85
Softball	1.5%	92
Swimming	15.8%	105
Tennis	4.1%	107



MARKET ANALYSIS

- The median age is similar to Wyoming and National numbers. A lower median age points to young families with children, which are significant participants in recreation programs and park users.
- The area has a slightly lower percentage of households with children (27.6%) than both Wyoming and National average of about 30%. As such an emphasis, or consideration, must be given to programs and facilities catering to adults and seniors.
- Median household income is slightly lower than Wyoming and National average. However, the cost of living is lower as well, suggesting residents are living within their means. Income level is important when it comes to price point for programs and services, subsequently the cost recovery level of a programs and facilities.
- The Market Potential Index is higher than the National level of 100 for 13 of the 19 outdoor activities. It should be noted, the lack of quality facilities may be the reason the MPI is lower, or the ability to pay for services.



STAFFING/OPERATIONS

CASPER PARKS AND RECREATION - 5 YEAR CAPITAL PLAN - PER APPROVED FISCAL YEAR 2024 BUDGET

Fund	Fiscal Year 2024 Approved Capital	Fiscal Year 2025 Forecast	Fiscal Year 2026 Forecast	Fiscal Year 2027 Forecast	Fiscal Year 2028 Forecast
Aquatics	\$2,170,914.00	\$904,138.00	\$2,308,138.00	\$14,965,138.00	\$876,138.00
Golf	\$122,000.00	\$1,126,000.00	\$441,179.00	\$1,360,000.00	\$5,200,000.00
Hogadon	\$16,000.00	\$5,081,000.00	\$795,000.00	\$535,000.00	\$768,000.00
Ice Arena	-	\$4,400,000.00	\$212,000.00	\$121,000.00	\$343,000.00
Rec Center	-	\$218,000.00	\$1,831,000.00	\$1,029,000.00	\$1,592,000.00
Sports/Athletics	-	\$1,449,000.00	\$1,140,000.00	\$805,000.00	\$563,000.00
Parks Maintenance (General Fund)	\$1,466,366.00	\$824,250.00	\$817,000.00	\$1,103,000.00	\$375,000.00
TOTAL	\$3,775,280.00	\$14,002,388.00	\$7,544,317.00	\$19,918,138.00	\$9,717,138.00

CASPER PARKS AND RECREATION - OPERATING BUDGETS - FISCAL YEAR 2024

Fund	Budgeted Revenue	Budgeted Expense	Budgeted Subsidy		Budgeted Cost Recovery	Cost Recovery Goal
Aquatics	\$652,312.00	\$1,186,071.00	\$533,759.00	45.0%	55.0%	58%
Golf	\$1,114,000.00	\$1,088,281.00	\$(25,719.00)	-2.4%	102.4%	110%
Hogadon	\$802,000.00	\$1,099,301.00	\$297,301.00	27.0%	73.0%	60%
Ice Arena	\$408,560.00	\$682,366.00	\$273,806.00	40.1%	59.9%	65%
Rec Center	\$538,048.00	\$1,160,321.00	\$622,273.00	53.6%	46.4%	50%
Sports/Athletics	\$362,100.00	\$1,109,794.00	\$747,694.00	67.4%	32.6%	50%
Parks Maintenance (General Fund)	\$17,350.00	\$1,725,183.00	\$1,707,833.00	99.0%	1.0%	N/A
TOTAL	\$3,894,370.00	\$8,051,317.00	\$4,156,947.00			

CASPER PARKS AND RECREATION - EMPLOYEES AND LABOR

Fund	Full-time Employees*	Non-Full-Time Employees	Non-Full-Time Labor hours
Aquatics	2.25	100 NFT	up to 35,000
Golf	4.19	30 NFT	up to 25,000
Hogadon	4.69	12 NFT	up to 8,500
Ice Arena	2.33	30 NFT	up to 5,500
Rec Center	2.63	70 NFT	up to 23,500
Sports/Athletics	5.15	95 NFT	up to 6,000
Parks Maintenance (General Fund)	9.95	14 NFT	up to 9,000
TOTAL	31.19		

*Full-time employees are not whole numbers because administrative staff, supervisors and managers are split between multiple funds.

LEVEL OF SERVICE

	Existing	Current Need	Projected Future Need
Diamonds	24	27	28-32
Rectangles	23	26	28-32
Athletic Maintenance Staff	3 FTE, 8 Seasonal	4 FTE, 10 Seasonal	5 FTE, 12 Seasonal
Park Staff	6 FTE	12 FTE	12-15 FTE



NEXT STEPS

NEXT STEPS

CURRENT PROJECTS - CITY OF CASPER				
City of Casper	General Improvements	Status	Completion Date	Funding/Installation
City Park	New fenced toddler ADA accessible playground, large shelter, paths	Contract awarded, materials ordered	Summer 2024	Rotary Club of Casper, partial
Meadowlark Park	New playground	Contract awarded, materials ordered	Summer 2024	Rotary Club of Casper, partial
Washington Park	Baseball field lighting replacement	Contract awarded, materials ordered	Spring 2024	LWCF Grant
Washington Park	Restroom renovations	Currently bidding	Summer 2024	LWCF Grant
Washington Park	Construction of eight new pickleball courts	Under design	Summer 2024	LWCF Grant
Fort Caspar Museum	Historic Fort building improvements	Obtaining conservation easement	Summer 2025	NPS Save America's Treasures Grant
Riverfront 1st Street to BNSF Bridge	Install boat ramp, parking lot; Replace river trail	Under construction	Spring 2024	LWCF Grant
All parks/athletic fields	Install baseline automated controllers for irrigation	In progress	Fall 2027	Installation in-house as time allows
Casper Ice Arena	Construct a second sheet of ice	Under design	Summer/Fall 2025	Hinges on fundraising by user groups
Casper Family Aquatics Center	Roof/decking replacement, HVAC, window, slide improvements	Phase I under construction	February 2024	Phase II June-September 2024
All parks/public property	Urban forest tree inventory and condition assessment	Contract pending	Summer 2025	NPS Community Urban Forestry Grant
Paradise Valley near Robertson Road Bridge	Trails and pedestrian bridge over the North Platte River	Phase I bidding	Summer 2024	Phase II Bridge pending approval of Z WORC ARPA Grant; partial grant/donation
North Casper Athletic Complex	Baseball/softball field; Playground improvements, build Miracle Field	WORC ARPA grant out	Summer 2025	Awards expected spring 2024
Marion Kreiner Pool, Skate Park, Pump Track	Outdoor pool filtration, building improvements; Build skate park, pump track	WORC ARPA grant out	Summer 2025	Awards expected spring 2024
North Platte River adjacent to Poplar Street	Pedestrian bridge crossing and river trail east of Poplar St vehicular bridge	WORC ARPA grant out	Summer 2025	Awards expected spring 2024
City of Mills	General Improvements			
Noreen Kilmer Park	Old playground equipment mostly removed. Old slide, other minor equipment removed. No plan in place to replace equipment right now; exercise equipment has been discussed due to location next to bike trail. This park also has basketball and tennis courts. The future MP will likely affect their focus on this park.			
First Street Park	New playground equipment installed in 2020; shelters and picnic tables installed in 2023. No other additions are currently scheduled.			
Freden Park	Playground equipment is outdated; no plan for upgrades--will see what comes out of the MP. Started hosting annual Summer Fest here, will likely continue as it is a popular venue.			
Sunny Acres Park	Rotary Club of Casper donated \$20K from the annual Duck Derby fundraiser to put in upgrades. Will see if upgrading, adding items or changing it up would be a better choice.			
Robertson Heights Park	Completely built in 2023. Only 2 playground structures and a couple benches. \$\$ only stretched so far on the grant funds. Could add to this if the MP offered a need not being met in Mills.			



NEXT STEPS



NEXT STEPS

1. Public Input Survey
2. Park Program
3. Park Maintenance & Operations
4. Park Master Plan & Vignettes
5. Implementation Strategy
6. Capital Costs
7. Adoption



CASPER YOUTH COUNCIL MINUTES
Casper Area Chamber of Commerce
February 18, 2024
Final Meeting

ROLL CALL Casper Youth Council held their final meeting at 4:30 p.m., Sunday, February 18, 2024, at the Casper Area Chamber of Commerce

Present: Zoe Johnson, Caitlynn Johnson, Massimino Nania, Councilor Kyle Gamroth, and Advisor Elissa Campbell

Absent: Sara Loghry, Finn McCoul, Anna Koehmstedt, and Allie Scroggins

The Casper Youth Council (CYC) was established in 2020 in partnership between Impact Wyoming and The City of Casper. CYC's purpose was to serve as a platform by which Natrona County youth could engage with and participate in local government.

While Kelly Walsh High School has consistently demonstrated engagement, student representation from Roosevelt, Natrona County, Pathways Innovation Center, and Midwest has failed to gain traction.

Due to a lack of student interest and traction within our community, Impact Wyoming's Board of Advisors and Executive Director have made the decision to dissolve the Casper Youth Council.

Councilor Gamroth and Advisor Elissa Campbell reassured students that if they were to have interest in future policies, processes, issues, discussions, etc., related to municipality operations/functions, they would be happy to provide any support, connections, resources possible.

Mayor Cathey and Elissa briefly spoke about a potential "Casper Day" for junior and senior high school students. Additional information/opportunity will be provided if the idea takes hold and moves forward into implementation.

Adjourned 4:43pm

If City Council or the City Manager's Office has questions or concerns, please contact Elissa Campbell directly at elissa@elevatewyoming.com

Submitted by ECampbell



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

MEETING PROCEEDINGS

January 16, 2024

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, January 16, 2024, 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 Bertoglio, Vice-Chairman North, Secretary Waters, Treasurer Cathey, and Board Members Pollock and Sabrosky. Board Members Aars and Pacheco were absent.

City of Casper – Bertoglio, Cathey, Pollock, Tom Brauer, Bruce Martin, Mark Anderson, Janette Brown

Natrona County – North

Salt Creek Joint Powers Board –

Wardwell Water & Sewer District – Sabrosky

Pioneer Water & Sewer District – Waters

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates –

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin and Alia Scott – Williams, Porter, Day & Neville, P.C.; George Moser – Wyoming Water Development Commission; Frank Schwarzrock – Town of Bar Nunn

The Board meeting was called to order at 11:31 a.m.

1. In Announcements, Mr. Martin stated that Ms. Alia Scott, with Williams, Porter, Day &

Neville, P.C., is joining the meeting online.

2. Chairman Bertoglio asked for a motion to approve the minutes from the December 12, 2023, Regular meeting. A motion was made by Secretary Waters and seconded by Vice-Chairman North to approve the minutes from the December 12, 2023, Regular meeting. Motion put and carried.
3. Mr. Martin stated that there was one additional voucher, voucher 8652, added to the voucher listing that was sent out in the agenda packet. Mr. Martin asked the Board to reference the voucher listing on the screen.

Mr. Martin stated that voucher 8641 will be considered later in the meeting.

Mr. Martin stated that vouchers 8642 and 8645 are for pumps for RWS booster stations.

Mr. Martin stated that vouchers 8644 and 8651 for the Sheet Metal Specialties are for the HVAC Chiller Replacement Project No. 21-040.

Mr. Martin stated that voucher 8646 for Wyoming Water Development Office in the amount of \$750.00 is for the Pathfinder Modification Project Readiness-to-Serve Water Allocation for 2024 per the contract.

Mr. Martin stated that voucher 8649 for Titan Plumbing, LLC in the amount of \$7,355.84 is for the Ammonia Piping Replacement Project. Mr. Martin stated that the ammonia piping for the surface water plant has been replaced.

Mr. Martin stated that voucher 8650 for Engineering Associates in the amount of \$669.92 is for the Caisson No. 2 Rehab Project No 21-040.

Mr. Martin stated that voucher 8652 for Grainger in the amount of \$8,267.49 is for a hoist / trolley.

Mr. Martin stated that the vouchers are in good order and recommended approval of vouchers 8642 through 8652 in the amount of \$711,633.03.

Secretary Waters asked if the amount of the first voucher on the list, voucher 8641, is included in this total. Mr. Martin stated that it is not as it will be considered later in the meeting.

A motion was made by Secretary Waters and seconded by Vice-Chairman North to approve the January 2024 voucher listing to include voucher numbers 8642 through 8652 in the amount of \$711,633.03. Motion put and carried.

4. Mr. Martin asked the Board to reference the Water Production chart on the screen. Mr. Martin stated that there were 153 MG of water produced in December, which is 16 MG below the five-year average of 169 MG.

Mr. Martin stated that the year-to-date water production was 2.16 BG, which is 146 MG

below the five-year average of 2.31 BG.

Mr. Martin asked the Board to reference the Comparative Income Statement on the screen. Mr. Martin stated that the FY24 Interest Earned does not include the interest earned from WyoStar in December as the amount was not available until after the Financial Report was compiled.

Mr. Martin stated that System Development Charges (SDC) year-to-date are \$146,923 compared to \$85,610 last year. Mr. Martin stated that there has been a bit of an increase in SDC revenues this year.

Mr. Martin stated that Water Utility Charges year-to-date are currently \$4,991,414, compared to \$5,399,536 last year, which correlates with the decrease in water sales earlier this Fiscal Year.

Mr. Martin stated that Reimbursable Contract Expense is \$2,092,147, which includes December expenses. Mr. Martin stated that this line item is approximately \$134,000 more than last year, but it is where it was expected to be at this time of the Fiscal Year.

Chairman Bertoglio asked for a motion to approve the December 2023 Financial Report as presented. A motion was made by Board Member Pollock and seconded by Treasurer Cathey to approve the December 2023 Financial Report as presented. Motion put and carried.

5. Mr. Martin stated that the WTP Manager position has not been filled yet so he will present the WTP Operations Update.

Mr. Martin stated that the WTP Manager position is still being advertised. Mr. Martin stated that after getting through the holidays, the advertisement was refreshed. Mr. Martin stated that as it has been in the past, this is a difficult position to fill, and it is proving to be challenging this time. Mr. Martin stated that efforts were renewed on the advertisement in hopes to see more applications come in.

Mr. Martin stated that the WTP Plant Maintenance Supervisor position has been filled with a promotion from in-house with one of the Plant Mechanic II's. Mr. Martin stated that this leaves an open Plant Mechanic position. Mr. Martin stated that this position has been advertised, applicants were interviewed, and we are waiting to complete an offer for the position.

Mr. Martin stated that production is approximately 5.5 to 6.0 MGD. Mr. Martin stated that we are seeing lower water levels in the wellfield than are typically seen this time of year. Mr. Martin stated that usually when pumping from the wells, we see a level of 3 – 5-feet of water, and now we are seeing water down at the 2-foot level. Mr. Martin stated that we are definitely experiencing a reduced water level this year. Mr. Martin stated that he has also received several calls from people on the other side of the river on Chamberlain Road with their private wells drying up. Mr. Martin stated that they are experiencing the same thing with their wells.

Mr. Martin stated that later in the meeting there will be an update on the Wellfield Management Plan by Mr. Moser with the WWDC. Mr. Martin stated that hopefully when they get into the water modeling, this will make some sense of what is going on with the well water levels.

Mr. Martin stated that right now we are just on the edge of being able to produce what we need with the wells. Mr. Martin stated that four well pumps that were ordered were supposed to be here today, but due to the weather, they are looking at delivering them tomorrow. Mr. Martin stated that once a couple of the new pumps are installed it should help boost production. Mr. Martin stated that staff have also been running the surface plant a bit to see if it can be run in the wintertime or not. Mr. Martin stated that it ran last week for a little bit and put out a bit of water. Mr. Martin stated that the Operators tried again yesterday but ran into some issues. Mr. Martin stated that we want to make sure we can run the surface water plant in the winter if we need to. Mr. Martin stated that it is not the best option, as it is more challenging to treat the colder water, but we need to know if it is available should it be needed.

Mr. Martin stated that the Chiller Project is continuing and is nearing completion. Mr. Martin stated that the completion date is in April, so there is some time left on the project.

Mr. Martin stated that staff have been working on the Raw Water Gates. Mr. Martin stated that there are a couple of gates that were in the open position, and the gate operators failed, which caused the heavy cast iron gates to fall down and are now jammed closed. Mr. Martin stated that staff is having a difficult time getting the gates open, so the Maintenance staff is working with some of the Distribution staff to determine how to get them opened. Mr. Martin stated that we are fine right now, but when we are in the middle of summertime production, they need to be open.

Mr. Martin stated that staff is also doing maintenance on the surface water plant and are getting ready to install some of the well pumps once they arrive.

Chairman Bertoglio asked if the wells on Chamberlain Road are upstream of the WTP. Mr. Martin stated that they are right across from the wellfield. Chairman Bertoglio stated that he is just curious if wells are drying up all the way up the river. Mr. Martin stated that these private wells are right across the river from the wellfield. Mr. Martin stated that some of the residents have drilled their wells lower to get more water; others are able to lower their pumps down if there is water available in the well. Mr. Martin stated that they are definitely seeing reduced water levels.

Board Member Sabrosky asked if this is typical in drier years, and if it has been seen before. Mr. Martin stated that this is the most dramatic that has been seen. Mr. Martin stated that he is going to go back and look at data.

Secretary Waters stated that this is perplexing and doesn't make sense.

Chairman Bertoglio stated that it was an awful dry fall.

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

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

Mr. Anderson stated that the system chloramine residuals are looking really good right now. Mr. Anderson stated that this cold weather will help the residuals even more.

Mr. Anderson stated that staff checked all the non-draining fire hydrants for the month.

Mr. Anderson stated that an ARV fitting on one of the Salt Creek waterlines broke. Mr. Anderson stated that it was an easy fix, but it did make a mess by 71 Construction.

Mr. Anderson stated that WD staff pulled out Airport Booster Pump No. 2 and got measurements for an adapter plate. Mr. Anderson stated that as soon as that comes in the new Airport pump will be installed.

Mr. Anderson stated that WD staff also pulled the Pioneer Booster Pump No. 1 and are in the process of building the base for it to match the existing plumbing to fit the new pump. Mr. Anderson stated that once they are done with Pump No. 1, they will move on to Pump No. 2.

Mr. Anderson stated that staff is currently making repairs to tank and booster security lights that have failed. Mr. Anderson stated that maintenance is done on the security lights every six months.

Vice-Chairman North asked if the security lights are being replaced with LED lights. Mr. Anderson that they are. Mr. Anderson stated that they will not be buying any more fixtures or parts for fixtures, if the bulb just needs to be changed, they do that. Mr. Anderson stated that they now change out the full light fixture to LED.

6. There was no Public Comment.

7. In Old Business:

a. Mr. Martin stated that in the last couple of months the Board has discussed the water rights related to the dissolution of the Wardwell Water and Sewer District. Mr. Martin stated that Ms. Scott has drafted two letters and requested that they be put on the agenda for Board discussion. Mr. Martin turned the time over to Ms. Scott.

Ms. Scott stated that in accordance with the Joint Powers Agreement and the Asset Transfer Agreement for the rights and responsibilities associated with the JPB, there is language that states that a formal request in letter form, hand delivered to the Chairman, needs to be asserted in order to request to withdraw from the JPB in the event that an entity needs to withdraw. Ms. Scott stated that at this time, based on the trajectory of the dissolution, there are only a couple of items to still be completed, and then the dissolution will be final. Ms. Scott stated

that at this time she feels it is appropriate to request that the Wardwell Water and Sewer District withdraw as a member of the JPB based on the pending dissolution.

Ms. Scott stated that also under the Asset Transfer Agreement, the Wardwell Water and Sewer District requests written consent by RWS to transfer its rights and responsibilities to the Town of Bar Nunn. Ms. Scott stated that following the discussion today, and hopefully that written request being submitted to her, she would also ask the State of Wyoming Attorney General's Office for the same type of written consent, which is consistent with the requirement of the language in the Asset Transfer Agreement. Ms. Scott stated that she is happy to answer any questions or clarifications. Ms. Scott stated that if need be, the Board could consider the request and table it, it's not urgent, but she would like to move forward with requesting it from the State.

Mr. Chapin asked what the two outstanding items to be done are, so the Board understands. Ms. Scott stated that they are currently waiting on the Board of Control meeting on the surface water right petitions, which is going to be taking place on February 6th at 11:00 a.m., and we are waiting on her request to the State to transfer the rights and responsibilities. Ms. Scott stated that she hasn't yet sent them a similar letter because she thinks it is important that Regional had the discussion first and we figure out what that looks like since it is Regional's document, but it requires that the State also approve. Ms. Scott stated that she also needs to get a new title for a trailer that never had a title. Ms. Scott stated that following the surface water right petitions being granted, she will then transfer all of the assets to Bar Nunn.

Mr. Chapin asked if there was any reason why we wouldn't wait to get the surface water rights transfer before we have this discussion and the approval of the Board. Ms. Scott stated that she thinks it could wait, she just has it on her To-Do list, and she wanted to give it to the Board and have enough time to have the right discussions and make sure that everyone's questions are answered.

Secretary Waters asked if this is a requirement of the dissolution process to withdraw from Regional Water. Chairman Bertoglio stated yes, they have to do that. Chairman Bertoglio stated that this is their request for us to do this. Chairman Bertoglio stated that the Board will then still have to amend the Joint Powers Board Operating Agreement.

Chairman Bertoglio asked if the Board accepts this request, is it done by resolution, because the State still has to approve it. Mr. Chapin stated that he thinks that a resolution is a good way to reference it. Mr. Chapin stated that the Board has to approve it. Chairman Bertoglio asked if the Board puts an amendment to the Operating Agreement through a resolution. Chairman Bertoglio asked if it needs to be a total new amendment. Mr. Chapin stated that depending on how many things the Board wants altered in the agreement, if it is a straight amendment, without making any other changes in the Agreement, the Board can do an amendment and a resolution, and that is fine. Mr. Chapin stated

that if there are other items that the Board wants to revise in the Agreement, then it will have to be a modification of the whole Agreement. Mr. Chapin asked if Ms. Scott agreed with that assessment. Ms. Scott stated that she does, but for time purposes to wrap up loose ends, the Board could do a resolution allowing Wardwell to withdraw and to be replaced by Bar Nunn. Ms. Scott stated that once that is done then the Board can amend the Agreement to be a modernized update of it, because that is going to be a longer process.

Chairman Bertoglio stated that Wardwell has provided the Board with two resolutions, and to keep things documented, the Board could do a resolution that references these Wardwell resolutions. Chairman Bertoglio stated that then the Board could specifically reference amendments to the Joint Powers Board Agreement, that it was authorized by the Board. Mr. Chapin stated that would keep it consistent.

Chairman Bertoglio asked if the Board needs to accept these requests now. Mr. Chapin stated that is what Ms. Scott is requesting, or the Board can wait until the surface water rights are addressed. Mr. Chapin stated that Ms. Scott is requesting it be done now to keep things moving forward.

Chairman Bertoglio stated that if the Board accepts these requests, it is one of the parts for the Wardwell dissolution. Ms. Scott stated that is correct, this is one of the steps for the Wardwell dissolution, and it is also a formal requirement of the RWS JPB Agreement, so in order to comply with all those requirements, she just wanted to make sure the request got to the Board in this formal way. Ms. Scott stated that she has no issue if the Board wants to table it or table issuing written consent until after the surface water petitions are considered because she does not know if there are going to be any issues with those as she has not had any inclination that the Board of Control has any serious questions or issues. Ms. Scott stated that in the event that there is something else that they need to do after the meeting to finalize it, she doesn't think that her request would negate continuing to work together to finalize those petitions. Ms. Scott stated that if the Board would like to wait until those petitions are finalized and the decision has been issued by the Board of Control, that is completely fine with her.

Treasurer Cathey asked if it would be appropriate to go ahead and approve the one removing Wardwell from the Board and approve the other one pending the final transfer of the surface water right petitions, or should the Board wait to approve until it is over with. Mr. Chapin stated that he would keep both of the requests in place if the Board is going to wait, because he thinks it looks odd if Wardwell is removed from the Board, and has no authority, and then the Board is trying to get the other one taken care of, and there could be some issues.

Chairman Bertoglio stated that goes back to what he was trying to get to. Chairman Bertoglio asked if at one meeting, the Board accepts these two resolutions, and then have all the changes to the agreements simultaneously done. Chairman Bertoglio stated that when he reads the agreements, he doesn't see all that much that needs to be changed. Mr. Chapin asked which agreement.

Chairman Bertoglio stated the JPB Agreement, or Operating Agreement. Mr. Chapin stated that he had the sense that at this time a number of people have asked for various changes, and the Chairman may be right that there might not be that many changes to be made. Chairman Bertoglio asked Mr. Chapin to figure out what changes are needed. Chairman Bertoglio stated that it would be nice to have this all done at once.

Chairman Bertoglio asked when the Board of Control issues their findings after their meeting. Ms. Scott stated that she does not know. Ms. Scott stated that she is not sure, and highly doubts that they do oral findings on the day of the meeting, but they might. Ms. Scott stated that she has never been to a Board of Control Quarterly Meeting, so she can follow up with Mr. Stump to see if he has any idea about when they might issue their findings. Ms. Scott stated that they might vote and make a recommendation at the meeting and then issue a written decision or written certification change. Chairman Bertoglio stated that if it's like everything else, it isn't effective until it is published.

Secretary Waters stated that the way this is worded on the agenda, Wardwell formal request to withdraw as Member of CWRWSJPB, Ms. Scott stated that this is formal notice to withdraw Wardwell as a member and add Bar Nunn as a member. Secretary Waters stated that if that's what everyone is going to go along with, it needs to be printed that way. Ms. Scott stated that she takes the position that it is Regional Water's decision whether or not Bar Nunn is going to join as a member of the Board, it's not her position. Ms. Scott stated that her position is just requesting that Wardwell be allowed to withdraw and how or if that is replaced, is Regional's decision.

Secretary Waters stated that he understands that, but what was written here and what Ms. Scott just said are two different things. Secretary Waters stated that is why he got upset the last couple of meetings is there is stuff that is written down, and when it gets talked about, it changes, and he thinks that if it is put down in writing, it ought to reflect where we are going and what we are trying to do. Chairman Bertoglio stated that is correct.

Ms. Scott stated that for clarification, there are two separate letters that we are talking about, two separate documents. Ms. Scott stated that the request to withdraw from the JPB is separate and distinct from the request to assign the rights and responsibilities under the Asset Transfer Agreement. Ms. Scott stated that Wardwell is asking to assign their rights and responsibilities to Bar Nunn under the Asset Transfer Agreement because Bar Nunn is affectively owning all the Wardwell assets, so we need somebody to be able to be recognized formally to operate those assets, which include easements and infrastructure, which will not hinder Regional's ability to continue overseeing those operations and utilizing that infrastructure as well. Ms. Scott stated that those two requests are separate and distinct, so she is not asking that Bar Nunn be able to join Regional, that is the Board's decision. Ms. Scott stated that the second request is that the rights and responsibilities pursuant to the 1996 Asset Transfer Agreement be transferred to Bar Nunn.

Secretary Waters stated that he understands that, and where he was going with this, is what he is reading, and what Ms. Scott said were two different things. Secretary Waters stated that Ms. Scott added on to the verbiage on the agenda about Bar Nunn coming on as a member.

Chairman Bertoglio stated that is what he was trying to get at. Chairman Bertoglio stated that in order for Wardwell to dissolve they first have to withdraw from the Board, and second, in order for them to withdraw from the Board they have to do this step. Chairman Bertoglio stated that then the next step is the Board accepts it, and the next step is the Board makes changes to the Agreement, and that's where in the Agreement is the question answered regarding Bar Nunn getting a seat on the Board. Chairman Bertoglio stated that Wardwell is going to fulfill the requirements for them to leave the Board. Chairman Bertoglio stated that then the question is, does the Board make the changes for that part, and the next part is does Bar Nunn then come on the Board, and anything else on the Agreement that needs ironed out. Secretary Waters stated that he agrees with what Chairman Bertoglio is saying. Mr. Chapin stated that he thinks it needs to be done in steps so it is sequential, and these documents have already been dated in anticipation that this could happen at any time. Mr. Chapin clarified that Wardwell can be withdrawn and then Bar Nunn can pick up the assets before that happens. Ms. Scott stated that at the end of the day, it is a simultaneous transaction because it is like the proverbial ownership of the asset, unless it is actual cash transferred, it is kind of overlapping until all the documents are signed and then ownership and obligation transfer. Ms. Scott stated that the main reason these letters are presented to the Board and the requests are made, is to just keep everything moving forward and to make sure that there are no stones left unturned because she knows there are a lot of iterations of the Operations Agreement for Regional, and Wardwell wants to make sure that the requirements in there are satisfied.

Mr. Chapin stated that makes sense and asked if it has been agreed upon which iteration of the Operating Agreement is being worked off of. Chairman Bertoglio stated yes.

Chairman Bertoglio asked Mr. Chapin for his recommendation. Mr. Chapin stated that it depends on everyone's comfort level. Mr. Chapin stated that if the Board has satisfaction and comfort that the Board of Control is going to approve the surface water right petitions, that's fine. Mr. Chapin stated that if the Board has some concerns about it, they should wait. Mr. Chapin stated that he isn't hearing anyone raising any concerns, he is just offering an alternative to it.

Vice-Chairman North asked Mr. Chapin if he felt there is any potential problem with the State transferring the surface water rights. Mr. Chapin stated that he did not, as he has not had enough experience with water rights to know.

Treasurer Cathey stated that was why he asked about approving contingent on the State approval of the water right transfer or wait an approve both at the same time. Vice-Chairman North stated that the Board should wait until the after the

February 6th Board of Control meeting and see what happens.

Treasurer Cathey stated that the next item is the membership of Bar Nunn on this Board, and asked if Bar Nunn should make a formal request to be a member of the Board once the assets are transferred. Mr. Chapin stated that in his mind, there ought to be some kind of documentation where that occurs simply to maintain the excellent flow of paperwork that Ms. Scott has referred to. Mr. Chapin stated that he does not believe it needs to be an epic document. Board Member Sabrosky asked if in the by-laws there is a directive that says it is invitation only or can there be a request to join. Mr. Chapin stated that he does not remember, but he can check on that. Mr. Chapin stated that even if there isn't, he does not think it hurts that there would be a letter so that everything can be tied together. Secretary Waters stated that it could be as simple as a formal letter request. Chairman Bertoglio stated that it could be a letter from the Bar Nunn Town Council authorizing the mayor to request admission to the Board. Chairman Bertoglio stated that the Board could then act on that. Mr. Chapin agreed. Chairman Bertoglio asked if the Board could act on all three at once. Mr. Chapin stated that he believed so.

Mr. Brauer stated that he hasn't had that many direct involvements with the State Board of Control, indirectly, quite a few. Mr. Brauer stated that his history with them is that rarely does anything glide through on the first reading, and they meet on a quarterly basis. Mr. Brauer stated that in his previous job there were some items that were stuck at the Board of Control into their third year. Mr. Brauer stated that he is not directing the Board to move in any direction to approve this earlier or not, but he also recognizes that the State Board of Control can be slow moving to make a decision, because at the core of it is water rights issues that have been fought over for decades, since the existence of the State. Mr. Brauer stated that he would not pretend to weigh in on Bar Nunn involvement with the Board, but it seems like if there is going to be changes to the Joint Powers Board Operating Agreement, that there would be a decision made about Bar Nunn before that, before changes are made to the Agreement because they are the second largest water user for the Regional Water System. Mr. Brauer stated that if they are going to have a seat on the Board, it seems like they would have a seat at the table while you contemplate those changes to the JPB Agreement.

Chairman Bertoglio stated that on this one, we aren't asking for a change of diversion, or point of use. Ms. Scott stated that the groundwater right petition that was submitted only took one day, although it didn't have to go to the Board of Control, which is more simple than the surface water right petitions, but the request is very similar. Ms. Scott stated that she can give the Board an update at their next meeting, or sooner if there is any indication at the meeting on the 6th if they are inclined to grant the request, or if it is tabled. Ms. Scott stated that the next discussion can be tailored around what information we have and what is lacking.

Mr. Chapin stated that sounds good to him, he just doesn't want anybody to be in the position of moving without authority. Chairman Bertoglio agreed.

Chairman Bertoglio asked the Board if the consensus was to table these items at this time. The Board agreed to table the items at this time.

Chairman Bertoglio asked Board Member Sabrosky to ask the Town of Bar Nunn to send a formal request letter to the Board. Board Member Sabrosky stated that he would work with Ms. Scott to inform the Town of Bar Nunn they need to submit a formal letter of request to join the Board.

Board Member Sabrosky asked if the letter is submitted soon enough, if the Board would consider all three items at the same time after the Board of Control makes their decision. Chairman Bertoglio stated that is correct. Chairman Bertoglio stated that we may not need to have all the revisions to the JPB Agreement ready at that time. Mr. Chapin agreed with that, he thinks that is a possibility. Chairman Bertoglio stated that once everything has been accepted, the Board could entertain a review of the JPB Agreement and make all necessary revisions. Mr. Chapin stated that is correct as prior to that Wardwell is acting under the prior Agreement, and that would be a good place to sever that relationship, and Bar Nunn moves onto the Board and participates there.

Chairman Bertoglio asked for a motion to table the Wardwell request to withdraw as a member of the CWRWS JPB, and the request for consent to assign rights and responsibilities to the Town of Bar Nunn.

A motion was made by Treasurer Cathey and seconded by Secretary Waters to table Items 7 a i, Wardwell Formal Notice and Request to Withdraw as Member of CWRWS JPB, and 7 a ii, Wardwell's Request for Written Consent to Assign Rights and Responsibilities Under Asset Transfer Agreement to the Town of Bar Nunn. Motion put and carried with Board Member Sabrosky abstaining from the vote.

- b. Mr. Martin stated that the Board has been working with the Wyoming Water Development Commission (WWDC) on a Wellfield Management Plan. Mr. Martin stated that Mr. George Moser has been before the Board previously. Mr. Martin stated that he appreciates Mr. Moser's efforts and willingness to keep the Board in the loop on how things are going and introduce himself to the new Board Members that weren't here the last time. Mr. Martin turned the time over to Mr. Moser.

Mr. Moser stated that he is with the Water Development Office, which supports the WWDC in their efforts to undertake various studies for the State of Wyoming. Mr. Moser stated that in 2022, this Board applied for a WWDC study, which was ultimately funded by the 2023 Legislature. Mr. Moser stated that the goal of that was to try to address some of the concerns with the well field productivity and try to do some groundwater modeling efforts that suggest flow paths and ways that flow could be augmented. Mr. Moser stated that construction activities were also worked into the study. Mr. Moser stated that historically the Board and Operators have used some well rehabilitation techniques and have stuck with some tried and true techniques. Mr. Moser stated that we are seeing that those rehab efforts are

not ultimately bringing wells back to the same productivity that they had. Mr. Moser stated that as a backstop to that in support of any future decisions that the Board might make, they are also looking for a consultant to evaluate where Regional Water should be looking for water sources. Mr. Moser stated that they wanted to make sure that they are not ignoring some sort of big picture other source of water that might exist for better money and utility on the dollar.

Mr. Moser stated that last fall they started on this in earnest. Mr. Moser stated that a contract was awarded to Engineering Associates, and they began work in the summer to gather data and compile information about productivity on individual wells. Mr. Moser stated that they then started some water quality sampling, they collected water quality samples from a couple of the wells, and also collected samples after those wells had been producing for a while.

Mr. Moser stated that the goal of that effort was to try to look at what the water chemistry that just lives within the bore hole when that well isn't producing that much water as well as the chemistry from the aquifer, how those two things might be interacting with each other. Mr. Moser stated that then they will look at how the rehabilitation techniques can be tailored to try to enhance the success of those rehabilitation techniques.

Mr. Moser stated that they were able to identify a population of about six wells, with the idea being that out of the six, there are three pairs of wells. Mr. Moser stated that the pairs roughly have similar characteristics; they were drilled and completed about the same time period, and they have seen about the same sort of performance decline over time. Mr. Moser stated that they are hoping that this spring they'll be able to do some enhanced rehabilitation techniques on one of each of the well pairs with the idea being they try that out and see what kind of enchantments they get out of it, see how successful the rehab is, and then there is still one well out of each pair to try a different technique and see what of those options are most beneficial. Mr. Moser stated that he thinks that will ultimately give the Board a tool to know that if you are looking at a well that has seen these sorts of declines and was constructed about the same time period, you'll know from the WWDC study that this is the kind of thing that should be tried first to try to get better water production out of those wells.

Mr. Moser stated that is moving pretty quickly; they met last week and did a tour with contractors. Mr. Moser stated that bids were accepted, and the bid opening was last Friday for Engineering Associates (EA). Mr. Moser stated that he preliminarily saw some quotes ranging from \$100,000 to \$200,000 to do the work. Mr. Moser stated that EA is still asking some questions of the contractors to try to solidify some of the information in the bids to make sure that they are on the right track for their technical capabilities.

Mr. Moser stated that in addition, part of the effort is building a groundwater flow model, and build up a mock model so they can try to address certain things like what would happen if additional water was added to X, Y, or Z infiltration basin; what would happen when the stage of the river changes; to try to help understand

some of the isolated areas where we might see depressions in the water level, or see mounding of water level, and see what recommendations operationally can be given to Regional Water for different periods of time.

Mr. Moser stated that EA was on site two weeks ago and they did some surveying. Mr. Moser stated that they surveyed in some of the waterlines that were not already part of the GIS system, the idea being that they can just add to that. Mr. Moser stated that EA also measured water level in a whole bunch of monitoring wells that are spread throughout the wellfield, and then measured elevations on the wellheads of the monitoring wells so they can get that in an absolute number. Mr. Moser stated that they also measured water surface elevations in infiltration basins and basically collected a whole bunch of information that they can help feed into the groundwater model.

Mr. Moser stated that in the next couple of months, EA would be here in front of the Board to give an update on where they are with looking at Regional water sources. Mr. Moser stated that they have done a little bit of work on this, and they are still homing in on recommendations for that. Mr. Moser stated that it would not surprise him if their recommendation will be that there is this great resource right here, and there would not be a reason to spend millions of dollars on a 40-mile-long pipeline, but nevertheless, some information to help the Board understand what the dollars are that kind of effort might entail.

Mr. Moser stated that the work for rehabilitation techniques should be completed by April 1st, so with any hope, they should get going speedier than that. Mr. Moser stated that one of the questions to the contractors is how quickly they can do the work. Mr. Moser stated that an update on the enhancement techniques and recommendations for rehabilitation should be in the near future as well.

Mr. Moser stated that they are still approximately a year and a half out on project completion, as there are a couple of other items that EA will look at; additional laterals for Caisson No. 2, as a way to get more flow out of that facility. Mr. Moser stated that the Board should expect to get an update from EA in the next couple of months and then get project updates moving forward.

Mr. Moser offered to answer any questions the Board may have on this project.

Chairman Bertoglio asked if anyone has looked at the aerobic spore data to see if as the production drops off if it can be determined if the reservoir is actually being plugged up and seeing a reduction in aerobic spores. Chairman Bertoglio stated that we might as well get some use out of it. Mr. Martin stated that the aerobic spore testing is done bi-weekly by order of EPA. Mr. Martin stated that aerobic spore levels have been really low.

Mr. Brauer stated that he is very grateful for the WWDC, as part of their charge is to make sure that we maximize the use of waters in the State. Mr. Brauer stated that the cool part of these Level 2 Studies is that it is costing the Regional Water System nothing to get all this work done, and the only thing that they charge for is

if they do some big improvement that we get the benefit of. Mr. Brauer stated that the timing couldn't be more beautiful than right now when we are having these challenges, to have a group of experts in the WWDC spearheading a group of experts to look into this. Mr. Brauer stated that the WWDC does good work for all kinds of municipalities in the State.

Mr. Moser stated that Mr. Brauer's comments are a good segway into what it costs Regional Water to do something like this; the answer is nothing so far. Mr. Moser stated that they specifically built in project update meetings at critical time periods. Mr. Moser stated that he had mentioned that the study includes looking at adding additional laterals to Caisson No. 2. Mr. Moser stated that ultimately, because that is a construction activity, that may in fact be something that Regional Water would then need to turn around and reimburse the WWDC for. Mr. Moser stated that they would absolutely make sure that the Board would have a project status update before that so that they understand the gravity of that situation and are on board before that is undertaken.

c. There was no Other Old Business.

8. In New Business:

a. Chairman Bertoglio asked how the Board should proceed with the Election of Officers. Ms. Brown stated that the Board can elect to keep the officers as they are, or they can choose to elect new officers.

Chairman Bertoglio asked if only the Chairman and Secretary have to have Officer Bonds. Ms. Brown stated that is correct at this time, as the Treasurer's bond is due in April, and the Vice-Chairman's bond was just issued in November.

Secretary Waters asked if everyone is in agreement to just keep the Officers as they currently are.

A motion was made by Board Member Sabrosky and seconded by Board Member Pollock to keep the Board Officers as is: Chairman – Paul Bertoglio, Vice-Chairman – David North, Secretary – Kenneth Waters, and Treasurer – Steve Cathey. Motion put and carried.

i. A motion was made by Treasurer Cathey and seconded by Vice-Chairman North to approve voucher 8641 for CNA Surety in the amount of \$200 for the Chairman and Secretary Officer Bonds.

Chairman Bertoglio asked if the bonds are \$200 total, or \$200 each. Ms. Brown stated that it is \$200 total for the two bonds.

Motion put and carried.

b. There was no Other New Business.

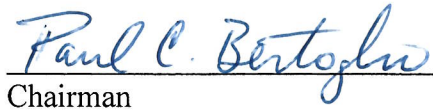
9. In the Chairman's Report, Chairman Bertoglio stated that the next Regular Meeting is scheduled for February 20, 2024, and he will not be available to attend the meeting. Chairman Bertoglio asked if the Board would like to move the meeting, or keep the meeting as is and meet without him.

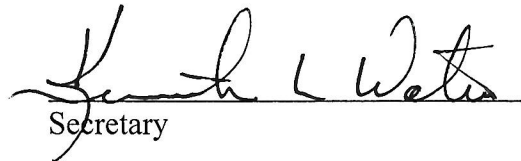
After much discussion of Board Member schedules, it was the consensus of the Board to move the next Regular Meeting to February 27, 2024.

Board Member Sabrosky informed the Board that Larry Forsberg, who was on the Wardwell Water & Sewer District Board for many years, passed away a few weeks ago.

Secretary Waters asked if there was any news on how former Chairman King is doing. Vice-Chairman North stated that he is living in Casper but is not doing well. Chairman Bertoglio stated that the last time he spoke to Board Member Aars, she said that he moved out of the hospital and in an assisted care facility in Utah. Vice-Chairman North stated that he is now here in Casper.

A motion was made by Secretary Waters and seconded by Board Member Sabrosky to adjourn the meeting at 12:29 p.m. Motion put and carried.


Chairman


Secretary



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

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

**Board
Members:**

Paul Bertoglio,
Chairman

David North,
Vice-Chairman

Ken Waters,
Secretary

Steve Cathey,
Treasurer

Ashley Aars

Ray Pacheco

Amber Pollock

Dan Sabrosky

REGULAR JOINT POWERS BOARD MEETING AGENDA

UPDATED AGENDA

Tuesday

February 27, 2024

11:30 a.m.

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

1. Announcements
2. Approve Minutes
 - a) January 16, 2024 Regular Meeting *
 - b) July 26, 2023 Special Executive Meeting
 - c) August 2, 2023 Special Executive Meeting
 - d) August 15, 2023 Executive Meeting
 - e) August 24, 2023 Special Executive Meeting
3. Approve Vouchers – February 2024 *
4. Approve Financial Report – January 2024 *
5. Operations Update
6. Public Comment
7. Old Business
 - a) Consider Letters Facilitating the Dissolution of the Wardwell Water and Sewer District
 - i) Wardwell Formal Notice and Request to Withdraw as Member of CWRWS JPB *
 - ii) Wardwell's Request for Written Consent to Assign Rights and Responsibilities Under Asset Transfer Agreement to the Town of Bar Nunn *
 - iii) Discuss Expired Regional/Wardwell Lease Agreement with Option to Purchase for Booster Station, Tanks and Water Line *
 - b) Consider Bar Nunn's Request to Become a Member of the Central Wyoming Regional Water System Joint Powers Board *
 - c) Other
8. New Business
 - a) Consider Agreement with Cahoy Pump Service, Inc. for a Goulds Pump for Morad 9 Well in the Amount of \$21,146.00 *
 - b) Consider Agreement with Cahoy Pump Service, Inc. for a Goulds Pump for Casper 19 Well in the Amount of \$22,346.00 *
 - c) Discuss Additional WTP Operator Position for FY2025 *
 - d) Other
9. Chairman's Report

Next Meeting: Regular JPB Meeting – March 19, 2024

****Indicates Attachment***





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

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

**Board
Members:**

Paul Bertoglio,
Chairman

David North,
Vice-Chairman

Ken Waters,
Secretary

Steve Cathey,
Treasurer

Ashley Aars

Ray Pacheco

Amber Pollock

Dan Sabrosky

REGULAR JOINT POWERS BOARD MEETING AGENDA

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Joint Powers Board Conference Room
1500 SW Wyoming Boulevard**

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 - d) Other
9. Chairman’s Report

Next Meeting: Regular JPB Meeting – March 19, 2024

****Indicates Attachment***



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

MEETING PROCEEDINGS

January 16, 2024

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, January 16, 2024, 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 Bertoglio, Vice-Chairman North, Secretary Waters, Treasurer Cathey, and Board Members Pollock and Sabrosky. Board Members Aars and Pacheco were absent.

City of Casper – Bertoglio, Cathey, Pollock, Tom Brauer, Bruce Martin, Mark Anderson, Janette Brown

Natrona County – North

Salt Creek Joint Powers Board –

Wardwell Water & Sewer District – Sabrosky

Pioneer Water & Sewer District – Waters

Poison Spider Improvement & Service District –

Wyoming Water Development Office -

Sandy Lakes Estates –

Lakeview Improvement & Service District -

33 Mile Road Improvement & Service District –

Mile-Hi Improvement and Service District –

Central Wyoming Groundwater Guardian Team (CWGG) –

Others — Charlie Chapin and Alia Scott – Williams, Porter, Day & Neville, P.C.; George Moser – Wyoming Water Development Commission; Frank Schwarzrock – Town of Bar Nunn

The Board meeting was called to order at 11:31 a.m.

1. In Announcements, Mr. Martin stated that Ms. Alia Scott, with Williams, Porter, Day &

Neville, P.C., is joining the meeting online.

2. Chairman Bertoglio asked for a motion to approve the minutes from the December 12, 2023, Regular meeting. A motion was made by Secretary Waters and seconded by Vice-Chairman North to approve the minutes from the December 12, 2023, Regular meeting. Motion put and carried.
3. Mr. Martin stated that there was one additional voucher, voucher 8652, added to the voucher listing that was sent out in the agenda packet. Mr. Martin asked the Board to reference the voucher listing on the screen.

Mr. Martin stated that voucher 8641 will be considered later in the meeting.

Mr. Martin stated that vouchers 8642 and 8645 are for pumps for RWS booster stations.

Mr. Martin stated that vouchers 8644 and 8651 for the Sheet Metal Specialties are for the HVAC Chiller Replacement Project No. 21-040.

Mr. Martin stated that voucher 8646 for Wyoming Water Development Office in the amount of \$750.00 is for the Pathfinder Modification Project Readiness-to-Serve Water Allocation for 2024 per the contract.

Mr. Martin stated that voucher 8649 for Titan Plumbing, LLC in the amount of \$7,355.84 is for the Ammonia Piping Replacement Project. Mr. Martin stated that the ammonia piping for the surface water plant has been replaced.

Mr. Martin stated that voucher 8650 for Engineering Associates in the amount of \$669.92 is for the Caisson No. 2 Rehab Project No 21-040.

Mr. Martin stated that voucher 8652 for Grainger in the amount of \$8,267.49 is for a hoist / trolley.

Mr. Martin stated that the vouchers are in good order and recommended approval of vouchers 8642 through 8652 in the amount of \$711,633.03.

Secretary Waters asked if the amount of the first voucher on the list, voucher 8641, is included in this total. Mr. Martin stated that it is not as it will be considered later in the meeting.

A motion was made by Secretary Waters and seconded by Vice-Chairman North to approve the January 2024 voucher listing to include voucher numbers 8642 through 8652 in the amount of \$711,633.03. Motion put and carried.

4. Mr. Martin asked the Board to reference the Water Production chart on the screen. Mr. Martin stated that there were 153 MG of water produced in December, which is 16 MG below the five-year average of 169 MG.

Mr. Martin stated that the year-to-date water production was 2.16 BG, which is 146 MG

below the five-year average of 2.31 BG.

Mr. Martin asked the Board to reference the Comparative Income Statement on the screen. Mr. Martin stated that the FY24 Interest Earned does not include the interest earned from WyoStar in December as the amount was not available until after the Financial Report was compiled.

Mr. Martin stated that System Development Charges (SDC) year-to-date are \$146,923 compared to \$85,610 last year. Mr. Martin stated that there has been a bit of an increase in SDC revenues this year.

Mr. Martin stated that Water Utility Charges year-to-date are currently \$4,991,414, compared to \$5,399,536 last year, which correlates with the decrease in water sales earlier this Fiscal Year.

Mr. Martin stated that Reimbursable Contract Expense is \$2,092,147, which includes December expenses. Mr. Martin stated that this line item is approximately \$134,000 more than last year, but it is where it was expected to be at this time of the Fiscal Year.

Chairman Bertoglio asked for a motion to approve the December 2023 Financial Report as presented. A motion was made by Board Member Pollock and seconded by Treasurer Cathey to approve the December 2023 Financial Report as presented. Motion put and carried.

5. Mr. Martin stated that the WTP Manager position has not been filled yet so he will present the WTP Operations Update.

Mr. Martin stated that the WTP Manager position is still being advertised. Mr. Martin stated that after getting through the holidays, the advertisement was refreshed. Mr. Martin stated that as it has been in the past, this is a difficult position to fill, and it is proving to be challenging this time. Mr. Martin stated that efforts were renewed on the advertisement in hopes to see more applications come in.

Mr. Martin stated that the WTP Plant Maintenance Supervisor position has been filled with a promotion from in-house with one of the Plant Mechanic II's. Mr. Martin stated that this leaves an open Plant Mechanic position. Mr. Martin stated that this position has been advertised, applicants were interviewed, and we are waiting to complete an offer for the position.

Mr. Martin stated that production is approximately 5.5 to 6.0 MGD. Mr. Martin stated that we are seeing lower water levels in the wellfield than are typically seen this time of year. Mr. Martin stated that usually when pumping from the wells, we see a level of 3 – 5-feet of water, and now we are seeing water down at the 2-foot level. Mr. Martin stated that we are definitely experiencing a reduced water level this year. Mr. Martin stated that he has also received several calls from people on the other side of the river on Chamberlain Road with their private wells drying up. Mr. Martin stated that they are experiencing the same thing with their wells.

Mr. Martin stated that later in the meeting there will be an update on the Wellfield Management Plan by Mr. Moser with the WWDC. Mr. Martin stated that hopefully when they get into the water modeling, this will make some sense of what is going on with the well water levels.

Mr. Martin stated that right now we are just on the edge of being able to produce what we need with the wells. Mr. Martin stated that four well pumps that were ordered were supposed to be here today, but due to the weather, they are looking at delivering them tomorrow. Mr. Martin stated that once a couple of the new pumps are installed it should help boost production. Mr. Martin stated that staff have also been running the surface plant a bit to see if it can be run in the wintertime or not. Mr. Martin stated that it ran last week for a little bit and put out a bit of water. Mr. Martin stated that the Operators tried again yesterday but ran into some issues. Mr. Martin stated that we want to make sure we can run the surface water plant in the winter if we need to. Mr. Martin stated that it is not the best option, as it is more challenging to treat the colder water, but we need to know if it is available should it be needed.

Mr. Martin stated that the Chiller Project is continuing and is nearing completion. Mr. Martin stated that the completion date is in April, so there is some time left on the project.

Mr. Martin stated that staff have been working on the Raw Water Gates. Mr. Martin stated that there are a couple of gates that were in the open position, and the gate operators failed, which caused the heavy cast iron gates to fall down and are now jammed closed. Mr. Martin stated that staff is having a difficult time getting the gates open, so the Maintenance staff is working with some of the Distribution staff to determine how to get them opened. Mr. Martin stated that we are fine right now, but when we are in the middle of summertime production, they need to be open.

Mr. Martin stated that staff is also doing maintenance on the surface water plant and are getting ready to install some of the well pumps once they arrive.

Chairman Bertoglio asked if the wells on Chamberlain Road are upstream of the WTP. Mr. Martin stated that they are right across from the wellfield. Chairman Bertoglio stated that he is just curious if wells are drying up all the way up the river. Mr. Martin stated that these private wells are right across the river from the wellfield. Mr. Martin stated that some of the residents have drilled their wells lower to get more water; others are able to lower their pumps down if there is water available in the well. Mr. Martin stated that they are definitely seeing reduced water levels.

Board Member Sabrosky asked if this is typical in drier years, and if it has been seen before. Mr. Martin stated that this is the most dramatic that has been seen. Mr. Martin stated that he is going to go back and look at data.

Secretary Waters stated that this is perplexing and doesn't make sense.

Chairman Bertoglio stated that it was an awful dry fall.

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

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

Mr. Anderson stated that the system chloramine residuals are looking really good right now. Mr. Anderson stated that this cold weather will help the residuals even more.

Mr. Anderson stated that staff checked all the non-draining fire hydrants for the month.

Mr. Anderson stated that an ARV fitting on one of the Salt Creek waterlines broke. Mr. Anderson stated that it was an easy fix, but it did make a mess by 71 Construction.

Mr. Anderson stated that WD staff pulled out Airport Booster Pump No. 2 and got measurements for an adapter plate. Mr. Anderson stated that as soon as that comes in the new Airport pump will be installed.

Mr. Anderson stated that WD staff also pulled the Pioneer Booster Pump No. 1 and are in the process of building the base for it to match the existing plumbing to fit the new pump. Mr. Anderson stated that once they are done with Pump No. 1, they will move on to Pump No. 2.

Mr. Anderson stated that staff is currently making repairs to tank and booster security lights that have failed. Mr. Anderson stated that maintenance is done on the security lights every six months.

Vice-Chairman North asked if the security lights are being replaced with LED lights. Mr. Anderson that they are. Mr. Anderson stated that they will not be buying any more fixtures or parts for fixtures, if the bulb just needs to be changed, they do that. Mr. Anderson stated that they now change out the full light fixture to LED.

6. There was no Public Comment.

7. In Old Business:

a. Mr. Martin stated that in the last couple of months the Board has discussed the water rights related to the dissolution of the Wardwell Water and Sewer District. Mr. Martin stated that Ms. Scott has drafted two letters and requested that they be put on the agenda for Board discussion. Mr. Martin turned the time over to Ms. Scott.

Ms. Scott stated that in accordance with the Joint Powers Agreement and the Asset Transfer Agreement for the rights and responsibilities associated with the JPB, there is language that states that a formal request in letter form, hand delivered to the Chairman, needs to be asserted in order to request to withdraw from the JPB in the event that an entity needs to withdraw. Ms. Scott stated that at this time, based on the trajectory of the dissolution, there are only a couple of items to still be completed, and then the dissolution will be final. Ms. Scott stated

that at this time she feels it is appropriate to request that the Wardwell Water and Sewer District withdraw as a member of the JPB based on the pending dissolution.

Ms. Scott stated that also under the Asset Transfer Agreement, the Wardwell Water and Sewer District requests written consent by RWS to transfer its rights and responsibilities to the Town of Bar Nunn. Ms. Scott stated that following the discussion today, and hopefully that written request being submitted to her, she would also ask the State of Wyoming Attorney General's Office for the same type of written consent, which is consistent with the requirement of the language in the Asset Transfer Agreement. Ms. Scott stated that she is happy to answer any questions or clarifications. Ms. Scott stated that if need be, the Board could consider the request and table it, it's not urgent, but she would like to move forward with requesting it from the State.

Mr. Chapin asked what the two outstanding items to be done are, so the Board understands. Ms. Scott stated that they are currently waiting on the Board of Control meeting on the surface water right petitions, which is going to be taking place on February 6th at 11:00 a.m., and we are waiting on her request to the State to transfer the rights and responsibilities. Ms. Scott stated that she hasn't yet sent them a similar letter because she thinks it is important that Regional had the discussion first and we figure out what that looks like since it is Regional's document, but it requires that the State also approve. Ms. Scott stated that she also needs to get a new title for a trailer that never had a title. Ms. Scott stated that following the surface water right petitions being granted, she will then transfer all of the assets to Bar Nunn.

Mr. Chapin asked if there was any reason why we wouldn't wait to get the surface water rights transfer before we have this discussion and the approval of the Board. Ms. Scott stated that she thinks it could wait, she just has it on her To-Do list, and she wanted to give it to the Board and have enough time to have the right discussions and make sure that everyone's questions are answered.

Secretary Waters asked if this is a requirement of the dissolution process to withdraw from Regional Water. Chairman Bertoglio stated yes, they have to do that. Chairman Bertoglio stated that this is their request for us to do this. Chairman Bertoglio stated that the Board will then still have to amend the Joint Powers Board Operating Agreement.

Chairman Bertoglio asked if the Board accepts this request, is it done by resolution, because the State still has to approve it. Mr. Chapin stated that he thinks that a resolution is a good way to reference it. Mr. Chapin stated that the Board has to approve it. Chairman Bertoglio asked if the Board puts an amendment to the Operating Agreement through a resolution. Chairman Bertoglio asked if it needs to be a total new amendment. Mr. Chapin stated that depending on how many things the Board wants altered in the agreement, if it is a straight amendment, without making any other changes in the Agreement, the Board can do an amendment and a resolution, and that is fine. Mr. Chapin stated

that if there are other items that the Board wants to revise in the Agreement, then it will have to be a modification of the whole Agreement. Mr. Chapin asked if Ms. Scott agreed with that assessment. Ms. Scott stated that she does, but for time purposes to wrap up loose ends, the Board could do a resolution allowing Wardwell to withdraw and to be replaced by Bar Nunn. Ms. Scott stated that once that is done then the Board can amend the Agreement to be a modernized update of it, because that is going to be a longer process.

Chairman Bertoglio stated that Wardwell has provided the Board with two resolutions, and to keep things documented, the Board could do a resolution that references these Wardwell resolutions. Chairman Bertoglio stated that then the Board could specifically reference amendments to the Joint Powers Board Agreement, that it was authorized by the Board. Mr. Chapin stated that would keep it consistent.

Chairman Bertoglio asked if the Board needs to accept these requests now. Mr. Chapin stated that is what Ms. Scott is requesting, or the Board can wait until the surface water rights are addressed. Mr. Chapin stated that Ms. Scott is requesting it be done now to keep things moving forward.

Chairman Bertoglio stated that if the Board accepts these requests, it is one of the parts for the Wardwell dissolution. Ms. Scott stated that is correct, this is one of the steps for the Wardwell dissolution, and it is also a formal requirement of the RWS JPB Agreement, so in order to comply with all those requirements, she just wanted to make sure the request got to the Board in this formal way. Ms. Scott stated that she has no issue if the Board wants to table it or table issuing written consent until after the surface water petitions are considered because she does not know if there are going to be any issues with those as she has not had any inclination that the Board of Control has any serious questions or issues. Ms. Scott stated that in the event that there is something else that they need to do after the meeting to finalize it, she doesn't think that her request would negate continuing to work together to finalize those petitions. Ms. Scott stated that if the Board would like to wait until those petitions are finalized and the decision has been issued by the Board of Control, that is completely fine with her.

Treasurer Cathey asked if it would be appropriate to go ahead and approve the one removing Wardwell from the Board and approve the other one pending the final transfer of the surface water right petitions, or should the Board wait to approve until it is over with. Mr. Chapin stated that he would keep both of the requests in place if the Board is going to wait, because he thinks it looks odd if Wardwell is removed from the Board, and has no authority, and then the Board is trying to get the other one taken care of, and there could be some issues.

Chairman Bertoglio stated that goes back to what he was trying to get to. Chairman Bertoglio asked if at one meeting, the Board accepts these two resolutions, and then have all the changes to the agreements simultaneously done. Chairman Bertoglio stated that when he reads the agreements, he doesn't see all that much that needs to be changed. Mr. Chapin asked which agreement.

Chairman Bertoglio stated the JPB Agreement, or Operating Agreement. Mr. Chapin stated that he had the sense that at this time a number of people have asked for various changes, and the Chairman may be right that there might not be that many changes to be made. Chairman Bertoglio asked Mr. Chapin to figure out what changes are needed. Chairman Bertoglio stated that it would be nice to have this all done at once.

Chairman Bertoglio asked when the Board of Control issues their findings after their meeting. Ms. Scott stated that she does not know. Ms. Scott stated that she is not sure, and highly doubts that they do oral findings on the day of the meeting, but they might. Ms. Scott stated that she has never been to a Board of Control Quarterly Meeting, so she can follow up with Mr. Stump to see if he has any idea about when they might issue their findings. Ms. Scott stated that they might vote and make a recommendation at the meeting and then issue a written decision or written certification change. Chairman Bertoglio stated that if it's like everything else, it isn't effective until it is published.

Secretary Waters stated that the way this is worded on the agenda, Wardwell formal request to withdraw as Member of CWRWSJPB, Ms. Scott stated that this is formal notice to withdraw Wardwell as a member and add Bar Nunn as a member. Secretary Waters stated that if that's what everyone is going to go along with, it needs to be printed that way. Ms. Scott stated that she takes the position that it is Regional Water's decision whether or not Bar Nunn is going to join as a member of the Board, it's not her position. Ms. Scott stated that her position is just requesting that Wardwell be allowed to withdraw and how or if that is replaced, is Regional's decision.

Secretary Waters stated that he understands that, but what was written here and what Ms. Scott just said are two different things. Secretary Waters stated that is why he got upset the last couple of meetings is there is stuff that is written down, and when it gets talked about, it changes, and he thinks that if it is put down in writing, it ought to reflect where we are going and what we are trying to do. Chairman Bertoglio stated that is correct.

Ms. Scott stated that for clarification, there are two separate letters that we are talking about, two separate documents. Ms. Scott stated that the request to withdraw from the JPB is separate and distinct from the request to assign the rights and responsibilities under the Asset Transfer Agreement. Ms. Scott stated that Wardwell is asking to assign their rights and responsibilities to Bar Nunn under the Asset Transfer Agreement because Bar Nunn is affectively owning all the Wardwell assets, so we need somebody to be able to be recognized formally to operate those assets, which include easements and infrastructure, which will not hinder Regional's ability to continue overseeing those operations and utilizing that infrastructure as well. Ms. Scott stated that those two requests are separate and distinct, so she is not asking that Bar Nunn be able to join Regional, that is the Board's decision. Ms. Scott stated that the second request is that the rights and responsibilities pursuant to the 1996 Asset Transfer Agreement be transferred to Bar Nunn.

Secretary Waters stated that he understands that, and where he was going with this, is what he is reading, and what Ms. Scott said were two different things. Secretary Waters stated that Ms. Scott added on to the verbiage on the agenda about Bar Nunn coming on as a member.

Chairman Bertoglio stated that is what he was trying to get at. Chairman Bertoglio stated that in order for Wardwell to dissolve they first have to withdraw from the Board, and second, in order for them to withdraw from the Board they have to do this step. Chairman Bertoglio stated that then the next step is the Board accepts it, and the next step is the Board makes changes to the Agreement, and that's where in the Agreement is the question answered regarding Bar Nunn getting a seat on the Board. Chairman Bertoglio stated that Wardwell is going to fulfill the requirements for them to leave the Board. Chairman Bertoglio stated that then the question is, does the Board make the changes for that part, and the next part is does Bar Nunn then come on the Board, and anything else on the Agreement that needs ironed out. Secretary Waters stated that he agrees with what Chairman Bertoglio is saying. Mr. Chapin stated that he thinks it needs to be done in steps so it is sequential, and these documents have already been dated in anticipation that this could happen at any time. Mr. Chapin clarified that Wardwell can be withdrawn and then Bar Nunn can pick up the assets before that happens. Ms. Scott stated that at the end of the day, it is a simultaneous transaction because it is like the proverbial ownership of the asset, unless it is actual cash transferred, it is kind of overlapping until all the documents are signed and then ownership and obligation transfer. Ms. Scott stated that the main reason these letters are presented to the Board and the requests are made, is to just keep everything moving forward and to make sure that there are no stones left unturned because she knows there are a lot of iterations of the Operations Agreement for Regional, and Wardwell wants to make sure that the requirements in there are satisfied.

Mr. Chapin stated that makes sense and asked if it has been agreed upon which iteration of the Operating Agreement is being worked off of. Chairman Bertoglio stated yes.

Chairman Bertoglio asked Mr. Chapin for his recommendation. Mr. Chapin stated that it depends on everyone's comfort level. Mr. Chapin stated that if the Board has satisfaction and comfort that the Board of Control is going to approve the surface water right petitions, that's fine. Mr. Chapin stated that if the Board has some concerns about it, they should wait. Mr. Chapin stated that he isn't hearing anyone raising any concerns, he is just offering an alternative to it.

Vice-Chairman North asked Mr. Chapin if he felt there is any potential problem with the State transferring the surface water rights. Mr. Chapin stated that he did not, as he has not had enough experience with water rights to know.

Treasurer Cathey stated that was why he asked about approving contingent on the State approval of the water right transfer or wait an approve both at the same time. Vice-Chairman North stated that the Board should wait until the after the

February 6th Board of Control meeting and see what happens.

Treasurer Cathey stated that the next item is the membership of Bar Nunn on this Board, and asked if Bar Nunn should make a formal request to be a member of the Board once the assets are transferred. Mr. Chapin stated that in his mind, there ought to be some kind of documentation where that occurs simply to maintain the excellent flow of paperwork that Ms. Scott has referred to. Mr. Chapin stated that he does not believe it needs to be an epic document. Board Member Sabrosky asked if in the by-laws there is a directive that says it is invitation only or can there be a request to join. Mr. Chapin stated that he does not remember, but he can check on that. Mr. Chapin stated that even if there isn't, he does not think it hurts that there would be a letter so that everything can be tied together. Secretary Waters stated that it could be as simple as a formal letter request. Chairman Bertoglio stated that it could be a letter from the Bar Nunn Town Council authorizing the mayor to request admission to the Board. Chairman Bertoglio stated that the Board could then act on that. Mr. Chapin agreed. Chairman Bertoglio asked if the Board could act on all three at once. Mr. Chapin stated that he believed so.

Mr. Brauer stated that he hasn't had that many direct involvements with the State Board of Control, indirectly, quite a few. Mr. Brauer stated that his history with them is that rarely does anything glide through on the first reading, and they meet on a quarterly basis. Mr. Brauer stated that in his previous job there were some items that were stuck at the Board of Control into their third year. Mr. Brauer stated that he is not directing the Board to move in any direction to approve this earlier or not, but he also recognizes that the State Board of Control can be slow moving to make a decision, because at the core of it is water rights issues that have been fought over for decades, since the existence of the State. Mr. Brauer stated that he would not pretend to weigh in on Bar Nunn involvement with the Board, but it seems like if there is going to be changes to the Joint Powers Board Operating Agreement, that there would be a decision made about Bar Nunn before that, before changes are made to the Agreement because they are the second largest water user for the Regional Water System. Mr. Brauer stated that if they are going to have a seat on the Board, it seems like they would have a seat at the table while you contemplate those changes to the JPB Agreement.

Chairman Bertoglio stated that on this one, we aren't asking for a change of diversion, or point of use. Ms. Scott stated that the groundwater right petition that was submitted only took one day, although it didn't have to go to the Board of Control, which is more simple than the surface water right petitions, but the request is very similar. Ms. Scott stated that she can give the Board an update at their next meeting, or sooner if there is any indication at the meeting on the 6th if they are inclined to grant the request, or if it is tabled. Ms. Scott stated that the next discussion can be tailored around what information we have and what is lacking.

Mr. Chapin stated that sounds good to him, he just doesn't want anybody to be in the position of moving without authority. Chairman Bertoglio agreed.

Chairman Bertoglio asked the Board if the consensus was to table these items at this time. The Board agreed to table the items at this time.

Chairman Bertoglio asked Board Member Sabrosky to ask the Town of Bar Nunn to send a formal request letter to the Board. Board Member Sabrosky stated that he would work with Ms. Scott to inform the Town of Barn Nunn they need to submit a formal letter of request to join the Board.

Board Member Sabrosky asked if the letter is submitted soon enough, if the Board would consider all three items at the same time after the Board of Control makes their decision. Chairman Bertoglio stated that is correct. Chairman Bertoglio stated that we may not need to have all the revisions to the JPB Agreement ready at that time. Mr. Chapin agreed with that, he thinks that is a possibility. Chairman Bertoglio stated that once everything has been accepted, the Board could entertain a review of the JPB Agreement and make all necessary revisions. Mr. Chapin stated that is correct as prior to that Wardwell is acting under the prior Agreement, and that would be a good place to sever that relationship, and Bar Nunn moves onto the Board and participates there.

Chairman Bertoglio asked for a motion to table the Wardwell request to withdraw as a member of the CWRWS JPB, and the request for consent to assign rights and responsibilities to the Town of Bar Nunn.

A motion was made by Treasurer Cathey and seconded by Secretary Waters to table Items 7 a i, Wardwell Formal Notice and Request to Withdraw as Member of CWRWS JPB, and 7 a ii, Wardwell's Request for Written Consent to Assign Rights and Responsibilities Under Asset Transfer Agreement to the Town of Bar Nunn. Motion put and carried with Board Member Sabrosky abstaining from the vote.

- b. Mr. Martin stated that the Board has been working with the Wyoming Water Development Commission (WWDC) on a Wellfield Management Plan. Mr. Martin stated that Mr. George Moser has been before the Board previously. Mr. Martin stated that he appreciates Mr. Moser's efforts and willingness to keep the Board in the loop on how things are going and introduce himself to the new Board Members that weren't here the last time. Mr. Martin turned the time over to Mr. Moser.

Mr. Moser stated that he is with the Water Development Office, which supports the WWDC in their efforts to undertake various studies for the State of Wyoming. Mr. Moser stated that in 2022, this Board applied for a WWDC study, which was ultimately funded by the 2023 Legislature. Mr. Moser stated that the goal of that was to try to address some of the concerns with the well field productivity and try to do some groundwater modeling efforts that suggest flow paths and ways that flow could be augmented. Mr. Moser stated that construction activities were also worked into the study. Mr. Moser stated that historically the Board and Operators have used some well rehabilitation techniques and have stuck with some tried and true techniques. Mr. Moser stated that we are seeing that those rehab efforts are

not ultimately bringing wells back to the same productivity that they had. Mr. Moser stated that as a backstop to that in support of any future decisions that the Board might make, they are also looking for a consultant to evaluate where Regional Water should be looking for water sources. Mr. Moser stated that they wanted to make sure that they are not ignoring some sort of big picture other source of water that might exist for better money and utility on the dollar.

Mr. Moser stated that last fall they started on this in earnest. Mr. Moser stated that a contract was awarded to Engineering Associates, and they began work in the summer to gather data and compile information about productivity on individual wells. Mr. Moser stated that they then started some water quality sampling, they collected water quality samples from a couple of the wells, and also collected samples after those wells had been producing for a while.

Mr. Moser stated that the goal of that effort was to try to look at what the water chemistry that just lives within the bore hole when that well isn't producing that much water as well as the chemistry from the aquifer, how those two things might be interacting with each other. Mr. Moser stated that then they will look at how the rehabilitation techniques can be tailored to try to enhance the success of those rehabilitation techniques.

Mr. Moser stated that they were able to identify a population of about six wells, with the idea being that out of the six, there are three pairs of wells. Mr. Moser stated that the pairs roughly have similar characteristics; they were drilled and completed about the same time period, and they have seen about the same sort of performance decline over time. Mr. Moser stated that they are hoping that this spring they'll be able to do some enhanced rehabilitation techniques on one of each of the well pairs with the idea being they try that out and see what kind of enchantments they get out of it, see how successful the rehab is, and then there is still one well out of each pair to try a different technique and see what of those options are most beneficial. Mr. Moser stated that he thinks that will ultimately give the Board a tool to know that if you are looking at a well that has seen these sorts of declines and was constructed about the same time period, you'll know from the WWDC study that this is the kind of thing that should be tried first to try to get better water production out of those wells.

Mr. Moser stated that is moving pretty quickly; they met last week and did a tour with contractors. Mr. Moser stated that bids were accepted, and the bid opening was last Friday for Engineering Associates (EA). Mr. Moser stated that he preliminarily saw some quotes ranging from \$100,000 to \$200,000 to do the work. Mr. Moser stated that EA is still asking some questions of the contractors to try to solidify some of the information in the bids to make sure that they are on the right track for their technical capabilities.

Mr. Moser stated that in addition, part of the effort is building a groundwater flow model, and build up a mock model so they can try to address certain things like what would happen if additional water was added to X, Y, or Z infiltration basin; what would happen when the stage of the river changes; to try to help understand

some of the isolated areas where we might see depressions in the water level, or see mounding of water level, and see what recommendations operationally can be given to Regional Water for different periods of time.

Mr. Moser stated that EA was on site two weeks ago and they did some surveying. Mr. Moser stated that they surveyed in some of the waterlines that were not already part of the GIS system, the idea being that they can just add to that. Mr. Moser stated that EA also measured water level in a whole bunch of monitoring wells that are spread throughout the wellfield, and then measured elevations on the wellheads of the monitoring wells so they can get that in an absolute number. Mr. Moser stated that they also measured water surface elevations in infiltration basins and basically collected a whole bunch of information that they can help feed into the groundwater model.

Mr. Moser stated that in the next couple of months, EA would be here in front of the Board to give an update on where they are with looking at Regional water sources. Mr. Moser stated that they have done a little bit of work on this, and they are still homing in on recommendations for that. Mr. Moser stated that it would not surprise him if their recommendation will be that there is this great resource right here, and there would not be a reason to spend millions of dollars on a 40-mile-long pipeline, but nevertheless, some information to help the Board understand what the dollars are that kind of effort might entail.

Mr. Moser stated that the work for rehabilitation techniques should be completed by April 1st, so with any hope, they should get going speedier than that. Mr. Moser stated that one of the questions to the contractors is how quickly they can do the work. Mr. Moser stated that an update on the enhancement techniques and recommendations for rehabilitation should be in the near future as well.

Mr. Moser stated that they are still approximately a year and a half out on project completion, as there are a couple of other items that EA will look at; additional laterals for Caisson No. 2, as a way to get more flow out of that facility. Mr. Moser stated that the Board should expect to get an update from EA in the next couple of months and then get project updates moving forward.

Mr. Moser offered to answer any questions the Board may have on this project.

Chairman Bertoglio asked if anyone has looked at the aerobic spore data to see if as the production drops off if it can be determined if the reservoir is actually being plugged up and seeing a reduction in aerobic spores. Chairman Bertoglio stated that we might as well get some use out of it. Mr. Martin stated that the aerobic spore testing is done bi-weekly by order of EPA. Mr. Martin stated that aerobic spore levels have been really low.

Mr. Brauer stated that he is very grateful for the WWDC, as part of their charge is to make sure that we maximize the use of waters in the State. Mr. Brauer stated that the cool part of these Level 2 Studies is that it is costing the Regional Water System nothing to get all this work done, and the only thing that they charge for is

if they do some big improvement that we get the benefit of. Mr. Brauer stated that the timing couldn't be more beautiful than right now when we are having these challenges, to have a group of experts in the WWDC spearheading a group of experts to look into this. Mr. Brauer stated that the WWDC does good work for all kinds of municipalities in the State.

Mr. Moser stated that Mr. Brauer's comments are a good segway into what it costs Regional Water to do something like this; the answer is nothing so far. Mr. Moser stated that they specifically built in project update meetings at critical time periods. Mr. Moser stated that he had mentioned that the study includes looking at adding additional laterals to Caisson No. 2. Mr. Moser stated that ultimately, because that is a construction activity, that may in fact be something that Regional Water would then need to turn around and reimburse the WWDC for. Mr. Moser stated that they would absolutely make sure that the Board would have a project status update before that so that they understand the gravity of that situation and are on board before that is undertaken.

c. There was no Other Old Business.

8. In New Business:

a. Chairman Bertoglio asked how the Board should proceed with the Election of Officers. Ms. Brown stated that the Board can elect to keep the officers as they are, or they can choose to elect new officers.

Chairman Bertoglio asked if only the Chairman and Secretary have to have Officer Bonds. Ms. Brown stated that is correct at this time, as the Treasurer's bond is due in April, and the Vice-Chairman's bond was just issued in November.

Secretary Waters asked if everyone is in agreement to just keep the Officers as they currently are.

A motion was made by Board Member Sabrosky and seconded by Board Member Pollock to keep the Board Officers as is: Chairman – Paul Bertoglio, Vice-Chairman – David North, Secretary – Kenneth Waters, and Treasurer – Steve Cathey. Motion put and carried.

i. A motion was made by Treasurer Cathey and seconded by Vice-Chairman North to approve voucher 8641 for CNA Surety in the amount of \$200 for the Chairman and Secretary Officer Bonds.

Chairman Bertoglio asked if the bonds are \$200 total, or \$200 each. Ms. Brown stated that it is \$200 total for the two bonds.

Motion put and carried.

b. There was no Other New Business.

9. In the Chairman’s Report, Chairman Bertoglio stated that the next Regular Meeting is scheduled for February 20, 2024, and he will not be available to attend the meeting. Chairman Bertoglio asked if the Board would like to move the meeting, or keep the meeting as is and meet without him.

After much discussion of Board Member schedules, it was the consensus of the Board to move the next Regular Meeting to February 27, 2024.

Board Member Sabrosky informed the Board that Larry Forsberg, who was on the Wardwell Water & Sewer District Board for many years, passed away a few weeks ago.

Secretary Waters asked if there was any news on how former Chairman King is doing. Vice-Chairman North stated that he is living in Casper but is not doing well. Chairman Bertoglio stated that the last time he spoke to Board Member Aars, she said that he moved out of the hospital and in an assisted care facility in Utah. Vice-Chairman North stated that he is now here in Casper.

A motion was made by Secretary Waters and seconded by Board Member Sabrosky to adjourn the meeting at 12:29 p.m. Motion put and carried.

Chairman

Secretary

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

**UNAPPROVED VOUCHER LISTING
February 22, 2024**

VOUCHER NO.	VENDOR	DESCRIPTION	AMOUNT
8653	Williams, Porter, Day & Neville, P.C.	Legal Expense – Dec23	\$787.50
8654	Sheet Metal Specialties	Capital Expense – CWRWS HVAC Chiller Replacement Project No. 20-30 PP8	\$5,700.00
8655	Fibersurance	Capital Expense – Sodium Hypochlorite Tank Improvements	\$14,032.00
8656	Cahoy Pump Service, Inc.	Capital Expense – Morad 2 Well Pump	\$14,720.00
8657	Cahoy Pump Service, Inc.	Capital Expense – Morad 8 Well Pump	\$16,973.00
8658	Cahoy Pump Service, Inc.	Capital Expense – Morad 11 Well Pump	\$17,194.00
8659	Cahoy Pump Service, Inc.	Capital Expense – Casper 9 Well Pump	\$16,310.00
8660	City of Casper	Operations Reimbursement – Jan24	\$217,786.36
8661	Wyoming Office of State Lands and Investments	DWSRF129 Loan Payment – Zone IIB Project	\$8,182.83
8662	Crown Construction, LLC	Capital Expense – WTP 42" Steel Waterline Replacement Project No. 21-45 PP1	\$11,115.00
8663	West Plains Engineering	Capital Expense – WTP HVAC Chiller Replacement Project No. 20-030 PP11	\$1,225.00
8664	Williams, Porter, Day & Neville, P.C.	Legal Expense – Jan24	\$175.00
8665	CEPI	Dedicated Easement for Waterlines on Izaak Walton Plat	\$1,482.50
		Total	\$325,683.19



City of Casper
200 North David Street
Casper, WY 82601

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

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CENTRAL WYO. REGIONAL WATER SYS....	01/31/2024	4942	\$0.00	03/01/2024	\$217,786.36
PAST DUE AMOUNT				ACCOUNT BALANCE	
\$0.00				\$217,786.36	

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
REGIONAL WATER OPS REIMBURSEMENT	1.00	\$217786.360000	EACH	\$217,786.36	\$0.00	\$0.00	\$217,786.36
Invoice Total:						\$217,786.36	

January 2024 WTP Operations Reimbursement

January 2024 Total Reimbursement Invoice		
9010.00	Wages & Salaries Dir Labor - O&M	\$103,177.01
9020.00	Chemical Charge - O&M	\$32,527.30
9030.00	Utilities - O&M	\$58,931.16
9040.00	Supplies - O&M	\$3,559.66
9060.00	Training - O&M	\$75.00
9070.00	Major Maint, Repair, Replc - O&M	\$11,309.23
9080.00	Testing & Lab Services - O&M	\$4,717.88
9090.00	Other Reimbursable Costs - O&M	\$3,489.12
	300-6257 - Ops Reimb	\$217,786.36

✂ 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	01/31/2024
Invoice Number	4942
Customer Number	2784
Amount Paid	\$217,786.36
Due Date	03/01/2024
Invoice Total Due	\$217,786.36

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

00000182024800004942900217786367

City of Casper Wyoming
Expenditure Reimbursement Request
January 31, 2024

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
All Out Fire	General Supplies & Materials	01/25/2024	009347	98.33	ANNUAL FIRE EXTINGUISHER SERVICE
ALSCO	Laundry/Towel	01/01/2024	LCAS1582355	41.41	Professional Laundry Services
Amazon	General Supplies & Materials	01/25/2024	113-6267913-9170665	21.79	Two Gallon Pump Dispensers for Cleaning Supplies
Arby's	General Supplies & Materials	01/19/2024	AACHXLZLACAD36	98.84	Lunch for JPB Meeting - Office
AT & T CORP	Communication	01/01/2024	287311040412X122023	40.04	Acct#287311040412 - Srvc to Tablet
AT & T CORP	Communication	01/01/2024	287311040412X012024	40.04	Acct #287311040412 - Srvc to Tablet
ATLANTIC ELECTRIC, I	Professional Services	01/01/2024	11380	2,910.32	Sun III Repeater Bldng. Proj.
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/03/2024	88637-0	195.00	Toilet Paper, Trash Bags, cleaning supplies
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/16/2024	88888-0	360.08	Copy Paper & Ink - Office Supplies
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/16/2024	88968-0	158.97	Whole Punch & Paper Towels
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/23/2024	89101-0	84.96	"File" Stamp, Broom, & Paper Towels
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/23/2024	C88968-0	(87.82)	Returned Note Pads, & Multifold towels
ATLAS OFFICE PRODUCT	General Supplies & Materials	01/30/2024	89300-0	405.37	Legal Files, Legal Pads, Batteries
BLACK HILLS ENERGY	Natural Gas	01/01/2024	RIN0031951	6,316.55	BHE Usage - Natural Gas
BRENNTAG PACIFIC, IN	Chemicals	01/01/2024	BPI399187	17,505.36	Ammonium Hydroxide - Sole Source
CASPER STAR-TRIBUNE,	Advertising/Promotion	01/01/2024	90001	49.72	Regularly Scheduled Meeting Notice
CENTURYLINK	Communication	01/01/2024	100692	22.33	Acct #P-307-111-9950 456M
CITY OF CASPER	Refuse Collection	01/01/2024	1018505	89.00	Split Budget Accounts - Sewer
CITY OF CASPER	Sewer	01/01/2024	1018505	31.78	Split Budget Accounts - Sewer
CRUM ELECTRIC SUPPLY	General Supplies & Materials	01/08/2024	22522596-00	17.27	PHOTOCELL FOR PIONEER TANK
CRUM ELECTRIC SUPPLY	General Supplies & Materials	01/29/2024	2528075-00	114.07	Parts for Airport Booster - Boosters
CRUM ELECTRIC SUPPLY	General Supplies & Materials	01/30/2024	2528311-00	122.15	Airport Booster Parts - Booster
Dana Kepner	General Supplies & Materials	01/04/2024	2237455-00	205.92	REGIONAL ARV PARTS- BOOSTER SUPPLIES
Dana Kepner	General Supplies & Materials	01/10/2024	2237471	57.27	AIRPORT BOOSTER REGIONAL
Dana Kepner	General Supplies & Materials	01/10/2024	2237471-00	56.16	AIRPORT BOOSTER REGIONAL
Dana Kepner	General Supplies & Materials	01/26/2024	2237497-00	826.74	SPOOLS FOR PIONEER PUMPS-
DIAMOND VOGEL PAINTS	General Supplies & Materials	01/11/2024	726311118	99.51	PAINT SUPPLIES FOR PIONEER BOOSTER
DYNAMIC CONTROLS INC	Maint/Repair (non contract)	01/01/2024	37761	1,784.00	Boiler Gas Valve Repair-Maint.
DYNAMIC CONTROLS INC	Maintenance Agreements	01/01/2024	37629-REVISED	3,200.00	Boiler & AHU Maint.
ENERGY LABRATORIES I	Testing	01/01/2024	604609	339.00	Aerobic Endospores - Testing
ENERGY LABRATORIES I	Testing	01/01/2024	605848	53.00	Analysis Parameter/Airport Bacti
ENERGY LABRATORIES I	Testing	01/01/2024	606568	75.00	UV Absorbance, Carbon, Total Organic Carbon
ENERGY LABRATORIES I	Testing	01/01/2024	608071	53.00	Solids, Total Suspended Tests
ENERGY LABRATORIES I	Testing	01/01/2024	608070	339.00	Aerobic Endospores - Testing
ENERGY LABRATORIES I	Testing	01/01/2024	608672	3,003.00	Analysis Parameter Tests - Testing
ENERGY LABRATORIES I	Testing	01/01/2024	608673	108.00	Total Organic/Analysis Parameters
ENERGY MANAGEMENT CO	Maint/Repair (non contract)	01/01/2024	141820	150.00	Troubleshoot PLC/Tech. Labor
ENERGY MANAGEMENT CO	Maint/Repair (non contract)	01/01/2024	142038	150.00	Tech Labor to Diagnose Raw Water
Eurofins Eaton Analytical	Testing	01/15/2024	3800042185	100.00	Bromate Tests - Testing
Eurofins Eaton Analytical	Testing	01/22/2024	3800042687	110.00	Bromate Tests - Testing
Fastenal	General Supplies & Materials	01/30/2024	WYCAS169700	23.63	Well Pump Flange Bolts - Wells
Fastenal	General Supplies & Materials	01/11/2024	WYCAS169527	11.77	BOLTS FOR PIONEER PUMPS- REGIONAL
FERGUSON ENTERPRISES	General Supplies & Materials	01/04/2024	CC323472	22.73	Ball Valve for Eyewash Station
FERGUSON ENTERPRISES	General Supplies & Materials	01/24/2024	CC340047	27.16	Parts & Materials for Well Pumps - Morad 2, 8 & 11, Casper 9

City of Casper Wyoming
 Expenditure Reimbursement Request
 January 31, 2024

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
FERGUSON ENTERPRISES	General Supplies & Materials	01/30/2024	CC346035	31.47	Well Pump Parts - Well Supplies
FERGUSON ENTERPRISES	Lab Supplies	01/31/2024	0254781	269.35	Vita-D-Chlor Granular Acid
FERGUSON ENTERPRISES	General Supplies & Materials	01/04/2024	CC323281	174.06	REGIONAL ARV PARTS
GRAINGER, INC.	General Supplies & Materials	12/28/2023	9944924506	21.66	Coupler for Air Handler
GRAINGER, INC.	General Supplies & Materials	01/04/2024	9948998050	221.20	Pitch V Belt Pulley for Ozone
GRAINGER, INC.	General Supplies & Materials	01/19/2024	9965088595	557.11	Biannual Air Filters for the Plant
GRAINGER, INC.	General Supplies & Materials	01/31/2024	9001665026	244.94	Tools for Mech & Bulbs for Plant
HACH CO., CORP.	Lab Supplies	01/01/2024	13886018	268.53	Hydrochloric Acid & Ozone Accu
HOMAX OIL SALES, INC	Gas/Fuel	01/01/2024	CL24727	210.37	Gas for 2 Pick Ups & the Explorer
Home Depot	General Supplies & Materials	01/25/2024	WM58123964	23.37	Window Cleaning Kit - Building Supplies
ITMonthly	Internal Services	01/26/2024	ITMonthly	2,213.25	IT Monthly Allocation
Mallory Safety and Supply LLC	General Supplies & Materials	01/23/2024	5803276	222.30	Insulated Gloves - Safety Equipment
Menards	General Supplies & Materials	01/23/2024	67691061789	118.04	Ice Melt Salt for the Plant
Northwest Contractors Supply	General Supplies & Materials	01/30/2024	1590071	201.20	GROUT FOR PIONEER PUMP BASES
Office of Water Programs	Travel/Training	01/02/2024	910463	75.00	Water Treatment Plant Operations Course
P&LMonthly	Insurance/Bonds	01/26/2024	P&LMonthly	2,110.25	Ins & Bonds Monthly Allocation
Pacific Steel & Recycling	General Supplies & Materials	01/23/2024	990443	111.14	STEEL FOR PIONEER PUMP REPLACEMENT
Payroll	Personnel	1/4/2024		38,286.92	1/4/2024 Payroll
Payroll	Personnel	1/18/2024		38,248.75	1/18/2024 Payroll
PRINTWORKS	Postage & Printing	01/01/2024	12228	90.00	Bus. Cards for Lead Op & Plant Mtce Supervisor
Pro-Kote Engineering & Supply	General Supplies & Materials	01/05/2024	58999	420.00	WELL FIELD MARKER POLES
Pro-Kote Engineering & Supply	General Supplies & Materials	01/09/2024	59016	630.00	MARKERS FOR WELL FIELDS REGIONAL
PURVIS INDUSTRIES	General Supplies & Materials	01/01/2024	31526679	1,277.20	Electric Motor for Hot Water Pump
PVS DX INC	Chemicals	01/01/2024	737004641-23	13,313.37	Sodium Hypochlorite - Sole Source
Rocky Mountain	Chemicals	01/01/2024	30494140	1,708.57	Bulk Oxygen - Chemicals
Rocky Mountain	Maintenance Agreements	01/01/2024	30491642	144.56	Monthly Website Chrg-LOX Telemetry
Rocky Mountain	Maintenance Agreements	01/01/2024	30497529	144.56	Monthly Rental/ Website Charge
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031969	4,203.04	Acct #60931133-010 2 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031970	1,532.85	Acct #60931133-011 0 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031971	1,175.50	Acct #60931133-012 8 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031972	683.35	Acct #60931133-013 6 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031976	762.53	Acct #60931133-017 7 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031984	151.41	Acct #60931133-005 2 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031983	324.03	Acct #60931133-002 9 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031985	312.90	Acct #60931133-006 0 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031986	3,488.08	Acct #60931133-018 5 - Electricity
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031980	29,801.05	Acct #60931133-009 4 - Split A
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031952	25.89	Acct #60931133-001 1 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031953	24.83	Acct #60931133-021 9 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031954	25.25	Acct #60931133-024 3 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031955	1,974.28	Acct #60931133-025 0 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031967	2,380.00	Acct #60931133-003 7 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031968	1,799.38	Acct #60931133-008 6 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031973	26.87	Acct #60931133-014 4 - Booster

City of Casper Wyoming
 Expenditure Reimbursement Request
 January 31, 2024

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031974	51.47	Acct #60931133-015 1 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031975	1,671.97	Acct #60931133-016 9 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031977	25.83	Acct #60931133-019 3 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031978	87.53	Acct #60931133-026 8 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031995	30.48	Acct #60931133-022 7 - Booster
ROCKY MOUNTAIN POWER	Electricity	01/01/2024	RIN0031980	1,754.96	Acct #60931133-009 4 - Split A
Sage Checks and Forms	General Supplies & Materials	01/10/2024	o322186243	74.40	1099 Forms and Envelopes for RWS
Sage Checks and Forms	General Supplies & Materials	01/19/2024	o322186243-Credit	(2.70)	Refund of Sales Tax
SHERWIN-WILLIAMS COR	General Supplies & Materials	08/01/2023	19858-82909	57.11	Paint - Machinery Supplies
SOURCE EQUIPMENT	General Supplies & Materials	01/01/2024	SI2460036	45.68	Roper Buna Mech. Seal Comp. F50
SOURCE EQUIPMENT	General Supplies & Materials	01/11/2024	SI2460033	804.45	Seal Kit for Hot Water Pump
Sutherlands	General Supplies & Materials	01/19/2024	28160206582240161555	20.95	Parts for the Plow on the Bobcat
Sutherlands	General Supplies & Materials	01/19/2024	28160206524240161206	149.97	Kerosene & Torch Kit - Shop Supplies
Sutherlands	General Supplies & Materials	01/26/2024	062105	30.96	AIRPORT BOOSTER PACKING DRAIN
Sutherlands	General Supplies & Materials	01/30/2024	045158	17.35	COUPLINGS, ADAPTER, NIPPLES, PARTS
TOWN OF BAR NUNN	General Supplies & Materials	01/01/2024	RIN0031966	31.17	Wardwell Water Charge - Boosters
Tractor Supply Co.	Gas/Fuel	01/19/2024	TSC334320	13.56	Bulk Propane for Tools - Gas/Fuel
USPS	Postage & Printing	01/29/2024	58000537-1-5904019-2	30.45	Overnight Mail to Wy. Land & Investments
UtilityMtl	Internal Services	01/26/2024	UtilityMtl	22,317.84	Utility Monthly Allocation
Verizon	Communication	01/17/2024	9953176045	77.94	WTP Operator Cell Phone
Walmart	General Supplies & Materials	01/08/2024	45331721292657810378	36.26	Coffee & Paper Plates - Office
Walmart	General Supplies & Materials	01/17/2024	20096787768527318423	54.60	Creamer, Sides, Dessert for JPB meeting
Walmart	General Supplies & Materials	01/17/2024	85420226469839778177	7.76	Jump Drives for Instrumentation Tech
Watson Marlow Inc.	General Supplies & Materials	01/30/2024	SQ042516	542.50	Hypo Pump Hoses - Pump & Lubricants
Wear Parts Inc.	General Supplies & Materials	01/19/2024	402304	66.62	AIRPORT BOOSTER REGIONAL
Wear Parts Inc.	General Supplies & Materials	01/26/2024	402516	122.77	PIOONEER BOOSTER
XEROX CORPORATION	General Supplies & Materials	01/01/2024	020441769	205.62	Copier Usage - Office Supplies
Total				<u>\$217,786.36</u>	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2023-2024

Entity	Gallons of Water Produced							Year-to-Date
	1/31/2024	12/31/2023	11/30/2023	10/31/2023	9/30/2023	8/31/2023	7/31/2023	
Salt Creek JPB	2,012,405.102	1,371,004.082	1,450,076.531	2,184,412.245	3,093,014.286	4,769,325.510	4,455,907.143	19,336,144.898
Wardwell W&S	10,321,579.592	8,418,983.673	10,145,991.837	13,713,975.510	24,246,181.633	30,151,596.939	33,724,151.020	130,722,460.204
Pioneer	2,320,707.143	2,067,454.082	2,684,862.245	4,769,457.143	5,703,038.776	6,568,500.000	8,367,572.449	32,481,591.837
Poison Spider	1,582,602.041	1,062,653.061	914,081.633	1,274,234.694	1,783,928.571	1,971,479.592	1,424,438.776	10,013,418.367
33 Mile Road	895,561.224	771,785.714	808,673.469	885,459.184	1,005,153.061	1,154,030.612	1,222,653.061	6,743,316.327
Sandy Lake	506,027.551	467,837.755	496,363.265	685,904.082	1,305,243.878	1,548,458.163	1,676,850.000	6,686,684.694
Lakeview	126,423.469	120,951.020	149,913.265	251,314.286	589,795.918	740,300.000	661,617.347	2,640,315.306
Mile-Hi	290,434.694	266,330.612	272,716.327	357,656.122	382,201.020	600,498.980	612,230.612	2,782,068.367
City of Casper	170,457,227.184	138,219,940.000	146,764,078.429	213,483,128.735	417,046,103.857	516,289,945.204	530,850,210.592	2,133,110,634.000
Regional Water	(156,000.000)	(44,000.000)	(1,140,800.000)	(1,172,900.000)	(54,224.000)	(827,750.000)	(1,292,613.000)	(4,688,287.000)
TOTAL	188,356,968.000	152,722,940.000	162,545,957.000	236,432,642.000	455,100,437.000	562,966,385.000	581,703,018.000	2,339,828,347.000

TOTAL PRIOR YEAR (FY2023) GALLONS PRODUCED:

3,663,643,482.000

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

Central Wyoming Regional Water System

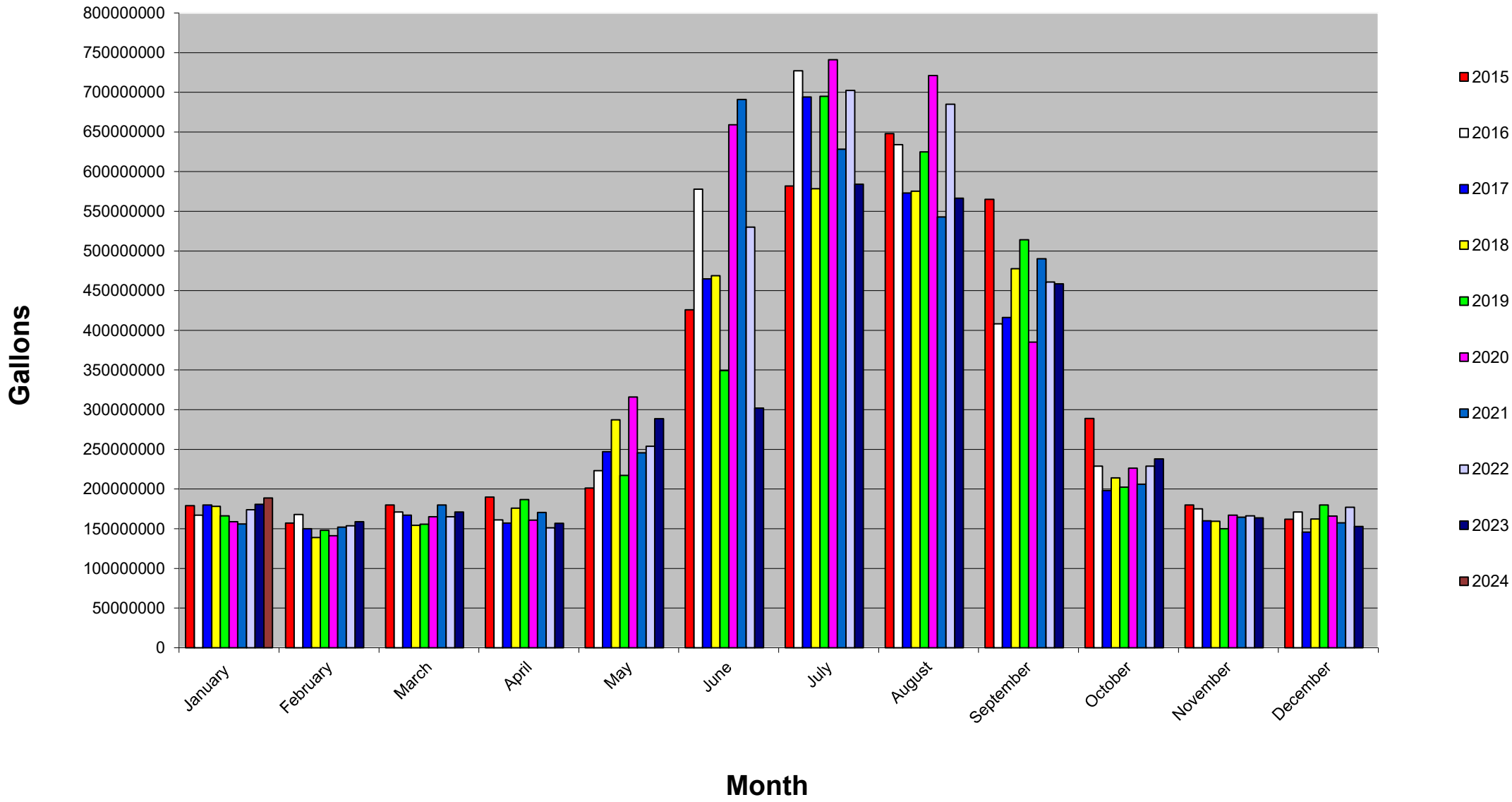
Water Rates Billed

Fiscal Year 2023-2024

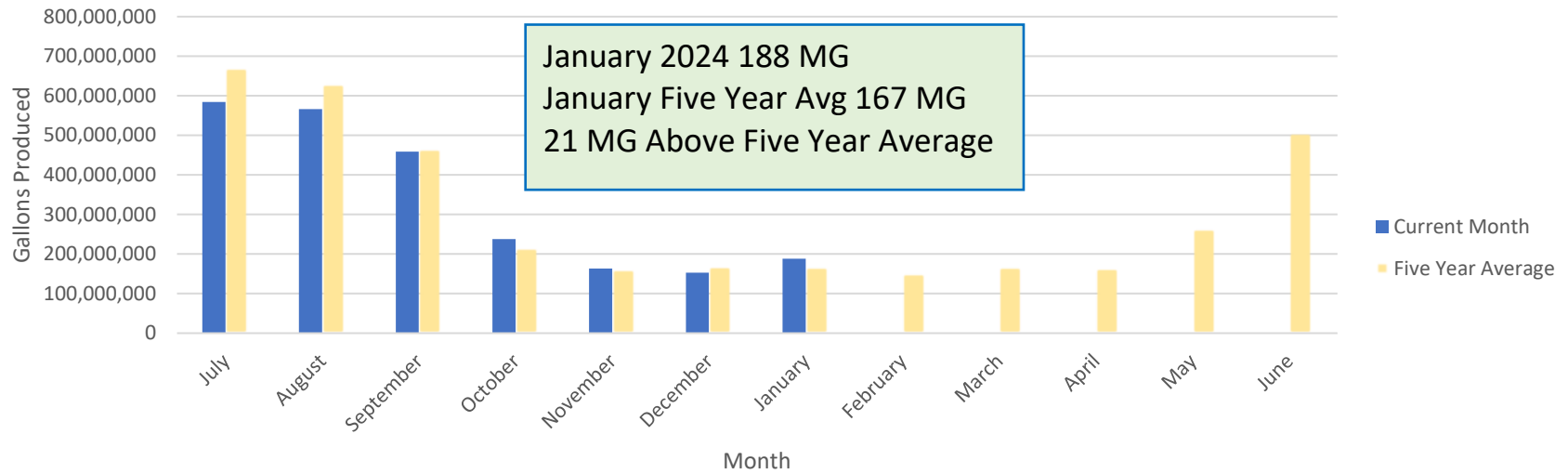
Entity	Water Rates Billed							Year-to-Date
	1/31/2024	12/31/2023	11/30/2023	10/31/2023	9/30/2023	8/31/2023	7/31/2023	
Salt Creek JPB	\$ 4,668.78	\$ 3,180.73	\$ 3,364.18	\$ 5,067.84	\$ 7,175.79	\$ 11,064.84	\$ 10,337.70	\$ 44,859.86
Wardwell W&S	\$ 23,946.06	\$ 19,532.04	\$ 23,538.70	\$ 31,816.42	\$ 56,251.14	\$ 69,951.70	\$ 78,240.03	\$ 303,276.11
Pioneer	\$ 5,384.04	\$ 4,796.49	\$ 6,228.88	\$ 11,065.14	\$ 13,231.05	\$ 15,238.92	\$ 19,412.77	\$ 75,357.29
Poison Spider	\$ 3,671.64	\$ 2,465.36	\$ 2,120.67	\$ 2,956.22	\$ 4,138.71	\$ 4,573.83	\$ 3,304.70	\$ 23,231.13
33 Mile Road	\$ 2,077.70	\$ 1,790.54	\$ 1,876.12	\$ 2,054.27	\$ 2,331.96	\$ 2,677.35	\$ 2,836.56	\$ 15,644.49
Sandy Lake	\$ 1,173.98	\$ 1,085.38	\$ 1,151.56	\$ 1,591.30	\$ 3,028.17	\$ 3,592.42	\$ 3,890.29	\$ 15,513.11
Lakeview	\$ 293.30	\$ 280.61	\$ 347.80	\$ 583.05	\$ 1,368.33	\$ 1,717.50	\$ 1,534.95	\$ 6,125.53
Mile-Hi	\$ 673.81	\$ 617.89	\$ 632.70	\$ 829.76	\$ 886.71	\$ 1,393.16	\$ 1,420.38	\$ 6,454.40
City of Casper	\$ 395,460.77	\$ 320,670.26	\$ 340,492.66	\$ 495,280.86	\$ 967,546.96	\$ 1,197,792.67	\$ 1,231,572.49	\$ 4,948,816.67
Regional Water	\$ (361.92)	\$ (102.08)	\$ (2,646.66)	\$ (2,721.13)	\$ (125.80)	\$ (1,920.38)	\$ (2,998.86)	\$ (10,876.83)
TOTAL	\$436,988.17	\$354,317.22	\$377,106.62	\$548,523.73	\$1,055,833.01	\$1,306,082.01	\$1,349,551.00	\$5,428,401.76

TOTAL PRIOR YEAR (FY2023) BILLING: **\$ 8,206,561.40**
 *Total water produced does not equate to total water billed due to credit given.

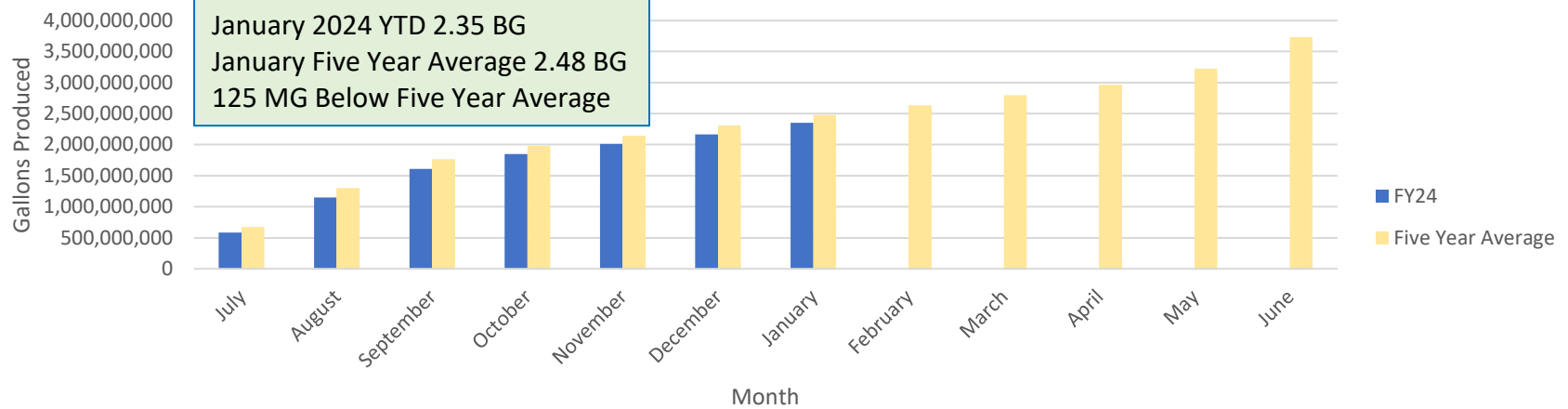
WTP PRODUCTION



FY24 Monthly Water Production



FY24 YTD Water Production





Central Wyoming Regional Water System
Joint Powers Board

Monthly Compilation

January 31, 2024

Prepared by:
City of Casper
Finance Department

CENTRAL WYOMING REGIONAL WATER SYSTEM

Balance Sheet Report for 2024 Period 7 (as of January 31, 2024)

Account Number	Description	Account Balance
Consolidated Funds		
Assets		Total Assets
		52,359,348
1000	Cash	3,394,122
	Restricted Cash	1,000,000
1015	Cash (Retainage Outside Bank)	-
1200	Accounts Receivable	458,389
1400	Inventory	768,405
1505	WGIF Investments	501,466
1521	WYO Star Investment - Allocation	2,116,909
1522	WYO Star 2 Investment - Allocation	3,023,037
1600	Prepaid Expense	29,948
1710	Land	580,874
1720	Buildings	47,483,360
1725	Accumulated Depreciation - Bld	(38,515,216)
1730	Improvements Other Than Bldgs	44,542,819
1735	AD Improve. Non Bldg	(13,722,274)
1740	Machinery & Equip - Light	1,546,878
1745	AD Machinery & Equip. - Light	(1,061,077)
1780	Construction In Progress	211,710
Liabilities		Total Liabilities
		(8,679,510)
2010	Vouchers/Account Payable	(217,786)
2020	Retainage Payable	(25,049)
2030	Accrued Wages Payable	(40,103)
2040	Leaves Payable	(44,601)
2070	Interest Payable	(100,562)
2080	Notes Payable - Current	(1,069,741)
2510	Notes/Loans Payable - Non Cur	(7,181,668)
Fund Balance		Total Fund Balance
		(43,679,838)
3000	Net Investment in Capital Assets	(32,815,664)
	Restricted (WWDC Reserve Requirement)	(1,000,000)
3010	Unrestricted Net Position	(9,864,174)
		Total Liabilities + Fund Balance
		(52,359,348)

CENTRAL WYOMING REGIONAL WATER SYSTEM

Comparative Income Statement

Seven Month YTD as of January 31, 2024

	2022	2023	2024
Revenue	\$5,154,040	\$5,999,375	\$5,754,153
4501 - Interest Earned	\$1,090	\$108,408	\$176,119
4505 - Misc. Revenue	\$144	\$0	\$840
4601 - Water Utility Charges	\$4,992,183	\$5,803,488	\$5,428,402
4650 - System Development Charges	\$160,623	\$87,479	\$148,792
Expense	\$4,448,884	\$4,287,170	\$4,467,409
6212 - Legal Services	\$9,506	\$7,343	\$6,030
6213 - Investment Services	\$203	\$51	\$743
6214 - Consulting Services	\$933	\$5,263	\$80
6215 - Acctg/Audit Services	\$26,211	\$27,000	\$27,658
6255 - Other Contractual	\$750	\$825	\$750
6257 - Reimbursable Contract Exp.	\$1,482,772	\$2,212,842	\$2,309,933
6303 - Buildings	\$111,770	\$122,055	\$0
6305 - Improvements Other Than Bldgs	\$962,425	\$164,925	\$647,679
6307 - Intangibles	\$16,338	\$4,621	\$0
6311 - Light Equipment	\$9,192	\$0	\$78,846
6312 - Light Equipment - Replacement	\$0	\$0	\$0
6501 - Principal	\$1,626,999	\$1,428,489	\$1,135,966
6510 - Interest	\$144,877	\$206,562	\$139,768
6780 - Insurance/Bonds	\$56,908	\$107,194	\$119,956
Net Income:	\$705,155	\$1,712,205	\$1,286,744

BUDGET COMPARISON**As of January 31, 2024**

58.33% OF YEAR EXPIRED

CWRWS FUND**(FUND 300)**

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET</u>	<u>TRANSFERS/ ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUAL</u>		<u>YET TO BE COLLECTED</u>	<u>% REC'D</u>
4202	Federal Grants	-	(1,500,000)	(1,500,000)	-	-	(1,500,000)	0.00%
4501	Interest Earned	(200,000)	-	(200,000)	(176,119)	-	(23,881)	88.06%
4505	Misc. Revenue	(100)	-	(100)	(840)	-	740	840.00%
4601	Water Utility Charges	(8,685,831)	-	(8,685,831)	(5,428,402)	-	(3,257,429)	62.50%
4650	System Development Charges	(245,000)	-	(245,000)	(148,792)	-	(96,208)	60.73%
	TOTAL REVENUES	(9,130,931)	(1,500,000)	(10,630,931)	(5,754,153)	-	(4,876,778)	54.13%
		ORIGINAL BUDGET	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBERED	AVAILABLE BUDGET	% USED
6212	Legal Services	30,000	-	30,000	6,030	-	23,970	20.10%
6213	Investment Services	1,500	-	1,500	743	-	757	49.53%
6214	Consulting Services	15,000	-	15,000	80	-	14,920	0.53%
6215	Acctg/Audit Services	34,000	-	34,000	27,658	4,500	1,843	81.35%
6255	Other Contractual	3,000	-	3,000	750	-	2,250	25.00%
6257	Reimbursable Contract Exp.	4,344,283	-	4,344,283	2,309,933	-	2,034,350	53.17%
6305	Improvements Other Than Bldgs	3,185,000	3,275,778	6,460,778	647,679	1,769,284	4,043,815	37.41%
6307	Intangibles - New	-	8,540	8,540	-	8,540	0	100.00%
6311	Light Equipment - New	255,000	-	255,000	78,846	24,209	151,945	100.00%
6312	Light Equipment - Replacement	-	86,981	86,981	-	86,981	-	100.00%
6501	Principal	1,276,124	-	1,276,124	1,135,966	-	140,158	89.02%
6510	Interest	249,451	-	249,451	139,768	-	109,683	56.03%
6720	Travel/Training	2,000	-	2,000	-	-	2,000	0.00%
6780	Insurance/Bonds	119,000	-	119,000	119,956	-	(956)	100.80%
	TOTAL EXPENDITURES	\$ 9,514,358	\$ 3,371,299	\$ 12,885,657	4,467,409	\$ 1,893,513	\$ 6,524,735	49.36%
	TOTAL REVENUE OVER/(UNDER) EXPENSE	\$ (383,427)	\$ (1,871,299)	\$ (2,254,726)	1,286,744	\$ (1,893,513)	\$ (1,647,957)	

December 21, 2023

Central Wyoming Regional Water System Joint Powers Board
ATTN: Paul Bertoglio, Chairman
1500 SW Wyoming Blvd
Casper, WY 82604
Sent by Hand Delivered Mail and Email

***Re: Wardwell Water & Sewer District Formal Request & Notice to Withdraw as
Member of Central Wyoming Regional Water System Joint Powers Board***

Dear Chairman Mr. Bertoglio and the Board of the Central Wyoming Regional Water System,

On behalf of the Board of Trustees, f/k/a the Board of Directors, of the Wardwell Water & Sewer District, and at their express direction, I have drafted this formal request and notice of Wardwell's desire and need to withdraw as a Member of the Central Wyoming Regional Water System (CWRWS) Joint Powers Board.

The Board of Directors of the Wardwell Water and Sewer District, unanimously voted to voluntarily dissolve the Wardwell Water & Sewer District, and transfer ownership and operation of the District, in its entirety, to the Town of Bar Nunn. Pursuant to Wyo. Stat. Ann. § 22-29-404, an election was held on August 8, 2023, wherein the question regarding the dissolution was presented to qualified electors. After canvassing the vote on August 22, 2023, a majority of the votes were cast in favor of the proposition to approve the dissolution. On August 22, 2023, the Board of Directors of the Wardwell Water & Sewer District declared the district dissolved, and the Directors now constitute a Board of Trustees for the purposes of winding up the affairs of the District.

In accordance with Dissolution of the Wardwell Water & Sewer District pursuant to Wyo. Stat. Ann. § 22-26-401-408 Finding of Facts, Plan for Dissolution and Liquidation of the Wardwell Water & Sewer District, and Plan for Assumption of Operation of the Wardwell Water & Sewer District by the Town of Bar Nunn adopted May 9, 2023, recorded with the Natrona County Clerk on May 10, 2023, Instrument No. 1139515, the Board of Trustees shall transfer, assign, and convey all obligations and debts to the Town of Bar Nunn. As such, the Wardwell Board is tasked with

**Agenda Item
7 a i**

resolving all aspects of Wardwell's involvement in Natrona County, Wyoming, and its rights, responsibilities, duties, obligation, debts, and shares of financing obligations that stem from its existence and provision of utilities.

Currently the Board is working diligently to properly transfer all assets and property belonging to Wardwell to Bar Nunn. Based on the dissolution of the Wardwell Water & Sewer District, once all of Wardwell's assets are transferred, Wardwell will cease to exist. The next step in the winding up of Wardwell's affairs is to withdraw as a Member from the CWRWS Joint Powers Board.

Pursuant to Section 2. Duration of Agreement, of the Regional Water System Joint Powers Agreement, as amended,

No participating agency may withdraw if and so long as any outstanding financing obligation of the Joint Powers Board remains unpaid or adequate provision for payment thereof has not been made.

Withdrawals from the Board shall be in writing, by any entity so inclined to withdraw, and shall be delivered by hand to the chairperson of the Board.

Wardwell acknowledges that currently the CWRWS Joint Powers Board has outstanding financing obligations, to which each member of the Joint Powers Board is proportionally liable for contribution to repayment thereof by way of each entities' membership in the Board. As evidenced by the Plan of Dissolution, Wardwell has entered into binding agreements with the Town of Bar Nunn regarding its dissolution and the express understanding that the Town of Bar Nunn shall become responsible for all of Wardwell's responsibilities, obligations, and debts. This transfer and assignment of all of Wardwell's responsibilities, obligations and debts includes and any all outstanding financing obligations Wardwell has by way of its membership in CWRWS Joint Powers Board. Additionally, the Town of Bar Nunn, by and through its Town Council, passed Resolution No. 2023-23, attached hereto, expressly acknowledging and accepting of all of Wardwell's responsibilities, obligations, and debts inclusive of and any all outstanding financing obligations Wardwell has by way of its membership in CWRWS Joint Powers Board. These actions are intended to provide CWRWS Joint Powers Board with adequate legally binding provisions and formal assurances that the Town of Bar Nunn shall be responsible for the outstanding financing obligations and repayment thereof.

In addition to the foregoing, Wardwell is willing to execute additional documents to support its intention to provide adequate provisions regarding the acceptance and ability of the Town of Bar Nunn to carry and be responsible for any outstanding financing obligations, as the Joint Powers Board may require or request.


This letter is also intended to be Wardwell's formal written request to withdraw as a Member of the Central Wyoming Regional Water System Joint Powers Board, which shall be delivered by hand to the Chairman of the Board. In light of the majority vote in favor of the dissolution of the Wardwell Water & Sewer District, and the current winding up of the District's assets and affairs, withdrawal from the CWRWS Joint Powers Board is the proper legal mechanism to assist in the finalizing of the dissolution of Wardwell. The Board of Trustees of the Wardwell Water & Sewer District respectfully requests that the CWRWS Joint Powers Board vote to find that Wardwell has provided adequate provisions for its share of any outstanding financial obligations, and vote to approve Wardwell's request to withdraw as a Member of the CWRWS Joint Powers Board.

The Board of Trustees of the Wardwell Water & Sewer District recognizes that this a unique and unprecedented request, which has many complexities, and will require additional legal work and Board approval. The Board of Trustees is committed to working with the CWRWS Joint Powers Board to properly execute Wardwell's exit from the Joint Powers Board based on its dissolution. The Board of Trustees of the Wardwell Water & Sewer District asserts these requests and invites all questions, concerns, and any requests from the Joint Powers Board regarding Wardwell's withdrawal from the Joint Powers Board.

Sincerely,



Alia T. Scott
Attorney for the Wardwell Water & Sewer District



Dan Sabrosky
*President of the Board of Directors
Wardwell Water & Sewer District*

cc: Charlie Chapin, Attorney for CWRWS JPB

RESOLUTION NO. 2023-23**A RESOLUTION ACKNOWLEDGING AND ACCEPTING ALL OF THE WARDWELL WATER & SEWER DISTRICT'S RESPONSIBILITIES, DUTIES AND SHARE OF INDEBTEDNESS HELD AS A MEMBER OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM**

WHEREAS, The Town of Bar Nunn has assumed the role formerly occupied by the Wardwell Water & Sewer District; and

WHEREAS, The Town of Bar Nunn, since the onset of the process to dissolve the Wardwell Water & Sewer District, had anticipated fully taking over Wardwell's rights, duties, property, incumbrances, and indebtedness, no matter how described; and

WHEREAS, The Wardwell Water and Sewer District was a member of the Joint Powers Board of the Central Wyoming Regional Water System; and

WHEREAS, The Wardwell Water and Sewer District had certain obligations and rights in connection with its position on the Joint Powers Board, all of which the Town of Bar Nunn is assuming; and has previously resolved to assume in every fashion, and

WHEREAS, The Town of Bar Nunn has been provided with complete documentation throughout this process by the Wardwell Water & Sewer District, including the following:

- a. Wardwell's *RESOLUTION NO. 4, 2023*
- b. *Wardwell Water & Sewer District's Formal Request to Assign Rights and Responsibilities Pursuant to Asset Transfer Agreement to The Town of Bar Nunn*
- c. *Wardwell Water & Sewer District Formal Request & Notice to Withdraw as Member of Central Wyoming Regional Water System Joint Powers Board*

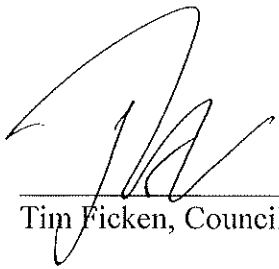
NOW, THEREFORE, The Town of Bar Nunn, Wyoming, through its Governing Body, hereby acknowledges and accepts all Wardwell Water and Sewer Districts rights, responsibilities, duties, and share of debts and indebtedness held by the Wardwell Water & Sewer District including that which it holds as a Member of the Central Wyoming Regional Water System and its Joint Powers Board, and agrees to accept the assignment of Wardwell's rights and responsibilities under the Asset Transfer Agreement of the Joint Powers Board. Further, the Governing Body of the Town of Bar Nunn hereby indicates its approval and acceptance of those documents and submissions of the Wardwell Water & Sewer District to other bodies, including the Central Wyoming Regional Water System Joint Powers Board and the State of Wyoming.

PASSED, APPROVED AND ADOPTED on this 19th day of December, 2023.


By:




Peter Boyer, Mayor
Town of Bar Nunn, Wyoming



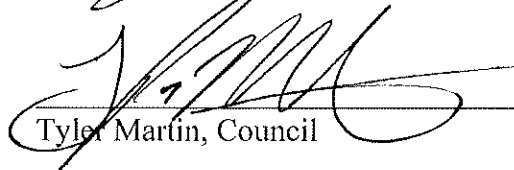
Tim Ficken, Council



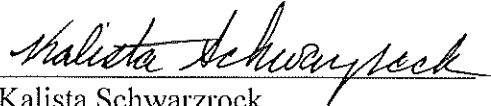
Steven Clark, Council



Frank Schwarzrock, Council



Tyler Martin, Council

ATTEST: 
Kalista Schwarzrock
Town Clerk, Town of Bar Nunn, Wyoming



December 21, 2023

Central Wyoming Regional Water System Joint Powers Board
ATTN: Paul Bertoglio, Chairman
1500 SW Wyoming Blvd
Casper, WY 82604

Sent by Hand Delivered Mail and Email

Re: Wardwell Water & Sewer District's Formal Request to Assign Rights and Responsibilities Pursuant to Asset Transfer Agreement to The Town of Bar Nunn

Dear Chairman Mr. Bertoglio and the Board of the Central Wyoming Regional Water System,

On behalf of the Board of Trustees, f/k/a the Board of Directors, of the Wardwell Water & Sewer District, and at their express direction, I have drafted this formal request wherein the Board of Trustees of the Wardwell Water & Sewer District is requesting written approval from the Central Wyoming Regional Water System Joint Powers Board to assign its rights and responsibilities under the Asset Transfer Agreement, dated July 19, 1995, to the Town of Bar Nunn.

In light of the dissolution of the Wardwell Water & Sewer District, wherein the Town of Bar Nunn shall be taking over the operation, assets, duties, obligations, and customers of Wardwell in their entirety, and Wardwell's formal written request to withdraw as a Member of the Central Wyoming Regional Water System (CWRWS) Joint Powers Board provided to CWRWS JPB contemporaneously herewith, Wardwell's promises made to the CWRWS Joint Powers Board and ongoing rights and responsibilities must be addressed. Properly addressing and assigning the rights and responsibilities under this Asset Transfer Agreement is also important to ensure that there is a documented transfer of the continuation of the easements, rights of way, property, and other assets granted to the Joint Powers Board.

As evidenced by the Agreement Between the Natrona County Regional Water System Joint Powers Board, and the City of Casper, a Municipal Corporation, and Brooks Water and Sewer District, and Wardwell Water and Sewer District, and Salt Creek Joint Powers Board, and Natrona County, Wyoming, date June 19, 1995 (hereinafter referred to as the "Asset Transfer Agreement"), Wardwell agreed to uphold numerous responsibilities and accept numerous rights as a Member.

**Agenda Item
7 a ii**

Additionally, Wardwell granted easements for the access, inspection, maintenance, and repair of all the licenses, rights-of-way, and property listed and described in Exhibit G, attached to the Asset Transfer Agreement. Further, pursuant to Section 26. Assignability, of the Asset Transfer Agreement, it states *“no party to this Agreement shall transfer or assign its rights or responsibilities under this Agreement without the written consent of the Joint Powers Board and the State of Wyoming.”*

Based on the foregoing, the proper legal mechanisms to follow under the Agreement is for Wardwell to request approval and written consent to assign its rights and responsibilities under the Asset Transfer Agreement from both the Joint Powers Board and the State of Wyoming. As such, Wardwell is respectfully requesting approval from the Joint Powers Board to assign its rights and responsibilities under the Asset Transfer Agreement to the Town of Bar Nunn, and for issuance of written consent of the approval to assign. Wardwell intends to request this same approval and written consent to assign its rights and responsibilities to the Town of Bar Nunn from the State of Wyoming Attorney General’s Office, however Wardwell feels that it is important to request this approval and written consent from the Joint Powers Board first, since the Joint Powers Board is truly the benefactor and focal entity under and of the Agreement.

The legally binding documents Wardwell has entered into with Bar Nunn ensure that Bar Nunn is obligated to continue operating the Wardwell District in the same manner as it is currently operated, which includes all agreements, easements, rights-of-way, and inter-agency relationships Wardwell previously granted and entered into. Additionally, the Town of Bar Nunn, by and through its Town Council, passed Resolution No. 2023-23, attached hereto, expressly acknowledging and accepting an assignment of Wardwell’s rights and responsibilities under the Asset Transfer Agreement, and expressly promising to uphold and continue all grants of easements for the access, inspection, maintenance, and repair of all the licenses, rights-of-way, and property listed and described in Exhibit G to the Asset Transfer Agreement. Further, as evidenced by the Resolution No. 2023-23, Bar Nunn ownership of certain licenses, infrastructure, and rights-of-way to Wardwell’s property transferred pursuant to the dissolution will not change any use, access, or relationship CWRWS has to or with any asset previously owned and operated by Wardwell, which will be owned and operated by the Town of Bar Nunn.

Similar to Wardwell’s request to withdraw from the Joint Powers Board and the dissolution in its entirety, this request for authorization and consent to assign its rights and responsibilities under the Asset Transfer Agreement is a unique and unprecedented request, which carries with it grave importance for the continuation of the provision of utilities to all customers served by the CWRWS. As has been previously stated, the Board of Trustees for the Wardwell Water & Sewer

District is committed to working with the CWRWS Joint Powers Board and the State of Wyoming to properly assign its duties, rights, and responsibilities prior to the finalization of its dissolution.

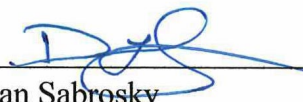
Finally, the Board of Trustees of the Wardwell Water & Sewer District respectfully requests the CWRWS Joint Powers Board consider its request to assign its rights and responsibilities under the Asset Transfer Agreement to the Town of Bar Nunn, in full, grant said request, and issue a written document evidencing its consent thereto. The Board invites all questions, concerns, and any requests from the Joint Powers Board regarding Wardwell's request to assign its rights and responsibilities to the Town of Bar Nunn.

Sincerely,



Alia T. Scott

Attorney for the Wardwell Water & Sewer District



Dan Sabrosky

*President of the Board of Directors
Wardwell Water & Sewer District*

cc: Charlie Chapin, Attorney for CWRWS JPB
enclosed: Town of Bar Nunn Resolution No. 2023-23

RESOLUTION NO. 2023-23**A RESOLUTION ACKNOWLEDGING AND ACCEPTING ALL OF THE WARDWELL WATER & SEWER DISTRICT'S RESPONSIBILITIES, DUTIES AND SHARE OF INDEBTEDNESS HELD AS A MEMBER OF THE CENTRAL WYOMING REGIONAL WATER SYSTEM**

WHEREAS, The Town of Bar Nunn has assumed the role formerly occupied by the Wardwell Water & Sewer District; and

WHEREAS, The Town of Bar Nunn, since the onset of the process to dissolve the Wardwell Water & Sewer District, had anticipated fully taking over Wardwell's rights, duties, property, incumbrances, and indebtedness, no matter how described; and

WHEREAS, The Wardwell Water and Sewer District was a member of the Joint Powers Board of the Central Wyoming Regional Water System; and

WHEREAS, The Wardwell Water and Sewer District had certain obligations and rights in connection with its position on the Joint Powers Board, all of which the Town of Bar Nunn is assuming; and has previously resolved to assume in every fashion, and

WHEREAS, The Town of Bar Nunn has been provided with complete documentation throughout this process by the Wardwell Water & Sewer District, including the following:

- a. Wardwell's *RESOLUTION NO. 4, 2023*
- b. *Wardwell Water & Sewer District's Formal Request to Assign Rights and Responsibilities Pursuant to Asset Transfer Agreement to The Town of Bar Nunn*
- c. *Wardwell Water & Sewer District Formal Request & Notice to Withdraw as Member of Central Wyoming Regional Water System Joint Powers Board*

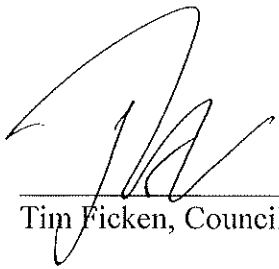
NOW, THEREFORE, The Town of Bar Nunn, Wyoming, through its Governing Body, hereby acknowledges and accepts all Wardwell Water and Sewer Districts rights, responsibilities, duties, and share of debts and indebtedness held by the Wardwell Water & Sewer District including that which it holds as a Member of the Central Wyoming Regional Water System and its Joint Powers Board, and agrees to accept the assignment of Wardwell's rights and responsibilities under the Asset Transfer Agreement of the Joint Powers Board. Further, the Governing Body of the Town of Bar Nunn hereby indicates its approval and acceptance of those documents and submissions of the Wardwell Water & Sewer District to other bodies, including the Central Wyoming Regional Water System Joint Powers Board and the State of Wyoming.

PASSED, APPROVED AND ADOPTED on this 19th day of December, 2023.


By:




Peter Boyer, Mayor
Town of Bar Nunn, Wyoming



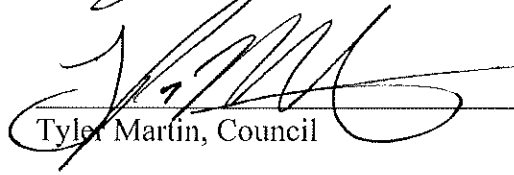
Tim Ficken, Council



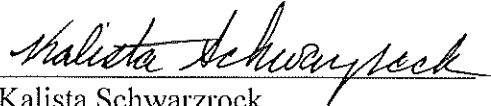
Steven Clark, Council



Frank Schwarzrock, Council



Tyler Martin, Council

ATTEST: 
Kalista Schwarzrock
Town Clerk, Town of Bar Nunn, Wyoming



LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT is made and is effective as of January 18, 2011, by and between **Central Wyoming Regional Water System Joint Powers Board, "CWRWS"**, hereinafter referred to as "**LESSOR**", and **Wardwell Water and Sewer District "Wardwell"**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, Lessor is the owner of perpetual easement situate within Natrona County, Wyoming more particularly described as:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B", WHICH ARE INCORPORATED HEREIN BY REFERENCE

WHEREAS, there are located upon and within the previously described easement, water storage tanks, a booster station, water transport lines, and other improvements more particularly described as part of Exhibit "A" and Exhibit "B", hereto; and

WHEREAS, Lessee desires to lease, and Lessor is willing to lease both the described easement and the stated improvements situate thereon in accordance with the terms and conditions hereinafter stated; and

WHEREAS, the parties through execution hereof, reduce to writing the terms and conditions of the lease of the described easement and improvements.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and the covenants and agreements hereinafter stated, which covenants and agreements are contractual in nature and not mere recitals, it is agreed between the parties as follows:

1. **PREMISES.** The easement described herein, together with the improvements located upon and within the easement, more particularly described in the attached Exhibit "A" and Exhibit "B", shall constitute those items to be leased hereunder, and shall hereinafter be referred to as the "Premises".



NATRONA COUNTY CLERK, WY
Renea Vitto **Recorded: SR**
Jan 21, 2011 11:17:50 AM
Pages: 14 Fee: \$47.00
ALISA COX

2. **TERM.** The term of the lease will be for the period commencing at 12:00 a.m. February 1, 2011 and ending at 12:00 p.m. January 31, 2021, subject to the purchase option vested in Lessee, which is more fully explained in ¶16 hereof.

3. **PURPOSES.** The Lessee will be entitled to use and occupy the premises for any and all lawful purposes whatsoever, so long as the use of the premises does not unreasonably endanger or harm the property and the public.

4. **RENTAL.** Lessee covenants and agrees to pay to Lessor as rental for the said premises, Twenty (20) consecutive annual installments of One Dollar (\$1.00) each, payable in advance on or before the first day of February of each year hereinafter, commencing February 1, 2011.

5. **INSURANCE.** The Lessee shall, within ten (10) days of the execution of this Lease, purchase and thereafter maintain, fire and extended coverage insurance on the premises, insuring the premises for a sum of not less than Two hundred thousand dollars (\$200,000) and naming Lessor as the insured under the terms of the policy. The parties acknowledge and agree that it is contemplated that significant improvements shall be made to the premises by the Lessee. Therefore, the parties further agree that the fire and extended coverage insurance shall be reviewed on an annual basis by the parties during the term of this lease, to determine the adequacy of the insurance coverage in relation to the value of the premises, as established. In the event that the parties determine that the fire and extended coverage insurance does not adequately cover the value of the premises, Lessee shall obtain such additional fire and extended coverage as is necessary to fully insure the value of any improvements placed upon the property.

Within the same ten (10) day time frame, Lessee shall purchase and thereafter during the term of the lease, maintain in effect, liability insurance coverage under which Lessor shall be named as an additional insured. The liability policy shall have limits of One Million Dollars (\$1,000,000.00) for any single occurrence, Three Million Dollars (\$3,000,000.00) for multiple occurrences and One Million Dollars (\$1,000,000.00) for property damage.

Lessee also agrees that within ten (10) days following acquisition of the fire and extended coverage insurance and the liability insurance coverage required by this paragraph that it shall deliver to Lessor proof of the acquisition of said coverages, preferably in the form of delivery of actual copies of the policies.

6. **UTILITIES.** The Lessee will within ten (10) days of the execution of this agreement, enter into its own contracts and arrangements for the use of all utilities to be consumed upon the property. Additionally, Lessee will pay the use charges for all utilities consumed upon the premises during the term of this lease.

7. **MAINTENANCE OF LEASE PREMISES.** The Lessee will keep and maintain the premises in as good as condition as when first occupied, ordinary wear excepted, and shall promptly and properly repair or replace any and all damage to the premises as may result from Lessee's use, or from use by Lessee's agents or invitees, throughout the term of the lease.

Lessee shall immediately notify Lessor of any failure or destruction of any component of the premises. Should said failures or destruction be a result of the ordinary use, or negligent acts and actions of Lessee, its agents or invitees, it shall be the responsibility of the Lessee, subject to the approval of the Lessor, to repair or replace the same. In the event that insurance coverage is available to make such repairs under the provisions of ¶5 hereof, Lessee shall be relieved of its obligation to repair or repair/replace the damaged or destroyed article. Lessor agrees to contribute its share of the insurance proceeds payable, if any, for use by Lessee to make the required repairs and/or replacement.

Upon the termination of this lease, Lessee shall promptly return the premises to Lessor in the same condition as when received, reasonable wear excepted.

8. **ALTERATIONS, ADDITIONS, OR IMPROVEMENTS.** Lessor acknowledges and agrees that the Lessee, prior to the execution of this lease agreement, has notified Lessor of its intent to make substantial modifications to the premises. Lessee shall be entitled to replace, modify, and remove any and all improvements identified in the attached Exhibit "A" and Exhibit "B", subject only to the condition that prior to initiating such replacement, modification, and/or removal that written notice thereof is provided to Lessor.

In the event Lessee shall make any improvements or modifications to the property and shall fail to exercise the option to purchase as stated in ¶16 hereof, or defaults under the terms hereof, title to all such improvements, modifications and/or replacements, as well as the value thereof, shall revert to Lessor upon termination of this lease and shall thereafter be the sole and separate property of Lessor free and clear of any claim whatsoever thereto by Lessee.

9. **INDEMNIFICATION.** The Lessee hereby agrees to indemnify the Lessor and its successors and assigns to the fullest extent permitted by law and to save the same harmless

from and against any and all claims for damages of any type, including death of an individual, and other costs and expenses of any kind including reasonable attorney's fees which may be assessed at any time hereinafter against the Lessor on account of, in connection with, or arising from any alleged condition of the demised premises occurring during the term of this lease, and/or for any alleged act or omission attributable to the Lessee, its agents or invitees.

10. **ENVIRONMENTAL HAZARDS.** Lessee represents, warrants and agrees that it has in the past and will in the future, conduct its activities on the property in compliance with Environmental Laws and that the property is free of Hazardous Substances, except for insitu lead paint, asbestos, and/or similar prohibited substances/materials located within the buildings situated upon the leased premises. Lessor shall be responsible for, and shall promptly conduct and pay the costs of any investigation and remediation as required by any environmental law or common law, resulting from the discovery or existence of any Hazardous Substance on the property, or the migration of any Hazardous Substance to other properties, or released into the environment, that in any way relates to or arises from Lessee's activities conducted upon the property prior to and/or during the term of this Lease, not caused solely by the activities of the Lessor, whether discovered before or after the termination of this agreement. This indemnity by Lessee shall specifically relate to the remediation/abatement of any lead paint, asbestos, and/or similar prohibited substances/materials found within or about the buildings located upon the leased premises, as Lessee acknowledges that said substances/materials were in place prior to the conveyance of the leased premises from Lessee to Lessor.

Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the property, or the migration of any Hazardous Substance to other properties, or released into the environment, that in any way relates to or arises from Lessee's activities conducted during the term of this Lease, whether discovered before or after the termination of this agreement.

Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the property or the

migration of any Hazardous Substance to other properties or released into the environment, that in any way relate to or arise from Lessor's activities conducted upon the property prior to the term of this lease, not caused by the activities of the Lessee, whether discovered before or after the termination of this agreement.

The foregoing indemnities by the parties with respect to the environmental hazards shall apply irrespective of any lack of knowledge of parties concerning contamination prior to execution or occurring during the term of this lease, and irrespective of any hazardous or other investigation done by either party prior to or after execution of this Lease.

11. **ACCEPTANCE OF DEMISED PREMISES.** Except as otherwise provided in this Lease, the Lessee will be deemed by its entry upon the demised premises hereunder, to have accepted the demised premises in its "as is/where is" condition. Lessor makes no express or implied warranties concerning the condition of the demised premises. Lessee acknowledges and agrees that it has been provided an opportunity to fully inspect the demised premises through its occupancy during the rental term; has found no obvious or concealed defects; and accepts the demised premises in "as is/where is" condition, and that such condition is acceptable to the Lessee in all regards.

12. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Lessee shall comply with all applicable laws and government regulations with respect to its occupancy of the premises, and the activities conducted therein and/or thereupon at all times during the terms of this lease.

13. **DESTRUCTION OR DAMAGE TO THE DEMISED PROPERTY BY FIRE OR OTHER CASUALTY.** If the demised premises, or any part thereof, shall during the term of this Lease, be damaged, destroyed or become uninhabitable by reason of fire or other casualty, then Lessee shall, at its expense, with all reasonable diligence, repair and restore the demised premises to its former condition; provided, if the said damage shall in the good faith and reasonable opinion of Lessee exceed fifty percent (50%) of the insurable value of the premises, then Lessee shall within thirty (30) days of the date of such damage or destruction, elect whether to repair and restore the premises or to terminate this Lease by giving Lessor written notice of such election. If Lessee elects to terminate the Lease, Lessee shall surrender possession of the premises within thirty (30) days of the service of such notice. If Lessee elects to repair and restore the demised premises, it shall cause the work to be prosecuted with diligence and shall

within Three Hundred Sixty Five (365) days of the notice of their election, repair and restore the demised premises to its former condition, except for delays caused by labor problems, acts of God or other reasons beyond the control of Lessee. In the event of any such damage or destruction which results in Lessee's loss of right to occupy any portion the premises, Lessee shall be entitled to a total or proportionate abatement of rent during the term that its occupancy is interrupted.

14. DEFAULT BY LESSEE/REMEDIES OF THE LESSOR:

a. Definition of Defaults. The Lessee will be deemed to be in default under this lease for the purposes of this ¶14 hereof, if any one or more of the following events shall occur:

i. If the Lessee fails to pay when due, all or any portion of the rent or any other sums due from the Lessee under this Lease; and/or

ii. If the Lessee shall fail to perform or to observe any other covenant, condition, or agreement of this Lease to be kept, observed or performed by the Lessee, and shall have failed to complete or commence undertaking appropriate and diligent corrective actions within thirty (30) days after the delivery of written notice thereof by the Lessor and to continue thereafter diligently to pursue such actions.

iii. Lessee shall file any petition in bankruptcy, affirmation or insolvency or assignment, for the benefit of creditors.

b. Remedies of Lessor. In the event of any default by the Lessee as defined in ¶14 hereof, which the Lessee has not remedied or proceeded diligently and in good faith to remedy within thirty (30) days after the delivery of written notice from the Lessor to do so, the Lessor shall have the right, at its option, to exercise any one or more of the following remedies, by delivery of written notice to the Lessee:

i. To terminate this Lease and to enter and take possession of the demised premises; or

ii. To take the appropriate corrective actions on behalf of the Lessee to remedy the default and thereafter to recover all costs, including reasonable attorney's fees, reasonably incurred in connection therewith from the Lessee as additional rent; or

iii. Sue for specific performance and/or other appropriate relief; or
 iv. To exercise such other rights and/or remedies as may be available to it under the terms of this Lease, at law or in equity. All of the aforesaid remedies will be cumulative, and in addition to any other remedy the Lessor may have at law or in equity.

15. **OPTION TO PURCHASE THE PREMISES:**

a. **Grant of Right.** Lessor, for the payment of the sum of One Dollar (\$1.00), which Lessor acknowledges and agrees has been paid contemporaneously with the execution of this Lease, hereby grants to Lessee an irrevocable right and option to purchase the title of Lessor in and to the perpetual easement, together with all of the interests of the Lessor under this Lease, pursuant to the terms and conditions set forth in the following subparagraphs of this ¶15.

b. **Exercise of Option Rights.** The option right granted under subparagraph 15.a. will be exercisable at any time after the tenth (10th) year of this lease, or upon the payoff of the bonds secured in whole or in part by the real property, whichever first occurs, through Lessee's delivery in person or by registered mail, to the Lessor or Lessor's attorney, a written notice of the exercise of its option right. Lessee's entitlement to exercise the option right identified in this paragraph however, shall be subject to the condition that Lessee has fully performed any and all covenants and obligations required of it under the terms and conditions of the lease agreement previously stated.

c. **Agreement of Sale in the Event of Exercise of Option Right.** In the event of a proper exercise by the Lessee of the option right granted under subparagraph 15.a., in accordance with the provisions of subparagraph 15.b., the purchase and sale of the premises will be governed by the following terms and conditions:

i. **Purchase Price.** The price for the demised premises shall be the sum of Ten Dollars (\$10.00); and

ii. **"As is" Condition.** Lessor makes no express or implied warranties concerning the condition of the demised premises. Lessee acknowledges and agrees that it has been provided an opportunity to fully inspect the demised premises through its occupancy during the rental term; has found no obvious or concealed defects; and accepts the demised premises in "as is" condition.

iii. Closing. Closing will be scheduled and held at such time and place in the State of Wyoming, thirty (30) days from the date of submission of Lessee's notice of the exercise of the option, as may be specified by the Lessee in the notice of exercise of options. At closing, Lessee shall deliver the previously stated purchase price to Lessor. Alternatively, Lessor shall execute and deliver to Lessee a good and sufficient warranty deed and bill of sale, properly executed, conveying the premises to the Lessee. Lessee shall pay all costs of closing, including but not limited to, recording fees, closing agent fees, etc.

16. **GENERAL PROVISIONS:**

a. Notices. All notices or communications required or contemplated in connection with this Lease will be sufficiently given if and when delivered or properly mailed in writing to the appropriate party, at the address stated below, or at such other address, if any, as may be designated by such parties in accordance therewith:

IF TO LESSOR:

Central Wyoming Regional Water System Joint Powers Board
1500 SW Wyoming Boulevard
Casper, WY 82604

WITH A COPY TO:

Charles S. Chapin
Chapin & Dixon, LLP
104 South Wolcott, Suite 600
Casper, Wyoming 82601

IF TO LESSEE:

Wardwell Water and Sewer District
4150 Salt Creek Hwy
Mills, WY 82644

WITH A COPY TO:

Larry W. Harrington
Harrington Law Firm, PC
P.O. Box 51328
Casper, WY 82605-1328

b. Captions. Captions of this Lease are only used for convenient reference and will not in any way control or effect the interpretation of any of the actual provisions.

c. Integration. This Lease contains the entire agreement of the parties with respect to the subject matter hereof and will supersede any and all prior agreements, understandings, or representations of any kind.

d. Assignment. Lessor reserves to itself, the right to sign, sell, transfer, or convey his interest in the Lease. The rights, privileges, or obligations of the Lessee may not be assigned to any third party due to the option to purchase herein which is considered an exclusive option, exercisable only by leases. In the event of any proper assignment hereunder, this Lease shall be binding upon and adhere to the benefit of the Lessor and Lessee and the respective successors and assigns.

e. Waivers. Failure of Lessor or Lessee to insist on one or more instances upon a strict performance of any of the covenants or conditions of this lease, or to exercise any option contained, shall not be construed or deemed to be a waiver or relinquishment for the future of such covenant or condition, but the same shall continue and remain in full force and effect. No waiver by the Lessor or the Lessee of any provision hereunder shall be deemed to have been made, unless expressed in writing and signed by the Lessor or the Lessee.

f. Wyoming Governmental Claims Act. Neither party waives any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes § 1-39-101 et.seq., and the parties specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

g. Binding Effect of Lease. This agreement shall inure to and be binding upon the heirs, successors, and assigns of the parties signatory.

h. Counterparts. This Lease may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and acknowledged this Lease as of the day and year first above written.

ATTEST:

LESSOR:

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

Paul L. Meyer
Paul L. Meyer, Secretary

BY: Paul C. Bertoglio
Paul C. Bertoglio, Chairman



LESSEE:

Wardwell Water and Sewer District

Marianne Magee
Marianne Magee, Secretary/Treasurer

BY: Larry Keffer
Larry Keffer, President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me by Paul C. Bertoglio as Chairman of Central Wyoming Regional Water System Joint Powers Board on this 18th day of January, 2011.

Witness my hand and official seal.



NOTARY PUBLIC

My commission expires: August 30, 2012

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me by Paul L. Meyer as Secretary of Central Wyoming Regional Water System Joint Powers Board on this 18th day of January, 2011.

Witness my hand and official seal.



NOTARY PUBLIC

My commission expires: August 30, 2012

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me by Larry Keffer as President of Wardwell Water and Sewer District on this 18th day of January, 2011.

Witness my hand and official seal.


NOTARY PUBLIC



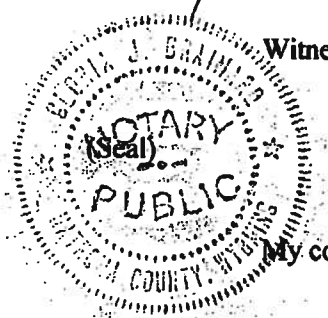
My commission expires: April 15, 2012

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

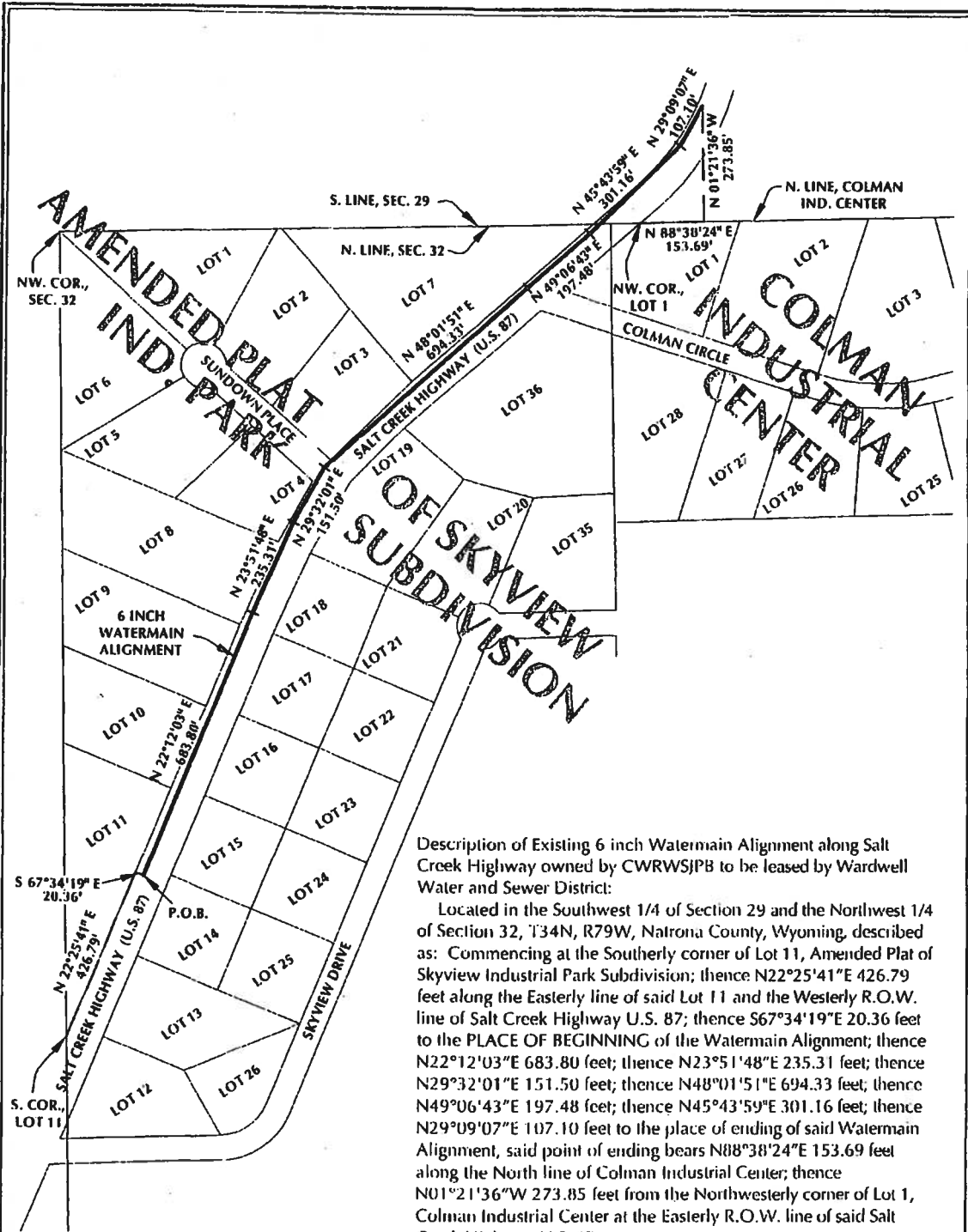
This instrument was acknowledged before me by Marianne Magee as Secretary/Treasurer of Wardwell Water and Sewer District on this 18th day of January, 2011.

Witness my hand and official seal.


NOTARY PUBLIC



My commission expires: April 15th, 2012

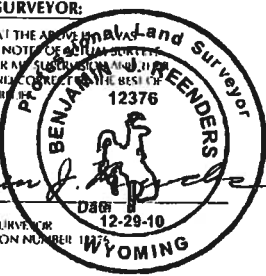


Description of Existing 6 inch Watermain Alignment along Salt Creek Highway owned by CWRWSJPB to be leased by Wardwell Water and Sewer District:

Located in the Southwest 1/4 of Section 29 and the Northwest 1/4 of Section 32, T34N, R79W, Natrona County, Wyoming, described as: Commencing at the Southerly corner of Lot 11, Amended Plat of Skyview Industrial Park Subdivision; thence N22°25'41"E 426.79 feet along the Easterly line of said Lot 11 and the Westerly R.O.W. line of Salt Creek Highway U.S. 87; thence S67°34'19"E 20.36 feet to the PLACE OF BEGINNING of the Watermain Alignment; thence N22°12'03"E 683.80 feet; thence N23°51'48"E 235.31 feet; thence N29°32'01"E 151.50 feet; thence N48°01'51"E 694.33 feet; thence N49°06'43"E 197.48 feet; thence N45°43'59"E 301.16 feet; thence N29°09'07"E 107.10 feet to the place of ending of said Watermain Alignment, said point of ending bears N88°38'24"E 153.69 feet along the North line of Colman Industrial Center; thence N01°21'36"W 273.85 feet from the Northwesterly corner of Lot 1, Colman Industrial Center at the Easterly R.O.W. line of said Salt Creek Highway U.S. 87.

CERTIFICATE OF SURVEYOR:

THIS IS TO CERTIFY THAT THE ABOVE MAP AND SURVEY WAS PREPARED FROM FIELD NOTES OF 2010 SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



6 INCH WATERMAIN ALIGNMENT

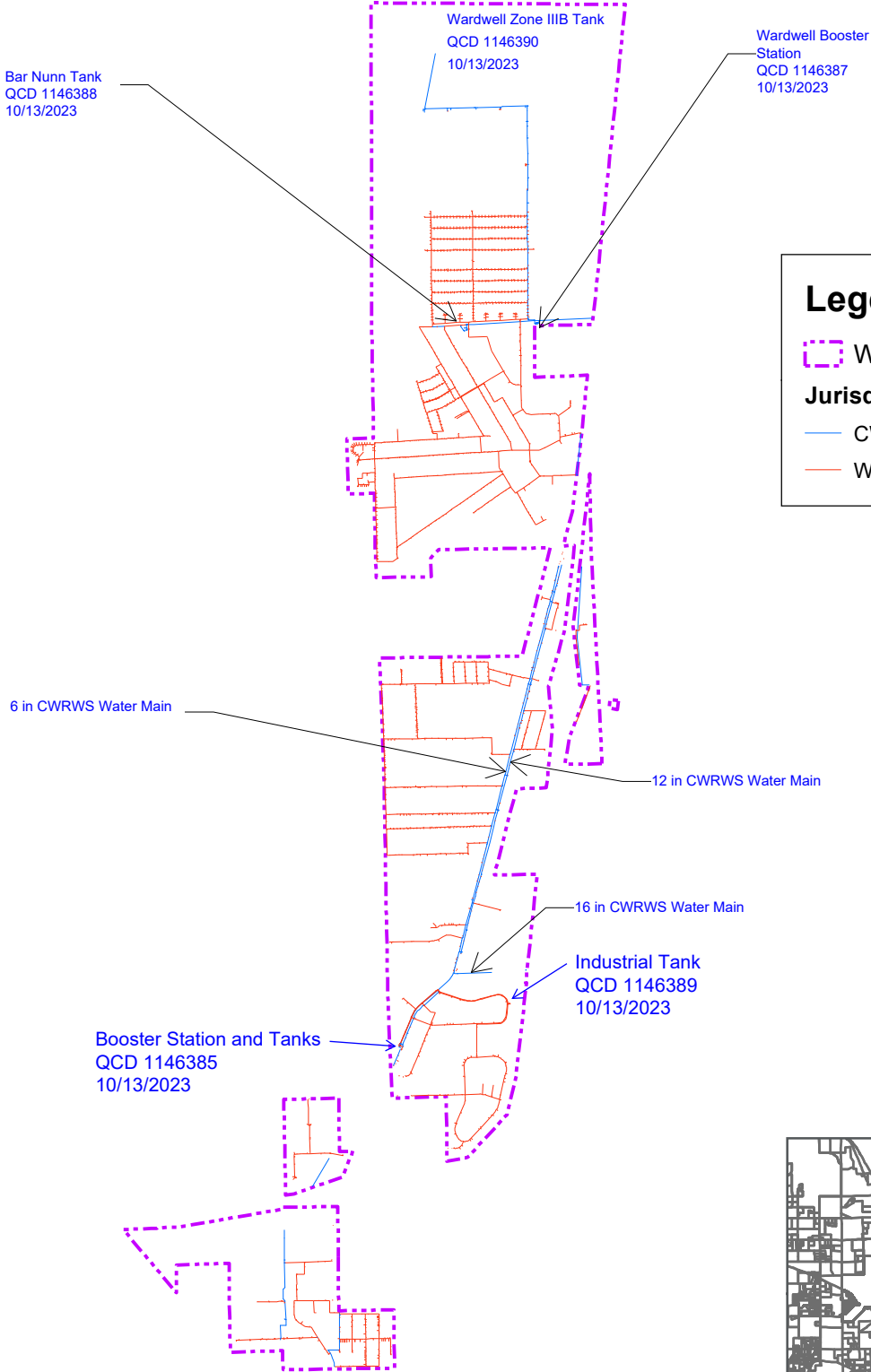
LOCATED IN THE SW 1/4 OF SECTION 29 AND THE NW 1/4 OF SECTION 32, T34N, R79W, 6TH P.M. NATRONA COUNTY, WYOMING

EXHIBIT "B"

FOR LEASE AGREEMENT WITH OPTION TO PURCHASE BETWEEN CENTRAL WYOMING REGIONAL WATER SYSTEM JPB AND WARDWELL WATER AND SEWER DISTRICT

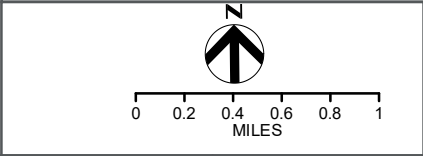
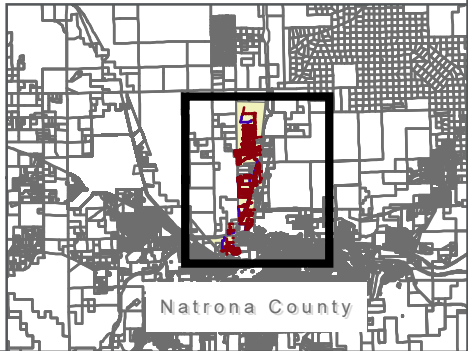
609 CONSULTING, LLC
 2155 North Main Street
 Sheridan, Wyoming 82801
 Phone 307-674-0609
 Fax 307-674-0182

DRAFTED BY: SEA	CHECKED BY: RJR	SHEET NO: 1
DATE DRAFTED: 12/2010	DATE SURVEYED: 12/2010	1 OF 1
REVISED:	FILE NAME: 2007-03	



Legend

- Wardwell_ISD_Boundary
- Jurisdiction**
 - CWRWS Water Line
 - Wardwell WandS Dist. Water Line

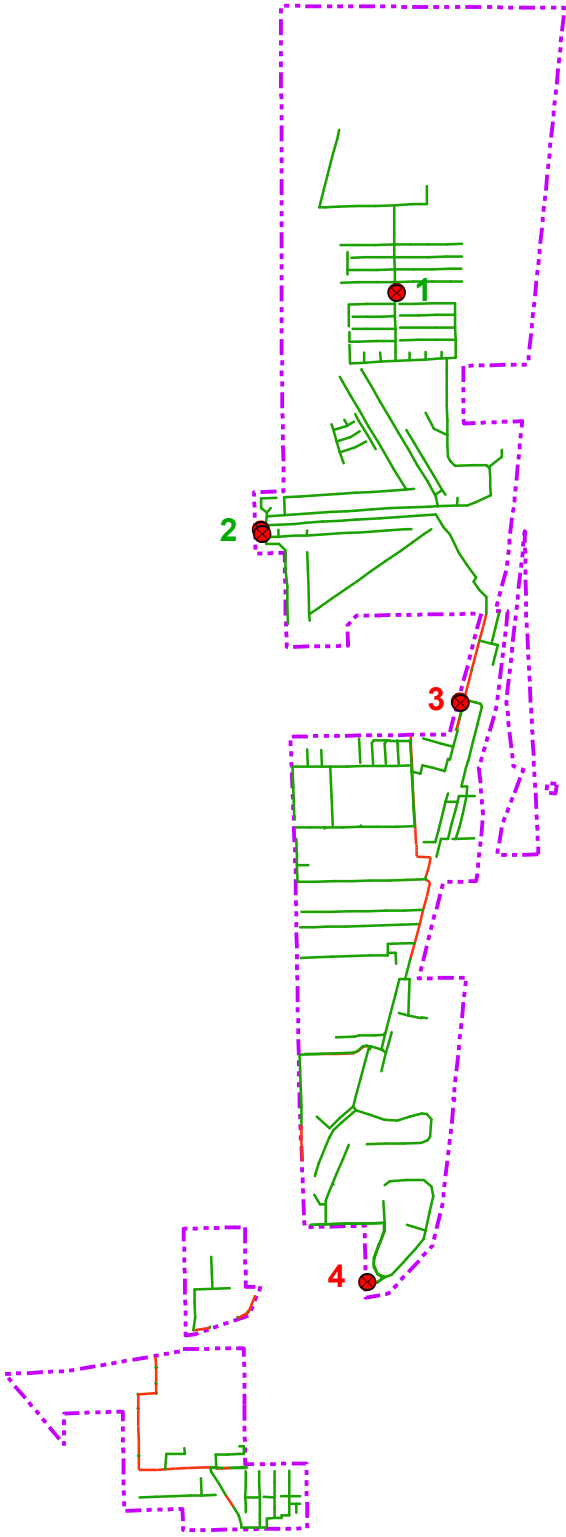


**Wardwell Water and Sewer District
and Central Wyoming Regional Water
System Joint Powers Board Water
System Assets**







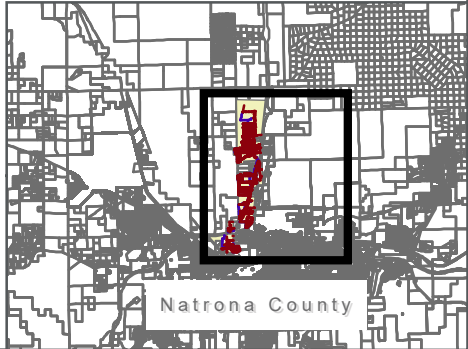
DATA SOURCES: Natrona Regional Geospatial Cooperative: GeoSMART
DISCLAIMER: Data provided by Others. HDR did not perform QC of GIS data


Date: 2/2/2024





Legend

-  Wardwell_ISD_Boundary
-  Sanitary_Sewer_Lift_Station
-  Wardwell W&S Sewer
-  NonWardwell Sewer




 0 0.2 0.4 0.6 0.8 1
 MILES

**Wardwell Water and Sewer District
Sewer System Assets**

DATA SOURCES: Natrona Regional Geospatial Cooperative; GeoSMART

DISCLAIMER: Data provided by Others. HDR did not perform QC of GIS data

Date: 2/2/2024

Drafted: 2/13/2024 HDR Engineering Inc., 2/16/2024 update

Water System Assets					
Facility Description	Quitclaim Deed No.	Real Property-Landowner	Non-Title Facility	Owner & Operator of Non-Title Facility	
	Recorded 10/13/2023			Non-Title Facility	Note/Legal1:
Wardwell Zone IIIB Tank	1146390	Town of Bar Nunn	720,000 gallon Tank	CWRWS JPB	
Wardwell Booster Station	1146387	Town of Bar Nunn	Booster Station	CWRWS JPB	
Bar Nunn Tank	1146388	Town of Bar Nunn	Bar Nunn Tank	CWRWS JPB	Off Bel Vista, smaller tank and Big Blue.
Industrial Tank	1146389	Town of Bar Nunn	Industrial Tank & Equip.	Town of Bar Nunn	
Booster Station and Tanks	1146385	Town of Bar Nunn	Booster Station and Tanks	Owner CWRWS JPB, Current Operator Town of Bar Nunn	Expired Easement lease between CWRWS JPB and Wardwell W&S for Booster Station and Tanks and 6 inch water line along Salt Crk. Hwy.

Uncertain owner and/or future operator responsibility

Sewer System Assets					
Facility Description	Figure Ident. No.	Real Property-Landowner	Non-Title Facility	Owner & Operator of Non-Title Facility	
				Non-Title Facility	Note/Legal1:
Lift Station	1	Town of Bar Nunn	Lift Station	Town of Bar Nunn	Vista Hills No. 1 Addition, Blk 3, Lot 17
Lift Station	2	Town of Bar Nunn	Lift Station	Town of Bar Nunn	Bar Nunn Ranch Lot TR In "A" Lots Exempt
Lift Station	3	City of Casper	Lift Station	City of Casper Regional WW System	Richardson Acres Blk 1 Lot TR in NE Corner of 3 Exempt
Lift Station	4	Casper Manufacturing Inc.	Lift Station	Town of Bar Nunn	CMI Simple Lot 1 Commercial, \$38,000 recent back-up power supply replacement work due to lightning

February 3, 2024

Via Email and U.S. Mail

Charlie Chapin
Willams Porter, Day & Neville P.C.
P.O. Box 10700
Casper, WY 82601

Re: Bar Nunn Request to be on Regional Board

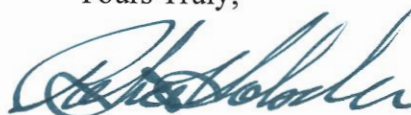
Dear Mr. Chapin,

By way of this letter, the Town of Bar Nunn Wyoming, which has taken over the operation of the Wardwell Water & Sewer District's operations, formally requests to be substituted for the Wardwell Water & Sewer District on the Central Wyoming Regional Water System Joint Powers Board.

As you know, the Wardwell Water & Sewer District is dissolving and, as noted, the Town of Bar Nunn has taken over its operations. There have been no changes to the system and it remains essentially the same system it was prior to Wardwell voting to dissolve. Substituting Bar Nunn for Wardwell will reflect the reality of the change of operators on this existing system and serve to continue to give its customers the voice on the Regional board that they always have had.

Thank you for your attention to this matter.

Yours Truly,



Patrick T. Holscher

CC: Alia Scott, attorney for the Wardwell Water & Sewer District

Agenda Item
7 b

February 20, 2024

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

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

SUBJECT: Authorizing a Procurement of Goods Agreement with Cahoy Pump Service Inc., Sumner, Iowa, in the Amount of \$21,146.00 for the Purchase of One Goulds Pump for the Morad 9 Well

Meeting Type & Date

CWRWS JPB Meeting
February 27, 2024

Action Type

Approval

Recommendation

That the JPB, by motion, authorize a Procurement of Goods Agreement with Cahoy Pump Service Inc., Sumner, Iowa, in the amount of \$21,146.00 for the purchase of one Goulds pump for the Morad 9 Well.

Summary

After 20 plus years of service, the Morad 9 Well pump has failed and must be replaced. Ground water production is crucial to our ability to produce clean drinking water for the CWRWS. Staff reached out to several vendors and obtained the following quotes for a replacement pump:

<u>Vendor</u>	<u>Amount</u>
Cahoy Pump Service	\$21,146.00
DXP	\$24,827.00

Financial Considerations

Funding for this purchase was included in the FY24 RWS Capital Budget, Well Rehabilitation Project.

Oversight/Project Responsibility

Mike Day, Plant Maintenance Supervisor

Attachments

Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

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

RECITALS

WHEREAS, Seller is in the business of selling a Goulds pump, epoxy coated inside and out, and shipped fully assembled; and

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

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

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**") as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities by April 30, 2024, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 1500 SW Wyoming Blvd., Casper, Wyoming 82604 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

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

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

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

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

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

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

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

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

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

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

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

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

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

prior to the termination.

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

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

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

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

Notice to Buyer:

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

Notice to Seller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

ATTEST

BUYER
Central Wyoming Regional Water System,
A Wyoming Joint Powers Board

Kenneth L. Waters
Secretary

Paul C. Bertoglio
Chairman

WITNESS

SELLER
Cahoy Pump Service, Inc

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



Cahoy Pump Service

The Premier Provider of Municipal, Industrial, & Environmental Water Well Services

A Division of The Cahoy Group

February 19, 2024

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

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

RE: Morad 9 Pump Replacement

Greetings Aletta and Logan:

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

SCOPE OF WORK:

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

- Goulds CA 6" x 6" Discharge Head w/ 1" Packing Box Assembly.
- 6" x 1" x Length Required of Threaded Column Assembly.
- 1" x 416 Stainless Steel Lineshaft w/ SS Shaft Couplings.
- 304 Stainless Steel Spider Bearings w/ Cutless Rubber Insert Bearings.
- 9RCLC, 2 stage Goulds Bowl Assembly to Deliver 400 gpm @ 78' TDH @ nominal 1770 rpm
- Galvanized Cone Strainer.
- NSF approved epoxy coating on ID / OD of column pipe, OD of bowl assembly.
- Assembly of pumping unit.
- Headshaft (specifics provided by Owner)
- Freight Charges.

TOTAL DELIVERED COST: \$ 21,146.00

- Cahoy can install for \$ 1,500.00 if assisted by Owner with building.

Cahoy Iowa West:
Marne, Iowa

Cahoy Illinois South:
Lincoln, Illinois

Cahoy Corporate Office:
24568 150th Street – Suite 200
Sumner, Iowa 50674
(563) 578-1130

WWW.CAHOYPUMP.COM

Cahoy High Plains:
Cheyenne, Wyoming

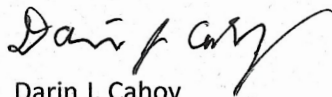
CPS - IL North:
Durand, Illinois

NOTES:

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

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


Sincerely,



Darin J. Cahoy
CEO

February 20, 2024

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

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

SUBJECT: Authorizing a Procurement of Goods Agreement with Cahoy Pump Service Inc., Sumner, Iowa, in the Amount of \$22,346.00 for the Purchase of One Goulds Pump for the Casper 19 Well

Meeting Type & Date

CWRWS JPB Meeting
 February 27, 2024

Action Type

Approval

Recommendation

That the JPB, by motion, authorize a Procurement of Goods Agreement with Cahoy Pump Service Inc., Sumner, Iowa, in the amount of \$22,346.00 for the purchase of one Goulds pump for the Casper 19 Well.

Summary

The Casper 19 Well pump will be pulled during work being performed during the Wyoming Water Development Commission (WWDC) Wellfield Management Plan Project. Inspection of similarly aged pumps show that these pumps have reached the end of their life and must be replaced. Ground water production is crucial to our ability to produce clean drinking water for the CWRWS. Staff reached out to several vendors and obtained the following quotes for a replacement pump:

<u>Vendor</u>	<u>Amount</u>
Cahoy Pump Service	\$22,346.00
DXP	\$25,745.00

Financial Considerations

Funding for this purchase was included in the FY24 RWS Capital Budget, Well Rehabilitation Project.

Oversight/Project Responsibility

Mike Day, Plant Maintenance Supervisor

Attachments

Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

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

RECITALS

WHEREAS, Seller is in the business of selling a Goulds pump, epoxy coated inside and out, and shipped fully assembled; and

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

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

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**") as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities by April 30, 2024, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 1500 SW Wyoming Blvd., Casper, Wyoming 82604 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

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

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

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

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

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

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

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

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

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

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

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

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

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

prior to the termination.

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

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

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

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

Notice to Buyer:

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

Notice to Seller:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

ATTEST

BUYER
Central Wyoming Regional Water System,
A Wyoming Joint Powers Board

Kenneth L. Waters
Secretary

Paul C. Bertoglio
Chairman

WITNESS

SELLER
Cahoy Pump Service, Inc

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Cahoy Pump Service

The Premier Provider of Municipal, Industrial, & Environmental Water Well Services

A Division of The Cahoy Group

December 28, 2023

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

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

RE: Casper Well 19 Pump Replacement

Greetings Aletta and Logan:

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

SCOPE OF WORK:

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

- Goulds CA 6" x 6" Discharge Head w/ 1" Packing Box Assembly.
- 6" x 1" x Length Required of Threaded Column Assembly.
- 1" x 416 Stainless Steel Lineshaft w/ SS Shaft Couplings.
- 304 Stainless Steel Spider Bearings w/ Cutless Rubber Insert Bearings.
- 9RCHC, 2 stage Goulds Bowl Assembly to Deliver 500 gpm @ 84' TDH @ nominal 1770 rpm
- Galvanized Cone Strainer.
- NSF approved epoxy coating ID / OD of column pipe and OD of bowl assembly.
- Assembly of pumping unit.
- Headshaft (specifics provided by Owner)
- Freight Charges w/ other pump.

TOTAL DELIVERED COST: \$ 22,346.00

- Cahoy can install for \$ 1,500.00 if assisted by Owner with building.

Cahoy Iowa West:
Marne, Iowa

Cahoy Illinois South:
Lincoln, Illinois

Cahoy Corporate Office:
24568 150th Street – Suite 200
Sumner, Iowa 50674
(563) 578-1130

WWW.CAHOYPUMP.COM

Cahoy High Plains:
Cheyenne, Wyoming

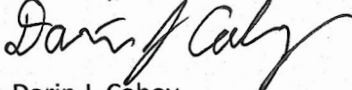
CPS - IL North:
Durand, Illinois

NOTES:

- Proposal is valid for 30 days.
- Service Tech to assist in assembly and startup, if requested, will be invoiced at the rate of \$ 88.00 per man-hour plus any applicable Per Diems.
- Proposal does not include Sales Tax. Owner to furnish Cahoy with Sales Tax Exemption Certificate upon approval of proposal.
- Upon inspection of existing equipment it was determined and recommended that all equipment less the motor and motor shaft be replaced.
- **Owner to provide Base Diameter of motor prior to ordering. This will not affect the price.**
- Owner to provide TPI information upon approval of proposal.
- It should be noted that the Terms and Conditions included with the submittal package are Goulds'/Xylems Terms and Conditions. Any issues or exceptions taken with them will have to be addressed directly with Xylem.

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


Sincerely,



Darin J. Cahoy
CEO

February 20, 2024

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

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

SUBJECT: FY25 Additional Full Time Employee Request

Meeting Type & Date

CWRWS JPB Meeting
February 27, 2024

Action Type

Direction Requested

Recommendation

That the JPB authorize an additional full-time Operator position to be funded in the FY25 personnel budget.

Summary

There are 13 full time employees assigned to the WTP including the WTP Manager, Lead Operator, Plant Maintenance Supervisor, Administrative Assistant, 5 Operators, 2 Plant Mechanics, Instrumentation Tech, and Janitor. While these are all City of Casper employees, the JPB reimburses the City for all personnel expenses. Newly created positions are approved by both the JPB and City Council. Management is requesting that an additional Operator position be funded beginning in the FY25 budget.

Operators play a critical role in ensuring that the treatment plant operates properly, that water demands are continually met, and that the treated water meets all mandated water quality parameters. There is a minimum of one Operator on site 24 hours a day 365 days a year. One of the current Level IV Operators has indicated that he becomes eligible, and may retire, in 2024. A second Level IV Operator has indicated that he intends to retire within the next two to three years. While the intent is to fill these positions as they are vacated, training new operators takes a considerable amount of time. That leaves one Level IV Operator on staff. The other two operators currently on staff are new Level I Operators. Of those, one serves in the military and participates in annual training and deployments. During these events, another Operator or Plant Mechanic has to cover missed shifts. The remaining Operator I has resigned with his last day being February 29.

Adding an additional Operator position allows the training and certification process to begin prior to losing Operators to retirement. The near-term goal is to have an Operator well developed prior to losing Senior Operators and so that open shifts caused by military leave can easily be covered

without reducing maintenance staff coverage. The long-term goal is to develop the Operations Staff to the point that a retirement or resignation of an Operator is not as impactful.

Financial Considerations

Adding an Operator position would increase the annual personnel budget by roughly \$65,000 with benefits and result in a 0.7 percent rate increase.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

NA